

BAL HARBOUR

- VILLAGE -

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

2ND Budget Hearing & Regular Meeting Agenda
September 17, 2024
At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

This meeting will be conducted in person. The meeting will also be broadcast on our website at <https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/>. 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/ ROLL CALL

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

- PA1** Certificate Of Appreciation - Peter Willis
- PA2** National Childhood Cancer Awareness Month - Proclamation
- PA3** National Hispanic Heritage Month - Proclamation
- PA4** National Diaper Need Awareness Week - Proclamation

CONSENT AGENDA

C6 - CONSENT AGENDA - COUNCIL MINUTES

- C6A** July 16, 2024 - Village Council Meeting & Workshop Minutes
[VillageCouncil-RegularCouncilMeetingMinutes_July16_2024_Short.pdf](#)
[VillageCouncil-RegularCouncilWorkshopMinutes_July16_2024.pdf](#)

C7 - CONSENT AGENDA RESOLUTIONS

- C7A** Ratifying Unity Of Title - 10275 Collins Ave Units 1227 & 1228
A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY JAMES AND SAMANTHA MAZZA; TO COMBINE UNITS 1227 AND 1228 LOCATED IN THE OCEAN FRONT DISTRICT AT 10275 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

[Item Summary - Unity of Title 10275 Collins Ave Units 1227 & 1228 ADA.pdf](#)

[Memorandum - Unity of Title 10275 Collins Ave Units 1227 & 1228 ADA.pdf](#)

[Resolution - Unity of Title 10275 Collins Ave Units 1227 & 1228 ADA.pdf](#)

[Attachment - Unity of Title 10275 Collins Ave Units 1227 & 1228 ADA.pdf](#)

[Attachment - Property Appraiser Report 10275 Collins Ave 1227 ADA.pdf](#)

[Attachment - Property Appraiser Report 10275 Collins Ave 1228 ADA.pdf](#)

[Attachment - Owner Letter to Village ADA.pdf](#)

[Attachment - Harbour House Condominium Association Letter ADA.pdf](#)

- C7B** Ratifying Interlocal Agreement With Miami Dade County For A Publicly Accessible Website For Legal Notices
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING AN INTERLOCAL AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND MIAMI-DADE COUNTY TO ALLOW THE VILLAGE TO PUBLISH REQUIRED PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE IN ACCORDANCE WITH CHAPTER 50, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Interlocal Agreement - Publicly Accessible Website for Legal Notices ADA.pdf](#)

[Memorandum - Interlocal Agreement - Publicly Accessible Website for Legal Notices ADA.pdf](#)

[Resolution - Interlocal Agreement - Publicly Accessible Website for Legal Notices ADA.pdf](#)

[Attachment - Interlocal Agreement - Publicly Accessible Website for Legal Notices ADA.pdf](#)

- C7C** Approving BHCA Landscape Architectural Service Agreement - Kimley Horn
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PROVISION OF LANDSCAPE ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES WITHIN THE GATED RESIDENTIAL COMMUNITY COMMON GREENSPACE AREAS AS NEEDED, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS NOR THE APPLICABLE STATUTORY LIMITATIONS ENUMERATED IN FLA.STAT.§ 287.055; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - BHCA Landscape Architectural Service Agreement ADA.pdf](#)

[Memorandum - BHCA Landscape Architectural Service Agreement ADA.pdf](#)

[Resolution - BHCA Landscape Architectural Service Agreement ADA.pdf](#)

[Attachment - Kimley-Horn Submittal for RFQ No. 2024-01 ADA.pdf](#)

[Attachment - BHCA Board Meeting Minutes - Kimley Horn 082124 NL ADA.pdf](#)

[Attachment - Continuing Services Agreement - Kimley Horn-BHCA ADA.pdf](#)

C7D Accepting FDOT Grant Award For Freebee On-Demand Public Transit Service

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Freebee Grant Acceptance ADA.pdf](#)

[Memorandum - Freebee Grant Acceptance ADA.pdf](#)

[Resolution - Freebee Grant Acceptance ADA.pdf](#)

[Attachment - FDOT Grant Agreement #G3127 Draft ADA.pdf](#)

[Attachment - FDOT Grant Application Submitted 2023 ADA.pdf](#)

[Attachment - FDOT Grant Award Letter 2023 ADA.pdf](#)

C7E Ratifying FDOT Maintenance Memorandum of Agreement (MMOA) For Harding Avenue Re-alignment

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING A MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE FOR THE MAINTENANCE OF THE DECORATIVE AGGREGATE SIDEWALKS, LANDSCAPE, IRRIGATION, AND OTHER NON-STANDARD IMPROVEMENTS INSTALLED ON COLLINS AVENUE AND NW 96 TH STREET WITHIN THE LIMITS OF BAL HARBOUR VILLAGE; AUTHORIZING EXECUTION OF AMENDMENTS IF OFFERED BY FDOT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AND EFFECTIVE DATE.

[Item Summary - Ratifying a MMOA - FDOT ADA.pdf](#)

[Memorandum - Ratifying a MMOA-FDOT ADA.pdf](#)

[Resolution - Ratifying a MMOA - FDOT ADA.pdf](#)

[Attachment - 2024 - MMOA - Decorative Sidewalk Landscape and Irrigation ADA.pdf](#)

C7F Approving Purchase Of Taser 10 Conducted Energy Weapons For The Village Police Department

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN AGREEMENT FOR THE PURCHASE OF CONDUCTED ENERGY WEAPONS (CEW) FROM AXON ENTERPRISE INC. FOR UTILIZATION BY THE VILLAGE POLICE DEPARTMENT, NOT TO EXCEED THE TOTAL AMOUNT OF \$122,000.00, IN FIVE (5) YEARLY INSTALLMENTS OF EQUAL VALUE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Purchase Of Taser 10 Conducted Energy Weapons ADA.pdf](#)

[Memorandum - Purchase Of Taser 10 Conducted Energy Weapons ADA.pdf](#)

[Resolution - Purchase Of Taser 10 Conducted Energy Weapons ADA.pdf](#)

[Attachment - Axon Enterprise Quote ADA.pdf](#)

[Attachment - AXON Master Services & Purchasing Agreement ADA.pdf](#)

[Attachment - Axon Liability Insurance ADA.pdf](#)

R5 - ORDINANCES

R5A Ordinance - Amending Legal Representation Of Village In Special Master Process (Second Reading)

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE V, "CODE ENFORCEMENT," SECTION 2-182, "QUALIFICATIONS OF SPECIAL MASTERS AND REMOVAL; ORGANIZATION," OF THE VILLAGE CODE REGARDING THE VILLAGE ATTORNEY'S ROLE AT CODE ENFORCEMENT HEARINGS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

[Item Summary - Amending Legal Representation Of Village In Special Master Process ADA.pdf](#)
[Memorandum - Amending Legal Representation Of Village In Special Master Process ADA.pdf](#)
[Ordinance - Amending Legal Representation Of Village In Special Master Process ADA.pdf](#)
[Attachment - Business Impact Statement - Special Magistrate ADA.pdf](#)

R5B Ordinance - Amending Zoning Related To Fair Housing (First Reading)

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO CLARIFY AND REVISE DEFINITIONS AND REGULATIONS APPLICABLE TO THE RESIDENTIAL ZONING DISTRICTS, AND TO PROVIDE REGULATORY INCENTIVES FOR AFFORDABLE RENTAL DWELLINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

[Item Summary - Amending Zoning Related To Fair Housing ADA.pdf](#)
[Memorandum - Amending Zoning Related To Fair Housing ADA.pdf](#)
[Ordinance - Amending Zoning Related To Fair Housing ADA.pdf](#)
[Attachment - Miller BHV Fair Housing Staff Report July 2 2024 ADA.pdf](#)
[Attachment - Discussion Item Proposed Ordinance Amendments Related To Fair Housing Opportunities ADA.pdf](#)

R5C Ordinance - Amending Zoning To Prohibit Marijuana Retail Uses (First Reading)

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO ESTABLISH DEFINITIONS AND REGULATIONS APPLICABLE TO MARIJUANA USES; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

[Item Summary - Amending Zoning To Prohibit Marijuana Retail Uses ADA.pdf](#)
[Memorandum - Amending Zoning To Prohibit Marijuana Retail Uses ADA.pdf](#)
[Ordinance - Amending Zoning To Prohibit Marijuana Retail Uses ADA.pdf](#)

BUDGET HEARING - RESOLUTIONS

R7A Adopting Millage Rate

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Adopting Millage Rate ADA.pdf](#)

[Memorandum - Adopting Millage Rate ADA.pdf](#)

[Resolution - Adopting Millage Rate ADA.pdf](#)

R7B Adopting FY 2024-25 Proposed Operating and Capital Budget

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2024-25; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - FY 2024-25 Proposed Operating and Capital Budget ADA.pdf](#)

[Memorandum - FY 2024-25 Proposed Operating and Capital Budget ADA.pdf](#)

[Resolution - FY 2024-25 Proposed Operating and Capital Budget ADA.pdf](#)

R7 - RESOLUTIONS

R7C Approving Purchase Of Village Fleet Vehicles

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE DEPARTMENT IN THE AMOUNT OF FOUR HUNDRED FORTY-TWO THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$442,125); APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$58,313); APPROVING THE PURCHASE OF A VEHICLE AND A FORKLIFT FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND FOUR HUNDRED AND FOUR DOLLARS (\$100,404); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Village Fleet Purchase ADA.pdf](#)

[Memorandum - Village Fleet Purchase ADA.pdf](#)

[Resolution - Village Fleet Purchase ADA.pdf](#)

[Attachment - Duval Ford Price Quote - Ford Expedition 4x2 2025 & Ford Interceptor Hybrid Vehicle - Police ADA.pdf](#)

[Attachment - Duval Ford Price Quote - 2025 Ford F-250 4x4 Crew Cab - Building.pdf](#)

[Attachment - Duval Ford Price Quote - 2025 Ford Expedition 4x2 - Public Works ADA.pdf](#)

[Attachment - Miami Dade Quote for M7300 Radios ADA.pdf](#)

[Attachment - Nationwide Lift Trucks, Inc. Price Quote for Toyota Forklift - Public Works ADA.pdf](#)

[Attachment - Bradford County Sheriff's Contract - BCSO 22-27-1.0 ADA.pdf](#)

R7D Approving Data Warehousing & Market Intelligence Agreement - Tourism Economics

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TOURISM ECONOMICS FOR SERVICES RELATED TO THE TOURISM DATA WAREHOUSING AND MARKET INTELLIGENCE PLATFORM FOR BAL HARBOUR VILLAGE IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000) ANNUALLY FOR A THREE-YEAR PERIOD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Data Warehousing & Market Intelligence Agreement ADA.pdf](#)

[Memorandum - Data Warehousing & Market Intelligence Agreement ADA.pdf](#)

[Resolution - Data Warehousing & Market Intelligence Agreement ADA.pdf](#)

[Attachment - Tourism Economics Agreement ADA.pdf](#)

[Attachment - Tourism Economics Agreement Addendum ADA.pdf](#)

R7E-1 Approving Content Creation Professional Services Agreement - L Diaz Design

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH L DIAZ DESIGN, INC. FOR A ONE-YEAR TERM WITH THE OPTION FOR TWO ADDITIONAL ONE-YEAR TERMS FOR SERVICES RELATED TO THE CREATION AND DEVELOPMENT OF CREATIVE COLLATERAL MATERIALS TO BE USED FOR THE PROMOTION AND MARKETING OF BAL HARBOUR VILLAGE IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000); APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL ONE YEAR TERMS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Content Creation & Social Media Management Professional Services Agreements ADA.pdf](#)

[Memorandum - Content Creation & Social Media Management Professional Services Agreements ADA.pdf](#)

[Resolution - Content Creation Professional Services Agreement - L Diaz Design ADA.pdf](#)

[Attachment - Professional Services Agreement - L Diaz Design ADA.pdf](#)

R7E-2 Approving Social Media Management Professional Services Agreement - Bianca Overton

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH BIANCA OVERTON FOR A ONE -YEAR TERM WITH AN OPTION FOR TWO ADDITIONAL ONE-YEAR TERMS TO CURATE THE VILLAGE'S TOURISM SOCIAL MEDIA ACTIVITIES IN THE AMOUNT NOT TO EXCEED \$25,000 ANNUALLY; PROVIDING FOR A RENEWAL OPTION FOR UP TO TWO YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Content Creation & Social Media Management Professional Services Agreements ADA.pdf](#)
[Memorandum - Content Creation & Social Media Management Professional Services Agreements ADA.pdf](#)
[Resolution - Tourism Social Media Management Professional Service Agreement - Bianca Overton ADA.pdf](#)
[Attachment - Professional Services Agreement - Bianca Overton ADA.pdf](#)

R7F Approving Graphic Design Professional Services Agreement - Broad Consulting

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION FOR VILLAGE BRANDING AND COMMUNICATION EFFORTS AT A COST NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000) ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL ONE YEAR TERMS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Graphic Design Professional Services Agreement - Broad Consulting ADA.pdf](#)
[Memorandum - Graphic Design Professional Services Agreement - Broad Consulting ADA.pdf](#)
[Resolution - Graphic Design Professional Services Agreement - Broad Consulting ADA.pdf](#)
[Attachment - Professional Services Agreement - Fernando Lopez - Broad Consulting ADA.pdf](#)

R7G-1 Approving Tourism Representatives Professional Services Agreement - Argentina / Chile - Carmen Florio / D*LX REP

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 \$40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)
[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)
[Resolution - Tourism Professional Service Agreement - Carmen Florio ADA.pdf](#)
[Attachment - Agreement Argentina & Chile - Carmen Florio - DLX REP ADA.pdf](#)

R7G-2 Approving Tourism Representatives Professional Services Agreement - Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO

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.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)
[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)
[Resolution - Tourism Professional Service Agreement - Flavia Pacheco Giuliano ADA.pdf](#)
[Attachment - Agreement - Brazil PR - Flavia Pacheco - SPOKE COMUNICACAO ADA.pdf](#)

R7G- 3 Approving Tourism Representatives Professional Services Agreement - Brazil Sales – Marcia Chiota / ON REQUEST

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH MARCIA CHIOTA FOR A ONE-YEAR TERM AS THE VILLAGE’S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED \$36,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)
[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)
[Resolution - Tourism Professional Service Agreement - Marcia Chiota ADA.pdf](#)
[Attachment - Agreement Brazil Sales – Marcia Chiota - ON REQUEST ADA.pdf](#)

R7G- 4 Approving Tourism Representatives Professional Services Agreement - Mexico - Another Company / ACCOMS LATAM

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.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)
[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)
[Resolution - Tourism Professional Service Agreement - Another Company ADA.pdf](#)
[Attachment - Agreement Mexico - Another Company - ACCOMS LATAM ADA.pdf](#)

R7G- 5 Approving Tourism Representatives Professional Services Agreement - U.S. /Canada - Suzanne Corbo

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.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)
[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)
[Resolution - Tourism Professional Service Agreement - Suzanne Corbo ADA.pdf](#)
[Attachment - Agreement U.S. Canada - Suzanne Corbo ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

- R9A** Discussion Item - Supporting Peace & Security For Israelis & Palestinians - Mayor Jeffrey P. Freimark
[Supporting Peace & Security For Israelis & Palestinians - Mayor Jeffrey P. Freimark ADA.pdf](#)
[Draft Resolution - Supporting Peace & Security For Israelis & Palestinians ADA.pdf](#)

R9B - PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

- R11A** Lobbyist Report
[R11A1_Lobbyist Registration Report as of September11_2024.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

- R12A** Monthly Attorney Report
[Monthly Attorney Report July 2024 ADA.pdf](#)
[Monthly Attorney Report August 2024 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

- VILLAGE -

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

July 16, 2024

At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in person. The meeting was also broadcast on our website at <https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/>. 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 6:32 P.M.

The following were present:

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

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

The Pledge of Allegiance was led by Mayor Freimark.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Mayor Freimark requested that Agenda Item R5C be deferred and scheduled for a Local Planning Agency meeting before being considered by the Council in September on first reading. He also announced that Agenda Item R7A would be moved to the beginning of the Agenda to accommodate scheduling.

PRESENTATIONS AND AWARDS

PA1 CITT Executive Director Javier A. Betancourt - Presentation

This item was heard at 7:04 P.M following Agenda Item R7A.

Javier Betancourt, Executive Director of the Citizens Independent Transportation Trust (CITT), provide a presentation CITT's role in overseeing the People's Transportation Plan. Funded by a half-percent sales tax approved 21 years ago. He said the plan has generated nearly \$5 billion, which has been invested in various transit and transportation projects. He highlighted the CITT's responsibility in ensuring that these funds are spent appropriately, and address community concerns.

He detailed CITT's achievements such as the transition to environmentally friendly natural gas and electric buses, the expansion of the Metro rail to the airport, and the completion of roadway and bike-pedestrian trails. He also provided updates on ongoing projects under the SMART plan, which focuses on the development of six major transit corridors.

Mr. Betancourt said that he encouraged public involvement, inviting residents to apply for CITT board vacancies and to participate in shaping transportation solutions. He also promoted community engagement through the CITT Ambassador Program, and a new podcast designed to keep the public informed.

PA2 Freebee On Demand - Presentation

Claudia Miro, Director of Business Development and Government Affairs for Freebie, presented, viz Zoom, an update on their service which launched in December 2022. She said that coverage had been expanded to include Bal Harbour, Surfside Publix, and Bay Harbor Islands. Initially operating from 8 A.M. to 7 P.M., and then adjusting hours based on community feedback, to 10 A.M. to 9 P.M. Monday-Thursday, and 10 A.M. to 10 P.M. on Friday and Saturday and 10 A.M. to 7 P.M. on Sunday. She said that resulted in a 78% increase in ridership.

She provided performance metrics showing ridership increased 204% from June to July 2023 and a 73% year-over-year increase in ridership from January to June 2024. She said the average wait time for users is 13.5 minutes, which is better than the state average of 15 minutes and that the service is predominantly used by individuals over 51 years old, with approximately 3,660 total users in the area.

Economically, Freebie plays a significant role by connecting residents to local businesses and contributing to the development of Bell Harbor, including popular spots such as shops, hotels, and the Publix in Surfside. User satisfaction is high, with a 98.2% rating and positive feedback on the drivers and overall safety. She said, looking ahead, the service is

expanding, with additional vehicles being added in neighboring communities like Bay Harbor Islands and Surfside.

CONSENT AGENDA

This item was considered at 7:04 P.M. after Agenda Item R7A and after Councilman Wolf had left the meeting.

C6 - COUNCIL MINUTES

C6A Village Council Meeting Minutes - June 18, 2024

C7 - CONSENT AGENDA RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK ON THE STATE OF FLORIDA CONTRACT FOR DELL COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES; AND FURTHER APPROVING THE PURCHASE OF DELL TECHNOLOGIES SOLUTIONS IN THE AMOUNT NOT TO EXCEED SEVENTY-FOUR THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS AND SIXTY-EIGHT CENTS (\$74,681.68); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PURCHASE OF A 2024 6-FOOT-WIDE, 14-FOOT-LONG DUAL AXLE ALUMINUM DUMP TRAILER FOR THE PUBLIC WORKS & BEAUTIFICATION DEPARTMENT FROM TRAILERS USA, IN THE AMOUNT NOT TO EXCEED TWENTY-TWO THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS (\$22,947); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

MOTION: A Motion to approve the Consent Agenda was moved by Mayor Jeffrey P. Freimark and seconded by Vice Mayor Seth E. Salver.

VOTE: The Motion passed by unanimous voice vote (4-0).

R5 - ORDINANCES

R5A AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 11 "NUISANCES," ARTICLE II "NOISE" OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the, explaining that the ordinance had been previously adopted in April and it included a courtesy period to educate the public before enforcement began. He said that due to concerns on the adoption process raised by the Shops that in an abundance of caution he was advising that the Council re-adopt after having provided a business impact statement. He said that he believed that State statutes did not require a business impact statement for this type of ordinance, but nonetheless it had been posted on the Village's website and included in the Agenda materials. He said that the ordinance would take effect immediately.

Vice Mayor Salver clarified that the ordinance would not be enforced with the Shops given current litigation.

Mayor Freimark further clarified that the ordinance now included noise prohibitions Saturdays and four additional Federal holidays. He added that this is an area where the community spoke loud and clear as to the need to consistently apply the noise ordinance Village-wide.

There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Vice Mayor Seth Salver and seconded by Councilman David Albaum.

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	-

VOTE: The Motion passed by unanimous roll call vote (4-0).

R5B AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE V, "CODE ENFORCEMENT," SECTION 2-182, "QUALIFICATIONS OF SPECIAL MASTERS AND REMOVAL; ORGANIZATION," OF THE VILLAGE CODE REGARDING THE VILLAGE ATTORNEY'S ROLE AT CODE ENFORCEMENT HEARINGS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that this ordinance would clarify the roles of the special master and the village attorney in the code enforcement process. He said that historically, the village attorney served as legal counsel to the special master, leaving staff unrepresented in prosecuting cases and that this amendment proposes that special masters, who are attorneys themselves, do not require additional legal counsel, allowing the village attorney to assist the staff in prosecuting cases. He said that in the event that the special Master needed, outside counsel could be engaged to prevent any conflicts.

Vice Mayor Salver said that the way the ordinance was being amended was the way that he always thought it was, and that these amendments make sense.

There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Vice Mayor Seth E. Salver and seconded by Mayor Jeffrey P. Freimark.

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	-

VOTE: The Motion passed by unanimous roll call vote (4-0).

R5C AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO CLARIFY AND REVISE DEFINITIONS AND REGULATIONS APPLICABLE TO THE RESIDENTIAL ZONING DISTRICTS, AND TO PROVIDE REGULATORY INCENTIVES FOR AFFORDABLE RENTAL DWELLINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

This item was deferred until the September 17, 2024 Village Council Meeting.

R7 - RESOLUTIONS

- R7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME, AND PLACE FOR THE FIRST BUDGET HEARING FOR FISCAL YEAR 2024-25; AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

The item was considered at 6:32 PM at the beginning of the meeting. Mr. Gonzalez introduced the item providing an overview of the budget process. He said the Village received preliminary property valuations in June and July and the next step was to establish the tentative millage rate, which would be used for calculating property taxes and which must be formally adopted in September. He said the property valuations for the year were about \$6.8 billion, including \$51 million from new construction.

He said the Budget Advisory Committee reviewed the proposed budgets for the operating budget, the Resort Tax, the Water and Sewer Fund, and The Security and Landscape Fund. He explained the difference between just value (market value) and taxable value resulting from Florida's "Save Our Homes" cap, which limits the annual increase in assessed value for homesteaded properties to 3% and 10% for non-homesteaded and commercial properties.

Mr. Gonzalez then reviewed the Village's millage rate history, which he said has been stable at 1.9654 since 2016. He said that this rate would allow the Village to meet all its current demands, except for the litigation expenses expected from the Bal Harbour Shops' Live Local Act application. He said that to cover expected legal expenses over the next three-five years without impacting the operating budget or emergency funds, that he was suggesting increasing the millage rate to 2.1562, which would generate an additional \$1.25 million annually. He added that any unspent funds would be allocated to a restricted fund for future legal expenses. He said that the Budget Advisory Committee supported this increase in the millage rate.

Councilman Sklar expressed concerns about approving a budget increase before identifying potential cuts to non-essential expenditures and he noted that no actions had been taken to find these cuts.

Mayor Freimark said that while a higher budget cap might be authorized now, adjustments can still be made in September during the budget review meetings and that the Council would have the opportunity to thoroughly review and challenge the budget.

Vice Mayor Salver agreed with the need to keep taxes as low as possible by finding savings within the budget, but highlighted the importance of presenting a unified front as a Council, showing commitment to waging this battle with the Shops.

Mayor Freimark said that he would expect the same disciplines to be brought to the budget process that had been in years past. He said that as a representative of the Council that had been intimately involved with the Manager, the Village Attorney, and with outside Council, that there is a lot going on. He said that potential cost standpoint we haven't really started at this point, but it is vital to provide the funding to comply with community demands. He said that the Village needs to take all necessary measures to stop the Shop' determination to destroy the beauty, the quality land use planning and life within the Village. He said that in his view their proposals and demands pose an existential threat to the community. He asked for a 5-0 vote to raise the millage.

MOTION: A Motion to approve the resolution setting the millage rate at 2.1562, requiring majority affirmative vote, was moved by Councilman David J. Albaum and seconded by Vice Mayor Seth E. Salver.

Nica Logan, Budget Advisory Committee Chair, 64 Camden Drive, said that the sentiment of the Budget Advisory Committee was to all the Council to have the flexibility in the future, as more information develops, to be able to fund the legal needs to the highest level possible, knowing that it is harder to raise the budget higher later.

Alejandro Levy, 170 Collins Avenue, asked if the Village had considered issuing a bond.

VOTE: The motion failed by voice vote (4-1) with Councilman Buzzy Sklar voting against.

Mr. Gonzalez suggested amending the proposed resolution reducing it slightly to 2.1439 which would generate approximately \$1,169,000 in additional revenue and which he said would require a supermajority vote.

MOTION: A Motion to approve the resolution setting the millage rate at 2.1439, requiring supermajority affirmative vote, was moved by Councilman David J. Albaum and seconded by Vice Mayor Seth E. Salver.

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

Mr. Gonzalez explained to Mr. Levy that general obligation bonds usually require a community referendum for which there would not be enough time before September. He said the Village could issue debt of a different type, but that would still require a dedicated revenue. Councilman Wolf left the meeting at 7:04 P.M.

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN ASSIGNMENT OF AGREEMENT FROM MIKYOUNG KIM DESIGN (MYKD) TO CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A. FOR THE PROVISION OF ARCHITECTURAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE VILLAGE HARBOURFRONT PARK, CUTWALK AND JETTY PROJECT; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A. IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED FORTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$442,200) IN FURTHERANCE OF THE ASSIGNED AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that Mikyoung Kim Design was initially hired as the lead designer for the Harbourfront Jetty Park project in 2019 and now the Village was aiming to complete the architectural work with 100% local oversight by Benson and Associates. He said Benson and Associates would take over as the architect of record to manage ongoing and additional work needed to complete the project, including design coordination, drawing submission, and fulfilling the requirements for pre-construction. He said the estimated costs for these services was \$442,000.

Councilman Sklar said that he wanted to avoid the issue of errors and omissions that the Village experienced with the Waterfront Park and be assured that the Benson had experience in waterfront construction and construction administration.

Matilde Reyes, Capital Program Director said that Florida Statutes require having an architect on board for permitting and coordination. She noted that due to the uniqueness of the project, few consultants have a jetty project, but Charles Benson has relevant experience with projects on waterways.

Charles Benson, Benson and Associates, introduced himself as an architect with extensive experience in complex waterfront projects. He highlighted his work on various condominiums with seawalls and other waterfront structures in Miami Beach and nearby areas. He said that he has extensive expertise with construction drawing documents, and that his projects had never required change orders. He added that although he as a construction license, the focus has been on supervision and construction drawings.

MOTION: A Motion to approve the Resolution was moved by Vice Mayor Seth E. Salver and seconded by David J. Albaum.

VOTE: The Motion passed by unanimous voice vote (4-0).

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AWARDED A CONSTRUCTION MANAGER AT-RISK (CMAR) AGREEMENT TO THE WHITING-TURNER CONTRACTING COMPANY FOR SERVICES RELATED TO THE HARBOURFRONT PARK, JETTY & CUTWALK PROJECT, APPROVING A PRE-CONSTRUCTION FEE IN THE AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS (\$159,594); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that as the Harbourfront Park and Jetty project nears the construction phase, and with the experience gained from the Waterfront Park project, instead of using the traditional invitation to bid where you design, bid, and build, the Village would be using the construction manager at risk (CMR) methodology.

He said the Village received a bid from Whiting Turner in partnership with Ebsary, who along with other firms had been involved in assisting the Village with cost estimating and constructability. He said he was confident with the budget numbers, notwithstanding expected inflation.

He said after this pre-construction agreement was approved, they would assist the design team in completing 100% buildable construction documents. He said that this approach allows them to finalize the drawings with input from the contractors, aiming to reduce future change orders and optimize the project, and a final guaranteed maximum price (GMP) will be set within the next few months for Council approval. He said that if the guaranteed maximum price (GMP) is acceptable, Whiting Turner and EBSRI will proceed with construction, or the Village can opt out if dissatisfied with the GMP. He said they expect to finalize the GMP within four months, potentially starting construction by the end of the year or early next year.

Henry Shawah, Vice President Whiting Turner for South Florida Operations, introduced himself and his team, Trevor Guynes, Project Manager Whiting Turner, Scott Alfele, President Ebsary, and Matt Shiring, Vice President.

MOTION: A Motion to approve the Resolution was moved by Vice Mayor Seth E. Salver and seconded by David J. Albaum.

VOTE: The Motion passed by unanimous voice vote (4-0).

R7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL REPORT OF THE VILLAGE ATTORNEY AND APPROVING AN INCREASE IN COMPENSATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item. There was a general consensus from the Council to accept the Village Attorney's annual report and to award the firm with a 5% increase in compensation to June 1, 2024, the date of the Attorney's report, while keeping annual reporting date at March 1. There was also consensus that the Village Attorney would provide more robust monthly reporting that included a breakdown of work provided.

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

VOTE: The Motion passed by unanimous voice vote (3-1) with Councilman Sklar voting against, saying that he had not attended the Attorney's workshop and was not prepared to vote.

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Sandbar Status - Mayor Jeffrey P. Freimark

Mr. Gonzalez introduced the item saying that he had recently met with the County and the Army Corps of Engineers to discuss the beach renourishment project with the possibility of dredging the sandbar. He said that this could provide sand while at the same time curbing some undesirable activity.

Leonard Barrera Allen, Cummins Cederberg, said that the response from the the Army Corps was disappointing due to various challenges, including scheduling issues, equipment compatibility, and the presence of seagrass.

He said that while the initial aerial mapping showed a reduction in seagrass density, which might make future dredging feasible, other option were being explored including designating the shoal area as a non-motorized or recreational zone. He said that a meeting with the Florida Fish and Wildlife Conservation Commission was scheduled to evaluate this approach.

Danielle Irwin, Cummins Cederberg, via Zoom said that the statute governing vessel exclusion could allow the village to pass an ordinance restricting motorized boats from the shoal if it was designated exclusively for non-motorized vessels like kayaks and paddleboards, adding that this would be a novel solution. She added that the Village's municipal boundaries only covered about half of the shoal, so collaboration with the County would be necessary to enforce the restriction across the entire area.

Councilman Sklar asked how Village boat owners would be affected, to which Ms. Irwin said that they would be able to use the Intercoastal Waterway channel or an unmarked channel along the shoreline. Councilman Sklar added that he had been working with the office of Melanie Griffin, Secretary of Florida Department of Business and Professional Regulation, asking them to investigate whether restaurant boats were operating legally and that he expected to have an answer by the September Council meeting.

Vice Mayor Salver asked if it would be premature to reach out to the County, to which Ms. Irwin said that there already has been some initial outreach in considering using the area as dredge site, but the County was reluctant due to the environmental review conducted before the last renourishment project.

Mr. Gonzalez asked if Surf Rider Foundation might assist, to which Ms. Irwin said that she thought they would be more interested in the areas they engage in surfing activities.

R9B Discussion Item - Potential Legalization of Marijuana - Village Manager Jorge M. Gonzalez

Mr. Gonzalez introduced the item saying that in anticipation that recreational marijuana could be legalized in November, that could result in an increased demand for distribution sites within the Village, that he and the Village Attorney were recommending that the Council provide policy guidance to him and the Village Attorney in proactively changing the Village Code to regulate marijuana retail centers.

Ms. Trevarthen provided an overview of the existing legislation, saying that State Statute preempts local municipalities from regulating marijuana treatment centers and that recreational use. She said the Village could prohibit retail outlets or regulate them in the same manner that drug stores or pharmacies are regulated, as a conditional use, in the Business District.

Mayor Freimark said that he supported directing Staff to bring an ordinance back to the Council with language to prohibit marijuana retail centers in the Village, to which Vice Mayor Salver agreed, adding that it was important to be proactive, as the Village had been with short term rentals. There was a general consensus in agreement.

R9C - PUBLIC COMMENT

Nica Logan, 64 Camden Drive, asked if the Village would reach out to Bay Harbor Islands, to discuss collaboration in regard to restricting motorized vessels on their part of the shoal, to which Mayor Freimark said that once the Village is better educated to what Bal Harbour and the County could do, the Village could certainly reach out to them.

R10 - VILLAGE MANAGER REPORT

Mr. Gonzalez provided an update on the Bal Harbor Shops application and the litigation challenging the ordinances passed earlier in the year. He said a motion to dismiss has been filed and oral arguments are expected between late August and September. He said that technical review of the application is progressing, with a 120-day statutory period for review and decision-making.

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report

Ms. Trevarthen reminded the Council that at the June meeting she had announced potential shade sessions on all pending litigation.

END OF REGULAR AGENDA

ADJOURNMENT - The meeting was adjourned at 8:30 PM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

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

Workshop Minutes

July 16, 2024

At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in person. Members of the public were encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER- Mayor Freimark called the meeting to order at 5:4 P.M.

The following were present:

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David Wolf - via Zoom
Councilman David J. Albaum

The Following were not present

Councilman Buzzy Sklar

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

Ms. Trevarthen provided a summary of the of the work she and her firm had performed during calendar year 2023. She said she would be asking for a 5% increase.

All members present said that they had met with Ms. Trevarthen were pleased with her performance and had provided her with feedback on areas of improvement. Mayor Freimark specifically mentioned the excellence and quantity of work conducted in a brief period of time, under a unique set of circumstances, regarding the Shops, Waterfront Park Bellini, and Oceanfront District. There was a general consensus that Councilmembers would like to have more robust reporting, and a breakdown of work provided.

The Council agreed that a 5% increase was reasonable, to be retroactive to June 1, 2024, the date of the Attorney's report, while keeping annual report due date on March 1.

There were no comments from the public.

ADJOURNMENT - The workshop ended 6:22 PM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY JAMES AND SAMANTHA MAZZA; TO COMBINE UNITS 1227 AND 1228 LOCATED IN THE OCEAN FRONT DISTRICT AT 10275 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Issue:

Should Council ratify the Building Official's approval of the Unity of Title for 10275 Collins Ave 1227 and 1228, by approving this Resolution?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

James Mazza and Samantha Mazza (the "Owners") own the real properties located at 10275 Collins Ave Units 1227 and 1228 ("Property") of the Ocean Front zoning district. On July 17, 2024, the Owner advised the Village of its desire to combine the two units into one.

The Owner has submitted a Unity of Title, which has been reviewed and approved by the Village Attorney, to combine the two (2) units.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

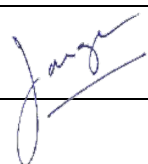
N/A

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

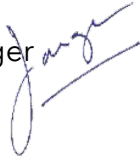


BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY JAMES AND SAMANTHA MAZZA; TO COMBINE UNITS 1227 AND 1228 LOCATED IN THE OCEAN FRONT DISTRICT AT 10275 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending that the Village of Bal Harbour (the "Village") Council ratify the Building Official's approval of the Unity of Title ("UOT") combining two units in the ocean front district into one by approving the resolution.

BACKGROUND

James Mazza and Samantha Mazza (the "Owners") own the real properties located at 10275 Collins Ave Units 1227 and 1228 ("Property") of the Ocean Front zoning district. On July 17, 2024, the Owner advised the Village of its desire to combine the two units into one.

ANALYSIS

Currently, the Property is legally described as the following:

UNIT 1:

HARBOUR HOUSE CONDO
UNIT 1227, UNDV 0.200%
INT IN COMMON ELEMENTS
OFF REC 25512-0154
COC 25622-1387 04 2007 1

UNIT 2:

HARBOUR HOUSE CONDO
UNIT 1227, UNDV 0.200%
INT IN COMMON ELEMENTS
OFF REC 25512-0154
COC 25622-1387 04 2007 1

Also known as 10275 Collins Ave, Unit 1227, Bal Harbour, FL 33154, Miami-Dade County, Florida ("Unit 1") and 10275 Collins Ave, Unit 1228, Bal Harbour, FL 33154, Miami-Dade County, Florida ("Unit 2"),

The Owner has submitted the attached UOT, which has been reviewed and approved by the Village Attorney, to combine the two units.

THE BAL HARBOUR EXPERIENCE

This item falls under the category "Other:" A Unity of Title to combine two residential lots 10275 Collins Ave 1227 and 1228.

CONCLUSION

The Administration recommends the adoption of the resolution, ratifying the Building Official's approval of the UOT for the combination of the residential lots into one as described above.

Attachments:

1. Unity of Title for 10275 Collins Ave 1227 and 1228
2. Property Appraiser's Detailed Report 10275 Collins Ave 1227
3. Property Appraiser's Detailed Report 10275 Collins Ave 1228
4. Owner Letter to Village
5. Harbour House Condominium Association Letter

RESOLUTION NO. 2024_____

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY JAMES AND SAMANTHA MAZZA; TO COMBINE UNITS 1227 AND 1228 LOCATED IN THE OCEAN FRONT DISTRICT AT 10275 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, James and Samantha Mazza (the "Applicant") seeks to combine units 1227 and 1228 in the ocean front district located at 10275 Collins Avenue into one unit; and

WHEREAS, the Village Council desires to ratify the Building Official's approval of a Unity of Title for the Applicant to combine the two units into one unit; and

WHEREAS, the Village Council finds that the approval is warranted.

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. Ratification of Unity of Title. That the application to create one unit from units 1227 and 1228 located at 10275 Collins Avenue, as described in the Unity of Title, is hereby ratified.

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

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

PASSED AND ADOPTED this 17th day of September 2024.



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.

This instrument prepared b
after recording return to

James F Mazza
10275 Collins Ave, apt 1228,
Bal Harbour, FL 33154

Folio Number(s): 12-2226-093-3430, 12-2226-093-3560

UNITY OF TITLE

The undersigned (Owner”) is the owner of the following described real property (“Property”) located in Bal Harbour Village, Florida:

James F Mazza: Harbour House Condo unit 1227 UNIDV 020001;
INT IN COMMON Elements OFF REC 25512-0154 COC 25622-13PT 01 20071;
Harbour House Condo unit 1228 UNIDV 020001; INT IN COMMON Elements OFF REC
25512-0154 COC 25732-3604 06 2007 1
Street address: 10275 Collins Ave, apt 1227 & 1228

In consideration of the issuance of a building permit by Bal Harbour Village (“Village”) for the construction of a combination of two existing apartments ^{into one single residential unit} Property, Owner hereby agrees to restrict the use of the Property in the following manner:

- Property as One Parcel.** The Property shall be considered as one parcel of land. No portion of the Property shall be encumbered, mortgaged, sold, transferred, di conveyed, devised or assigned, except in its entirety as one parcel of la
- Use of Property.** The Property shall only be used for residential purposes. The only construction which may be permitted on the Property is that of a combining two existing apartments into one single residential unit
- Covenant Running with the Land.** This Unity of Title is a covenant running with the land and shall remain in full force and effect and be binding upon the Owner, and its heirs, successors, and assigns until such time as this Unity of Title is modified or released in the manner provided he
- Term.** This Unity of Title shall run with the land and shall be binding on all parties and all persons claiming under it for a period of 30 years from the date this Unity of Title is

recorded, after which time it shall be extended automatically for successive periods of 10 years eac

5. **Modification, Amendment, Release.** This Unity of Title may only be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then-owner(s) of the Property, with joinders by all mortgagees, if any, and by the Director of the Bal Harbour Village Building Department or his or her successor or designee.
6. **Enforcement.** Enforcement of this Unity of Title shall be by action against any parties or person violating, or attempting to violate, any of the covenants set forth herein. The prevailing party in any action or suit pertaining to or arising out of this Unity of Title shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable attorneys' fees. This enforcement provision shall be in addition to any other remedies available at law or in equity.
7. **Authorization for Village to Withhold Permits and Inspections.** In the event the terms of this Unity of Title are not being complied with, in addition to any other remedies available, the Village is hereby authorized to withhold any further permits, and to refuse to make any inspections or grant any approvals, until such time as this Unity of Title is complied with.
8. **Recording.** Owner shall promptly record this Unity of Title in the Public Records of Miami-Dade County, Florida at the Owner's expense, and shall provide a copy of the recorded instrument to the Village within 10 days after recording.

SIGNATURE BLOCKS ON FOLLOWING PAGES

This Unity of Title has been executed by the Owner on 07/05/2024.

Witnesses (2 required):

OWNER:

Signature: [Signature]

[Signature]

Print name: Nikolay Babenko

Address: 7 Pilgrim way
COLTS NECK, NJ 07722-1243

Signature: [Signature]

Print name: Gaukhar Yessenova

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on 07/05/2024,
by James F Mazza
who (check one) [] is personally known to me or [] has produced
as identification.

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:

Print Name: Aliaksandr Keliada



ALIAKSANDR KALIADA
Notary Public
State of Florida
Comm# HH492944
Expires 2/14/2028

JOINDER BY MORTGAGEE

TD Bank, N.A, a Delaware corporation and Mortgagee under that certain mortgage from James F Mazza, Samantha Mazza dated 06/11/2024 and recorded in Official Records Book 34266, Page 3035, 3006, of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing Unity of Title, does hereby acknowledge that the terms of this Unity of Title are and shall be binding upon the undersigned Mortgagee and its successors in title.

Witnesses (2 required):

Signature: [Signature]
Print name: Nikolay Baberles
Signature: [Signature]
Print name: Gaukhar Yessenova

Mortgagee:

By: [Signature]
Print name: James F Mazza
Title: _____
Date: 07/05/2024

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me on 07/05/2024, by James F Mazza, as _____ of _____, on behalf of the _____. He or she (check one) [] is personally known to me or [] has produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida
Print Name: Aleksandr Keliade

My Commission Expires: 2/14/2028
ALEKSANDR KALIADA
Notary Public
State of Florida
Comm# HH492944
Expires 2/14/2028





OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 08/28/2024

PROPERTY INFORMATION	
Folio	12-2226-043-3430
Property Address	10275 COLLINS AVE UNIT: 1227 BAL HARBOUR, FL 33154-1417
Owner	JAMES MAZZA , SAMANTHA MAZZA
Mailing Address	7 PILGRIM WAY COLTS NECK, NJ 07722
Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths /Half	1 / 1 / 1
Floors	0
Living Units	1
Actual Area	
Living Area	896 Sq.Ft
Adjusted Area	896 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1964



ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$658,281	\$526,625	\$421,300
Assessed Value	\$459,594	\$417,813	\$379,830

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$198,687	\$108,812	\$41,470

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION
HARBOUR HOUSE CONDO
UNIT 1227
UNIDV 0.2000 %
INT IN COMMON ELEMENTS
OFF REC 25512-0154

TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$459,594	\$417,813	\$379,830
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$658,281	\$526,625	\$421,300
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$459,594	\$417,813	\$379,830
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$459,594	\$417,813	\$379,830

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/03/2024	\$880,000	34266-3032	Qual by exam of deed
11/22/2016	\$100	30320-1668	Corrective, tax or QCD; min consideration
11/18/2015	\$470,000	29860-4161	Qual by exam of deed
06/03/2009	\$100	26928-3422	Corrective, tax or QCD; min consideration

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 09/11/2024

PROPERTY INFORMATION	
Folio	12-2226-043-3560
Property Address	10275 COLLINS AVE UNIT: 1228 BAL HARBOUR, FL 33154-1417
Owner	JAMES MAZZA , SAMANTHA MAZZA
Mailing Address	7 PILGRIM WAY COLTS NECK, NJ 07722
Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths /Half	1 / 1 / 1
Floors	0
Living Units	1
Actual Area	
Living Area	896 Sq.Ft
Adjusted Area	896 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1964



ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$658,281	\$526,625	\$421,300
Assessed Value	\$509,773	\$463,430	\$421,300

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$148,508	\$63,195	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION
HARBOUR HOUSE CONDO
UNIT 1228
UNIDV 0.2000 %
INT IN COMMON ELEMENTS
OFF REC 25512-0154

TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$509,773	\$463,430	\$421,300
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$658,281	\$526,625	\$421,300
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$509,773	\$463,430	\$421,300
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$509,773	\$463,430	\$421,300

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/03/2024	\$840,000	34266-3003	Qual by exam of deed
04/26/2021	\$460,000	32488-0447	Qual by exam of deed
04/14/2014	\$422,000	29120-3797	Qual by exam of deed
08/27/2010	\$319,000	27409-0151	Qual by exam of deed

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James F Mazza
10275 Collins Ave, apt 1228
Bal Harbour, FL 33154
jm@mazzarecycling.com

Bal Harbour Village
Building Department
655 96th Street
Bal Harbour, FL 33154

**Request to Combine Apartments 1227 and 1228 in Harbour House
Condominium**

To whom it may concern,

I hope this letter finds you well. I am writing to formally request to combine two existing apartments, Units 1227 and 1228, in the Harbour House Condominium located at 10275 Collins Ave, Bal Harbour, Florida, 33154.

The purpose of this project is to renovate and combine the two apartments into a single, larger residential unit. This renovation is aimed at enhancing the living space to better suit our family's needs. I would like to keep address 10275 Collins Ave, apt 1228, Bal Harbour, FL 33154, with folio number 12-2226-043-3560.

Legal Description of the Property:
HARBOUR HOUSE CONDO
UNIT 1228
UNIDV 0.2000%
INT IN COMMON ELEMENTS
OFF REC 25512-0154
COC 25732-3604 06 2007 1

Thank you for your time and consideration.

Sincerely,

James F Mazza

07/08/2024





HARBOUR HOUSE CONDOMINIUM ASSOCIATION, INC.
10275 COLLINS AVE, BAL HARBOUR, FL 33154

July 16, 2024

Unit: 1227 & 1228

HARBOUR HOUSE CONDOMINIUM ASSOCIATION, INC.
ARCHITECTURAL MODIFICATION REQUEST
Owner of Records: JAMES MAZZA & SAMANTHA MAZZA

This letter is to serve as an **APPROVAL** from the Board of Directors of HARBOUR HOUSE CONDOMINIUM ASSOCIATION, located at 10275 Collins Ave, Bal Harbour, FL 33154.

Oscar D. Gonzalez is the author architect responsible for the project drawing submitted by the registered owner of Units 1227 and 1228 in Harbour House Condominium in accordance with the Association Guidelines. This Association is in receipt of Occupational License.


Permission to combine the above units has been granted by Harbour House Association to Mr. **James Mazza & Ms. Samantha Mazza**. Demolition of a non-load bearing wall to join units 1227 & 1228 as a single unit in accordance with the plans provided will be performed by a third-party contractor in a separate Architectural Modification processing package.

Please see that any required permits are obtained and that all Village of Bal Harbour and Dade County ordinances are adhered to. Additionally, you must be sure that any damage to Common Elements that occurs because of your renovation is restored to its original condition.

Should you have any further questions, please feel free to contact the Management Office during regular office hours at (305) 868-6022.

Sincerely,

FOR THE BOARD OF DIRECTORS,

By: 
Print Name: Felice Lindenbaum
Position: Secretary of Board
Board of Directors Member
Harbour House Condominium Association, Inc.



BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING AN INTERLOCAL AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND MIAMI-DADE COUNTY TO ALLOW THE VILLAGE TO PUBLISH REQUIRED PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE IN ACCORDANCE WITH CHAPTER 50, FLORIDA STATUES.

Issue:

Should the Village Council ratify the interlocal agreement between the Village and Miami-Dade County for the option to use their publicly accessible website to publish legal notices and advertisements pursuant to Chapter 50, Florida Statutes?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village of Bal Harbour is shifting from publishing legal notices in newspapers to using an online platform due to legislative changes and rising costs. After Florida's Chapter 50 was amended in May 2022 to allow online publication of legal notices, the Village Council updated its Code of Ordinances in February 2024 to permit this method. Miami-Dade County has designated a website for these notices, which the Village may use after signing an agreement with the County. This transition is expected to cost \$1,414 annually for two user licenses, offering cost savings and greater control over notice publication.

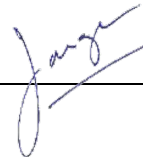
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

Amount	Account	Account #
\$1,414	Legal Ads - General Fund	01-19-504950

Sign off:

Village Clerk	Chief Financial Officer	Village Manager
Dwight S. Danie	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING AN INTERLOCAL AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND MIAMI-DADE COUNTY TO ALLOW THE VILLAGE TO PUBLISH REQUIRED PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE IN ACCORDANCE WITH CHAPTER 50, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Pursuant to its Code of Ordinances, Bal Harbour Village (the "Village") has traditionally advertised and published required notices and advertisements in newspapers of general circulation. HB 7049, amending Chapter 50 of the Florida Statutes to allow municipal governments to publish legal notices on a County-approved publicly accessible website, was signed into law in May 2022 by Governor Ronald DeSantis.

On February 20, 2024, due to recent cost increases and a reduction in available publication options, the Village Council passed Ordinance No. 2024-0656, amending Sections 2-384, 6-61, 18-116, 18-117, and 21-52 of the Village's Code of Ordinances (the "Code") to incorporate provisions permitting the Village to publish its legal notices in accordance with Chapter 50 of the Florida Statutes.

Miami-Dade County has designated the publicly accessible website - legalads.miamidade.gov - for the publication of legally required advertisements and public notices. Upon the execution of an interlocal agreement with the County, the Village may elect to utilize the designated publicly accessible website for the publication of its required notices and advertisements.

ANALYSIS

The Village has historically budgeted \$21,000 per year for legal ads: \$1,000 annually for ads published in the Daily Business Review, where the cost of a single notice was approximately \$120, and \$20,000 for the Miami Herald, where typical ads range between \$1,500 (1/8 page) and \$3,100 (1/4 page). The Daily Business Review ceased publishing

print copies in December 2024, leaving only the Miami Herald as a required newspaper of general circulation.

The estimated cost of website publication is \$707 annually per user license, which would include software maintenance and support. It is expected that the Village would acquire two licenses for approximately \$1,414. Utilizing a publicly accessible website with a site unique to the Village would also eliminate additional costs for ad size, length of notice, number of characters, and duration of publication. In addition, the Village would control the timing of its own publications.

THE BAL HARBOUR EXPERIENCE

Other - Administrative Efficiency - The Village would realize substantial savings in annual costs for legal ads and the publication process would be streamlined.

CONCLUSION

Village staff recommends that the Village Council determine that it is in the best interest of the Village to ratify the interlocal agreement between the Village and Miami-Dade County for the option of utilizing its publicly accessible website for the publication of required legal notices and advertisements.

Attachments:

1. Interlocal Agreement - Miami-Dade County Publicly Accessible Website

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING AN INTERLOCAL AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND MIAMI-DADE COUNTY TO ALLOW THE VILLAGE TO PUBLISH REQUIRED PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE IN ACCORDANCE WITH CHAPTER 50, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 50 of the Florida Statutes has been amended to permit municipalities to publish all required notices and advertisements on a publicly accessible website as specified in Section 50.0311 of the Florida Statutes; and

WHEREAS, pursuant to its Code of Ordinances, the Village of Bal Harbour (the "Village") must publish required legal notices and advertisements in newspapers of general circulation; however, recent cost increases and a reduction in available choices for publication have left the Village only one expensive publishing option; and

WHEREAS, the Village seeks to adopt a more cost-effective approach by publishing its official notices through a publicly accessible website in compliance with Section 50.0311 of the Florida Statutes; and

WHEREAS, on February 20, 2024, the Village Council passed Ordinance No. 2024-0656, amending Sections 2-384, 6-61, 18-116, 18-117, and 21-52 of the Village's Code of Ordinances (the "Code") to incorporate provisions permitting the Village to publish its legal notices in accordance with Chapter 50 of the Florida Statutes; and

WHEREAS, pursuant to Section 50.0311, Miami-Dade County has designated a publicly accessible website - legalads.miamidade.gov - for the publication of legally required advertisements and public notices; and

WHEREAS, upon the execution of an interlocal agreement with Miami-Dade County, the Village has elected to utilize the designated publicly accessible website for the publication of its required notices and advertisements; and

WHEREAS, the estimated annual cost for software, maintenance, and support is \$707 per local government agent or employee user, representing less than four percent of the \$21,000 allocated annually for the Village's legal advertisements; and

WHEREAS, the Village Council determines that it is in the best interest of the Village to ratify an interlocal agreement with Miami-Dade County for the publication of the Village's notices and advertisements.

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. Interlocal Agreement Ratified. That the execution of the interlocal agreement with Miami-Dade County by the Village Manager to provide the Village the option to publish its legal notices and advertisements on their publicly accessible website pursuant to Chapter 50, Florida Statutes, is hereby ratified and approved by the execution of the Interlocal Agreement by the Village Manager on behalf of the Village.

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

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

PASSED AND ADOPTED this 17th day of September, 2024.



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.

Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and Bal Harbour Village, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website - **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

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

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal Requirements"). The County shall have no responsibility for ensuring

that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and,

upon receipt of such invoice, the Local Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands,

claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first- class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

To: Miami-Dade County Communications and
Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

To: Jorge M. Gonzalez, Village Manager
655 96th Street
Bal Harbour, FL, 33154

Copies to Dwight S. Danie, Village Clerk
655 96th Street
Bal Harbour, FL, 33154

Susan Trevarthen
Weiss Sertora Helfman Cole & Bierman, P.L.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, FL, 33312

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

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

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this

Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. 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 formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party'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.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: *Jason Kim*
29 day of August, 2024

LOCAL GOVERNMENT

BAL HARBOUR VILLAGE

BY: *Jorge M. Gonzalez*
Jorge M. Gonzalez, Village Manager

ATTEST: 
Dwight S. Danie
Dwight S. Danie, Village Clerk

22nd day of August, 2024

Approved as to form
and legal sufficiency:
[Signature]
Village Attorney

Approved as to form
and Legal Sufficiency
[Signature]
Assistant County Attorney
9/4/24
Date

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PROVISION OF LANDSCAPE ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES WITHIN THE GATED RESIDENTIAL COMMUNITY COMMON GREENSPACE AREAS AS NEEDED, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS NOR THE APPLICABLE STATUTORY LIMITATIONS ENUMERATED IN FLA.STAT.§ 287.055.

Issue:

Should the Village Council approve the Continuing Services Agreement with Kimley Horn, Inc., to provide landscape architectural services as detailed within the agreement?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Bal Harbour Civic Association (BHCA) and staff co-developed a Request for Qualifications (RFQ), RFQ-2024-01 BHCA Landscape Architecture Services and solicited local landscape architectural firms to assist them in the development and re-envisioning of their common area green spaces. The sole submittal was received from Kimley Horn and Associates, Inc.(KHA), The evaluation committee and the BHCA Board, met and unanimously selected KHA for recommendation to the Village Council approval. If approved, Kimley Horn and Associates, Inc., will be retained under a continuing contract and shall be requested to provide services on an on-going, as-needed basis, for various projects for and assigned by the BHCA. These services will be authorized under individual Task Agreements for the specific work requested and detailed within submitted proposals.

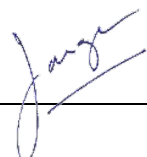
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Director Public Works & Beautification Department	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez



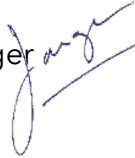
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PROVISION OF LANDSCAPE ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES WITHIN THE GATED RESIDENTIAL COMMUNITY COMMON GREENSPACE AREAS AS NEEDED, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS NOR THE APPLICABLE STATUTORY LIMITATIONS ENUMERATED IN FLA.STAT.§ 287.055; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The common area greenspace and park areas within the residential Gated Community has not received a significant enhancement in several years. Currently there is no masterplan which identifies and prioritizes the beautification, and pedestrian safety enhancement of these areas.

The Bal Harbour Civic Association (BHCA) is seeking to retain the services of a Landscape Architectural firm to assist them in the development and re-envisioning of their common area green spaces. The retention of a qualified Landscape Architectural firm will allow for the development of a comprehensive landscape masterplan and lead to the further creation of a long-term capital projects program to address landscaping, streetlighting and pedestrian safety initiatives. The overall goal of this action is to enhance both the aesthetic appeal and usability of Association outdoor areas.

No minimum amount of such engineering services or compensation will be guaranteed to the firm retained, and the BHCA is not prevented in any manner from retaining other firms, in its sole discretion, to perform any such work. As provided in Section 287.055, Fla. Statutes, the selected firm(s) will be retained under a continuing contract and shall be requested to provide services on an on-going, as-needed basis, for various projects for and assigned by the BHCA. The selected firm will serve as the BHCA Landscape Architect on a continuing basis. The anticipated services will be delivered in accordance with the latest version of the Consultant's Competitive Negotiation Act, FS 287.055.

ANALYSIS

In furtherance, the BHCA collaborated with the Public Works & Beautification Department to create a Request for Qualifications (RFQ), RFQ-2024-01 BHCA Landscape Architecture Services, solicitation to obtain responses from local firms. The information below details the services envisioned and the required minimum qualifications as proffered within the RFQ.

SERVICES SOUGHT:

The services shall generally consist of collaborating with the Association Board and designee, to create a "Greenspace Master Plan", to be implemented in multiyear phases, which incorporates the following overall and site-specific goals.

- **Beautification:** Utilize native trees and plants to create visually appealing and resilient landscapes.
- **Park Drive:** Create a dense foliage barrier between the community and Collins Avenue to enhance security by deterring unauthorized entry and block the view of nearby buildings. Additionally, address the current concern of residents walking on the street due to lack of walkways, and the issue of speeding, by incorporating safe and well-designed walkways.
- **Open Green Spaces:** Increase tree coverage to provide shade and encourage more usage by people and children, incorporating features such as trees with swings and other creative ideas. Enhance additional green spaces, including the current bird sanctuary, by designing areas with butterfly gardens, benches, and other amenities to improve their appeal and usability.
- **Community Gathering Spaces:** Transform open greenspace areas into desirable gathering destinations with amenities such as walking paths, butterfly gardens, play areas, and a dog park, encouraging social interaction and outdoor activities for all residents.
- **Lighting:** Modernize the existing street lighting, which is from the original plat, to improve visibility and enhance the overall safety and aesthetics of the community.
- **Sustainable Practices:** Implement sustainable landscaping practices for long-term resilience and low maintenance.
- **Engineering Solutions:** Address grading, drainage, and other civil engineering aspects to ensure structural integrity and compliance with local regulations.
- The Consultant may be requested to perform additional services or provide service frequencies at the discretion of the BHCA.

MINIMUM QUALIFICATIONS:

The following details the minimum qualification requirement for this solicitation.

- Proposers must be able to demonstrate an exemplary record of performance for the last 5 years, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation. Proposals will only be considered

from firms which are regularly engaged in the business of providing the services as described in the solicitation.

- At a minimum, the Proposer must be authorized to do business in the State of Florida and must have a minimum of 5 years continuous experience operating under the same name and professional licenses. Professional licensing by the State of Florida is preferred. The proposer must have completed a minimum of:
 - Two (2) urban row streetscape projects or;
 - Two (2) Park projects or;
 - Four (4) residential landscape projects and
 - Three (3) residential Homeowner Association Community landscape projects.
- Projects submitted to demonstrate the qualifications of the firm must be complete and have received final acceptance, with a construction cost of not less than \$100,000, per project within the past ten years.
- Additionally, both the principal of the Proposer and the project manager assigned to oversee the developed projects must have a minimum of five years' experience in the planning, design and construction administration of residential community or municipal projects.

The RFQ was placed on the Public Purchase website from June 07,2024 until July 12, 2024, at 3:00 pm. The following eight (8) firms accessed the RFQ documents from the website. Additionally, six (6) firms were directly sent the RFQ documents for review and response.

Bal Harbour Village	
RFQ-2024-01	
RFQ-2024-01 Continuing Landscape Architectural and Professional Consulting Services-BHCA	
Vendor Name	Access Method
Calvin Giordano & Associates	Public Purchase
Bermello Ajamil & Partners, Inc.	Public Purchase
Chen Moore and Associates	Public Purchase
Studio Outside	Public Purchase
SGM Engineering, Inc.	Public Purchase
Miller, Legg & Associates, Inc.	Public Purchase
BEAM Architects	Public Purchase
Kimley-Horn and Associates, Inc.	Public Purchase
Curtis and Rogers Design Studio	Direct Delivery
Savino & Miller Design Studio	Direct Delivery
Garcia-Pons + Associates, LLC.	Direct Delivery
ENEA Garden Design, Inc.	Direct Delivery
Anderson Landscaping, Inc.	Direct Delivery
Lewis Aquí Landscape + Architectural Design, LLC.	Direct Delivery

One firm Kimley-Horn and Associates, Inc. (KHA), submitted a response by the solicitation deadline to the Village Clerk. The constituted evaluation committee members, BHCA President, Neca Logan, Property Manager, Ana Chavarria and Public Works & Beautification Director John Oldenburg, met on August 07, 2024, to review and interview the submittal received from KHA. The committee voted unanimously that the submittal received from KHA was responsive and it was appropriate to recommend the selection of KHA to the BHCA board for further consideration.

Subsequently, on August 21, 2024, a meeting of the Board of The Bal Harbour Civic Association, Inc., was held. Board President Neca Logan, board directors, Rita Collins, Jose Biton and BHCA property manager, Ana Chaverria were in attendance.

A vote was taken to approve Kimley-Horn and Associates, Inc., as the consultant for landscape architectural and engineering services, resulting in a 3-0 approval. The firm will assist in developing a master plan, creating a tree plan, and enhancing Community green spaces with support from their team of landscape architects, lighting experts, and civil engineers.

Kimely-Horn and Associates, Inc., Profile:

The information below provides information about KHA which was provided within their submittal.

- Kimley-Horn has been a licensed, registered, and practicing landscape architecture and engineering firm in the State of Florida since 1968. Additionally, they state they have completed hundreds of urban row streetscape, park, residential landscape, and residential Homeowner Association Community landscape projects in Florida and nationwide.
- Kimley-Horn and Associates, Inc. is a full-service engineering and consulting firm with approximately 7,700 employees and 133 offices in 32 states, the District of Columbia, and Puerto Rico. The Company has over 1,350 employees in Florida and over 100 employees in Miami.
- Kimley-Horn is regarded as an industry leader by Engineering News-Record (ENR), where they rank 9th on their list of the country's Top 500 Design Firms. They were also named as one of FORTUNE's "100 Best Companies to Work For" and have been on that list for 17 years.

As stated previously, under the terms of this continuing services agreement KHA will be requested to provide services on an on-going, as-needed basis, for various projects for and assigned by the BHCA. These services will be authorized under individual Task Agreements for the specific work requested and detailed within submitted proposals. The Task Agreements are subject to Village procurement practices and subject to Village Council approval if the cost exceeds the Village Manager's purchase authority.

With the single submittal received for the solicitation and the BHCA board recommendation for the approval of a continuing services agreement with KHA, staff requested and obtained a current rate schedule from the firm, which in effect until June

30, 2025, subject to annual adjustments, which are negotiable. Each staffing level has an hourly cost range which is based on the experience level required for the individual project, which is also subject to negotiation.

Classification	Rate
Analyst	\$180 - \$280
Professional	\$265 - \$345
Senior Professional I	\$320 - \$455
Senior Professional II	\$435 - \$475
Senior Technical Support	\$195 - \$315
Support Staff	\$150 - \$175
Technical Support	\$155 - \$230

If approved, the BHCA Board and their retained Property Manager provide the oversight for the landscape architectural firm and the Village will continue to act as the fiscal Agent for the agreement.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village’s stated mission through *The Bal Harbour Experience*. The retention of a qualified Landscape Architectural firm will allow for the development of a long-term capital projects program to address landscaping, streetlighting and pedestrian safety initiatives, and corresponds to the stated goals of Beautiful Environment, Safety, and Resiliency and Sustainable Community.

CONCLUSION

The Bal Harbour Civic Association (BHCA) seeks to retain the services of a Landscape Architectural firm to assist them in the development and re-envisioning of their common area green spaces. To proceed, the Association collaborated with the Public Works & Beautification Department to create a Request for Qualifications (RFQ), RFQ-2024-01 BHCA Landscape Architecture Services, solicitation to obtain responses from local firms.

The solicitation resulted in one submittal from Kimley Horn and Associates, Inc., received on the solicitation close deadline by the Village Clerk.

The BHCA president and property manager participated as members of the evaluation committee, resulting in the unanimous selection of KHA for recommendation to the BHCA board for further consideration. Subsequently, on August 21, 2024, a meeting of the Board of The Bal Harbour Civic Association, Inc., was held and unanimously voted to select KHA for submittal for Village Council approval.

If approved, Kimley Horn and Associates, Inc., will be retained under a continuing contract and shall be requested to provide services on an on-going, as-needed basis, for various projects for and assigned by the BHCA. These services will be authorized under individual Task Agreements for the specific work requested and detailed within submitted proposals. The Task Agreements are subject to Village procurement practices and subject to Village Council approval if the cost exceeds the Village Manager's purchase authority. The BHCA Board and their retained Property Manager provide the oversight for the landscape architectural firm and the Village will continue to act as the fiscal Agent for the agreement.

Based on my review of all relevant documents, I am recommending your approval of this Resolution which authorizes me to execute the Continuing Services Agreement with Kimley Horn and Associates, Inc., for the landscape architectural and related services as detailed within the agreement.

Attachments:

1. Kimely Horn and Associates, Inc., RFQ RFQ-2024-01 BHCA Landscape Architecture Services submittal.
2. BHCA Board meeting minutes-Kimley Horn

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PROVISION OF LANDSCAPE ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES WITHIN THE GATED RESIDENTIAL COMMUNITY COMMON GREENSPACE AREAS AS NEEDED, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS NOR THE APPLICABLE STATUTORY LIMITATIONS ENUMERATED IN FLA.STAT.§ 287.055; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Civic Association (“BHCA”) is seeking to retain the services of a Landscape Architectural firm to assist them in the development and re-envisioning of their common area green spaces; and

WHEREAS, BHCA collaborated with the Public Works & Beautification Department to create Request for Qualifications RFQ-2024-01 BHCA Landscape Architecture Services, to obtain responses from local firms; and

WHEREAS, one firm, Kimley-Horn and Associates, Inc. (“KHA”), submitted a response by the solicitation deadline to the Village Clerk to provide continuing services covering a range of landscape architectural and consulting work; and

WHEREAS, the evaluation committee voted unanimously that the submittal received from KHA was responsive and recommended the selection of KHA to the BHCA Board for further consideration; and

WHEREAS, on August 21, 2024, a meeting of the BHCA Board was held and a vote was taken and unanimously approved KHA as the consultant for landscape architectural and engineering services; and

WHEREAS, KHA will provide the services pursuant to the fee schedule included in the proposed Continuing Agreement; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into the Continuing Agreement with KHA, in substantially the form attached hereto, subject to the statutory limitations of Fla. Stat. 287.055, and annual budget allocations.

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. Continuing Services Agreement Approved. That the Continuing Agreement with Kimley-Horn and Associates, Inc., in substantially the form attached hereto, subject to the statutory limitations of Fla. Stat. 287.055, and annual budget allocations, 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 17th day of September 2024.



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.



Request for Qualifications No. 2024-01

CONTINUING LANDSCAPE ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES

WITHIN THE GATED RESIDENTIAL COMMUNITY OF BAL HARBOUR VILLAGE

Prepared for
BAL HARBOUR VILLAGE

Prepared by
Kimley»Horn
Expect More. Experience Better.

COVER PAGE

THIS SUBMITTAL IS MADE IN RESPONSE TO

RFQ No. 2024-01

Continuing Landscape Architectural and Professional Consulting Services within the Gated Residential Community Common Greenspace Areas of Bal Harbour Village

SUBMITTED BY

Kimley»»Horn

Expect More. Experience Better.

Kimley-Horn and Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134

CONTACT PERSON

Gregory Gonzalez, PLA

2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134

Telephone: 305.535.7714 | Facsimile: N/A

gregory.gonzalez@kimley-horn.com

KIMLEY-HORN PRINCIPAL OFFICERS

Barry L. Barber, *Chairman*

Steven E. Lefton, *President, CEO*

Aaron W. Nathan, *Chief Operating Officer, Executive Vice President*

Richard N. Cook, *Secretary, Senior Vice President*

Tammy L. Flanagan, *CFO, Executive Vice President*

David L. McEntee, *Senior Vice President, Treasurer*

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1

INTRODUCTION LETTER (4.4.3)

July 12, 2024

Bal Harbour Village
 Attn: Mr. Dwight S. Danie, Village Clerk
 Village Hall
 655 96th Street
 Bal Harbour Village, Florida 33154

Kimley»Horn

Expect More. Experience Better.

2 Alhambra Plaza, Suite 500
 Coral Gables, Florida 33134

RE: RFQ No. 2024-01; Continuing Landscape Architectural and Professional Consulting Services within the Gated Residential Community Common Greenspace Areas of Bal Harbour Village

Dear Members of the Selection Committee:

Since the incorporation of the Village in 1946, Bal Harbour has grown to become a diverse community with multigenerational families and a population of approximately 3,200 residents. We understand that Ball Harbor Village is seeking to improve and reimagine common area green spaces, transforming community spaces into a place that evokes the feelings of a grand estate, providing for enhanced aesthetics and enjoyment of all residents. This solicitation presents a crucial step in the Bal Harbor community's revisioning process by recognizing the residents' needs and wants. The reimaged green spaces will provide social and recreational value for all ages and backgrounds, creating a safe, accessible, and beautiful public space that reflects the character and celebrates the culture and history of this unique barrier island community.

To deliver this vision, you need an innovative consultant partner with a foundational understanding of iconic and energized public spaces, engaging community input, and the balance of art and function. As experts in parks, recreation, and eco-centric public spaces, your ideal team will also have a history of delivering implementable and maintainable designs and the ability to create a landmark that fosters new experiences and lasting memories for everyone who visits. **Kimley-Horn is that consultant.**

The Kimley-Horn team offers unparalleled depth of proven expertise and similar project experience. The Village will benefit not only from this group's talent, passion, and dedication to your success but also can have confidence that the ideas generated will be implemented thoughtfully and relayed to the community in a highly effective manner. This balance of both beautiful design and technical excellence means we will proceed with an understanding of the complete picture, including implementation realities such as budget and time constraints. Our collaborative, fully integrated approach prioritizes the harmony of creativity and function—**we make the ideal real.**

By selecting Kimley-Horn as your partner, you are securing the following keys to success:

- ✓ **HARMONY OF COMMUNITY AND DESIGN.** Our collaborative, inclusive master planning approach provides for transparency and trust, which will lay the groundwork for a fully integrated design that expresses the desires of this community's residents. Throughout this process, the Kimley-Horn team will prioritize implementable concepts that integrate the site, infrastructure, and landscape architecture from the onset. Our team will then work together as caretakers of the community's vision to develop thoughtful and functional design criteria resulting in aesthetic beauty, improved green spaces, and attractive social gathering places.

- ✓ **UNMATCHED TECHNICAL EXPERTISE.** Kimley-Horn’s staff has an extensive history of creating high-performing community spaces with unique, complex design considerations and project delivery methods, including marquee projects such as the Ocean Reef Club in Key Largo, Worth Avenue Restoration in Palm Beach, Regatta Park in Miami, Flex Park at Virginia Key, Miami Worldcenter, the Lincoln Road Pedestrian Mall extension in Miami Beach, and Oceanside at Fisher Island, to name a few. Due to our local experience working on several world-class community green spaces, this team has no learning curve.

Bolstering our in-house team is an outstanding collection of key teaming partners and leading specialists, including Manuel G. Vera & Associates, Inc. (Survey); Geosol, Inc. (Geotechnical Engineering); HLB Lighting Design, Inc. (Lighting Design); New Leaf Environmental, LLC (Arborist); and PMA Consultants, LLC (Cost Estimating).

- ✓ **AWARD-WINNING SOLUTIONS.** The Kimley-Horn team has a passion for designing parks and community green spaces with a proven track record of turning that passion into fully realized, world class gathering places. Over a span of more than 40 years, Kimley-Horn has completed thousands of public park and urban renovation projects throughout Florida and beyond. Our success demonstrates the versatility and abilities of our local design studio, combining national design expertise, extensive local knowledge, and a commitment to deliver. No Florida team has had more park design and implementation experience in the last ten years. In fact, during this timeframe, we have designed over a billion dollars of parks and public streetscapes in Florida.
- ✓ **THE KIMLEY-HORN DIFFERENCE.** Foundationally, we exist to enhance our communities and improve the health and happiness of those living in them. By creating places people want to experience and creating lasting memories within, we know the impactful change and shared prosperity that can stem from the built environment—a privilege, passion, and priority we carry through every project. Living up to this promise comes down to earning trust and driving unrivaled value for our clients, enabling us to continue shaping communities like Bal Harbour Village. We consistently hear that Kimley-Horn provides a better experience. That’s the truth behind our reputation, one we’ve established by remaining steadfast to our core purpose of exceptional client service. We will go above and beyond to exceed your expectations; with Kimley-Horn, you can expect more and will experience better.

Our team can’t wait to partner with you on this journey of discovery and reinvention. The Kimley-Horn team has the local knowledge and expertise necessary to serve the Village successfully in the capacity requested and the resources to go above and beyond to accomplish your goals. Our interdisciplinary team and approach will enhance and sustain the momentum of your current efforts, creating a plan and identity that other communities aspire to emulate.

We sincerely appreciate your consideration.

Sincerely,

Kimley-Horn and Associates, Inc.

Kimley»Horn



GREGORY GONZALEZ, PLA

Project Manager



GEORGE PUIG, PLA

Principal-in-Charge



2

Minimum Qualifications (4.4.4)

2. MINIMUM QUALIFICATIONS (4.4.4)

EXEMPLARY RECORD OF PERFORMANCE

Kimley-Horn's experience is unsurpassed as one of the country's largest and most diverse design firms. Our breadth of services and multidisciplinary, collaborative approach allows us to create destination-gathering spaces that are accessible, implementable, and maintainable. We know what makes a place worth visiting and remembering while considering how to create something constructible, safe, and timeless. Renowned for our specialization in curating distinctive environments, we seamlessly blend architecture, landscape, entertainment, culture, and history to create unforgettable experiences.

We are known for the outstanding work of our consulting staff, the quality of our work environment, and our stature as a business enterprise. Kimley-Horn is regarded as an industry leader by **Engineering News-Record (ENR)**, where we rank 9th on their list of the country's Top 500 Design Firms. We are also named as one of **FORTUNE's** "100 Best Companies to Work For" and have been on that list for 17 years. This means our staff will stick around for the long haul, providing you with a team of experts you can trust will be with you for the entire life of your projects.

Having worked extensively in the Miami area, Kimley-Horn has been a trusted local partner for nearly three decades. Our local presence and sensitivity to the community's concerns uniquely position us to benefit Bal Harbour Village. Our team is committed to providing you with unmatched accountability, responsiveness, and value. We understand that these types of contracts require quick action, flexibility, experience, creativity, and innovation—and our company culture aligns very well with this approach. As a full-service consulting firm, we have the resources that you will need throughout this contract.

FINANCIAL CAPACITY, EQUIPMENT, AND ORGANIZATION

Kimley-Horn and Associates, Inc. is a full-service engineering and consulting firm with approximately 7,700 employees and 133 offices in 32 states, the District of Columbia, and Puerto Rico. The Company had 2023 revenues of \$2.4 billion. Kimley-Horn has been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2023, the Company had total assets of \$1.6 billion and stockholder's equity of approximately \$314 million. In addition to the financial resources noted, Kimley-Horn also has an untapped \$125 million line of credit available for short-term cash flow needs. The Company's cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and have internal controls and business standards designed to keep our foundation strong.



Wellen Park, North Port, FL

FULL NAME OF ORGANIZATION

Kimley-Horn and Associates, Inc.

ADDRESS OF ORGANIZATION (CORPORATE OFFICE)

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

ADDRESS OF BRANCH OFFICE THAT WILL PERFORM, OR ASSIST IN PERFORMING, THE WORK

2 Alhambra Plaza
Suite 500
Coral Gables, FL 33134

TYPE OF ORGANIZATION

Corporation

STATE OF INCORPORATION

North Carolina

DATE OF INCORPORATION

February 10, 1967

FEIN NUMBER

56-0885615

CORPORATE CHARTER NUMBER

126896

FLORIDA CORPORATE CHARTER NUMBER

821359

PROFESSIONAL LANDSCAPE ARCHITECTURE LICENSE NUMBER

LA0001428

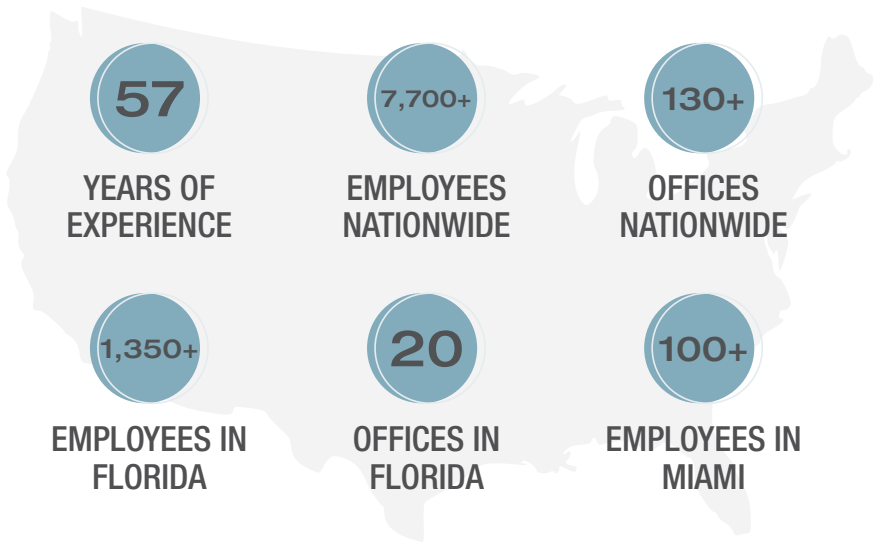
PROFESSIONAL ENGINEERING BUSINESS LICENSE NUMBER

696

Kimley-Horn meets and exceeds the minimum qualifications as outlined in section 1.2.2 Minimum Qualifications on page 5 of the RFQ. Kimley-Horn has been a licensed, registered, and practicing landscape architecture and engineering firm in the State of Florida since 1968. Additionally, we have completed hundreds of urban row streetscape, park, residential landscape, and residential Homeowner Association Community landscape projects in Florida and nationwide. Our team is carefully curated with professionals who offer unmatched experience in providing landscape architectural and engineering design services. Our principal-in-charge, **George Puig, PLA**, and project manager, **Gregory Gonzalez, PLA**, have more than four decades of combined experience in the planning, design, and construction administration of residential community and municipal projects. *Please find more detailed information regarding our qualifications in the following pages.*

HISTORY OF OUR FIRM AND SERVICES

Founded in 1967, Kimley-Horn is an employee-owned, privately held corporation offering a broad range of landscape architecture, engineering, planning, and environmental services to local, regional, national, and international clients. Over the past 57 years, we have grown from a small group of traffic and roadway engineers to one of the most respected consulting firms in the nation—and a recognized leader in landscape architecture. Today, Kimley-Horn has more than 7,700 employees in 130+ offices across the United States and in Puerto Rico, including more than 1,350 staff in Florida alone.



One feature that separates Kimley-Horn from other firms is our ability to provide integrated services for a project from concept to construction. Kimley-Horn has outstanding in-house resources and technical expertise to provide virtually all required services. We have diversified resources and the ability to draw from those resources at any time. Kimley Horn offers the resources of a large, nationally-ranked firm with the personal attention and nimble responsiveness of a small, dedicated firm. We operate as a single business unit, meaning the full range of our firm's resources can be applied to complete your projects efficiently without barriers or corporate limitations.

We will take on any assignment with the attention it deserves, resulting in improved community amenities and infrastructure for the residents and visitors of Bal Harbour Village.

Our in-house specializations include, but are not limited to:

- + System master planning and needs assessments
- + Parks, open space, and greenway planning and design
- + Site-specific master planning and design
- + Landscape architectural design
- + Paving, planting, lighting, street furniture, and wayfinding design
- + Bicycle and pedestrian design
- + Streetscape design
- + Aquatic design
- + Civil engineering
- + Structural engineering
- + Electrical engineering
- + Public participation programs
- + Environmental planning, design, and permitting
- + Roadway, utility, and drainage design
- + Construction documentation, bid evaluation, and observation



Regatta Park, Miami, FL

PARKS AND RECREATION PLANNING AND DESIGN

Kimley-Horn is a national leader in parks and recreation master planning and design. Our landscape architectural staff features park planners and designers who have a wide variety of experiences ranging from small and intimate pocket parks to multi-use landscaped corridors and active community parks. Our landscape architects emphasize the development of a pleasing human environment with functional spaces designed to artfully integrate with nature, complementing the community while developing a strong sense of place. Kimley-Horn has worked on park and recreation projects in Florida and throughout the country, including passive recreation, athletic facilities, and greenway and trail systems. We are a tight-knit group within this large firm, and we take pride in providing services such as needs assessments, feasibility studies, master planning, design, permitting, public participation and consensus building, and construction administration.

Kimley-Horn's collaborative approach to creating high-quality parks and recreation facilities with a strong sense of place encompasses a thoughtful planning, design, and implementation process. Through engaged listening, collaboration, and technical expertise, we strive to express the uniqueness of your community and help you turn your vision into reality. The firm has received numerous accolades and awards for our park projects in Florida, such as Regatta Park in Miami, Welleby Park in Sunrise, Siesta Key Beach Park in Sarasota, and Baker Park in Naples.



Ronald Reagan Park (formerly PBA Fern Isle Park), Miami, FL

LANDSCAPE ARCHITECTURE

Our understanding of park planning informs how we design and implement the construction of parks. Our exceptional landscape architects are reshaping outdoor spaces into vibrant, sustainable havens. With a portfolio brimming with innovative concepts, they seamlessly blend artistry with environmental consciousness, creating landscapes that beckon communities to connect with nature. Kimley-Horn offers our expertise in landscape architecture with park planning and design, streetscape design, multi- and shared-use paths, redevelopment, hardscape design, planting design, irrigation design, site planning,

and urban design for municipalities nationwide. We provide feasibility studies, master planning, design, permitting, public participation and consensus building, and construction administration. The firm's landscape architects and urban planners have extensive public and private sector experience, ranging from multifamily residential developments to municipal parks and streetscapes. With a meticulous eye for detail and commitment to forging greener urban landscapes, Kimley-Horn is behind transformative community green spaces that inspire, invigorate, and captivate.

RESIDENTIAL DESIGN

Kimley-Horn knows the ropes when it comes to residential design. We understand the ideal outcome requires the experience to see what is directly ahead, envision future possibilities, and respond adeptly to whatever comes along. Residential design requires the essential coordination that balances creative thinking to deliver remarkable results. **Our collective experience spans multiple decades of hands-on design for more than 4,000 residential projects across the United States.** We know real collaboration means far more than a partnership—it means earning deep trust by living up to our promises day in and day out. Kimley-Horn's capabilities and services encompass all phases of a project's development. We'll maximize the value of your property and provide quality design, timely permitting, entitlement, and development services, and exceptional follow-through. With Kimley-Horn, you can expect more and will experience better.



One Ocean Reef, Key Largo, FL

STREETSCAPE DESIGN

Urban streetscapes are vital linear public spaces that should be designed to enhance the overall living environment. By implementing designs that respond to the pedestrian scale, improve safety, promote connectivity, and leverage decades of retail and urban design experience, Kimley-Horn creates places that people want to be. Our collaborative, multidisciplinary approach results in engaged communities through consensus building and design expertise at every step of the way. We intentionally blend master planning, detailed design, and construction phase services, yielding a finely tuned balance of landscape architecture, roadway design, and civil engineering. The design must consider traffic and roadway design parameters, visibility, lighting, aesthetic landscaping, long-term durability, and the cohesive integration of the public realm into the architectural vocabulary of various storefronts and block designs. With our extensive experience spearheading streetscape projects in Florida and across the nation, we possess a unique ability to seamlessly transform a multitude of complex project considerations and our clients' inspirational vision into a tangible reality.

SAFETY

An important aspect of competent park design is meeting the requirements of the Americans with Disabilities Act (ADA) and Crime Prevention Through Environmental Design (CPTED). Kimley-Horn is at the forefront of finding creative design solutions to regulatory restrictions. We strive to provide a safe and accessible park that provides a pleasant experience for everyone. In addition, we support the active participation of your staff, special interest groups, and the public in finding an optimum design solution. We recognize the importance of a comprehensive public involvement program for these types of projects—it serves to heighten local awareness of each project and often ensures its success by accurately defining the needs of each user group.



Marie Selby Botanical Gardens, Sarasota, FL

CIVIL ENGINEERING

Kimley-Horn's long history of civil engineering services includes both public- and private-sector facilities. We have provided comprehensive civil engineering services for site planning, site work, survey, design, utilities, permitting, bid phase assistance, and construction observation. Our expertise in anticipating and addressing a wide range of issues enables our engineers and planners to provide innovative solutions, successful permitting, and on-time completions.

STRUCTURAL ENGINEERING

Structural engineering is often integral to full-service engineering, and our structural engineers are experienced in building design, as well as design for municipal facilities and transportation-related structures. Our in-house structural team has worked across the country, offering expertise in the design, construction inspection, and evaluation of buildings. Our team has experience with various structural systems, including steel beam and girder structures, post-tensioned box girders, and precast and conventional reinforced concrete. This expertise enables us to readily address your needs, schedule, and budget.

CONTINUING LANDSCAPE ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES

WITHIN THE GATED RESIDENTIAL COMMUNITY OF BAL HARBOUR VILLAGE. LPFLMIAM000676.2024

STORMWATER MANAGEMENT

Kimley-Horn offers specialized expertise in innovative stormwater management solutions that integrate with the natural environment. Our expertise lies in crafting sophisticated bioswale designs and landscape-centric stormwater management techniques that mitigate runoff and enhance the site's aesthetic and ecological aspects. By analyzing the site's topography, soil composition, and local plant species, we can create bioswales that manage stormwater and promote biodiversity. Our commitment to sustainable design allows us to deliver solutions that strike the perfect balance between functionality and beauty, creating resilient landscapes that endure, thrive, and educate.

SUSTAINABILITY AND RESILIENCY

Recent industry trends and initiatives have encouraged sustainable, green, and low-impact design standards, including environmental preservation, enhancement, and restoration. This approach simultaneously reduces future maintenance costs for the Village. In addition, a successful project also requires an effective maintenance plan. This maintenance plan must match the capabilities and available workload of maintenance staff. Our goal is to provide project-specific designs that incorporate sound horticultural practices, including proper plant selection, planting beds and hardscape layouts, and efficient irrigation techniques that will continue to save the Village time and money throughout the life of the project. Some of the many considerations we typically incorporate into a project are:

- + Drought-tolerant and Florida-friendly plant material selection
- + Keen knowledge of plant market conditions
- + Quality drainage design on all surfaces
- + Long-life, low-cost lighting alternatives
- + Wetland and littoral planting enhancements
- + Incorporation of maintenance equipment access and best practices
- + Efficient irrigation standards
- + Visual line of sight studies
- + Mowable site areas
- + Noise reduction and mitigation techniques



Ocean Reef Club, Key Largo, FL

COORDINATION WITH GOVERNMENT AGENCIES

Kimley-Horn's engineers and landscape architects maintain regular contact with virtually all key regulatory agencies and their decision-makers throughout Florida. Our reputation among the professional staff of these agencies is among the best. This rich network of interpersonal relationships enables us to provide expeditious services relative to agency reviews and approvals.

PUBLIC PARTICIPATION

The Kimley-Horn team understands the pivotal role of meaningful and successful public involvement programs that enable area residents and stakeholders to establish their communities' priorities. Community involvement may affect the overall program, funding strategies, and implementation phasing. Kimley-Horn is a statewide leader in public engagement and has received awards from the American Planning Association (APA) and the American Society of Landscape Architects (ASLA) for our work in this area. We have developed effective methods of bringing the community into the process. Our team is firmly committed to conducting public participation programs that educate, inform, and build consensus for a solution. We understand that a strong partnership with the community is critical, and we remain diligent in educating, informing, and building consensus among diverse groups.

Our team has extensive experience and qualifications regarding this matter, including several local park projects in Miami. For example, during the master planning phase of the Shenandoah Park project for the City of Miami, the Kimley-Horn team led the Community Engagement process, during which we presented several master plan alternatives at over seven public and community association meetings. The final master plan was well received and approved by the community because it was developed by Kimley-Horn based on community input during the preliminary master plan stages of the project.



George Puig, PLA, our principal-in-charge, as he leads a public outreach event for the Town of Cutler Bay.

A. PROFESSIONAL QUALIFICATIONS

1. CONSULTANT'S EXPERIENCE

Past Involvement with Similar Services

The following is a sampling of related projects performed by Kimley-Horn as the result of a similar provision of services. Each project is complete and has received final acceptance, with a construction cost of not less than \$100,000 per project within the past 10 years. This work indicates our proven ability to complete projects within the budgeted amounts. ***A complete list of client references for similar scopes of services recently completed can be found in Tab 4. We have also included additional project experience in Tab 7.***

SCOPE OF SERVICES:

Master planning services for water, sewer, traffic, multimodal transportation, roadway networks, highway connectivity, truck loading, and low voltage utilities, landscape architecture, streetscape, bollards, and two pedestrian promenades

CONSTRUCTION COST: \$2 billion

ORIGINAL DEADLINE: December 2019

ACTUAL COMPLETION DATE: December 2019

COST ESTIMATE: \$1+ million

FINAL COST OF THE DESIGN: \$1+ million

MIAMI WORLDCENTER

📍 *Miami, FL*

Spanning more than 35 acres, the Miami Worldcenter is located in the heart of downtown Miami and includes 13 million square feet of retail, residential, office, and institutional uses. The development creates a vibrant, walkable pedestrian environment with a unique sense of place: a modern design statement driven by Miami’s unique physical context, culture, and architectural heritage. It’s steps away from more than \$5 billion of new public and privately funded mass transit options, such as Brightline’s Miami Station, Metro Rail, and Metro Mover.

Kimley-Horn partnered with a private developer, the City of Miami, the Miami Community Redevelopment Agency (CRA), and other stakeholders to provide landscape architectural and civil engineering services from concept through construction administration for the urban public realm spaces, including several streetscapes, four parks/urban plazas, and two pedestrian promenades within the overall development. In addition, Kimley-Horn provided landscape architectural design services for the outdoor spaces of private development parcels, including the following residential towers and hotels: Paramount, Caoba 1 and 2, Block E, Luma, and the CitizenM and Legacy hotels.

The Miami Worldcenter district achieved LEED Silver for neighborhood development from the U.S. Green Building Council (USGBC).





Miami Worldcenter, Miami, FL

SCOPE OF SERVICES:

Landscape architecture, civil engineering, streetscape, pedestrian features, mobility, roadway and drainage design, utilities, construction documents, and permitting

CONSTRUCTION COST: \$17.5 million

ORIGINAL DEADLINE: January 2021

ACTUAL COMPLETION DATE: January 2021

COST ESTIMATE: \$1.5 million

FINAL COST OF THE DESIGN: \$1.5 million

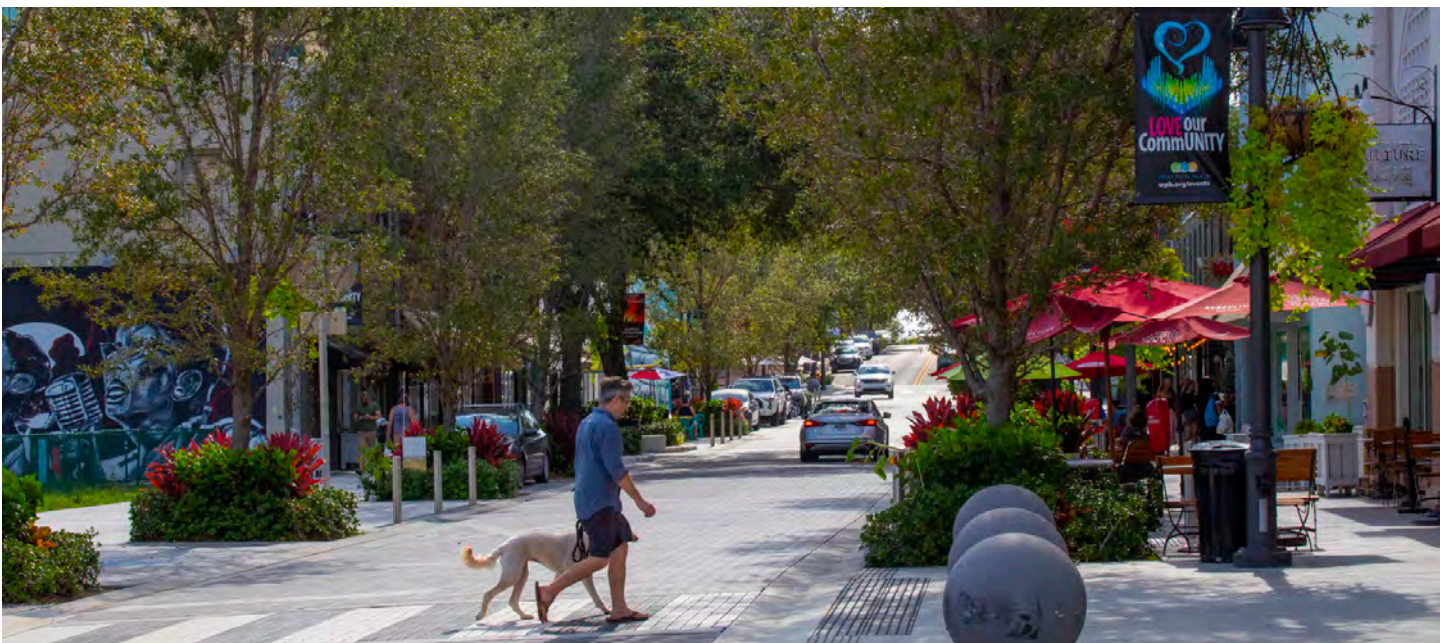
CLEMATIS STREETScape IMPROVEMENTS

📍 *West Palm Beach, FL*

Kimley-Horn provided landscape architecture and civil engineering services while leading the team that designed improvements to Clematis Street, West Palm Beach’s iconic ‘main’ street. In collaboration with another firm, Kimley-Horn designed a remarkable transformation that features a paver-covered, curbsless street with narrowed travel lanes, widened premium paver sidewalks, permeable paver parking spaces, custom-designed seating areas, and a landscape with large Live Oaks to offer more shade for pedestrians. The design also implemented the City’s first suspended pavement systems to provide a significant uncompacted root zone space for the Live Oaks to thrive.

Kimley-Horn provided utility engineering services for the relocation of water mains and gravity sewer lines to accommodate the larger trees. The design also addressed drainage conditions that are unique to curbsless streets. With this redesign effort, the project increases the pedestrian space within the right-of-way, provides public places to sit and gather, offers more shade to pedestrians, and minimizes the emphasis on vehicles by reducing speeds and removing some parking on the street. A one-block first phase allowed for a test of real-world, daily use ‘data’ to use when implementing refinements in future phases. Each phase was conceptualized, designed, and constructed within one calendar year. Construction of this project was completed in January 2021.

- 2021 American Society of Landscape Architects (ASLA) Florida Design Award of Honor (Urban Design Category)*
- 2020 Florida Redevelopment Association (FRA) Best Capital Project/Infrastructure Award*
- 2019 Safe Streets Summit People’s Choice Award for Best Product*



CONTINUING LANDSCAPE ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES

WITHIN THE GATED RESIDENTIAL COMMUNITY OF BAL HARBOUR VILLAGE. LPFLMIAM000676.2024



Clematis Streetscape Improvements, West Palm Beach, FL

SCOPE OF SERVICES:

Landscape architecture, civil engineering, streetscape, hardscape and irrigation design, pedestrian features, mobility, roadway and drainage design, utilities, construction documents, and permitting

CONSTRUCTION COST:

\$18.9 million

ORIGINAL DEADLINE:

April 2020

ACTUAL COMPLETION DATE:

April 2020

COST ESTIMATE:

\$541,600

FINAL COST OF THE DESIGN:

\$541,600

THE SQUARE (FORMERLY ROSEMARY SQUARE) STREETSCAPE IMPROVEMENTS

📍 *West Palm Beach, FL*

Once known as CityPlace, this mixed-use development in the heart of Downtown West Palm Beach was redeveloped into a more accessible and pedestrian-friendly shopping and entertainment district. This dynamic development includes retail, restaurants, and entertainment and is surrounded by residential communities. Kimley-Horn was retained to provide landscape, hardscape, irrigation, civil engineering, and utility design services to enhance the Rosemary Avenue and Hibiscus Street corridors from Okeechobee Boulevard throughout CityPlace as part of the rebranding transition to Rosemary Square, now known as “The Square.”

Streetscape improvements include narrowing the travel lanes, eliminating on-street parking, creating fluid pedestrian transition areas, and raising the road to create a curbsless street. A series of decorative pavers were selected for surface treatments that were strategically arranged to delineate pedestrian and vehicular areas while cohesively unifying the project. A plethora of site amenities were also incorporated, including a custom seat wall, benches, bike racks, and bollards.

2023 ASLA Florida Design Award of Merit (Urban Category)





The Square (formerly Rosemary Square) Streetscape Improvements, West Palm Beach, FL

SCOPE OF SERVICES:

Master planning, park design, landscape architecture, civil engineering, hardscape and irrigation design, construction documents, and permitting

CONSTRUCTION COST: \$5.2 million

ORIGINAL DEADLINE: September 2015

ACTUAL COMPLETION DATE: September 2015

COST ESTIMATE: \$474,500

FINAL COST OF THE DESIGN: \$474,500

REGATTA PARK

📍 *Miami, FL*

Kimley-Horn’s landscape architects were instrumental in developing the design and construction documents for the 15-acre waterfront passive park situated on the site of the Coconut Grove Convention Center, which was demolished in late 2013. The park’s main features include an expo lawn, regatta lawn, tropical gardens, native hammock, promenade, multi-use path connector, tree allee, and children’s play area.

The creation of Regatta Park was the first phase of implementation of the “Coconut Grove Waterfront and Spoil Islands Master Plan,” a City of Miami master plan that strives to create catalysts for urban revitalization in Coconut Grove. Our landscape architecture team led the landscape, hardscape, and irrigation design of the site, including strategic phasing and planning to donate and relocate trees throughout construction. The park now houses nearly 1,000 trees and palms, including over 400 existing trees/palms that were preserved or relocated, 330 donated trees/palms through the City’s Tree Mitigation Program, and 225 new trees/palms. The park hosts a plethora of events annually, including the Sailing World Cup and the Coconut Grove Arts Festival, which attracts an estimated 120,000 people.

2016 ASLA Florida Design Award of Merit (Open Space Category)





Regatta Park, Miami, FL

SCOPE OF SERVICES:

Master planning, landscape architecture, civil engineering, utilities, arboriculture, signage design, roadway, utility, traffic, structural, parking, permitting, public participation, and furnishing procurement services

CONSTRUCTION COST: \$65 million

ORIGINAL DEADLINE: August 2023

ACTUAL COMPLETION DATE: January 2024

COST ESTIMATE: \$1.4 million

FINAL COST OF THE DESIGN: \$1.4 million

MARIE SELBY BOTANICAL GARDENS MASTER PLAN AND PHASE I IMPLEMENTATION

Sarasota, FL

Kimley-Horn has been providing consulting services to Marie Selby Botanical Gardens since 2016. In 2017, Marie Selby Botanical Gardens sought assistance in drafting a master plan RFP, aiming for a renowned planning team to spearhead efforts in coordination with Kimley-Horn. We were selected to provide site civil due diligence as well as traffic, utility, and resilience analysis during the master planning efforts. In addition, we participated in collaborative charrettes with the project team that focused on the evolution of the master plan.

As a part of Phase 1 implementation, Kimley-Horn provided landscape architecture, civil engineering, arborist, roadway, utility, traffic, structural, parking, and planning services in 2018, including successful navigation of zoning amendments and intersection improvements.

Kimley-Horn also facilitated extensive public involvement to garner public consensus, leading to project approval. Phase 1 opened in 2024, with our continued involvement expected for subsequent expansion phases over the next decade. Kimley-Horn remains Selby’s trusted advisor throughout the project’s evolution.





Marie Selby Botanical Gardens, Sarasota, FL

SCOPE OF SERVICES:

Programming, park design, landscape architecture, hardscape and irrigation design, civil engineering, construction documents, and permitting

CONSTRUCTION COST: \$21.5 million

ORIGINAL DEADLINE: February 2016

ACTUAL COMPLETION DATE: February 2016

COST ESTIMATE: \$2.4 million

FINAL COST OF THE DESIGN: \$2.4 million

SIESTA KEY BEACH PARK

📍 *Siesta Key, FL*

In Spring 2016, Kimley-Horn celebrated the ribbon cutting of this multi-million-dollar flagship project for Sarasota County. Construction started in the fall of 2013 and was closely sequenced around peak tourist season, nesting turtles, and migrating birds. Services included programming, park design, landscape, hardscape, and irrigation design, civil engineering, construction documents, and permitting for this high-profile park project. Design components included enhancements, such as a beachfront esplanade to connect key park components; improved traffic circulation and parking; high-quality, indigenous architecture; beautification consistent with a world-class beach park; phasing and effective implementation while keeping the park open; wayfinding signage; environmental permitting; sustainable design to respect the environment and wildlife; and LID/LEED design solutions. Key park features include a beachfront esplanade; a new concession and restroom facility; a renovated historical restroom; a playground with equipment for children ages 2-5 and one for ages 5-12; a picnic area; Florida-Friendly landscaping; pervious concrete parking lots; and bioswales with an integrated stormwater treatment system.

2017 ASLA Florida Design Award of Excellence (Open Space Category)
2017 Florida Institute of Consulting Engineers (FICE) Engineering Excellence Award for Water and Stormwater





Siesta Key Beach Park, Siesta Key, FL

SCOPE OF SERVICES:

Landscape architecture, land planning, civil engineering, environmental, structural engineering, wayfinding and signage design, construction documents, and permitting

CONSTRUCTION COST: \$1.8 million

ORIGINAL DEADLINE: February 2024

ACTUAL COMPLETION DATE: April 2024

COST ESTIMATE: \$160,000

FINAL COST OF THE DESIGN: \$160,000

PLYMOUTH HARBOR PENINSULA ON SARASOTA BAY

📍 *Sarasota, FL*

Plymouth Harbor is a church-sponsored, not-for-profit continuing care retirement community (CCRC). In addition to comfortable living, the 16-acre waterfront community provides residents with a variety of recreational and wellness facilities and activities. Kimley-Horn provided landscape architecture, land planning, civil, environmental, and structural engineering services for the redevelopment of a private 3.2-acre waterfront amenity area, including permitting through the City of Sarasota and the Southwest Florida Water Management District (SWFWMD).

The new design includes the removal of invasive species and failing structures, such as an elevated boardwalk and pedestrian bridge, and improvements to pedestrian circulation, including a 12' wide rubberized multi-use waterfront walking trail, a meandering 6' wide rubberized walking trail, large seating areas, shade structures, enhanced landscaping, and lighting. This revitalized waterfront amenity will connect residents to nature through educational signage and safely bring residents closer to the water's edge. The design incorporates existing amenities such as kayak storage, water access, and a shaded pavilion and gazebo.

Kimley-Horn also provided 3D visualization services, developing a photorealistic 3D digital illustrative model and video animation of the proposed improvements.





Plymouth Harbor Peninsula on Sarasota Bay, Sarasota, FL

SCOPE OF SERVICES:

Master planning, landscape architecture, civil engineering, utilities, arboriculture, wayfinding and signage design, permitting, and furnishing procurement services

CONSTRUCTION COST: \$60 million

ORIGINAL DEADLINE: December 2022

ACTUAL COMPLETION DATE: January 2023

COST ESTIMATE: \$795,000

FINAL COST OF THE DESIGN: \$795,000

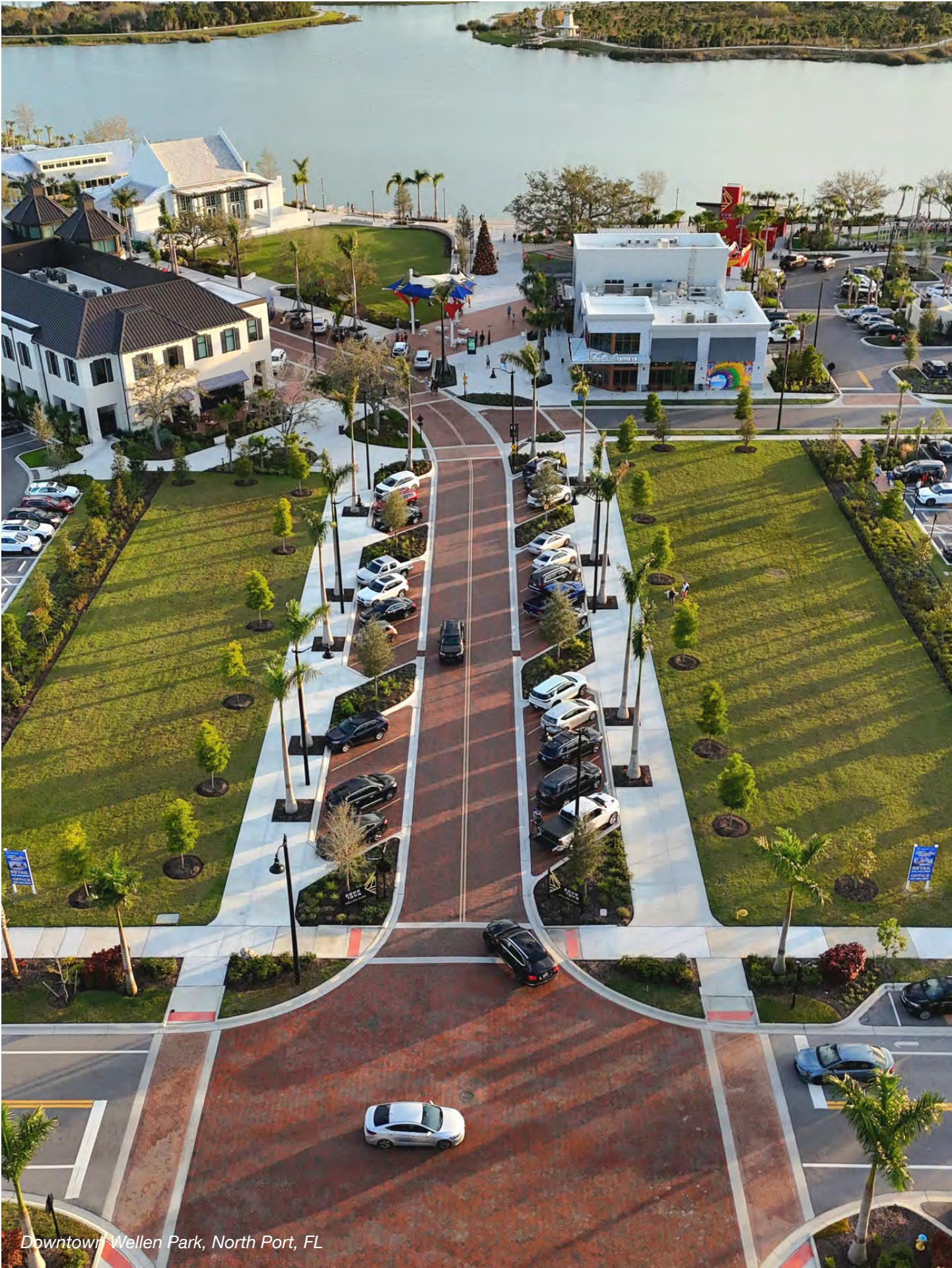
DOWNTOWN WELLEN PARK

📍 North Port, FL

In 2019, Kimley-Horn participated in a design charrette to envision a new mixed-use town center for Wellen Park. The new downtown is centrally located within the broader master planned community and is situated on an 80-acre man-made lake surrounded by preserved wetlands. The program elements included retail shops, offices, restaurants, a food truck container court, waterfront kayak access, play areas, and multiple event spaces in a cohesive lakefront downtown campus.

Kimley-Horn provided master planning, landscape architecture, civil engineering, utilities, arboriculture, wayfinding and signage design, permitting, and furnishing procurement services for the creation of Downtown Wellen Park. This also included spearheading the coordination with five unique consultant teams responsible for each of the buildings designed within Downtown and facilitating an expedited project delivery through a Construction Manager at Risk (CMAR) process. Kimley-Horn’s certified arborists aided in the successful relocation of 27 large heritage oak trees from the original site into the final plan, which provided an immediate sense of scale and context to the master-planned downtown. This coordination, led by Kimley-Horn, resulted in intricate detailing of a brick-lined streetscape, custom artistic shade structures, elegant decking, a vibrant playground, and a splash pad, all situated along a quarter-mile lakefront promenade, which connects to a three-mile-loop lake trail with fishing pier and pavilion overlook. This transformative project was completed in early 2023.





Downtown Wellen Park, North Port, FL

SCOPE OF SERVICES:

Master planning, landscape architecture, civil engineering, arboriculture, custom detailing, hardscape and paving design, planting design, presentation graphics, stormwater management, utilities, roadways, and construction documentation preparation, and permitting

CONSTRUCTION COST: \$20.6 million

ORIGINAL DEADLINE:
April 2020

ACTUAL COMPLETION DATE:
April 2020

COST ESTIMATE:
\$2.4 million

FINAL COST OF THE DESIGN: \$2.4 million

GRAN PARADISO

📍 North Port, FL

Gran Paradiso is a high-end residential community located in Wellen Park (formerly known as the West Villages) on 1,068 acres in the City of North Port. Composed of 1,999 single-family and multi-family units, Gran Paradiso features an amenity center building with a resort-style pool, a neighborhood center, pocket parks, and multimodal paths. Kimley-Horn provided a variety of planning, landscape architecture, engineering, design, and permitting services for this multi-phase residential development. Our comprehensive scope of work encompassed custom detailing, hardscape and paving design, planting design, presentation graphics, stormwater management, water and sewer systems, roadways, a reclaimed water system, and construction documentation preparation.

Our team managed the design and execution of the main amenity and negotiated heritage tree preservation and removal with the City. The design also included comprehensive cut/fill analysis, and our team addressed regional stormwater passing through the site while keeping the site layout consistent with the developer’s vision. We provided complete permitting services for SWFWMD and the City of North Port. Kimley-Horn was responsible for complete project management, such as scheduling and account invoicing, for all project stages.





Gran Paradiso, North Port, FL

PROFESSIONAL PERSONNEL QUALIFICATIONS

We have assembled a team of specialized technical professionals who are well-equipped to provide the services needed for this contract. With their extensive experience, these individuals offer evidence-based design solutions, project oversight, and proven abilities on similar projects. As project manager, **Gregory Gonzalez, PLA** will provide the leadership and creative passion to ensure an effective consensus-driven process that reaches a successful conclusion. In addition to our in-house experts, we have enlisted the expertise of subconsultants who we believe will greatly benefit the overall team and ultimately contribute to the success of this project. Our team’s organizational chart is illustrated below. **Comprehensive resumes detailing the qualifications and capabilities of our team members and subconsultant partners can be found at the end of Tab 2 in section D. Appendices.**



Baker Park, Naples, FL

ORGANIZATION CHART

BAL HARBOUR VILLAGE



LEAD DESIGN ARCHITECT
Matthew Wisniewski, PLA



PROJECT MANAGER
Gregory Gonzalez, PLA



PRINCIPAL-IN-CHARGE
George Puig, PLA

GREENSPACE / PARK PLANNING
Nick Kuhn, PLA

LANDSCAPE ARCHITECTURE
George Puig, PLA
Matthew Wisniewski, PLA
Gregory Gonzalez, PLA

CIVIL ENGINEERING
Alberto Herrera, PE, LEED AP
Jamil Pierre, PE

STORMWATER & RESILIENCY ENGINEERING
Matt Brosman, PE
Alejandro Toural, PE

ELECTRICAL ENGINEERING
Ian Flemings, PE, LEED GA

STRUCTURAL ENGINEERING
Juan Fuentes, PE, SE (IL), SI, LEED AP
Ally Goolabsingh, PE

MOBILITY
Stewart Robertson, PE

PUBLIC PARTICIPATION
George Puig, PLA
Gregory Gonzalez, PLA

SURVEY
Manuel G. Vera & Associates, Inc.
Manual Vera, Jr., PSM

GEOTECHNICAL
Geosol, Inc.
Oracio Riccobono, PE

LIGHTING DESIGN
HLB Lighting Design, Inc.
Simi Burg, CLD, IALD, MIES, LC

ARBORIST
New Leaf Environmental, LLC
Michael McCoy, ISA Certified Arborist

COST ESTIMATING
PMA Consultants, LLC
Kevin VanderJagt, PE, PMP, CEP, F-AACE

LOCATION OF PROFESSIONAL PERSONNEL

The following table identifies where Kimley-Horn and subconsultant personnel will be physically located during the time they are engaged in the work and the individuals we consider key to the successful provision of the services.

NAME	TITLE	LOCATION
Kimley-Horn		
George Puig, PLA*	Principal-in-Charge Senior Landscape Architect Public Participation	Miami, FL
Matthew Wisniewski, PLA*	Lead Design Architect Landscape Architect	Miami, FL
Gregory Gonzalez, PLA *	Project Manager Landscape Architect Public Participation	Miami, FL
Nick Kuhn, PLA*	Greenspace / Park Planner	Raleigh, NC
Alberto Herrera, PE, LEED AP*	Civil Engineer	Miami, FL
Jamil Pierre, PE	Civil Engineer	Miami, FL
Matt Brosman, PE*	Stormwater & Resiliency Engineer	Miami, FL
Alejandro Toural, PE	Stormwater & Resiliency Engineer	Miami, FL
Ian Flemings, PE, LEED GA*	Electrical Engineer	St. Petersburg, FL
Stewart Robertson, PE*	Mobility Planner	Fort Lauderdale, FL
Juan Fuentes, PE, SE (IL), SI, LEED AP*	Structural Engineer	Miami, FL
Ally Goolabsingh, PE	Structural Engineer	Miami, FL
Subconsultants		
Manual Vera, Jr., PSM Manuel G. Vera & Associates, Inc.	Surveyor	Miami, FL
Oracio Riccobono, PE Geosol, Inc.	Geotechnical Engineer	Miami Lakes, FL
Simi Burg, CLD, IALD, MIES, LC HLB Lighting Design, Inc.	Lighting Designer	Miami, FL
Michael McCoy, ISA Certified Arborist New Leaf Environmental, LLC	Arborist	Key Largo, FL
Kevin VanderJagt, PE, PMP, CEP, F-AACE PMA Consultants, LLC	Cost Estimator	Miami, FL

**Individuals considered key to the successful provision of the services*

2. PRINCIPAL-IN-CHARGE’S EXPERIENCE



George Puig, PLA
Principal-in-Charge

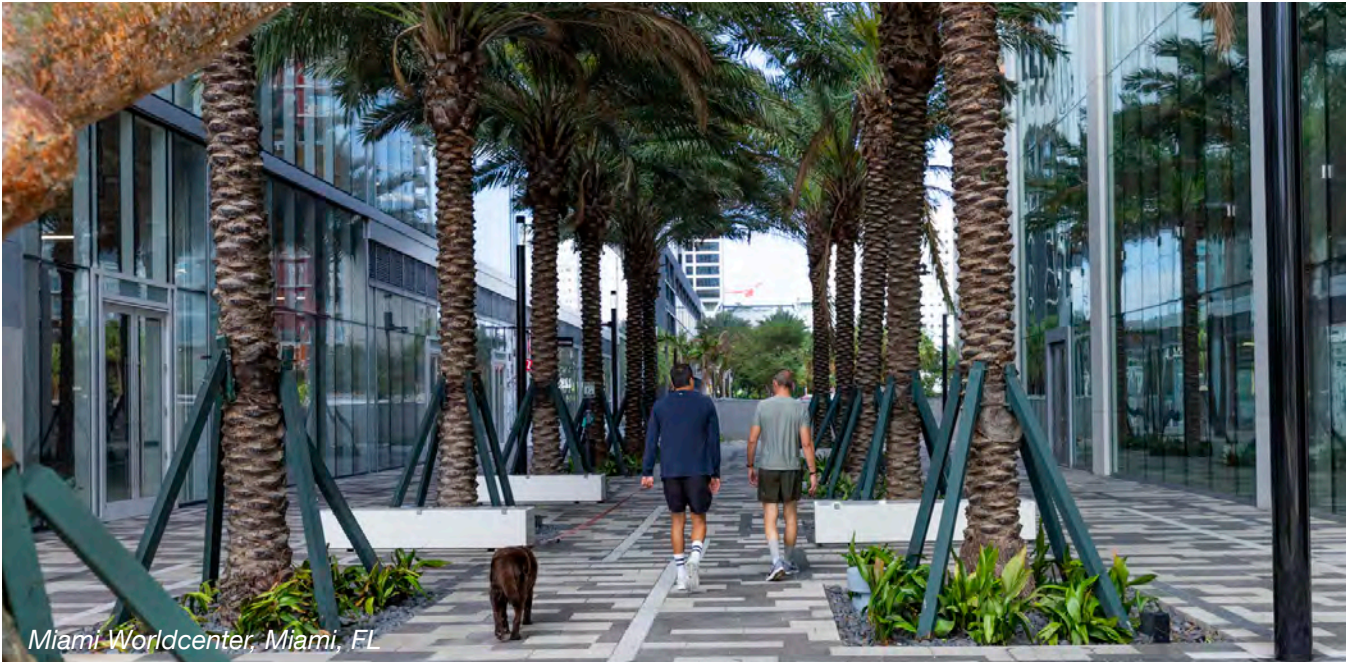
34 years of experience providing landscape architectural and professional consulting services

With 34 years of professional practice, including 32 years in South Florida, George is a registered landscape architect with experience on projects throughout the United States, Latin America, and abroad, traversing both private and public sectors. His expertise has been built by his critical involvement in master planning, urban design and streetscape projects, site development, and conceptual and final design for resorts, hotels, single-family, multi-family, mixed-use, and entertainment and recreational facilities.

George has delivered several park projects throughout Miami-Dade County, including Regatta Park and Ronald Reagan Park. He has also led and provided landscape architectural services for the Broadway and 1st Avenue Park, Shenandoah Park and Swimming Facility, the MSD Memorial, and the Flex Park at Virginia Key. In addition, George is a board member of Neat Streets Miami, a multijurisdictional board dedicated to creating beautiful gateways, corridors, and connections while promoting ecological and human health by creating and maintaining sustainable, beautiful, clean, and environmentally equitable spaces countywide.

Past Involvement with Similar Services

The following is a sampling of George’s similar project experience. Additional projects and qualifications can be found in his full resume, which is located at the end of Tab 2 in section D, Appendices.



Miami Worldcenter, Miami, FL

RONALD REAGAN PARK (FORMERLY PBA FERN ISLE PARK)

📍 *Miami, FL*

Through a Professional Service Agreement with the City of Miami for Miscellaneous Landscape Architecture Services, Kimley-Horn provided landscape architecture and civil engineering services from concept through construction administration for Ronald Reagan Park (formerly known as PBA Fern Isle Park). Ronald Reagan Park is a six-acre riverfront passive park with amenities such as a multi-use lawn area, play landforms, large picnic shelters, outdoor exercise area, walking paths, parking/drop-off area, a historic pedestrian bridge with hanging chairs, a waterfront promenade, and wayfinding and historical signage.

Due to the park's location adjacent to a branch of the Miami River, the landscape plant palette consists mainly of trees, palms, shrubs, and ground covers that were prevalent along the shores of the Miami River prior to the development of the City of Miami. During the design process, the placement of the proposed park amenities revolved around the preservation of numerous large canopy trees, including a large forest of Southern Live Oaks, that contribute to this park's unique sense of place.





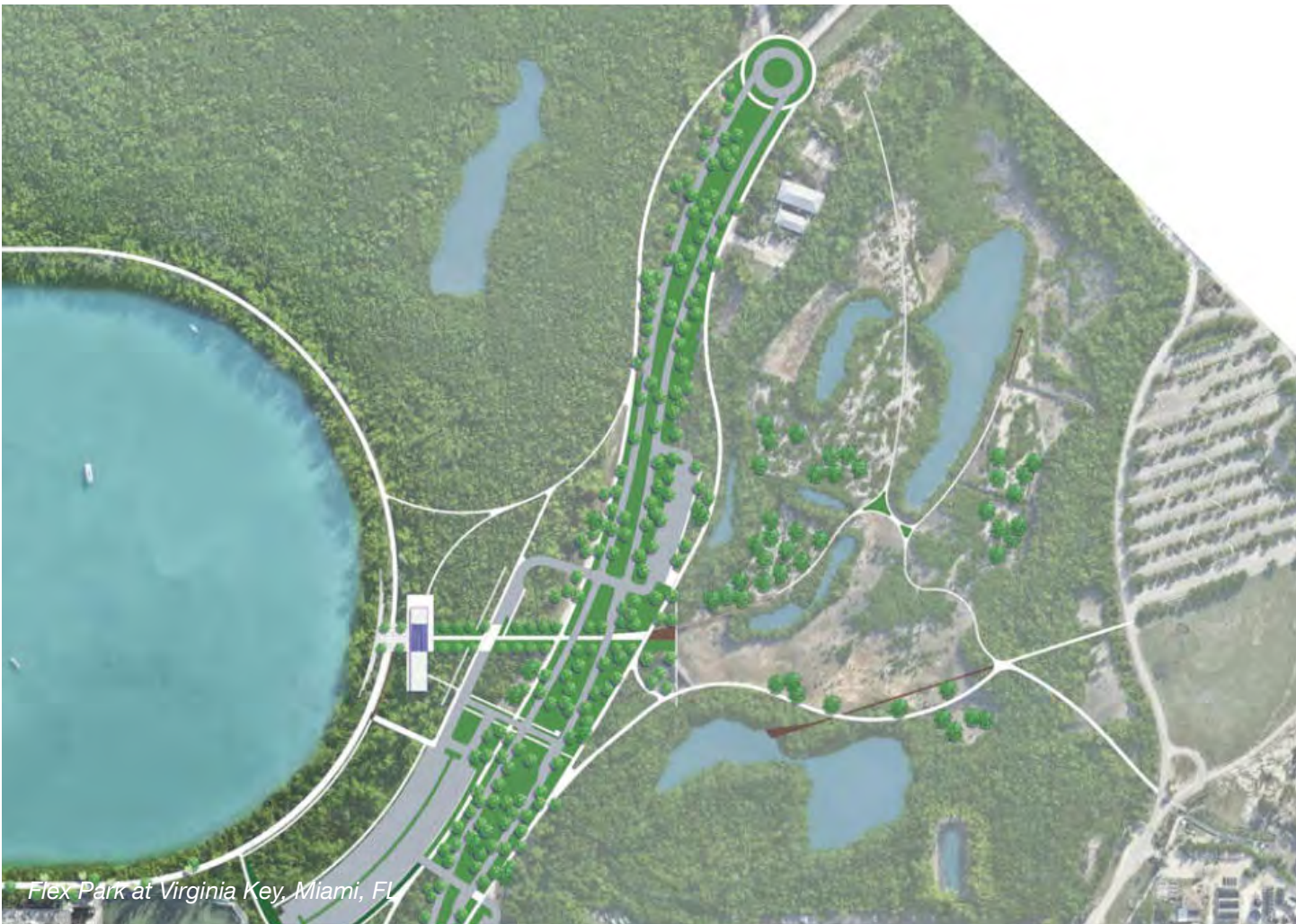
Ronald Reagan Park (formerly PBA Fern Isle Park), Miami, FL

FLEX PARK AT VIRGINIA KEY

📍 Miami, FL

Working in collaboration with another firm, Kimley-Horn is serving as the local landscape architect involved in the conceptual and schematic phases of the project. Re-imagining the 24 acres of waterfront open space adjacent to the historic Marine Stadium on Virginia Key as a world-class park, the park has been contemplated as an area for flexible public recreation and special events. Kimley-Horn’s scope of services includes planting design, code review and analysis, hardscape material selection, and coordination with city officials and stakeholders. Parking, circulation, waterfront access, integration of the Miami Maritime Center, and providing an appropriate context for the historic Marine Stadium were thoughtfully balanced with the need to fulfill large special events for the space, such as the Miami Boat Show program.





Flex Park at Virginia Key, Miami, FL

TOWN CENTER PLAZA

📍 Cutler Bay, FL

For the Town of Cutler Bay, Kimley-Horn developed a conceptual plan and cost estimates for an approximately 2.27-acre parcel of land directly adjacent to the Cutler Bay Town Center building. The Final Conceptual Plan includes a stage and amphitheater, custom shade structures, a skate park, outdoor workout stations, walkways, parking, and landscaping to be used by Cutler Bay residents and visitors on a daily basis and during community events such as community garage sales, movie night and farmers market. As part of the deliverables for the project, Kimley-Horn prepared a video fly-through of the conceptual plan, which was used during the community and Town Council meetings.





Town Center Plaza, Cutler Bay, FL

3. LEAD DESIGN ARCHITECT’S EXPERIENCE



Matthew Wisniewski, PLA

Lead Design Architect

19 years of experience providing landscape architectural and professional consulting services

Matthew has more than 19 years of experience in landscape architecture. His diverse portfolio ranges from hospitality, mixed-use, and single-family developments to post-industrial landscapes, urban waterfront parks, and planning for cultural institutions. He has extensive technical experience in grading and planting design, drainage, soils, material detailing, and stormwater management. Additionally, Matthew has worked on several high-profile oceanfront projects in Florida, such as the Faena House, Saxony Hotel, Claridge Hotel, and Versailles Condominiums in the Faena District and The Confidante Hotel in Miami Beach, and the Jade Signature Condominiums in Sunny Isles. Matthew has also worked abroad on multi-acre resorts in Antigua, West Caicos, and St. Thomas. He has also worked extensively on high-end residences at Ocean Reef Club and Fisher Island.

Matt is capable of speaking and making decisions on behalf of Kimley-Horn.

Past Involvement with Similar Services

The following is a sampling of Matthew’s similar project experience. Additional projects and qualifications can be found in his full resume, which is located at the end of Tab 2 in section D, Appendices.



Oceanside at Fisher Island, Fisher Island, FL



Ocean Reef Club, Key Largo, FL

BAL HARBOUR SHOPS

📍 *Bal Harbour Village, FL*

Prior to joining Kimley-Horn, Matthew served in an advisory role as studio director to support the acting project manager on an as-needed basis. Project considerations included landscape improvements related to harmonizing pedestrian corridors with parking lot improvements and integrating Village standards into the entry experience from 96th Street, Collins Avenue, and Bal Cross. The design team also explored landscape concepts to improve the aesthetics of the existing parking garage relative to site circulation and reinforce the identity of the Shops.

FAENA DISTRICT

📍 *Miami Beach, FL*

Prior to joining Kimley-Horn, Matthew served as project manager for multiple oceanfront projects in the Faena District. In this role, he was responsible for design coordination with consultants, preparation of technical documents, and providing holistic landscape architectural construction administration services required for project construction. Stretching five blocks along Collins Avenue, this ambitious project's area was comprised of all the private and public scope within the newly established overlay district. This included the renovation and improvements associated with several existing historic Miami Beach hotels, namely the Saxony Hotel, the Versailles Hotel, the Atlantic Hotel, and the Claridge Hotel. In addition, three new buildings were constructed. These include the Faena Art Center, Faena House, and Faena Park. The public space scope encompassed a multi-block stretch of beach walk and district ROW corridors with custom pavement design. A majority of the private oceanfront gardens were built over underground parking garages, requiring specialized, highly technical design provisions. Matthew collaborated with Kimley-Horn's team in the related scope of services to ensure the design vision was implemented from a multi-disciplinary perspective.

JADE SIGNATURE

📍 *Sunny Isles Beach, FL*

Prior to joining Kimley-Horn, Matthew served as project manager, studio director, and construction administrator for the landscape architectural elements for this 2.2-acre oceanfront development. His responsibilities included overseeing construction document preparation and technical aspects such as grading, drainage, stormwater management, design detailing, soil profiles, material depths, and installation weight restrictions. The project involved extensive coordination between the contractor, government agencies, and the developer. The high-rise condominium opened in Spring 2018.

4. PROJECT MANAGER’S EXPERIENCE



Gregory Gonzalez, PLA
Project Manager

10 years of experience providing landscape architectural and professional consulting services

With a decade of expertise shaping South Florida’s urban landscapes, Gregory is a registered landscape architect who has contributed significantly to the region. Having meticulously crafted the design and development for multiple public spaces of varying scales, from neighborhood parks to regional trails, Gregory has seamlessly integrated natural elements with community needs, leaving an indelible mark on South Florida’s public realm. His passion for creating outdoor environments that inspire and engage has resulted in a partnership with several municipalities. This stands as a testament to his commitment to sustainable and community-driven design, fostering an environment that brings both aesthetic beauty and functional utility to the forefront.

Gregory is capable of speaking and making decisions on behalf of Kimley-Horn.

Past Involvement with Similar Services

The following is a sampling of Matthew’s similar project experience. Additional projects and qualifications can be found in his full resume, which is located at the end of Tab 2 in section D, Appendices.



Shenandoah Park and New Swimming Pool Facility, Miami, FL

SHENANDOAH PARK AND NEW SWIMMING POOL FACILITY

📍 *Miami, FL*

Kimley-Horn is providing landscape architectural and civil engineering services related to the demolition of the existing pool facility and building and the planning and design of a New Swimming Pool Facility. Currently, the park site houses Fire Station No. 14. This Fire Station will be removed, and the parking lot where the Fire Station is currently located will be renovated as part of the implementation of the general park plan enhancements and the construction of the new pool facility. The project consists of a new controlled access swimming pool facility, including a long course pool, possibly an “L” shaped pool, in which the large area shall be 50.3 meters long with eight to ten swimming lanes, a pool bath house, and lifeguard office/first aid room.





Shenandoah Park and New Swimming Pool Facility, Miami, FL

545 WYNWOOD

📍 Miami, FL

Kimley-Horn provided professional landscape architecture and engineering services for this 660,00-square-foot, 10-story, mixed-use commercial development located in the Wynwood district. This commercial development includes 26,000 square feet of ground-level retail space, 283,000 square feet of office space, and a 420-space parking structure. Kimley-Horn's specific services for this project include landscape, hardscape, and irrigation design, site civil engineering, site design, permitting, and construction administration.



Image courtesy of Kendall McCaugherty (Hall + Merrick + McCaugherty Photographers)



545 Wynwood, Miami, FL
Image courtesy of Kendall McCaugherty (Hall + Merrick + McCaugherty Photographers)

LAPIS (FORMERLY UNIVERSITY BRIDGE RESIDENCES)

📍 Miami, FL

Lapis is a 1,086-bed student housing development located adjacent to the Florida International University campus in Miami. The off-campus apartments consist of one residential building tower that includes ground floor retail/restaurant, an amenity deck, five levels of parking, and 19 residential levels. Kimley-Horn’s services included landscape architecture, amenity design, and on-site paving, water, sewer, and drainage systems design and permitting. Kimley-Horn’s services also included design and permitting of approximately 660 linear feet of a 12-inch water main extension along the adjacent street to provide domestic and fire service to the proposed building.





Lapis (formerly University Bridge Residences), Miami, FL

B. PROPOSED WORK PLAN

DESIGN PHILOSOPHY

Bal Harbour Village, a serene enclave nestled along a stunning coastline, is a community defined by its harmonious blend of elegance and tranquility. Known for its lush landscapes and pristine beaches, the Village offers a luxurious yet welcoming atmosphere where residents enjoy a refined lifestyle. The community's identity is deeply rooted in its commitment to aesthetic beauty, environmental stewardship, and a sense of belonging. With its meticulously maintained streets, upscale amenities, and vibrant green spaces, Bal Harbour Village stands as a testament to the seamless integration of nature and sophisticated living, creating a unique haven for those who call it home.

We imagine entering the gated residential community of Bal Harbour Village and feeling as though you've stepped into a grand, timeless estate. Here, a canopy of trees lines the streets and creates a dance of light and shadow, guiding you along safe, inviting pathways. Streets rejuvenated with lush greenery invite exploration and delight. This vision melds beauty and practicality, crafting outdoor spaces that captivate the eye while nurturing a strong sense of place while striving toward a more resilient community. Welcome to a realm where every detail embodies elegance, incorporates sustainability, and results in a shared sense of joy.



Ocean Reef Club, Key Largo, FL

From concept to detail design, every aspect of the public realm, which includes streetscapes and park spaces, should convey a consistent and recognizable image. Kimley-Horn assists our Clients in delivering distinctive public spaces where landscape architecture, architecture, civil engineering, entertainment, culture, and history combine for an unforgettable experience. In our pursuit of creating an engaging public realm, we consider operations and maintenance factors throughout the design process so that the ability to present high-quality public-facing spaces is supported by well-planned and discrete service areas. This intentionality of interdisciplinary coordination that seamlessly integrates critical infrastructure throughout a beautiful, world-class destination is what sets the Kimley-Horn team apart from others.



Veterans Park, Marco Island, FL

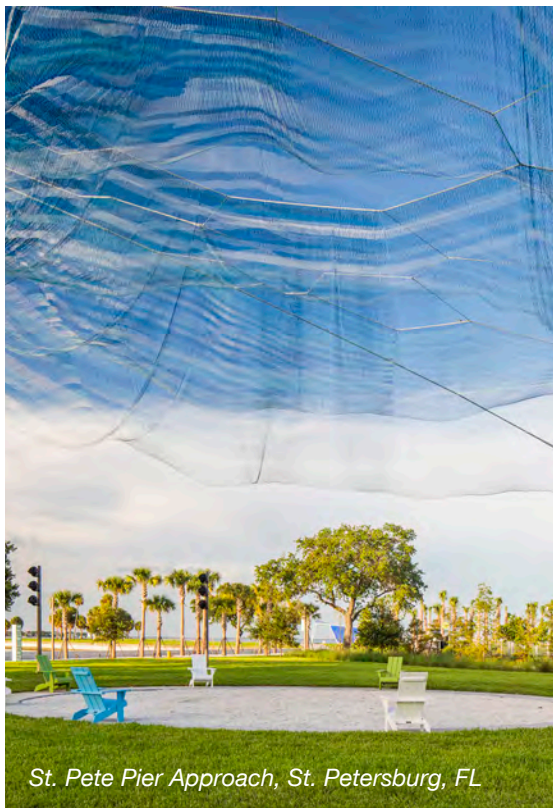
The first step in transforming Bal Harbour Village's outdoor spaces begins with the creation of a comprehensive greenspace master plan rooted in community collaboration. This process will involve a series of public meetings and information-gathering sessions to invite residents to share their visions, preferences, and priorities. By fostering open dialogue, we will build consensus amongst the public that reflects the diverse needs and desires of the community. These meetings will serve as a platform for exchanging ideas, addressing concerns, and cultivating a shared vision for the future. Through this

participatory approach, we ensure that the master plan enhances the Village's aesthetic and functional appeal and resonates deeply with the people who call Bal Harbour Village home.

The Kimley-Horn approach to the project will apply our expertise and experience in designing and implementing these elements into the public realm, keeping with the site and building on the unique cultural identity of the area. This approach won't result in a pretty book that sits on a shelf – it will set the

framework for a fully implementable plan that incorporates high-quality design with hardened and resilient infrastructure. The “Visioning” portion of the project will address the following key elements:

- ✓ **COMMUNITY ENGAGEMENT AND CONSENSUS BUILDING:** Host public meetings, gather surveys, and involve stakeholders to ensure diverse input and consensus on the plan.
- ✓ **ENVIRONMENTAL SUSTAINABILITY:** Enhance biodiversity, manage water sustainably, and incorporate energy-efficient, resilient infrastructure. Kimley-Horn believes that a sustainable approach to land development ultimately creates and preserves the maximum value of the elements within the public realm, as well as their associated amenities.
- ✓ **AESTHETIC AND FUNCTIONAL DESIGN:** Create visually appealing landscapes with diverse plantings, shaded esplanades, intuitive wayfinding, dynamic water features, engaging public art, and world-class recreational and gathering spaces.
- ✓ **RESILIENCE AND ADAPTABILITY:** Plan for climate resilience and emergency preparedness to adapt to changing conditions and ensure safety.
- ✓ **PEDESTRIAN SAFETY AND CONNECTIVITY:** Design safe, accessible pathways, implement traffic calming measures, and ensure seamless connections between green spaces and community areas.
- ✓ **BUDGET AND FINANCIAL PLANNING:** Reflects Bal Harbour Village’s operations program and is sensitive and responsive to Bal Harbour Village’s implementation budget goals.



St. Pete Pier Approach, St. Petersburg, FL

Once the greenspace master plan is prepared, Kimley-Horn, in collaboration with the Village, will identify potential projects and prioritize them based on the feedback received during public engagement. This process ensures that the community’s most pressing needs and desires are addressed first, creating a roadmap for phased implementation. By aligning project priorities with resident input, Kimley-Horn aims to deliver tangible improvements that enhance the quality of life, foster community spirit, and promote sustainability. This strategic approach allows for the efficient allocation of resources, timely project execution, and continuous community involvement in the ongoing development of Bal Harbour Village’s common green spaces.

The Kimley-Horn team firmly believes that the exterior environment is composed of a seamless integration of key placemaking components of architecture and landscape elements, including vegetation, lighting, environmental graphics, structures, and sound engineering. In many respects, one’s experience in the landscape should not distinguish between these different elements, their integration being a deliberate product of a well-coordinated design process.

WORK PLAN APPROACH

Kimley-Horn is very progressive when it comes to understanding its current and projected work planning and has a long history of achieving successful project completion through a combination of effective project management and technical expertise. Consequently, Kimley-Horn is committed to providing the Village with the highest quality staff and service to meet your project schedule and budget requirements. Our project team members were selected using two criteria: (1) their experience with similar projects and (2) their availability to assume major technical responsibilities.

Based on a review of our Castaheads workload forecasting program, we can assure you that the staff members selected for this team are available to serve you and are in an excellent position to handle the workload of this assignment. Our Castaheads system will ensure staff availability to complete this assignment successfully when work is assigned to us. It is these Kimley-Horn tools and our steadfast and proven commitment to meeting rigorous project schedules that set our team apart.

PROJECT CONTROL AND METHODOLOGY

Kimley-Horn understands that a successful design process requires direct input and involvement from the Village and effective and proactive communication with the Village throughout all phases. The daily management conducted under this contract will flow through and be directed by the project manager, **Gregory Gonzalez, PLA**, who will work with Village staff in preparing or obtaining a scope for each work assignment and then coordinate and assign the appropriate staff to perform each task. Gregory will oversee the performance of the tasks to ensure high quality is maintained without impacting the scope or the schedule and will ensure that our quality control process is completed before the submittal to the Village.

We apply a proven approach to public realm planning and design based on our Miami studio's more than 30 years of experience across thousands of public and private sector projects similar to this one. Known as the "5D" approach, it assures our clients, large and small, that our results will deliver creative design solutions grounded in community needs and context. The basic steps of our "5D" approach include Desire, Discovery, Design, Discussion, and Documentation.



Monad Terrace, Miami, FL

Desire

During this first phase of the process, we will conduct a Kick-off Meeting with Village staff, advisory committee/ steering committee members, and/or other key stakeholders (as determined by the Village) to establish expectations for the project. Typical review topics include the scope of work, project schedule, lines of communications, public involvement, review and approval process, project development program, construction budget, permitting and bidding process, and construction delivery method.

We will also discuss community needs as they relate to the proposed Development Program for the various sites within the public realm, including:

- + Beautification that utilizes native trees and plants to create visually appealing and resilient landscapes.
- + Improvements along Park Drive to increase foliage barrier and incorporate safe and well-designed walkways.
- + Increasing tree coverage and shade.
- + Addition of lighting program and community gathering spaces.
- + Reviewing and assessing the existing grading and drainage.

Should the Village wish to verify the community's specific desires for the public realm spaces listed above, we may recommend one or more of our typical public involvement techniques, such as stakeholder interviews (elected officials, staff, recreation providers, residents, community leaders, others), visioning workshop(s), public open houses, online surveys, Advisory Board/ Steering Committee workshop(s), or Others.

The outcome of the design stage will result in a comprehensive greenspace master plan that reflects the community's vision and priorities. Deliverables may include minutes, notes, and exhibits from the kick-off meetings, interviews, focus groups, and public meetings, in addition to preliminary development programs and the Greenspace Masterplan as needed and desired by the Village.



Discovery

During the project's Discovery phase, which will run concurrently with the Desire phase, the design team will assess site opportunities and constraints. This includes identifying transportation or access issues, environmental conditions, drainage, utilities, easements, permitting, and other factors that could impact the proposed design. The Discovery phase also involves visits with the design team, staff, Council members, and stakeholders to visit comparable facilities and better understand the village community's specific needs and desires.

Based on the projects identified in the Greenspace Masterplan, Kimley-Horn will prioritize the development of projects identified by stakeholders with the highest priority. This approach ensures alignment with community needs and aspirations, guiding our efforts to deliver impactful solutions that enhance the quality of life in the Village. By focusing on stakeholder-identified priorities, we aim to create sustainable and functional public spaces that meet both immediate and long-term community goals.

The Deliverables for the Discovery phase typically include:

- + Site boundary, tree, and topographic survey
- + Geotechnical/Phase I environmental analysis
- + Evaluation of comparable sites
- + Inventory and site analysis memorandum and base map
- + Pre-application and site review meeting minutes as desired by the Village

Design

The Design phase builds on the findings from the first two phases, exploring various alternatives for accomplishing the Concept Plan. We will begin by developing conceptual plans and options for review, along with estimates of construction costs and any additional necessary field inventory. Deliverables may include alternative concepts and illustrations, refinement of referred concepts and cost estimates, preliminary master phasing and implementation plans, and meeting minutes needed and desired by the Village.



Discussion

The Discussion phase aims to build a final consensus regarding the preferred direction/ concept for the various public realm spaces. We will discuss and confirm the Village's preferred review and approval process at the Kick-off Meeting; our typical approval process includes the review of alternative concepts and cost estimates with Village staff, advisory/steering committee, key stakeholders, other local and state-level governmental agencies, the general public, and Village Council.

Effective meeting formats include workshops and open houses, preference surveys, and supplemental presentations to key stakeholders as needed to reach consensus. The final concept and budget approved by the Village Council will become Documentation, which will be the basis for the next phase of the process.

Deliverables may include a PowerPoint presentation, display boards, handouts, surveys, exhibits, and meeting minutes as desired by the Village.

Documentation

The final phase of the planning and design process—before permitting, bidding, and construction—is the Documentation phase. During this phase of work, we will typically develop 30%, 60%, 90%, and 100% level of construction documents for the project based on the final approved concept design. At the request of similar clients, we will often consolidate phased submittals to expedite the implementation of priority projects and accelerate the overall project schedule.

The documents include construction plans, specifications, and cost estimates, which will be submitted and reviewed according to the project schedule. To ensure successful coordination, we have found it very helpful to assemble the entire design team for each of the review meetings.

For example, during the Documentation phase of the recently constructed City of Boynton Beach's Congress Avenue Park, the City and Kimley-Horn lead design team met monthly to review plans, specifications, product samples, design details, cost estimates, and permit submittals to keep the overall schedule on track.

Deliverables typically include 30, 60, 90, and 100% submittals; construction cost estimates; response to written review comments; pre-bid and pre-construction meeting minutes; final construction documents for bidding; signed and sealed sets of final construction documents for permitting; and permit applications to appropriate agencies.



Downtown Wellen Park, North Port, FL

Permitting, Bidding, and Construction Administration

Kimley-Horn has been a fixture in the South Florida landscape architecture and engineering industry for over 30 years. For this reason, our firm has developed a solid working relationship with the various agencies with whom our team will need to coordinate in order to ensure the timely delivery of the public realm projects to be designed under this contract. Our extensive knowledge of local conditions, permitting and approval procedures, and the construction industry has allowed us to recognize and avoid the common pitfalls of this complicated process. Our hands-on experience with all of the regulatory agencies involved in developing projects under this contract will be extremely beneficial to the Village.

In a typical design, bid, build project, our bid assistance will include conducting a pre-bid meeting with prospective contractors, answering bidders' questions, clarifying the final construction documents and project schedule, issuing required addendums, and evaluating submitted bids. Upon receipt of the bids, we will work with Village staff to assess the best construction value and provide recommendations for contractor selection.

Once the project is under construction, our team will provide construction observation services that help ensure quality and efficient implementation of the project, conforming to the final construction documents and environmental permits and agreements. These services will include conducting a preconstruction meeting; issuance of a conformed set of drawings, including the incorporation of addenda and permitting

requirements; review of contractor submittals and Requests for Information (RFIs); review of shop drawings (as required) for any components related to the proposed design and issuing Architect's Supplemental Instructions (ASIs); review of contractor pay applications; issuing field orders and change orders as necessary to document changes in the contract documents; conducting preliminary and final punch lists and facilitating Final Acceptance of phases of construction.

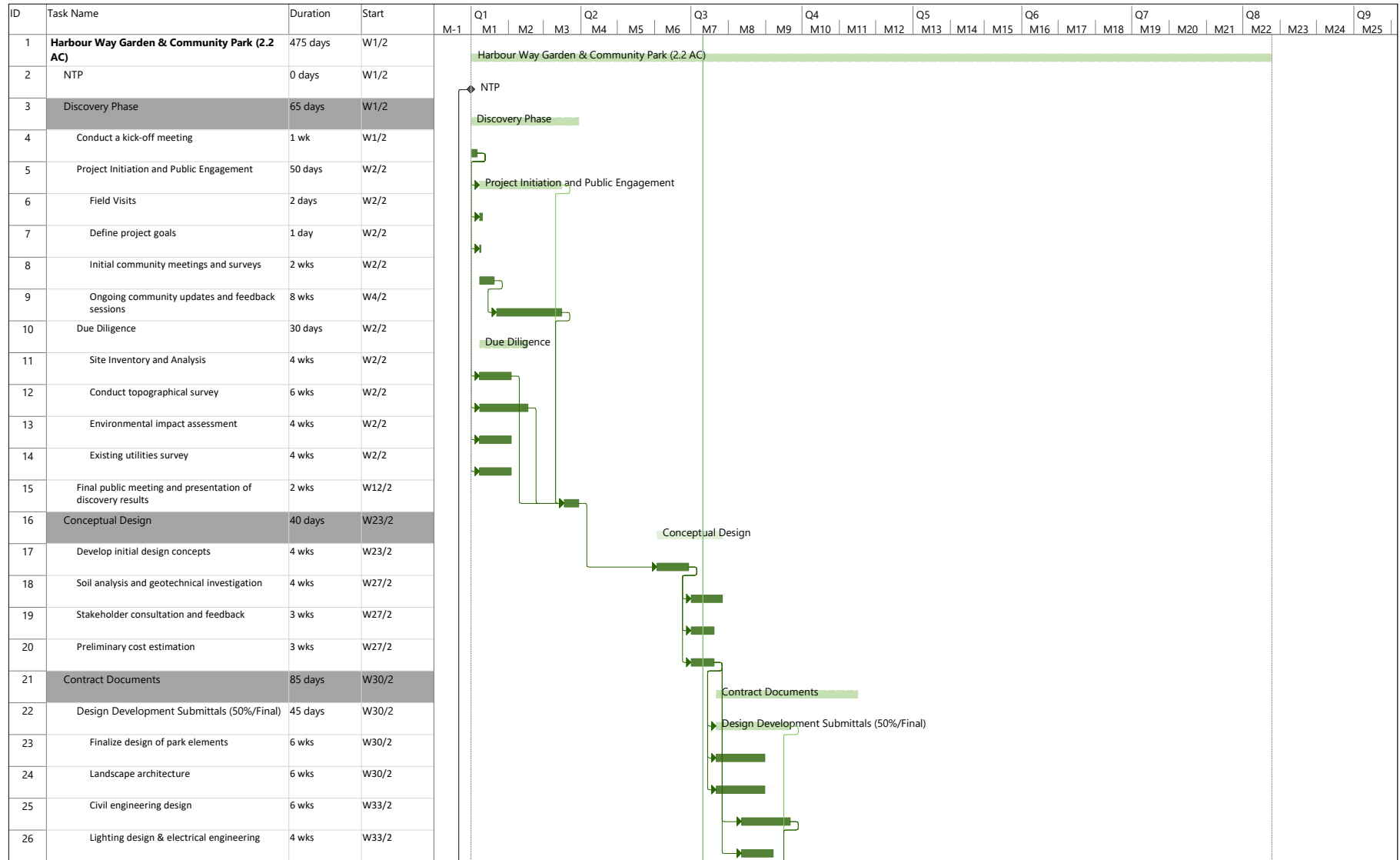


Baker Park, Naples, FL

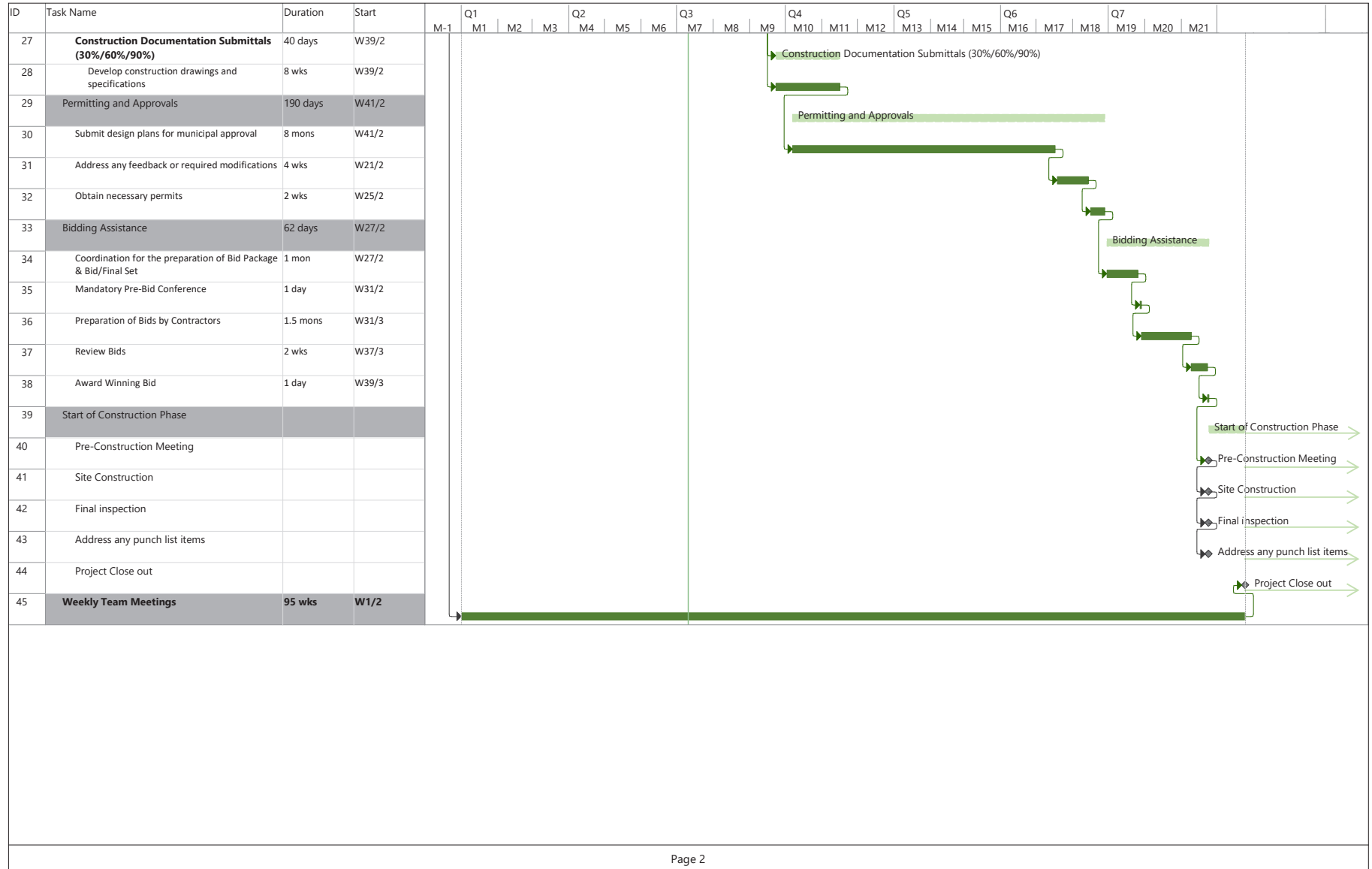
Quality Control/Quality Assurance (QC/QA)

Our team will implement Kimley-Horn's proven quality control/quality assurance process during each project phase. Our QC/QA benefits are maximized through a well-defined communication process involving all levels of the project team, along with a clear definition of project control and coordination activities. We utilize an in-house, independent QC/QA peer review group to oversee the production of the project deliverables to assure their completeness, legibility, constructability, and appropriate level of detail, in addition to compliance with applicable regulatory procedures and requirements. The peer review team will involve senior landscape architects and engineers who are experienced with designing and detailing facilities similar in scope and complexity.

PRELIMINARY PROJECT SCHEDULE



PRELIMINARY PROJECT SCHEDULE



SAMPLE WORK PLAN

LABOR ESTIMATE FOR DESIGN SERVICES

PROJECT: Potential Park Project / Entry Garden & Community Park
 CLIENT: Bal Harbour Village
 ESTIMATOR: Gregory Gonzalez

No.	Task Name	STAFF CLASSIFICATION										Staff Hours by Activity	SUBCONSULTANTS				
		Principal In Charge	Project Manager	Lead Landscape Architect	Project Landscape Architect	Landscape Architecture Analyst	Community Engagement Specialist	Project Civil Engineer	Civil Engineering Analyst	Project Electrical Engineer	Administrative Assistant		Surveyor	Geotechnical Engineer	Arborist	Cost Estimator	Lighting Designer
		ESTIMATED HOURS TO BE PROVIDED (SUBJECT TO CHANGE DUE TO FACTORS LIKE RESULTS OF GREENSPACE MASTER PLAN)											ESTIMATED HOURS TO BE PROVIDED BY SUBCONSULTANT				
1.00	Discovery Phase											674					
1.01	Conduct a kick-off meeting	3	6	3	6	0	5	3	3	3	2	34	0	0	0	0	6
1.01	Project Initiation & Public Engagement	9	9	9	3	18	9	3	3	2	74	0	0	0	0	0	
1.02	Define project scope and objectives	1	9	3	0	0	9	3	0	3	2	30	0	0	0	0	9
1.03	Field Visit	4	4	4	4	4	4	4	4	4	4	40	4	0	4	4	4
1.04	Identify stakeholders	1	4	0	4	0	40	0	0	0	2	51	0	0	0	0	0
1.05	Develop project timeline and milestones	2	40	0	0	0	0	6	0	0	9	57	0	0	0	0	0
1.06	Initial community meetings and surveys	0	9	0	0	0	9	0	0	0	2	20	0	0	0	0	0
1.07	Ongoing community updates and feedback sessions	0	6	0	0	0	40	0	0	0	2	48	0	0	0	0	0
1.08	Site Inventory and Analysis	4	9	4	4	18	0	4	18	18	2	81	0	0	0	0	0
1.09	Conduct topographical survey	0	0	0	0	0	0	0	0	0	0	0	120	0	0	0	0
1.10	Environmental impact assessment (if required)	0	12	0	0	0	0	40	0	0	2	54	0	0	0	0	0
1.11	Existing utilities survey	0	4	0	0	0	0	9	20	9	2	44	0	0	0	0	0
1.13	Due Diligence	2	4	2	9	18	18	4	20	9	2	88	9	9	9	18	9
1.12	Final public meeting and presentation of discovery results	4	6	4	4	1	20	4	4	4	2	53	0	0	0	0	4
2.00	Conceptual Design											309					
2.01	Develop initial design concepts	2	20	20	0	80	0	16	9	40	2	189	0	0	0	0	80
2.02	Soil analysis and geotechnical investigation	0	6	0	0	0	0	10	8	0	2	26	0	120	0	0	0
2.03	Stakeholder consultation and feedback	4	4	18	2	2	20	2	0	0	2	54	0	0	0	0	4
2.04	Preliminary cost estimation	1	6	0	0	9	0	4	9	9	2	40	0	0	0	120	9
3.00	Contract Documents											1404					
3.01	Design Development (50%, Final)	9	20	40	80	120	4	40	120	120	2	555	0	0	0	0	0
3.01	Final Design Development Cost Estimate	0	12	20	0	4	0	4	16	4	2	62	0	0	0	0	80
3.02	Finalize design of park elements	0	12	20	10	80	0	0	16	0	0	138	0	0	0	0	0
3.03	Landscape architecture (tree disposition, planting, hardscape)	0	9	20	10	80	0	8	6	0	2	135	0	0	0	0	0
3.04	Civil engineering design (paving & grading, drainage)	0	6	0	0	9	0	80	10	0	2	107	0	0	0	0	0
3.05	Lighting design (layout, electrical design, photometrics)	0	4	10	0	9	0	0	0	80	2	105	0	0	0	0	80
3.06	Contract Documents (30%, 60%, 90% Final)	9	40	40	40	80	0	80	120	120	2	531	0	0	0	0	120
3.06	Landscape architecture (tree disposition, planting, hardscape)	0	10	20	40	80	0	8	6	0	2	166	0	0	0	0	0
3.07	Civil engineering design (paving & grading, drainage)	0	6	0	0	9	0	20	80	0	2	117	0	0	0	0	0
3.08	Lighting design (layout, electrical design, photometrics)	0	4	0	10	9	0	0	0	80	2	105	0	0	0	0	0
3.09	Final Contract Document Cost Estimate	0	4	0	4	4	0	4	4	4	2	26	0	0	0	80	4
4.00	Permitting and Approvals											344					
4.01	Submit design plans for municipal approval	0	10	0	0	10	0	10	20	20	2	72	0	0	0	0	0
4.02	Address any feedback or required modifications	0	6	0	10	20	0	10	80	40	2	168	0	0	0	0	0
4.03	Obtain necessary permits	0	6	0	10	10	0	20	20	20	18	104	0	0	0	0	0
5.00	Bidding Assistance											219					
5.01	Coordination for the preparation of Bid Package & compile Final / Bid Set	4	10	4	4	10	4	4	4	4	9	57	0	0	0	10	10
5.02	Mandatory Pre-Bid Conference	4	4	4	4	0	4	4	0	0	4	28	0	0	0	0	0
5.03	Preparation of Bids by Contractors	0	8	0	10	0	0	0	0	0	0	18	0	0	0	0	0
5.04	Receive Bids	0	4	0	0	0	0	0	0	0	9	13	0	0	0	0	0
5.05	Review Bids	1	10	10	10	10	0	10	10	10	20	91	0	0	0	10	10
5.06	Award Winning Bid	0	4	4	0	0	4	0	0	0	0	12	0	0	0	0	0
6.00	Construction Phase Assistance											278					
6.01	Pre-Construction Meeting	1	4	0	4	0	0	4	4	4	4	25	0	0	0	0	4
6.02	Site Construction Observations	0	20	10	20	9	10	10	10	10	10	109	0	0	9	0	10
6.03	Final inspection by project team and stakeholders	4	4	4	4	0	0	4	0	0	2	22	0	0	0	0	4
6.04	Prepare Punch list items	0	0	0	9	4	0	4	9	9	2	37	0	0	0	0	9
6.05	Official handover to the community authorities	0	9	0	0	0	0	0	0	0	2	11	0	0	0	0	0
6.06	Project closure and documentation	1	9	1	9	9	9	9	9	9	9	74	0	0	0	0	9
7.00	Weekly Team Meetings											1160					
7.01	Weekly Team Meetings	116	116	116	116	116	116	116	116	116	116	1160	5	50	40	50	116
Total Staff hours		186	509	390	446	817	334	567	758	752	272	4388	138	179	62	372	505
Total % of Work by Position		4%	12%	9%	10%	19%	8%	13%	17%	17%	6%	100%					

Observations and Potential of Community Spaces

We had the opportunity to interview a long-time resident of the community, who generously guided our team around the property and provided valuable insights based on his experiences and observations. Their feedback highlighted several potential areas for improvement:

- ✓ **NEED FOR MORE TREES:** The resident emphasized the lack of trees in key spaces, noting the absence of shade in the large green spaces, which limits the enjoyment of these areas, especially during hot weather.
- ✓ **LACK OF BENCHES:** They pointed out that no benches are available, making it difficult for residents to sit and relax while enjoying the park.
- ✓ **LIMITED ACTIVITY:** While kids occasionally play soccer, it is not frequent, indicating a potential need for more versatile spaces that can serve multiple purposes and promote activity within the community.
- ✓ **DOG-FRIENDLY AMENITIES:** As a dog owner, the resident expressed concern about walking on the street due to the limited designated relief areas for dogs. He noted that the available spaces require walking across a grassed area, which is not ideal.
- ✓ **PEDESTRIAN ENTRANCES:** Existing pedestrian entrances do not connect to any integrated path system or destinations within the park, leading directly to the street. This results in a conspicuous and less functional pedestrian access.
- ✓ **EVENT SPACE:** The community occasionally hosts events, and the resident suggested that a more flexible lawn space would greatly benefit these activities, providing a dedicated area that can accommodate various events.



This firsthand feedback exemplifies the insightful information our team will gather to help inform our design process. By incorporating insights like these and gathering other opinions, we aim to create a more welcoming, functional, and enjoyable green space for all residents.

As our team embarked on the site visit with the local resident, we observed several key factors regarding the existing conditions within the community. These initial findings provide us with a snapshot of the current conditions to hit the ground running, but a comprehensive evaluation will require more time and thorough documentation.

Inventory and Observations of Existing Green Spaces

Currently characterized by clean lawns and sparse canopy coverage, these areas exude an understated charm and potential. Elevated slightly from the surrounding streets, the green spaces create a subtle bermed effect that adds to their visual appeal. The highlight of the visit was the large central green space, spanning approximately 2.2 acres, situated at the community's entry. This space, in particular, stands out as a pristine canvas ripe for transformation.

With its ample size and open layout, this central area has the potential to evolve into a dynamic garden and community hub. Imagine this space adorned with various trees and shrubs, providing a welcoming canopy that invites residents to relax and enjoy their own slice of heaven. Adding walkways meandering through the greenery would enhance accessibility, while thoughtfully placed seating areas would offer perfect spots for families to gather, children to play safely, and residents of all ages to participate in diverse community programming. With thoughtful landscape architecture, this central green area could become a focal point for community engagement, fostering a sense of belonging and well-being for all who visit.



Inventory and Observation of Existing Roads, Drainage, and Sidewalk

The current condition of the asphalt throughout the area indicates that it is due for milling and resurfacing. In many places, concrete and curbs have noticeably degraded, showing signs of wear and tear. Despite these issues, the roadways are generous in width, providing ample space for vehicular traffic. Additionally, we witnessed pooling in some areas of the street, indicating potential drainage issues that need addressing.

As we continued our site walk, it was apparent pedestrian access could be improved. All pedestrian entrances open directly onto the streets, lacking defined pathways or buffers that would enhance safety and accessibility. Improving this component of the community's infrastructure presents an excellent opportunity to create a more pedestrian-friendly environment. This could include the installation of new, durable sidewalks, well-designed curbs, and efficient drainage systems to manage stormwater effectively.

With Kimley-Horn's approach to thoughtful planning and design, these improvements can transform the area into a safer, more attractive, and accessible space for residents and visitors alike.



Potential Green Space Opportunities

As we conceptualized this potential project, we excitedly began imagining the opportunities for the Harbour Way green space at the community’s entry. The following are some potential green space improvements for the area.



Potential Green Space Opportunity



Potential Green Space Opportunity



Potential Green Space Opportunity



Potential Green Space Opportunity



Potential Green Space Opportunity



Potential Green Space Opportunity

C. AUTHORIZED NEGOTIATOR

As a Senior Vice President of the firm, Julio Collier, PE, based in our local Miami office, is fully authorized to contract on behalf of Kimley-Horn. Proof of Signing Authority is provided below.



Certificate of Secretary

To Whom It May Concern:


I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 14, 2023 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:


 Richard N. Cook, Secretary



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 14, 2023

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC	PITTSBURGH Beaves, Adele M. Beduhn, Tyler J. Moldovan, William	Duong, Danh Fares, Jean B. Kyle, Gregory S Phaneuf, Alyssa S. Ranta, Shahrzad	SAN MATEO Pulliam, John E.	Sulkowski, Nicholas E. Williamson, Sarah T.
BALTIMORE CITY Falk, Katherine W. Kraft, Jonathan H. Miller, Sean T. Smith, Jeff B.	PRINCETON Diggan, Tony W. Gibson, Adam T.	OAKLAND Akwabi, Kwasi Colety, Mike D. Dankberg, Adam J.	CAROLINAS	FORT WORTH Arnold, Douglas M. Arnold, Scott R. Atkins, John R. Hill, Bradley J. James, Richard J. Webb, Floyd C.
BALTIMORE COUNTY Leffner, Nicholas J. Hutton, Heather	RICHMOND Chance, Maxwell P. Crum, Katie E. Dougherty, Sean P. Harrell, Matthew T. Heustess, Aaron M. Hill, Corey W. Licklitter, Ashley C. McCray, Danielle R. McPeters, Brian A Perkins, Ryan R. White, Timothy E.	ORANGE Adrian, Darren J. Bossu, David M. Glaze, Jacob S. Kerry, Nicole M. Matson, Jason B. Marechal, Jason A. Melchor, Jason J. Melvin, M. Pearse	CHARLESTON Guy, Jonathan R.	CHARLOTTE Blakley, Jr., Stephen W. Denney, Seth A. Edwards, Matthew A. Lewis, Ryan T. Pattison, Paul G. Racer, Joseph M. Taylor, Benjamin S.
CHARLOTTESVILLE Oliver, Jonathan H.	VIRGINIA BEACH Chambers, Jon S. Dallman, David B. Davidson, Scott O. Farthing, Andrew P. France, William D. Funk, Gerald S. Holland, Kimberly R. Holland, Stephen R Mackey, William F. Mertig, Karl E. Miller Edward W. Moser, Emily A. Niss, Robyn M. Royal, Jack R. Schmitt, Gregory H. Votava Charles F. Wharton, Michelle L. Williams, Kyle D. Yee, Leong Wee	PLEASANTON Durrenberger, Randal R. Johnson, Miles R. Mehta, Parag G. Mowery, Michael C. Sowers, Brian E.	COLUMBIA Iser, Christopher M.	FRISCO Brignon, Brit A. Coppin, Thomas G. McCracken, Paul D. Dickey, Kyle A.
HARRISBURG Bankert, Larry I. McGinley, Steve M.	LOUDON Bollinger, Kyle T. Giffin, Geoffrey D.	RIVERSIDE Cowan, Eugene D. Pollock, John A.	DURHAM DOWNTOWN Lewellyn, Earl R.	IRVING/LAS COLINAS Ante, Louis N.
NORTHERN VIRGINIA Carter, Erica V. D'Alessandro, Jonathan J. Elman, Paul D. Howell, Christopher M. Kauppila, John L. Koopman, Jennifer R. Lefton, Steven E. Millot, Sean M. Murphy, Erin M. Musson, David B. Prunty, Robert W. Samba, David B. Sauro, Thomas J. Schrader, Carly N. Smith, Andrew T. Stevens, Ross S. Teague, M. Zach Whyte, Richard D.	WHITE PLAINS Canning, Thomas J. Van Hise, Kevin A.	SACRAMENTO Melvin, Enda Pittalwala, Fareed S. Schmitt, Michael L. Tait, Zachary T. Weir, Matthew D.	COLUMBIA Iser, Christopher M.	FLORIDA
PHILADELPHIA	CALIFORNIA	SAN DIEGO Barlow, Matthew T. Becker, Justin S. Harry, Jennifer L. Kaltsas, Joseph D. Madsen, Michael P. McCormick, Matthew B. McWhorter, Samuel L. Podegracz, Anthony J. Ulery, Megan R. Valencia, Jason B.	FORT MILL Holcomb, John E.	BOCA-DELRAY Webber, Jason A. Haggerty, Jordan L.
CENTER CITY Harmon, Amanda R. Hughes, Paul W. Morgan, Taylor M.	LONG BEACH Hewitt, Melissa A. Phillips, Chad E.	SAN JOSE Hamilton, Robert J. Hedayat, Leyla Venter Frederik J.	RALEIGH Adams, Richard C. Barber, Barry L. Beck, Chadwick W. Brewer, Brian J. Cochran, Adam P. Cook, Richard N. Deans, Neil T. Flanagan, Tammy L. Keil, Ashley R. Kuzenski, John D. Leverett, Christopher C. Meador, Emily H. Netzer, Lesley E. Thompson, Erin K.	FORT LAUDERDALE Alam, Mudassar M. Capelli, Jill A. Dabkowski, Adrian K. Emmons, Erin N. Falce, Christopher T. McWilliams, John J. Ratay, Gary R. Robertson, Stewart E. Viola, Stefano F.
	LOS ANGELES Chakravarthy, Srikanth		CENTRAL	FORT MYERS Bryant, M. Lewis Clark, Kellie R.
			DALLAS	GAINESVILLE Towne, Christopher
				JACKSONVILLE Brenny, Martin T. Mecca, Joseph P. Mullis, Raiford M. Roland, George E. Shelton, Mark W.
				LAKELAND Lewis, Jason A. Wilson, Mark E. White, Wayne E.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 14, 2023

MELBOURNE

Husainy, Kinan F.

MIAMI

Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA

Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO

Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Roberts, Heather A.
Stickler, Brooks A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

SARASOTA

Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG

Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE

Barr, Richard R.
DeVeau, Zachariah A.
Kalbi, Shawn C.

TAMPA

Bulloch, Kelly B.
Collins III, Carroll E.
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH

Good, Brian A.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH

Lee, Jason R.
Long, Jamea M.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Tercilla, Lindsey A.
Walthall, David W.

WPB DOWNTOWN

Heggen, Christopher W.
Spruce, Michael D.

MIDWEST

CHICAGO

DOWNTOWN

Lemmon, Peter C.
Marnell, Colleen L.
Mayer, Joseph P.
Morton, Jr., Arthur J.

CHICAGO NORTH

SUBURBS

Cooper, Jason C.
Tracy, Eric J.
West, Craig L.

CHICAGO WEST

SUBURBS

Fancler-Splitt, Rory K.
Garner, Chad S.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS

Muller, Justin M.
Reeves, Michael C.
Schall, Andrew J.

INDIANAPOLIS

Butz, Jr., William A.
Sheward, Bryan A.
Wolfred, Maurice A.

KANSAS CITY

Kist, Matthew D.
McKerrow, Jeff D.

NORTHEAST OHIO

Clements, Kevin J.

TWIN CITIES

Bishop, Mark C.
Bourdon, Brandon J.
Coyle, Daniel J.
Elegert, Brandon R.
Fosmo, Eric J.
Hume, Robert M.
Jensen, Matthew D.
Matzek, William D.
Phipps, Ryan A.
Schmitz, William J.
Wall, Lisa M.
Zimmerman, David

TWIN CITIES- WEST

Kuhnau, JoNette L.
Wurdeman, Brian M.

MOUNTAIN PACIFIC

ASPEN

Christensen, Bryce E.

BOISE

McDougald, Brandon D.
Nicholson, Tim P.

BROOMFIELD

Pratt, Anthony J.

COLORADO SPRINGS

Gunderson, Eric J.
Hess, Mitchell O.

DENVER

Andryscik, Kory J.
Colvin, Scott W.
Garinger, Amy M.
Heiberger, John R.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis M.
McGee, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

FORT COLLINS

Felton, Emily P.

PORTLAND

Belsick, Jody W.

SALT LAKE CITY

Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE

Kamerath, Marcy
Reeverts, Canaan H.
Williams, David S.

SOUTHWEST

LAS VEGAS

Ahartz, Shannon R.
Jones, Christopher R.
Moles, Richard A.
Moore, Devin V.
Mosley, Michael S.
Wolf, Treasea

MESA

Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX

Christian, Rajesh S.
Connelly, Alissa J.
Delmarter, Michael L.
Ehrick, Taylor R.
Henderson, Benjamin J.
Thoma, Jayme R.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

RENO

Hildebrandt, Timothy H.
Nasset, Brent J.

TUCSON

Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA

Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.

ATLANTA

Ergle, Kevin B.
Fink, Kenneth L.

ATLANTA MIDTOWN

Bosman, Eric S.
Coleman, Sean H.
Elsey, Jeffrey B.
Johnston, Sean P.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM

Bailey, Clark B.

MEMPHIS

Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE

Starling, Charles H.

NASHVILLE

Creasman, Brett R.
Dufour, Zachary J.
Espelet, Leonardo E.
McMaster, Ryan L.

Neal, Philip H.

Rhodes, Christopher D.

SAVANNAH

Gwaltney, Jamie N.
Marsengill, Chris C.

WOODSTOCK

West, Brian B.

TEXAS SOUTH

AUSTIN NORTH

Boecker, Brian C.
Neal, Trey A.
VanLeeuwen, Andrew W.

AUSTIN SOUTH

Hudson, Harrison M.
Mason, Sean R.

BRYAN/COLLEGE

STATION

Lucas, Michael D.

HOUSTON

Fryssinger, Ashley M.
Fryssinger, Chris V.
Guillory, Michael B.

SAN ANTONIO

Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS

Freeman, Jr., Steven C.

D. APPENDICES

SUBCONSULTANT QUALIFICATIONS



Manuel G. Vera & Associates, Inc. | Survey

Manuel G. Vera & Associates Inc. (MGV) is qualified as a Disadvantaged Business Enterprise (DBE) and operates from three offices across the state of Florida (Miami, Jupiter, and Orlando). MGV was established in Miami-Dade County in 1977. Since then, their specialization and exclusive focus have been on surveying and mapping. In over 47 years of existence, there has not been a survey task, terrain, or problem they have not seen. MGV is a unique firm in that it possesses the capabilities and technology of its competitors while also embracing the principles of a family-owned business with a service-oriented and sound quality control ideology. This ideology serves as the foundation of the firm and is the reason why MGV is held in high regard as one of the premier surveying firms in South Florida. In addition to their extensive experience working with Florida Department of Transportation (FDOT) Districts One through Seven and Florida's Turnpike Enterprise, the firm is actively engaged in delivering Miscellaneous Survey and right-of-way mapping Services to numerous Cities, Counties, and Municipalities across Florida. Additionally, they collaborate with State and Federal Agencies, as well as a multitude of private engineering clients, providing survey support for a wide range of miscellaneous engineering design and design-build projects.

Past Involvement with Similar Services

FDOT District Six Districtwide Miscellaneous Location Survey Consultant (C-AF57)

Monroe County and Miami-Dade County, FL

Task-driven contract performing miscellaneous Location Surveys in Miami-Dade and Monroe Counties and all municipalities within the district. MGV is responsible for all necessary professional surveying and mapping services to support topographic and mapping projects. Most of these services utilize a combination of mobile surveying and mapping technologies with GNSS and conventional survey technologies for ground control, quality assurance, and supplementary topographic map data when necessary. The surveys will include, but not be limited to, terrestrial mobile LiDAR surveying & mapping, ground control, scheduling of activities, drainage information, design level surveys, specific purpose surveys, acquisition parcel stakeout, project control network, right of way control survey maps, acquisition right of way maps, maintenance maps, retracement, recovery, establishment and analysis of historical baselines of the survey, boundary surveys, parcel sketches, legal descriptions, and properties title analysis.

General Land and Engineering Surveying Services E19-DTPW-04

Miami-Dade County, FL

Task-driven contract performing miscellaneous Survey, Mapping, and SUE services in Miami-Dade and all municipalities within the County. MGV is responsible for all necessary professional surveying and mapping services to support topographic and mapping projects. Most of these services utilize a combination of mobile surveying and mapping technologies with GNSS and conventional survey technologies for ground control, quality assurance, and supplementary topographic map data when necessary. The surveys will include, but not be limited to, terrestrial mobile LiDAR surveying & mapping, ground control, scheduling of activities, drainage information, design level surveys, specific purpose surveys, acquisition parcel stakeout, project control network, right of way control survey maps, acquisition right of way maps, maintenance maps, retracement, recovery, establishment and analysis of historical baselines of the survey, boundary surveys, parcel sketches, legal descriptions, and properties title analysis.



Geosol, Inc. | Geotechnical Engineering

Geosol, Inc. (GEOSOL) is a small professional firm that was established in April of 2000. GEOSOL is certified as a Small Business Enterprise (SBE) by Miami-Dade County as well as Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE) by FDOT and qualified under FDOT's Work Groups 9.1, 9.2, 9.4.1 and 9.4.2. The firm is based in Miami Lakes, which is relatively close to the Bal Harbour Village. The firm provides geotechnical engineering and testing services and, since its inception, has grown from 2 to 15 employees, consisting of registered engineers, engineering interns, senior geotechnical technicians, laboratory technicians, and draftsmen. In addition, Oracio Riccobono, PE, is the firm's lead geotechnical engineer. He has over 37 years of geotechnical experience working with all kinds of public sector projects, including all transportation modes, during preliminary and final design projects for various FDOT districts, as well as parks and recreation projects. He is fully aware of the geotechnical conditions of Bal Harbour Village and has worked with Kimley Horn on several similar projects as well as for many FDOT D6, MDX, Florida's Turnpike Design Build, and Miami-Dade Transit 10-mile Elevated Metro-Rail Line from NW 64th St to the Hard Rock Stadium projects, including the \$145 million SR 826 Section 2 Design-Build, from Sunset Drive to Bird Road, the on-going \$65 million 2.6 miles bridging project on Tamiami Trail, the ongoing Design/Build for 2 Pedestrian Bridges, over NW 199th Street and over Turnpike Access Road for Hard Rock Stadium Pedestrian Improvements, Miami Gardens, FL, the Lincoln Court Pedestrian Bridge Over the Collins Canal, City of Miami Beach, the \$170 SR 836 Design Build from NW 57th to NW 27th Avenues as well other projects along the I-95 corridor and Golden Glades interchange for the FL's Turnpike.

Past Involvement with Similar Services

SR 90/Tamiami Trail, Design-Build, 2.6-Mile Bridging

Miami, FL

GEOSOL was the geotechnical engineer of record for design and construction, responsible for field exploration, laboratory testing, foundation analyses, design and geotechnical reports, 100% PDA testing of 650 piles, foundation certifications, and vibration monitoring.

Hard Rock Stadium/FDOT District 6 Pedestrian Bridges Design-Build

Miami Gardens, FL

The project included the design and construction of two pedestrian bridges. As the geotechnical engineer of record, GEOSOL was responsible for field explorations, lab testing, foundation analysis, design, inspections, and foundation certifications.

Pedestrian Bridge over SR-5/US 1

Miami, FL

GEOSOL was the geotechnical engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, and performing foundation analyses for the construction of a new pedestrian bridge.

SW 1st Street Bascule Bridge over the Miami River

Miami, FL

As the chief geotechnical engineer, GEOSOL was responsible for field exploration, laboratory testing, geotechnical analyses for the bascule bridge and roadways, preparation of geotechnical reports, and foundation RFI's.

HLB

HLB Lighting Design, Inc. | Lighting Design

Founded in 1968, HLB Lighting Design, Inc. is the largest women-owned, independent architectural lighting design firm in the world. HLB specializes in creating compelling holistic lighting experiences that redefine the way people interact with the built environment. Their longstanding legacy of excellence, combined with multiple boutique studios, gives them the ability to deliver the most transformative client experience in the industry. With an international roster of over 100 employees and streamlined virtual capabilities, HLB is uniquely positioned to collaborate with clients of every scale worldwide. They operate on the cutting edge of lighting technology, constantly expanding and refining services to meet the evolving needs of the industry. HLB's integrated services and lighting expertise include interior and exterior architectural lighting design, daylighting design, sustainable design solutions, 3D visualization and calculations, and control system integration.

Past Involvement with Similar Services**Miami Baywalk and Riverwalk Master Plan***Miami, FL*

The Miami Baywalk Riverwalk creates a dynamic waterfront presence for a bustling downtown neighborhood. Utilizing the existing infrastructure, HLB added Bluetooth-controlled color-changing luminaires to create a lighting design that engages and enlivens the landscape, creating a destination landmark along the water's edge. The inclusion of the color-changing, unifying design element provides branding opportunities while allowing for community engagement and visual connectivity for the length of the urban waterfront.



Awards: Illuminating Engineering Society Award of Merit

San Jacinto Plaza Renovation*El Paso, TX*

Once known for its live alligator enclosure, the re-imagined urban gathering space now offers amenities such as a botanical garden, outdoor reading room, produce market, children's splash pad, café, and an area for washoes (a game similar to horseshoes but with water). The design also integrates historic elements such as Luis Jimenez's "Los Lagartos" statue, which pays homage to the park's former reptilian inhabitants. A shade structure protects the monument and serves as a central axis point for the park.



Awards: Illuminating Engineering Society Outdoor Lighting Award of Merit



New Leaf Environmental, LLC | Arborist

New Leaf Environmental, LLC (NLE) was founded in 2017 with the objective of providing expert-level arborist and landscape consultant services in South Florida. NLE's focus is on promoting the conservation and integration of trees and landscaping into urban and suburban settings. NLE has a strong dedication to providing support for municipal design projects, including having provided tree and landscape consulting and design support for the cities of Miami, Miami Gardens, North Miami, Dania Beach, and South Miami, as well as Miami-Dade and Monroe counties. NLE is led by Michael McCoy, an ISA Certified Arborist with 20 years of arborist and landscape consulting experience, including having served as a tree and landscape permit consultant reviewer for four South Florida municipalities. Michael has also provided impact assessments for hundreds of private sector projects, as well as tree/landscape long-term maintenance plans for dozens of resorts, homeowners associations, and municipal facilities.

Past Involvement with Similar Services

City of Miami Gardens, Landscape Consultant Services

Miami Gardens, FL

Work for this project is performed under a continuing services contract and consists of administering the City's tree impact permitting program and serving as the City's landscape reviewer for the site plan review process. Prior to the initiation of the tree-permitting program, New Leaf authored a comprehensive update to the City's landscape code to allow for the assumption of the County tree-permitting program and to update the City's landscape review criteria to be compatible with current industry standards. New Leaf also created new permit application forms and both internal and external guidance for the landscape plan review process.

New Leaf's ongoing services include field inspections of sites proposing tree removals, review of tree impact applications, review of and comments on proposed landscape plans, inspections of new landscape installations for certificate of occupancy approval, coordinating with applicants and contractors, and providing in-house support for municipal projects with landscape planting components.



Baker's Cay Resort Landscape Planning

Key Largo, FL

New Leaf's role in this project was to support the development of long-term landscape plans and upgrades for this exclusive resort property in Key Largo. Major tasks consist of: 1) Providing a community-wide tree inventory documenting the location, species, size, and condition of all trees;

2) Providing near-term recommendations for landscape maintenance to address safety, liabilities, and infrastructure conflicts; and 3) Developing a long-term maintenance plan to establish proper landscape maintenance practices and to create benchmarks to measure performance/compliance. Periodic updates were provided, as well as field oversight of landscape maintenance crews.

Landscape Feature 2: Parking Lot Medians and Endcaps

- Trim shrubs to height of 36" (measured from pavement)
- Side trim shrubs and low tree branches even with edge of pavement
- Leave 6" gap between shrubs and tree trunks
- Keep branches over parking spaces a minimum of 12' above pavement
- Conduct horizontal pruning/reductions to maintain min 2-foot separation between trees (avoiding appearance of hedgerow), while maintaining natural growth form to extent possible




PMA Consultants, LLC | Cost Estimating

PMA Consultants, LLC (PMA) is an international program, project, and construction management consulting firm founded in 1971. Since its inception, PMA has been providing the construction industry with experience, commitment, and proven results to complete their clients' projects. Their primary services include program and project management, construction consulting, construction claims, project controls, scheduling, risk management, and project management systems. With offices in Miami and Orlando, as well as 15 other offices nationwide, PMA has consistently ranked among the top 50 program management and construction management firms in the United States, as rated by Engineering News-Record (since 2000).

PMA's clients' repeat requests for these same types of services on continuing contracts attest to their successful history in providing project management and project control support services. Their corporate philosophy in delivering services is based on developing sustained, long-term relationships with their clients, becoming trusted advisors, and supporting clients in successfully achieving their project objectives. PMA's focus is on assisting owners in delivering world-class capital projects on time and within budget. PMA understands that achieving these goals is governed by the importance of specific principles: security, safety, accessible design, sustainability, passenger experience, maintainability, and cost.

Past Involvement with Similar Services

Greater Orlando Aviation Authority (GOAA), South Terminal Cost Estimate

Orlando, FL

PMA performed an Opinion of Probable Cost Estimate for the demand-driven expansion of the new 500,000-square-foot South Terminal at OIA. Through extensive cost estimating experience in the construction industry, standard industry sources, computerized cost estimating systems and special tools, PMS arrived at a detailed and accurate cost estimate.

Grand Lucayan Resort Renovations

Grand Bahaman Island

The Grand Lucayan Resort has 542 guestrooms and suites and is situated along a 7.5-acre beach on Grand Bahaman Island. During this \$10 million renovation, PMA performed expert cost analysis of electrical claims.

KEY PERSONNEL AND SUBCONSULTANT PARTNER RESUMES

Resumes for Kimley-Horn's key personnel and subconsultant partner's are included on the following pages.



GEORGE PUIG, PLA

PRINCIPAL-IN-CHARGE | SENIOR LANDSCAPE ARCHITECT | PUBLIC PARTICIPATION

PROFESSIONAL CREDENTIALS

- + Bachelor of Landscape Architecture, University of Florida
- + Professional Landscape Architect in Florida, #0001706
- + Professional Landscape Architect in Puerto Rico, #41
- + American Society of Landscape Architects (ASLA), Full Member
- + Urban Land Institute (ULI), Member
- + Miami-Dade County Waterfront Development Review Committee, Chair
- + Citizens for a Better South Florida, Executive Board Member
- + Neat Streets Miami, Board Member

SPECIAL QUALIFICATIONS

- + Has more than 34 years of professional landscape architectural experience in South Florida
- + Experienced in master planning, urban design and streetscape, site development, and conceptual design for resorts, hotels, single-family, multifamily, mixed-use, and entertainment/recreational facility projects

Kimley»Horn

RELEVANT PROJECTS

- » **Miami Worldcenter, Miami, FL** — Landscape architect/project manager. Spanning more than 35 acres, the Miami Worldcenter is in the heart of downtown Miami and includes 13 million square feet of retail, residential, office, and institutional uses. Kimley-Horn partnered with a private developer, the City of Miami, the Miami CRA, and other stakeholders to provide landscape architectural and civil engineering services from concept through construction administration for the urban public realm spaces, including several streetscapes, four parks/urban plazas, and two pedestrian promenades within the overall development. In addition, Kimley-Horn provided landscape architectural design services for the outdoor spaces of private development parcels, including residential towers and hotels.
- » **Ronald Reagan Park (formerly PBA Fern Isle Park), Miami, FL** Project manager. Kimley-Horn provided landscape architecture and civil engineering services from concept through construction administration for Ronald Reagan Park. Ronald Reagan Park is a six-acre riverfront passive park with amenities such as multi-use lawn area, play landforms, large picnic shelters, outdoor exercise area, walking paths, parking/drop-off area, historic pedestrian bridge with hanging chairs, waterfront promenade, and wayfinding and historic signage.
- » **Regatta Park, Miami, FL** — Project manager. Kimley-Horn provided landscape architecture services for Regatta Park in the City of Miami, a new 15-acre waterfront passive park that transformed the underutilized waterfront into a more cohesive and vibrant public space that helps connect the general public to the waterfront. The main features of the park include the expo lawn, regatta lawn, tropical gardens, promenade, multi-use path connector, tree allee and children's play area.
- » **Shenandoah Park and New Swimming Pool Facility, Miami, FL** Project manager. Kimley-Horn is providing landscape architectural and civil engineering services related to the demolition of the existing pool facility and building and the planning and design of a new swimming pool facility. Currently, the park site houses Fire Station No. 14. This Fire Station will be removed and the parking lot where the fire station currently is located will be renovated as part of the implementation of the general park plan enhancements and the construction of the new pool facility. The project consists of a new controlled access swimming pool facility including a long course pool, possibly an "L" shaped pool, in which the large area shall be 50.3 meters long with eight to ten swimming lanes; pool bath house, and lifeguard office/first aid room.
- » **Coral Pine Park, Pinecrest, FL** — Landscape architect. Kimley-Horn is providing civil engineering and landscape architecture services to redevelop the Coral Pine Park site in the Village of Pinecrest. The services for this project include several new pedestrian walkways complete with sitting areas, new multi-use walkways, low perimeter stone columns with fencing, rain garden retention areas, drainage improvements throughout the park and within the surface parking area, planting improvements, and water service on a drinking fountain for visitors of the park.



MATTHEW WISNIEWSKI, PLA

LEAD DESIGN ARCHITECT | LANDSCAPE ARCHITECT

PROFESSIONAL CREDENTIALS

- + Bachelor of Landscape Architecture with Honors, Pennsylvania State University
- + Professional Landscape Architect in Florida, #LA6667406
- + Professional Landscape Architect in New York, #002204-1
- + Professional Landscape Architect in New Jersey, #21AS00107500

SPECIAL QUALIFICATIONS

- + Has more than 19 years of experience in landscape architecture
- + Offers a diverse portfolio ranging from mixed-use, hospitality, and single-family developments to post-industrial landscapes, urban waterfront parks, and planning for cultural institutions
- + Extensive technical experience in grading and planting design, drainage, soils, material detailing, and stormwater management

Kimley»Horn

RELEVANT PROJECTS

- » **Flex Park at Virginia Key, Miami, FL** — Landscape architect. Working in collaboration with another firm, Kimley-Horn is serving as the local landscape architect involved in the conceptual and schematic phases of the project. Re-imagining the 24 acres of waterfront open space adjacent to the historic Marine Stadium on Virginia Key as a world-class park, the park has been contemplated as an area for flexible public recreation and special events. Kimley-Horn's scope of services includes planting design, code review and analysis, hardscape material selection, and coordination with City officials and stakeholders.
- » **Miami Worldcenter, Miami, FL** — Landscape architect. Spanning more than 35 acres, the Miami Worldcenter is in the heart of downtown Miami and includes 13 million square feet of retail, residential, office, and institutional uses. Kimley-Horn partnered with a private developer, the City of Miami, the Miami CRA, and other stakeholders to provide landscape architectural and civil engineering services from concept through construction administration for the urban public realm spaces, including several streetscapes, four parks/urban plazas, and two pedestrian promenades within the overall development. In addition, Kimley-Horn provided landscape architectural design services for the outdoor spaces of private development parcels, including residential towers and hotels.
- » **Biscayne Green, Miami, FL** — Landscape architect. Working with the Miami Parking Authority and the Miami Downtown Development Authority, Kimley-Horn is developing a long-term vision for redesigning a portion of Biscayne Boulevard in downtown Miami. The segment of Biscayne Boulevard between SE 1st Street and NE 6th Street will be transformed from parking lots and travel lanes into a dynamic linear park and promenade linking downtown and Bayfront Park. The intent is to narrow the vehicular corridor along this stretch from eight lanes to four lanes of traffic and remove the NE 1st and 4th Streets intersections to increase connectivity and meet the transportation needs of all street users safely and enjoyably. Throughout the visioning process, from information gathering and consensus building to program planning, the Kimley-Horn team engaged the public and advisory and stakeholder committees to inform the design.
- » **545 Wynwood, Miami, FL** — Landscape architect. Kimley-Horn provided professional landscape architecture and engineering services for this 660,00-square-foot, 10-story, mixed-use commercial development located in the Wynwood district. This commercial development includes 26,000 square feet of ground-level retail space, 283,000 square feet of office space, and a 420-space parking structure. Kimley-Horn's specific services for this project include landscape, hardscape, and irrigation design, site civil engineering, site design, permitting, and construction administration.
- » **Normandy Isle Park, Miami, FL** — Project manager. Kimley-Horn provided landscape architectural and civil engineering design services for improvements for Normandy Isle Park. Services included the design of improvements to the existing field along the southeast portion of the park consisting of two new T-ball fields with the potential to be utilized as a non-regulation soccer field with artificial turf, new concrete pads for the two existing bleachers and explore adding a third bleacher, new drinking fountain, and additional seating.



GREGORY GONZALEZ, PLA

PROJECT MANAGER | LANDSCAPE ARCHITECT | PUBLIC PARTICIPATION

PROFESSIONAL CREDENTIALS

- + Master of Landscape Architecture, Florida International University
- + Bachelor of Architecture, Rhode Island School of Design
- + Professional Landscape Architect in Florida, #LA6667525

SPECIAL QUALIFICATIONS

- + Has 10 years of experience designing projects for both public and private sector clients
- + Experienced in developing strategies for design in urban corridors, operational efficiencies for resiliency, visioning, information gathering, and consensus building to program planning
- + Expertise in preparing and coordinating construction documents, including site plans, hardscape plans, layout plans, paving plans, planting plans, lighting plans, grading plans, preliminary irrigation plans, as well as construction details and specifications

Kimley»Horn

RELEVANT PROJECTS

- » **Flex Park at Virginia Key, Miami, FL** — Landscape architect. Working in collaboration with another firm, Kimley-Horn is serving as the local landscape architect involved in the conceptual and schematic phases of the project. Re-imagining the 24 acres of waterfront open space adjacent to the historic Marine Stadium on Virginia Key as a world-class park, the park has been contemplated as an area for flexible public recreation and special events. Kimley-Horn's scope of services includes planting design, code review and analysis, hardscape material selection, and coordination with City officials and stakeholders.
- » **Ronald Reagan Park (formerly PBA Fern Isle Park), Miami, FL** Landscape architect. Kimley-Horn provided landscape architecture and civil engineering services from concept through construction administration for Ronald Reagan Park (formerly known as the PBA Fern Isle Park). Ronald Reagan Park is a six-acre riverfront passive park with amenities such as a multi-use lawn area, play landforms, large picnic shelters, outdoor exercise area, walking paths, parking/drop-off area, a historic pedestrian bridge with hanging chairs, a waterfront promenade, and wayfinding and historical signage.
- » **Biscayne Green, Miami, FL** — Landscape architect. Working with the Miami Parking Authority and the Miami Downtown Development Authority, Kimley-Horn is actively developing a long-term vision for the redesign of a portion of Biscayne Boulevard in downtown Miami. The segment of Biscayne Boulevard between SE 1st Street and NE 6th Street will be transformed from parking lots and travel lanes into a dynamic linear park and promenade linking downtown and Bayfront Park. The intent is to narrow the vehicular corridor along this stretch from eight lanes to four lanes of traffic and remove the NE 1st and 4th Streets intersections to increase connectivity and meet the transportation needs of all street users in a safe and enjoyable manner. Throughout the visioning process, from information gathering and consensus building to program planning, the Kimley-Horn team engaged the public as well as advisory and stakeholder committees to inform the design.
- » **545 Wynwood, Miami, FL** — Landscape architect. Kimley-Horn provided professional landscape architecture and engineering services for this 660,00-square-foot, 10-story, mixed-use commercial development located in the Wynwood district. This commercial development includes 26,000 square feet of ground-level retail space, 283,000 square feet of office space, and a 420-space parking structure. Kimley-Horn's specific services for this project include landscape, hardscape, and irrigation design, site civil engineering, site design, permitting, and construction administration.
- » **Lapis (formerly known as University Bridge Residences), Miami, FL** Landscape architect. Lapis is a 1,086-bed student housing development located adjacent to the Florida International University campus in Miami. The off-campus apartments consist of one residential building tower that includes ground floor retail/restaurant, an amenity deck, five levels of parking, and 19 residential levels. Kimley-Horn's services included landscape architecture, amenity design, and on-site paving, water, sewer, and drainage systems design and permitting.



NICK KUHN, PLA

GREENSPACE / PARK PLANNER

PROFESSIONAL CREDENTIALS

- + Master of Landscape Architecture, North Carolina State University
- + Bachelor of Science, Landscape Architecture, Ohio State University
- + Professional Landscape Architect in Florida, 6667065
- + Certified Park and Recreation Professional (CPRP), #10360993
- + American Society of Landscape Architects (ASLA), Member

SPECIAL QUALIFICATIONS

- + Has 22 years of experience in park planning and design, specializing in creating livable and sustainable communities through the strategic planning and design of the public realm
- + Offers extensive park experience including evaluating the performance of more than 900 parks nationwide and designing 6,500+ acres of parkland ranging from large regional sports complexes to small, urban pocket parks

RELEVANT PROJECTS

- » **Miami-Dade County Parks and Open Spaces System Master Plan, Miami-Dade County, FL** — Park planner. This 50-year, unifying vision for a livable, sustainable, Miami-Dade County addressed five major components: great parks; great public spaces; great natural and cultural places; great greenways, trails, and water trails; and great streets. Through a series of workshops with representatives from all Miami-Dade County departments, public involvement workshops, lifestyle/ demographic analysis, analysis of existing systems, neighborhoods, various community and county-wide visions, benchmarking and economic analysis, Nick helped developed a series of guiding principles for all five components.
- » **Pinecrest Comprehensive Parks and Recreation Master Plan, Pinecrest, FL** — Project manager. The Village-wide Parks and Recreation Master Plan was developed by Kimley-Horn with Nick Kuhn serving as project manager and lead park planner. The plan analyzed the existing parks system and created a new vision for the Village's future. Major components of the plan include an analysis and assessment of previously developed studies and reports, a Village-wide and neighborhood demographics analysis; existing system analysis; a needs and priorities assessment that includes public workshops, interviews with elected officials and key stakeholders, focus group interviews, a statistical survey, and a level of service valuation. The plan also includes a parks system vision, a cost estimate and implementation strategy with a strategic plan component. Cost estimates include not only capital construction estimates, but also O&M estimates to better understand the full impact of recommended projects based on phasing.
- » **Cutler Bay Parks Master Plan, Cutler Bay, FL** — Project manager. Kimley-Horn provided master planning services for the Town of Cutler Bay to assess the condition and provide improvement recommendations for eight Town parks. The master plan contained a brief project background, a physical inventory and site assessment of the existing parks and park system, proposed recommendations, the public involvement process, partnership opportunities, funding analysis, and preliminary cost estimates for implementing the conceptual recommendations. It also identified potential for park expansion and makes recommendations for the incorporation of future facilities into the Town's park system.
- » **Clemson Master Planning Services (Nettles Park Master Plan), Clemson, SC** — Landscape architect. Nettles Park, the largest park in Clemson, South Carolina, is expanding by 70 acres after the city purchased an adjacent piece of land. The purchase more than doubled the size of the park, which has tennis courts, ball fields, and a dog park. Kimley-Horn was retained to develop a master plan for the new addition, which will be created using community input. Services included: site assessment and evaluation, LIDAR data collection, public engagement workshops and presentations, conceptual master plan development, final master plan presentation and approval, and phasing plans.



ALBERTO HERRERA, PE, LEED AP

CIVIL ENGINEER

PROFESSIONAL CREDENTIALS

- + Master of Science, Civil Engineering, University of Miami
- + Bachelor of Science, Civil Engineering, University of Miami
- + Professional Engineer in Florida, #59357
- + Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP)
- + U.S. Green Building Council (USGBC), Member

SPECIAL QUALIFICATIONS

- + Has more than 25 years of civil engineering experience
- + Experienced in project management, budgeting, office management, and design in civil engineering, including land/site development, water and sewer collection and transmission systems, storm drainage systems, water management, pump stations, quantity estimates, civil and environmental permitting, and construction administration

Kimley»Horn

RELEVANT PROJECTS

- » **Shenandoah Park and New Swimming Pool Facility, Miami, FL**
Civil engineer. Kimley-Horn is providing landscape architectural and civil engineering services related to the demolition of the existing pool facility and building and the planning and design of a new swimming pool facility. Currently, the park site houses Fire Station No. 14. This Fire Station will be removed and the parking lot where the fire station currently is located will be renovated as part of the implementation of the general park plan enhancements and the construction of the new pool facility. The project consists of a new controlled access swimming pool facility including a long course pool, possibly an “L” shaped pool, in which the large area shall be 50.3 meters long with eight to ten swimming lanes; pool bath house, and lifeguard office/first aid room.
- » **Regatta Park, Miami, FL** — Civil engineer. Kimley-Horn provided landscape architecture and civil engineering design services for Regatta Park in the City of Miami, a new 15-acre waterfront passive park that transformed the underutilized waterfront into a more cohesive and vibrant public space that helps connect the general public to the waterfront. The main features of the park include the expo lawn, regatta lawn, tropical gardens, promenade, multi-use path connector, tree alee and children’s play area.
- » **Ronald Reagan Park (formerly PBA Fern Isle Park), Miami, FL**
Civil engineer. Kimley-Horn provided landscape architecture and civil engineering services from concept through construction administration for Ronald Reagan Park (formerly known as the PBA Fern Isle Park). Ronald Reagan Park is a six-acre riverfront passive park with amenities such as multi-use lawn area, play landforms, large picnic shelters, outdoor exercise area, walking paths, parking/drop-off area, historic pedestrian bridge with hanging chairs, waterfront promenade, and wayfinding and historic signage.
- » **The Underline Master Plan, Miami-Dade County, FL** — Project engineer. The Underline is an iconic bicycle and pedestrian greenway and urban linear park under the Miami-Dade Metrorail corridor. Our services included site analysis, mobility recommendations, transportation safety recommendations, framework plan support, key agency review meetings, and public meeting support. One of the key results of Kimley-Horn’s participation in the master plan was developing innovative engineering techniques for providing intersection crossing safety. Improvements included wide crossings with separate space for bicyclists and pedestrians, innovative pavement markings, colored pavement treatments, and recessed stop bars for motor vehicle traffic to accommodate the wide crossings. Kimley-Horn provided transportation engineering services in the development of two demonstration projects including the “Brickell Backyard” and the “University Colonnade” sections of The Underline.
- » **Normandy Isle Park, Miami, FL** — Civil engineer/engineer of record. Kimley-Horn provided landscape architectural and civil engineering design services for improvements for Normandy Isle Park. Services included the design of improvements to the existing field along the southeast portion of the park consisting of two new T-ball fields with the potential to be utilized as a non-regulation soccer field with artificial turf, new concrete pads for the two existing bleachers and explore adding a third bleacher, new drinking fountain, and additional seating.



JAMIL PIERRE, PE

CIVIL ENGINEER

PROFESSIONAL CREDENTIALS

- + this is a bullet
- + this is another bullet that's longer

SPECIAL QUALIFICATIONS

- + this is a bullet
- + this is another bullet that's longer

RELEVANT PROJECTS

- » **Coral Pine Park, Pinecrest, FL** — Project manager. Kimley-Horn is providing civil engineering and landscape architecture services to redevelop the Coral Pine Park site in the Village of Pinecrest. The services provided for this project include several new pedestrian walkways complete with sitting areas, new multi-use walkways, low perimeter stone columns with fencing, rain garden retention areas, drainage improvements throughout the park and within the surface parking area, planting improvements, and water service on a drinking fountain for visitors of the park.
- » **Miami River Development - Chetrit Riverfront, Miami, FL** — Project engineer. As a subconsultant to an architect, Kimley-Horn is providing civil engineering, traffic, and landscape architecture services for the Miami River project. The Miami River project is planned to cover a three-block area that will be bordered by the Miami River, SW 7th Street, SW 3rd Avenue and SW 2nd Avenue in Downtown Miami, right off of I-95. The master plan is broken in to five phases, which will include two 58-story towers, two 60-story towers, and two three-story structures connected by walkways at the 2nd, 3rd and 9th level. The master plan offers a mixed-used development containing commercial, office, lodging, entertainment, and residential spaces. As part of the Special Area Plan (SAP), Jose Marti Park will be improved and an extension to the Riverwalk will be provided.
- » **1 Southside Park (formerly Brickell Firehouse), Miami, FL** — Project engineer. This project is a luxury, mixed-use, high rise development, including residential, micro-units, wellness, office, parking, a fire station, and extensive landscaped terraces. The property is situated on an entire city block in the Brickell neighborhoods of Miami, FL and bound by SW 11th Street on the north side, Brickell Metrorail Station on the east side, SW 12th Street on the south side, and SW 2nd Avenue on the west side. There is an existing fire station within the bounds of the site which will be relocated within the project footprint and integrated into the overall design. Southside Park, which includes a playground, building, and basketball court, are also within the confines of the site and are to be renovated and remain operational. Our services include civil design, paving and grading, and coordination with the client, project surveyor, architect, landscape architect, and geotechnical engineer.
- » **Miami Beach Convention Center, Miami Beach, FL** — Project engineer. Kimley-Horn was retained by the City of Miami Beach to provide professional engineering services for the expansion and renovation of the existing convention center as well as the redevelopment of surrounding areas into active parks to create a Convention Center District. Our services include streetscape; the redesign of Convention Center Drive, 19th Street, and 18th Street; and the realignment of all underground utilities, including large storm culverts, water mains, sewer mains, force mains, and dry utilities. Additional services include improvements and modifications to three signalized intersections; coastal engineering, including the design of the Collins Canal edge stabilization and a secondary floodwall; and environmental engineering, including the preparation of a soil management plan for earthwork management during construction.



MATT BROSMAN, PE

STORMWATER & RESILIENCY ENGINEER

PROFESSIONAL CREDENTIALS

- + Bachelor of Science, Civil Engineering, University of Florida
- + Professional Engineer in Florida, #85460
- + Professional Engineer in Texas, #130228
- + American Water Resources Association (AWRA), Member

SPECIAL QUALIFICATIONS

- + Has more than 11 years of experience in hydrologic and hydraulic modeling, bridge and culvert hydraulic design, and stormwater master planning
- + Stormwater modeling experience with ICPR, EPASWMM, XPSWMM, HEC-RAS, and other H&H modeling software
- + Experienced with GIS data management and visualization

RELEVANT PROJECTS

- » **Surfside CDBG-MIT Townwide Drainage Improvement and Flood Hazard Mitigation Plan, Surfside, FL** — Project manager. Kimley-Horn is providing professional assistance to the Town of Surfside to develop a Stormwater Master Plan consistent with the Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT). The project aims to eliminate stormwater network data gaps to identify opportunities for current and future infrastructure resiliency planning, as well as detailed modeling analysis of alternatives and determination of preliminary opinion of probable costs to ultimately assist the Town in developing a capital improvement plan.
- » **Babcock Ranch Community, Charlotte and Lee Counties, FL** — Project engineer for a variety of projects for the design and environmental resource permitting services of the surface water management system for the 26-square-mile development of regional impact within SFWMD. Kimley-Horn has managed construction phase services for four phases of development: a community park with a trail system through a wetland preserve around a 53-acre lake, observation decks within the wetland overlooking the lake, and Geographic Information System (GIS) services for the overall Babcock Ranch Community. Kimley-Horn has provided master planning, landscape architecture, civil engineering, roadway design, and permitting services for the 17,000-acre Babcock Ranch for more than a decade. This sustainable new community includes single-family and multi-family residential neighborhoods, a mixed-use town center, and additional commercial areas. We have served as the lead consultant on multiple phases of the development, including the first phase, which encompassed 1000 residential units and a mixed-use 'Town Square.' Additional phases are currently under design.
- » **Hollywood Streetscape Phase 4 Stage 2, Hollywood, FL** — Project engineer. Kimley-Horn is providing planning, landscape architecture, civil, and traffic engineering services for the City of Hollywood/CRA for Phase IV of streetscape improvements and undergrounding of overhead utilities along State Road A1A and 18, intersecting east-west (E/W) side streets (Phase IV). Tasks for the parallel 18 E/W side streets phase include project management for the entire project; roadway design; signing and marking design and plans; paving and grading; drainage design; landscape, hardscape, and irrigation; environmental services and permitting. It also included coordination with FDOT regarding street flooding caused by sea level rise. Tasks for the State Road A1A phase include roadway design, median modification, ADA improvements, traffic engineering, milling and resurfacing, public involvement, lighting analysis, signalization, drainage design, technical specifications, overhead line conversion, underground coordination, and plan integration. Design is prepared for all 18 side streets between Harrison Street and Magnolia Terrace except for the Iris Terrace-Jasmine Street loop, constructed with the established design and A1A from just north of Hallandale Boulevard to just south of Hollywood Boulevard. Kimley-Horn will provide CMAR coordination and assistance during bidding and post-design.



ALEJANDRO TOURAL, PE

STORMWATER & RESILIENCY ENGINEER

PROFESSIONAL CREDENTIALS

- + Bachelor of Science, Civil Engineering, Florida International University
- + Bachelor of Science, Environmental Science, Nova Southeastern University
- + Professional Engineer in Florida, #94809

SPECIAL QUALIFICATIONS

- + Has more than nine years of combined experience in civil and environmental engineering.
- + Experience includes environmental oversight/field support for petroleum and hazardous waste removal and remediation; air/soil/groundwater environmental monitoring; Environmental Resource Permits for SFWMD and FDEP; site development stormwater analysis and modeling; site paving, grading, and drainage; utility coordination
- + Miami-Dade County experience includes permitting with the Miami-Dade County Pollution Remediation Section; preparation of Class II and Class VI permit applications for stormwater management system review; and design and permitting of septic systems through the Miami-Dade County Health Department.

Kimley»Horn

RELEVANT PROJECTS

- » **Hollywood Streetscape Phase 4 Stage 2, Hollywood, FL** — Project engineer. Kimley-Horn is providing planning, landscape architecture, civil, and traffic engineering services for the City of Hollywood/CRA for Phase IV of streetscape improvements and undergrounding of overhead utilities along State Road A1A and 18, intersecting east-west (E/W) side streets (Phase IV). Tasks for the parallel 18 E/W side streets phase include project management for the entire project; roadway design; signing and marking design and plans; paving and grading; drainage design; landscape, hardscape, and irrigation; environmental services and permitting. It also included coordination with FDOT regarding street flooding caused by sea level rise. Tasks for the State Road A1A phase include roadway design, median modification, ADA improvements, traffic engineering, milling and resurfacing, public involvement, lighting analysis, signalization, drainage design, technical specifications, overhead line conversion, underground coordination, and plan integration. Design is prepared for all 18 side streets between Harrison Street and Magnolia Terrace except for the Iris Terrace-Jasmine Street loop, constructed with the established design and A1A from just north of Hallandale Boulevard to just south of Hollywood Boulevard. Kimley-Horn will provide CMAR coordination and assistance during bidding and post-design.
- » **Southwest 157th Avenue Roadway Widening from Southwest 42nd Street to Southwest 26th Street, Miami, FL** — Project engineer. Kimley-Horn is providing professional engineering design services for the preparation of completed construction plans including master planning, traffic study, and public involvement for the widening of Southwest 157 Avenue from Southwest 42 Street to Southwest 26 Street from two to four lanes. The project length is approximately 1.3 miles. This project includes new raised landscape medians, bike lanes, sidewalks, curb and gutters, storm drainage system, pavement markings and signage, intersection and signalization improvements, and roadway lighting. We are providing the County with permitting, environmental assessments, construction administration services, geotechnical services, and utility coordination.
- » **Venetian Causeway Improvements from Bayshore Drive (Miami) to Alton Road (Miami Beach), FL** — Project engineer. Kimley-Horn provided professional services, master planning, and the preparation of a traffic study to evaluate the impacts on the Historic Venetian Causeway. Our services included developing vertical and horizontal alignments, coordinating drainage design and signing and pavement markings, decorative lighting, landscape/hardscape/irrigation, and signalization plans for this corridor. The project included extensive coordination with the City of Miami and the City of Miami Beach. It also required a public involvement program.
- » **Liberty Avenue North, Miami Beach, FL** — Project engineer. Kimley-Horn is providing roadway, drainage, landscape, hardscape, lighting, signing and pavement markings, signalization, and utility coordination services for a raised intersection at Liberty Avenue North and the intersection with 23rd Street, as well as hardscape improvements along Liberty Avenue.



IAN FLEMINGS, PE, LEED GA

ELECTRICAL ENGINEER

PROFESSIONAL CREDENTIALS

- + Bachelors of Science, Electrical Engineering, University of Central Florida
- + Professional Engineer in Florida, #95233
- + Professional Engineer in Tennessee, #128439
- + Professional Engineer in Texas, #14931
- + LEED Green Associate (GA), #0011267545

SPECIAL QUALIFICATIONS

- + Has more than 16 years of total industry experience, beginning as an electrician and advancing to electrical design engineer
- + Experienced in building and providing design for a wide variety of projects and building types, with specialized expertise in power distribution systems, standby power systems, lighting controls and photometrics, short circuit analysis, and selective coordination
- + His hands-on electrical experience gives him a unique understanding of the challenges and implementation realities of both new construction and renovation projects and how to effectively mitigate them through high-quality design

Kimley»Horn

RELEVANT PROJECTS

- » **Bal Harbour Shops, Bal Harbour, FL** — Project engineer. Prior to joining Kimley-Horn, Ian worked on the photometrics for Bal Harbour Shops.
- » **Living Wellen Park, North Port, FL** — Project engineer. Kimley-Horn provided professional engineering services for Wellen Park in the City of North Port, Sarasota County. Electrical engineering services consist of the design of the power and exterior lighting systems for the project, including load calculations, riser diagrams, luminaire schedules, fault current calculations, drawings, and specifications. Project tasks included the preparation of a lighting plan to show locations and fixture types for the roadway/parking lot, low voltage landscape light fixtures for palm/tree up lighting in amenity areas, low voltage lighting transformer selection, and proposed locations.
- » **Miami Beach 41st Street Booster Rehabilitation Project, Miami Beach, FL** — Project engineer. Kimley-Horn is providing professional services associated with the preparation of a Preliminary Engineering Report (PER) for the rehabilitation of the City of Miami Beach's 41st Street Booster Pump Station. The City wants to replace existing equipment and systems throughout the booster pump station. Additionally, the City wishes to implement other improvements specifically related to hardening and resiliency that will be funded via a \$900,000 grant issued by the Florida Department of Economic Development (DEO). The DEO grant was awarded under the Critical Facility Hardening Program, which is where eligible projects seek to harden facilities that serve a public safety purpose. This project will improve the resilience of this facility by installing a new backup power generator above the 500-year floodplain elevation, providing improvements to the ventilation and AC systems, site accessibility, and storm-proofing with the replacement of windows and doors with hurricane-proof selections.
- » **Ray of Hope Hotel, Nashville, TN** — Project engineer. Kimley-Horn provided mechanical, electrical, plumbing, and fire protection engineering services for the boutique hotel project in East Nashville called Ray of Hope. The project included the adaptive reuse of an existing 38,000-square-foot church structure conjoined to a new, four-story hotel on the adjacent parcel. The electrical design will be based on the latest program requirements and include power and lighting design. Our team will coordinate mechanical and electrical equipment space requirements and coordination with the owner. Additional tasks included preparation of construction documents, bid/negotiation support, and construction phase services.
- » **Johnson Pope Interior Renovation, Tampa, FL** — Project engineer. Kimley-Horn will provide mechanical, electrical, plumbing, and fire protection engineering services. Electrical design services will include electrical system design and power and lighting design. HVAC design services will be designed based on program requirements set by the client and the reuse of existing HVAC systems. Fire protection design consists of schematic plans and performance-based specifications. Additional tasks include preparation of construction documents, permitting assistance, and construction phase services.



STEWART ROBERTSON, PE

MOBILITY PLANNER

PROFESSIONAL CREDENTIALS

- + Master of Civil Engineering, University of Kentucky
- + Bachelor of Civil Engineering, University of Kentucky
- + Professional Engineer in Florida, #63939
- + National Society of Professional Engineers (NSPE), Member
- + Institute of Transportation Engineers (ITE), Member
- + Association of Pedestrian and Bicycle Professionals (APBP), Member
- + American Society of Civil Engineers (ASCE), Member

SPECIAL QUALIFICATIONS

- + Has more than 24 years of experience specializing in transportation engineering, with an emphasis on multimodal planning and design and bicycle/pedestrian planning
- + Experience includes intersection capacity analysis, safety studies, travel demand analysis, pedestrian studies, bicycle corridor studies, bicycle network plans, geographic information systems (GIS), and multimodal master planning

Kimley»Horn

RELEVANT PROJECTS

- » **Village of Biscayne Park Comprehensive Traffic Study, Biscayne Park, FL** — Project manager. Kimley-Horn provided traffic engineering services for a study that developed a comprehensive traffic improvement strategy for the Village of Biscayne Park. Duties included traffic data collection, evaluating traffic flow alternatives, and preparing reports. The traffic data analysis for the Village of Biscayne Park demonstrated that traffic volumes on several streets exceed livability thresholds established in the Miami-Dade Neighborhood Traffic Management Program. A proposed traffic plan was developed that includes a one-way conversion, median extension, channelization improvements, traffic circles, lane width reductions, landscaped entry features, and speed limit reductions. Three projects were implemented as initial improvements on a trial basis using temporary traffic control devices after receiving approval from the Miami-Dade County Public Works Department.
- » **Lake Worth Streetscape Design-Build, Lake Worth, FL** — Project engineer. Kimley-Horn provided traffic engineering services for this streetscape project in Lake Worth. The project extended from I-95 to Dixie Highway along 6th Avenue and 10th Avenue. This was part of an effort by the CRA to improve major roads in their community. Kimley-Horn teamed with Burkhardt Construction, Inc., on this design/build project.
- » **M-Path Master Plan, Miami-Dade County, FL** — Project engineer. Kimley-Horn developed a corridor master plan for the nine-mile, eight-foot-wide multiuse M-Path Trail, connecting Downtown Miami to Southwest 67th Ave. (Ludlam Rd.) in south Miami. A conceptual design identified locations for trail improvements such as enhanced intersection crossings, filling in gaps, trail realignments, safety features, signage, lighting, landscaping, and Metrorail plaza treatments. Miami-Dade Transit (MDT) used the M-Path Master Plan to implement M-Path improvements and to develop the M-Path Intersection Safety Improvements Project, which is currently under construction.
- » **Miami River Greenway Design, Six Sites, Miami, FL** — Project engineer for the development of a master plan for six sites owned by Miami-Dade County. Two design options were developed for each site and presented to public officials, the community, and the Miami River Committee for discussion and concurrence for the recommended alternative to proceed with the design phase. The design included site development, drainage, permitting (DERM and FDEP), lighting, structural design of new seawalls and repair of existing seawalls, landscape, and irrigation.
- » **Miami Lakes Greenways and Trails Plan, Miami Lakes, FL** — Project manager for the Miami Lakes Greenways and Trails Plan, which was conducted through a grant from the Miami-Dade MPO. We developed recommendations for providing a Town-wide network of greenway trail facilities and pedestrian safety improvements. The Plan focused on key elements of non-motorized transportation, including pedestrian pathways, bicycle trails, shared-use paths, recreational greenways, and connections to mass transit, thereby optimizing walking and bicycling as healthy, clean transportation options in Miami Lakes. The plan included a mix of facility types that made practical use of existing opportunities within the town.



JUAN FUENTES, PE, SE (IL), SI, LEED AP

STRUCTURAL ENGINEER

PROFESSIONAL CREDENTIALS

- + Bachelor of Science, Civil Engineering, University of Miami
- + Bachelor of Science, Architectural Engineering, University of Miami
- + Professional Engineer in Florida, #62426
- + Special Inspector - Threshold Buildings in Florida, #62426
- + Structural Engineer in Illinois, #081.006736
- + Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP)

SPECIAL QUALIFICATIONS

- + Has more than 25 years of structural engineering experience involving all aspects of a project from traditional design, bid, build to structural rehabilitation
- + Provides expert engineering services on rehabilitation projects with innovative and cost-effective solutions through his firsthand knowledge of building materials and construction methods while working meticulously with the contractor through all the stages of a project's life cycle to deliver projects on time and under budget.

RELEVANT PROJECTS

- » **Warfield Park, Fort Lauderdale, FL** — Project engineer. Kimley-Horn was responsible for the design and preparation of construction documents for the 4,000 square foot community center. The facility had an indoor basketball court which required special attention to the exterior wall and roof design.
- » **City of Miami Beach Seawall Improvements, Miami Beach, FL** — Project manager. Kimley-Horn serves the City of Miami Beach under an on-call contract for various services. The City recently retained the firm for design services for the Dade Boulevard Seawall at the Miami Beach Convention Center. The new seawall is 993 feet in length and will utilize precast concrete post and panel framing system. The design will also incorporate a possible future bike path.
- » **Pines City Center, Pembroke Pines, FL** — Principal-in-charge and engineer of record for this new 200,000-square-foot retail center. The project is an open air retail center that included several buildings and outparcels. The structure utilizes open web joist roof framing, interior steel columns, reinforced masonry, and shallow foundations.
- » **The Shoppes at Highland, Hialeah, FL** — Project manager. Kimley-Horn provided structural engineering services for a single-story retail center and outparcels. Our scope included structural design of the square-foot main retail building, two 18,000 square-foot outparcels, and the grocery store façade. The main retail building is composed of multiple tenants and includes the grocery store. The structure utilizes open web steel joist for the roof framing supported by interior steel columns and concrete tilt-up panels. Each space has an enhanced entry feature that will utilize structural steel with cold form steel framing. The structure is supported by shallow foundations. Utilizing AutoCAD, Kimley-Horn coordinated structural documents with architectural, mechanical, electrical, plumbing, and geotechnical consultants to prepare structural construction documents and calculations to submit for permit.
- » **Johns Hopkins All Children's Hospital (ACH) Central Energy Plant (CEP) Utilities Upgrades, St. Petersburg, FL** — Structural engineer. Johns Hopkins selected Kimley-Horn to perform a peer review of the existing civil and structural design for upgrades to the All Children's Hospital (ACH) Central Energy Plant (CEP) within the 5th Street S corridor. The CEP provides steam, chilled water, and backup generation for the ACH and outpatient care center (OCC) via a direct burial system of pipes and duct banks. Kimley-Horn's scope of services include peer review of the prior consultant's assumptions and field walk, peer review of the current 100% design development, identification of alternatives, preparations of calculations and exhibits, and a final report of findings which will include cost estimations and timelines. The final report will address the current design solution, suggested alternates, and other possible solutions such as maintenance strategies and additional upgrades.



ALLY GOOLABSINGH, PE

STRUCTURAL ENGINEER

PROFESSIONAL CREDENTIALS

- + Master of Science, Civil Engineering, University of Miami
- + Bachelor of Science, Civil Engineering, University of Miami
- + Professional Engineer in Florida, #82392

SPECIAL QUALIFICATIONS

- + Has 12 years of project experience, serving as structural engineer and project manager on a wide variety of public- and private-sector jobs in the Miami area
- + Has extensive knowledge in post-tension slabs, structural steel, high-velocity hurricane wind design, conventional reinforced gravity and lateral concrete systems, and shallow and deep foundations.

Kimley»Horn

RELEVANT PROJECTS

- » **St. Regis Resort Bal Harbour, Bal Harbour, FL** — Project manager. Horn was retained to provide professional structural and electrical engineering services to the property located in Bal Harbour. The property consists of three 25-story buildings located on a shared amenity podium built in 2011. Our scope of services includes a photometric analysis of the garage to determine existing lighting levels for conformance with the Florida Building Code (FBC), and a site observation focusing on structural and electrical areas.
- » **citizenM Boutique Hotel at Miami Worldcenter (formerly Block F East), Miami, FL** — Project engineer. As a part of the Miami Worldcenter urban development project, the Kimley-Horn team is currently providing civil engineering services for the citizenM Hotel. Our services for this project include the preparation of on site civil engineering construction documents (site plan, signage, striping, water and sewer), on site civil engineering permitting (water, sewer, DERM), preparation of schematic design civil documents, landscape architecture design development and site plan approval, and construction phase services. This 128,000-square-foot, 12-story hotel includes 348 rooms and 2,000 square feet of co-working/creative meeting spaces. The Miami Worldcenter neighborhood achieved LEED Silver for neighborhood development from the U.S. Green Building Council (USGBC).
- » **The Ritz-Carlton Residences, Miami Beach, FL** — Project engineer for the renovation of the former 700,000 square foot Miami Mount Sinai Heart Institute into 111 luxury condominium residences. Ally was responsible for the design of structural components for units, checking the capacity of the existing structure, providing strengthening where required, and assisting in the construction administration of the project.
- » **Pompano Live!, Pompano Beach, FL** — Engineer of record. Kimley-Horn provided services for new 44,000 square foot development consisting of eight one-story retain buildings. Structural scope included design of framing system for each building (systems included steel braced frame systems, concrete moment frame systems, and concrete masonry walls) and site structure design, including five steel framed canopy structures with cast-in-place reinforced concrete foundations and cast-in-place concrete retaining walls.
- » **16000 Pines Market, Pembroke Pines, FL** — Project engineer. 16000 Pines Market is a 135,000 square-foot mixed-use village center that will include an upscale mix of retail, restaurant, post office, and office with connectivity to 122 new urban chic design single-family homes in western Pembroke Pines. Kimley-Horn provided structural engineering services for the project.
- » **The Shoppes at Highland, Hialeah, FL** — Project engineer. Kimley-Horn provided structural engineering services for a single-story retail center and outparcels. Our scope included structural design of the square-foot main retail building, two 18,000 square-foot outparcels, and the grocery store façade. Kimley-Horn coordinated structural documents with architectural, mechanical, electrical, plumbing, and geotechnical consultants to prepare structural construction documents and calculations to submit for permit.



Manuel G. Vera Jr., PSM

Principal-in-Charge/ Chief Surveyor & Mapper

Years of Experience

41

Years with MGVA

41

Education

Bachelor of Science,
Legal Studies,
Nova Southeastern
University, 1994

Associates of Science,
Land Surveying,
Miami Dade College,
1988

Registrations

Professional Surveyor
& Mapper, Florida
License No.: LS5291
01/05/1994

Professional Affiliations

Florida Surveying &
Mapping Society

The Transportation and
Expressway Authority
Membership of Florida

Surveying Experience

Manuel G Vera & Assoc.,
Inc (1983 - Present)

Mr. Vera Jr., a registered Land Surveyor, has over 41 years of experience with the company and throughout the state of Florida. He has managed a variety of survey contracts and projects for the Florida Department of Transportation, Miami-Dade County, Miami-Dade Expressway Authority, City of Miami, surveying services, including Design Surveys, Right-of-Way Control Surveys, Right-of-Way Mapping, Platting, Construction Layout, As-built Surveys, and Drainage Surveys, among others. Mr. Vera is a Chief Surveyor and Mapper, as well as our Chief Executive Officer. He has extensive experience in the management and coordination of survey projects involving a variety of surveying techniques such as Aerial Surveys, Conventional Ground Surveying, and Utilities designation, etc.

Project Experience

Miami Beach Pipeline Crossings Survey – TASK #1 MGVA was responsible for performing Design Survey and SUE services, including Topographic survey, DTM survey, Horizontal and Vertical Control survey, Bathymetric survey, Submerged Sovereign Lands Assessments, Underground Utilities Survey, and Subsurface Utility Designating and Locating conditions. Work zone survey safety was provided as required by applicable standards. *AECOM | Karen Brandon, karen.brandon@aecom.com, (561) 719.4308 | 03/01/2022 – 07/22/2022 | Contract Amount: \$66,000.00*

Miami Beach Small Diameter Pipeline Survey – TASK #2 MGVA was responsible for performing Design Survey and SUE services, including Topographic survey, DTM survey, Horizontal and Vertical Control survey, Bathymetric survey, Underground Utilities Survey, and Subsurface Utility Designating and Locating conditions. Work zone survey safety was provided as required by applicable standards. *AECOM | Karen Brandon, karen.brandon@aecom.com, (561) 719.4308 | 09/16/2022 – 10/01/2023 | Contract Amount: \$54,150.00*

MDC Commuter Rail FEC NE Corridor MGVA was responsible for providing Survey and Subsurface Utility Engineering services for the project limits requested by the County, which included 15 side streets, 5 parks, 5 bridges crossing canals, and 6 bridge crossings. The scope of services encompassed the establishment of Horizontal Project Network Control (HPNC) on the Florida State Plane coordinate system, East zone, and North American Datum (NAD) of 1983 / 2011 Adjustment, as well as the establishment of horizontal values (X, Y, Z). It also involved establishing Vertical Project Control Network on the NAVD 88 vertical datum, recording elevations in Mobile LiDAR, setting, locating, maintaining, and establishing Mobile LiDAR targets. The tasks extended to performing a 3D topographic/DTM Survey, conducting a Bridge survey using 3D High-Definition laser technology, surveying up to 50 completed geotechnical bores, and providing horizontal and vertical (X, Y, Z) values. Finally, MGVA was responsible for performing the Sectional/Grant Survey and Subdivision Locations as needed to establish the right of way and providing up to 300 quality Level A locates (test holes). *Parsons Transportation Group, Inc. | Odalys Delgado, Odalys.Delgado@parsons.com, (305) 507-5577 | 03/03/2022 thru 03/06/2023 | Contract Amount: \$296,000.00*

FDOT District 6, Districtwide Miscellaneous Location Survey Consultant (C-AF57) Task driven contract performing miscellaneous Location Surveys in Miami-Dade and Monroe Counties, and all municipalities within the district. MGVA is responsible for all necessary professional surveying and mapping services to support topographic and mapping projects. Most of these services utilize a combination of mobile surveying and mapping technologies with GNSS and conventional survey technologies for ground control, quality assurance, and supplementary topographic map data when necessary. *FDOT District 6 | Zurelys Perez de Alejo (305) 470-5194, zurelys.perezdealejo@dot.state.fl.us | 09/2021 thru On-Going | Contract Amount: \$1.5 Million*





POSITION
Chief Geotech.
Engineer

AVAILABILITY:
70%

EDUCATION
Master in Business
Administration,
Florida International
University, 2000

M.S., Civil
Engineering,
(Geotechnical),
LSU, 1987

B.S., Civil
Engineering, LSU,
1985

REGISTRATIONS
Registered
Professional
Engineer, FL, 1995
(PE # 49324)

**PROFESSIONAL
AFFILIATIONS**
American Society of
Civil Engineers &
Florida Engineering
Society

**SUMMARY OF
CAPABILITIES**
Shallow and Deep
Foundation Design
Geotechnical
Instrumentation
In-Situ Testing
Soil Surveys &
Bridge Geotechnical
Studies
Pavement Design
Wave Equation
Analysis
Slope Stability
Evaluations
Foundation
Inspections



PROFESSIONAL EXPERIENCE - Mr. Riccobono has over 37 years of experience and has worked on numerous medium to large geotechnical engineering projects for the public sector, both, domestically and overseas. His expertise includes subsurface explorations, laboratory studies, geotechnical design, analyses and recommendations related to the design and construction of foundation elements of transportation projects, including many pedestrian & vehicular bridges for FDOT D6.

Ludlam Trail Corridor PD&E Study, Miami-Dade County PROS. Geotechnical Engineer of Record for 5.6-mile-long, along abandoned FEC corridor for conversion into a linear new shared-use trail park for biking, hiking, trail running and to enhance connectivity/accessibility between schools, parks, transit stops, residences, workplaces, and shopping. Included 3 Pedestrian bridges. Client: Miami-Dade County PROS (c/o AECOM). Year: 2018.



New FIU Pedestrian Bridge over SW 8th Street, Miami, FL, FDOT District 6. Geotechnical Engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, performing foundation analyses and geotech reports. Client: FDOT (c/o BCC Eng.; FDOT PM: Mr. Humberto Gomez, PE) Year: 2021-2023.



SR 836 and NW 87th Avenue Interchange, City of Doral, MDX Project No. 83629. Chief Geotechnical Engineer responsible for field exploration, laboratory testing, geotechnical analyses for roadway, 7 bridges, preparation of geotechnical reports and foundation RFI's during construction. Client: MDX (c/o: APCTE) Year: 2013-2020.



SR 90/Tamiami Trail, Design-Build, 2.6-Mile Bridging, Miami, FL, FDOT District 6. Geotechnical Engineer of Record for design & construction responsible for field exploration, laboratory testing, foundation analyses, design, & reports, 100% PDA testing of 650 piles, foundation certifications. Client: FDOT (c/o: Stantec & Condotte America.) Year: 2016-2019.



Hard Rock Stadium/FDOT District 6 Pedestrian Bridges and Tunnels Design-Build. FDOT District 6. Geotechnical Engineer of Record responsible for field explorations, lab testing, foundation analysis, design, inspections, & foundation certifications for 2 bridges & 2 tunnels. Client: Bentley Engineers & Architects, Inc. & Condotte America. Year: 2016-2018.



Pedestrian Bridge over SR 826 at Bird Road, Miami, FL, FDOT District 6. Geotechnical Engineer of Record for design & construction responsible for field exploration, laboratory testing, foundation analyses, design, & reports, PDA testing of piles, foundation certifications, & vibration monitoring. Client: FDOT (c/o: TY Lin & Condotte.) Year: 2012.



Pedestrian Bridge over I-95 at NW 151st Street, Miami, FL, FDOT District 6. Geotechnical Engineer responsible for planning and executing the field exploration & laboratory testing, foundation analyses, design and geotechnical reports. Responsible for foundation inspections, testing and foundation certifications. Client: FDOT. Year: 2007.



SR-5/US 1 Pedestrian Bridge over SR 878, "M" Path, Miami, FL, FDOT District 6. Geotechnical Engineer responsible for planning and executing the field exploration & laboratory testing, foundation analyses, design & reports. Responsible for foundation inspections, testing & foundation certifications. Client: FDOT. (c/o Stantec.) Year: 2012.



Pedestrian Bridge over Red Road and Okeechobee Road, Miami, FL, FDOT District 6. Geotechnical Engineer of Record responsible for field explorations, lab testing, foundation analysis, design, inspections, & foundation certifications. Client: FDOT. (c/o Alina Fernandez, PE; Gannett Fleming. Phone: 786.845.9540.) Year: 2011.



Golden Glades Multimodal Center Pedestrian Bridge Connecting to Parking Garage, Miami, FL, FDOT District 6. Geotechnical Engineer of Record responsible for field explorations, lab testing, foundation analysis, design, inspections, & foundation certifications. Client: FDOT (c/o CHA & LEAD). Year: 2018-2020.



Pedestrian Bridge over SR-5/US 1, Miami, FL, FDOT District 6. Geotechnical Engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, performing foundation analyses for the construction of a new pedestrian bridge. Client: FDOT. Year: 2014.



SW 1st Street Bascule Bridge over the Miami river. FDOT District 6. Chief Geotechnical Engineer responsible for field exploration, laboratory testing, geotechnical analyses for bascule bridge and roadways, preparation of geotechnical reports & foundation RFI's. Client: FDOT (c/o: Hardesty Hanover) Year: 2014-2020.



NW 25th St. W. Viaduct over SR 826, NW 82nd Ave. to SR 826, City of Doral, FDOT District 6, Miami, FL. Geotechnical Engineer of Record for design & construction responsible for field exploration, laboratory testing, foundation analyses, design, & reports, 100% PDA testing of piles, foundation certifications. Client: FDOT. Year: 2015.





Simi Burg

CLD, IALD, MIES, LC | ASSOCIATE PRINCIPAL

Simi's design approach emphasizes the creative use of light to transform the visual experience of the built environment. As a design leader with more than a decade of lighting experience, Simi brings a combination of refined artistry and sophisticated technical skills. Her in-depth knowledge of lighting control systems and Smart City lighting strategies set her apart as an innovator in the urban and master planning market sector with several prominent smart park projects in her portfolio.

As Principal-in-Charge, Simi will be involved in all aspects of the project. She will lead the design effort and serve as the firm's liaison to other members of the team and the owner's representative. Simi will attend meetings as required and will monitor the progress of the work on an ongoing basis for contract compliance and quality of all design and production.

Select Projects

Miami Baywalk - Riverwalk

Miami, FL
Savino Miller Design Studio
32 Acres | 129,500 sq.m.

Miami-Dade Smart Lighting Guideline Strategy

Miami, FL
Jacobs

Vanderbilt Park on Fisher Island

Fisher Island, FL
Fisher Island Community Association
5 Acres | 20,235 sq.m., \$1.6 M

Fisher Island Ferry Terminal

Fisher Island, FL
Fisher Island Community Association
2.5 Acres | 10,117 sq.m.

Miami Underline Masterplan and Phase I

Miami, FL
Field Operations
10 Miles | 16 Kilometers

Miami Underline Phase II & III Guidelines

Miami, FL
Kimley-Horn Associates
10 Miles | 16 Kilometers

West End Square

Dallas, TX
Field Operations
1 Acre | 4,046 sq.m., \$6 Million

Lincoln Road Masterplan

Miami Beach, FL
Field Operations
10 City Blocks

Professional Affiliations

Certified Lighting Designer
International Association of Lighting Designers, Professional Member
Illuminating Engineering Society, South Florida Chapter Secretary
NCQLP Lighting Certification

Education

Penn State University,
Bachelor of Architectural Engineering

Awards

IES Illumination Award of Merit
Asurion Gulch Hub
IES Illumination Award of Merit
West End Square
IES Illumination Award of Merit
Miami Baywalk Riverwalk
Lighting Magazine 2018
40Under40 North America
IES Illumination Award of Merit
53rd St. New York Public Library
Penn State Architectural Engineering
2012 Thornton Tomasetti First Place
BIM Thesis Award

Michael McCoy

Senior Arborist/Landscape Inspector



PROFESSIONAL OVERVIEW

Mr. McCoy is a Senior Arborist and Landscape Inspector with technical expertise in tree permitting, landscape plan reviews, grades and standards, landscape assessments, plant appraisal and tree risk assessment, and related environmental compliance inspections including for wetlands, NPDES/stormwater, NEPA, and wildlife issues. Mr. McCoy is a former member of the Board of Directors of the International Society of Arboriculture Florida Chapter and the Landscape Inspector's Association of Florida.

CERTIFICATIONS AND TRAINING

ISA Certified Arborist ISA Tree Risk Assessment Qualified LIAF Certified Landscape Inspector

REPRESENTATIVE PROJECTS

City of Miami Gardens, Landscape Consultant – work for this project is performed under a continuing services contract and consists of administering the City's tree impact permit program and serving as the City's landscape reviewer for the site plan review process. Specific services include field inspections of sites proposing tree removals, review of tree impact applications, review of and comments on proposed landscape plans, coordinating with applicants and contractors, and providing in-house support for municipal projects with landscape components. **Client:** City of Miami Gardens; **Contact:** Alexandra Matos (305) 914-9113

City of Miami, Tree Permit Reviewer – served as consultant staff member for the City's Environmental Resources Department. Duties included review of tree permit applications and landscape plans, providing comments to applicants, conducting site visits to verify field conditions, completing permit documentation in the City's iBuild computer system, and completing permit approvals. **Client:** City of Miami; **Contact:** Quatisha Oguntoyinbo-Rashad (305) 763-5159

Landscape Inspector/Consulting Arborist, City of Dania Beach, Project Manager- work for this project was performed under a continuing services contract and consisted of reviewing landscape plans for new proposed developments and infrastructure for compliance with the City code, reviewing and authorizing tree removal licenses, providing technical support to the Code Compliance Unit for violations of the City's Tree Protection ordinance, conducting field landscape inspections of newly installed vegetation, identifying hazardous trees and coordinating tree maintenance activities with the Public Services. Work has also included numerous special projects including training City staff on conducting landscape inspections, creating an online GIS-based landscape plan tracking tool, obtaining grant funding, updating numerous sections of the City's code, tree relocations, inspecting City plantings, and creating a landscape management plan for the City's Oceanfront Park. **Client:** City of Dania Beach; **Contact:** Corinne Lajoie, Principal Planner (954) 924-6800

City of Parkland Landscape Consultant Services, Project Manager - Providing arborist/landscape guidance for the creation of professional landscape initiatives for the City, primarily the establishment of a new GPS/GIS City-wide tree inventory and management tool. Scope of work includes training City staff on GPS equipment use, selecting and defining tree observation and management parameters, developing a GIS-based management database, and providing training on the use of tree inventory assessment tools including iTree. **Client:** City of Parkland; **Contact:** Suzanne Newman, Environmental Coordinator (954) 757-4165

City of Doral, Landscape Consultant Services, Landscape Consultant - Providing miscellaneous landscape support services for the City through a continuing services contract, including developing a conceptual City Street Tree Maintenance Plan, and developing an RFP for the procurement of a Citywide landscape management company to enact the plan. Additional landscape services provided for the City through individual authorizations include: **Morgan Levy Park Tree Inventory** - Conducting an inventory of landscape trees on this City park site including GPS location, ID of species, size and health and included production of GIS layers and reference maps. **Doral Meadows Park Tree Inventory** - Conducting an inventory of landscape trees on this City park site including GPS location, ID of species, size and health and included production of GIS layers and reference maps. **Client:** City of Doral; **Contact:** Public Works and Parks Departments (305) 593-6275; **Begin/End Dates:** April 2012 to April 2013



KEN VANDERJGT PE, PMP, CEP, F-AACE

Cost Estimator

YEARS' EXPERIENCE: 46 · 45 YEARS WITH PMA



INDUSTRY EXPERTISE

Mr. Kenneth VanderJagt has 43 years of experience in project and construction management for utilities (civil/underground), manufacturing/process, major power, airport, transportation, infrastructure, and architectural projects with a cumulative value of more than \$35 billion. He has significant expertise in project scheduling; expert claims analysis, value engineering, risk assessments, Monte-Carlo simulation; claims avoidance (design and construction), change order review/negotiation, cost estimating (including capital cost and O&M costs), and construction contracts on private- and public-sector contracts. Mr. VanderJagt has rendered expert testimony in arbitration and litigation, and he has authored and presented papers and training on CPM scheduling techniques, legal aspects of construction schedules, concurrent delay, claims avoidance, productivity, and contract delivery methods. Mr. VanderJagt is an expert user of Oracle/Primavera P6. He also is an expert user of PMA Technologies' NetPoint and Microsoft Project 2010 and 2013 Professional and Project Server. Mr. VanderJagt also has experience using Primavera Contract Manager, Prolog, e-Builder, and various other owner/contractor contract management software.

HIGHLIGHTED PROJECTS

Universal, Toon Lagoon Shops, Orlando, FL - Toon Lagoon is based on the cartoon characters of King Features Syndicate and Jay Ward. The area focuses on water-based rides and features three counter-service restaurants. Toon Lagoon features three main attractions. Dudley Do-Right's Ripsaw Falls is a traditional log flume combined with a roller coaster track based on the Dudley Do-Right character. Popeye and Bluto's Bilge-Rat Barges is a river rafting water ride themed after Popeye the Sailor saving Olive Oyl from Bluto. Me Ship, the Olive is a kids' playground built in and around Popeye's ship. The three levels of the ship all contain various interactive elements, including cannons and hoses, which can further soak riders on the Popeye and Bluto's Bilge-Rat Barges ride. Mat Hoffman's Aggro Circus is a live seasonal BMX stunt show at the Toon Lagoon Theater which operates during spring break and summer. Mr. VanderJagt was responsible for cost estimating.

University of Michigan, Ann Arbor, MI - U of M is a public research university in Ann Arbor, Michigan. Since its establishment in Ann Arbor, the university campus has expanded to include more than 584 significant buildings with a combined area of more than 780 acres spread out over a Central and North Campus, two regional campuses in Flint and Dearborn, and a Center in Detroit. Mr. VanderJagt has performed cost estimates of various facilities renovations, including Burton Memorial Tower, Haven and Mason Hall, Dana Building Phase II, the Perry Building, and the GG Brown Building.

Greater Orlando Aviation Authority (GOAA), South Terminal Cost Estimate, Orlando, FL - PMA performed an Opinion of Probable Cost Estimate for the demand-driven expansion of the new 500,000 sf South Terminal at OIA. Mr. VanderJagt used his extensive cost estimating experience in the construction industry, standard industry sources, computerized cost estimating systems, and special tools, which he developed in-house by experienced estimating staff to arrive at a detailed and accurate cost estimate.

Grand Lucayan Resort Renovations, Grand Bahaman Island - The Grand Lucayan Resort has 542 guestrooms and suites and is situated along a 7.5-acre beach on Grand Bahaman Island. During this \$10 million renovation, PMA performed expert cost analysis of electrical claims.

EDUCATION

BS, Civil Engineering -

University of Michigan

PROFESSIONAL

Professional Engineer FL

Certified Project Management Professional (PMP) - Project Management Institute

Past President - Florida Engineering Society, Central Florida Chapter

Fellow and CEP (Certified Estimating

Professional): AACEI -

Association for the

Advancement of Cost

Engineers International.



3

**QUESTIONNAIRE
(4.4.5)**

FORM 1

QUESTIONNAIRE

Firm Name:	Kimley-Horn and Associates, Inc.		
Firm Address:	Street 2 Alhambra Plaza, Suite 500		
	Address: Coral Gables	State FL	Zip 33134
Firm Contact	Telephone 305.673.2025	Fax: N/A	
Firm Representative:	Name: Gregory Gonzalez, PLA		
Representative Contact Info:	Title: Project Manager		
	Telephone: 305.535.7714	Fax: N/A	
	Email: gregory.gonzalez@kimley-horn.com		

Firm Type (circle one): Individual Partnership **Corporation**

If Corporation: Date: February 10, 1967 State: North Carolina

If Foreign Corporation: Date: N/A Country:

Date of Registration with Florida Secretary of State: Date: April 24, 1968

Resident Agent Name: CT Corporation System

Street: 1200 South Pine Island Road, Plantation, FL State: FL Zip: 33324

President Name: Steven E. Lefton, President

Vice President Name: Richard N. Cook, Senior Vice President

Treasurer Name: David L. McEntee, Treasurer

Board of Director Name: Barry L. Barber, Stephen W. Blakley, Scott W. Colvin, Bill Dvorak, Tammy L. Flanagan, Ashley M. Fysinger, Brian A. Good, Jennifer L. Harry, Joseph D. Kaltsas, Steven E. Lefton, Brent H. Mutti, Aaron W. Nathan, Kevin M. Schanen

Partnership: Date and Place of Organization Date: Place:

Partners Names: N/A

Consultant 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 Consultant to be true. The undersigned Consultant agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Consultant, as may be required by the VILLAGE. Consultant further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, consultant 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

Kimley-Horn and Associates, Inc.

Print Name of Firm

Morgan Lathaen

Print Name Morgan Lathaen

2 Alhambra Plaza, Suite 500, Coral Gables, FL 33134

Address

By:
President

Steven E. Lefton

Print Name Steven E. Lefton, PLA, President

(CORPORATE SEAL)



Attest: *Richard N. Cook*
Richard N. Cook, Secretary, Senior Vice President



4

**CLIENT REFERENCES
(4.4.6)**

4. CLIENT REFERENCES (4.4.6)

Kimley-Horn provides successful landscape architecture services to numerous public and private clients throughout Florida. We have worked with the following client references on projects that illustrate our breadth of qualifications providing the types of services required for Continuing Landscape Architectural and Professional Consulting Services within the Gated Residential Community Common Greenspace Areas of Bal Harbour Village.

OCEANSIDE AT FISHER ISLAND CONDOMINIUM ASSOCIATION, INC.

CONTACT NAME: Anne Deli
TITLE: Resident and Board Member
PROJECT: Oceanside at Fisher Island, Fisher Island, FL
ADDRESS: 40306 Fisher Island Drive, Fisher Island, FL 33109
TELEPHONE: 312.498.3622
FACSIMILE: N/A
EMAIL: adeli@americanroadgroup.com

VILLAGE OF PALMETTO BAY

CONTACT NAME: Fanny Carmona-Gonzalez
TITLE: Department of Parks & Recreation Director
PROJECT: Veterans Park, Palmetto Bay, FL
ADDRESS: 9705 E Hibiscus Street, Palmetto Bay, FL 33157
TELEPHONE: 305.259.1246
FACSIMILE: N/A
EMAIL: fcarmona@palmettobay-fl.gov

VILLAGE OF PINECREST

CONTACT NAME: David J. Mendez, PE
TITLE: Public Works Director
PROJECT: Monument Signage; Native Planting Improvements for Municipal Right-of-Ways, Pinecrest, FL
ADDRESS: 5855 Killian Drive, Pinecrest, FL 33156
TELEPHONE: 305.669.6916
FACSIMILE: N/A
EMAIL: dmendez@pinecrest-fl.gov

VILLAGE OF PINECREST

CONTACT NAME: Robert C. Mattes, CPRE, CPSI
TITLE: Parks & Recreation Director
PROJECT: Pinecrest Parks and Recreation Master Plan
ADDRESS: 5855 Killian Drive, Pinecrest, FL 33156
TELEPHONE: 305.284.0900
FACSIMILE: 305.284.0911
EMAIL: rmattes@pinecrest-fl.gov



5

**CLIENT PERFORMANCE
EVALUATION SURVEY
(4.4.7)**

PERFORMANCE EVALUATION SURVEY
 VILLAGE OF BAL HARBOUR RFQ NO. 2024-01
 Landscape Architectural and Professional Consulting Services

Company Name:

Kimley-Horn

Point of Contact:

Matt Wisniewski, PLA

Phone and email:

305.535.7775; matt.wisniewski@kimley-horn.com

Nature of services provided:

LANDSCAPING DESIGN PROJECT PLANNING INCLUDING ALL ASPECTS OF PHYSICAL DESIGN INCLUDING HARDSCAPE (FOUNTAINS, DRIVEWAYS) AND SOFTSCAPE PLANTING; LIGHTING CONCEPTS

Please evaluate the performance of the CONSULTANT 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	10
6	Quality and accuracy of on-site inspection	10
7	Ability to respond to feedback	10
8	Professionalism	10
9	Overall customer satisfaction	10

Overall Comments:

EXCELLENT EXPERIENCE -VERY PROFESSIONAL IN EVERY WAY; IN ADDITION A PLEASURE TO

WORK WITH MATT AND HIS TEAM: A EXCEPTIONAL MIX OF CREATIVITY, PRACTICALITY AND COMMON SENSE. I WOULD RECOMMEND HIGHLY.

Company providing Referral: OCEANSIDE 4 CONDO ASSOCIATION, FISHER ISLAND FLORIDA

Contact Name:

ANNE DELI, RESIDENT, BOARD MEMBER OF OCEANSIDE 4 CONDO ASSOCIATION AND OVERSAW THE PROJECT FOR BOARD AND RESIDENTS

Contact Phone and e-mail:

MOBILE 312 498 3622 EMAIL ANNETDELI@GMAIL.COM

Date of Services:

2023

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 RFQ NO. 2024-01
 Landscape Architectural and Professional Consulting Services

Company Name:

Kimley-Horn

Point of Contact:

George Puig, PLA

Phone and email:

786.725.5698; george.puig@kimley-horn.com

Nature of services provided:

Veterans Park Design Services

Please evaluate the performance of the CONSULTANT 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 10	
6	Quality and accuracy of on-site inspection 10	
7	Ability to respond to feedback 10	
8	Professionalism 110	
9	Overall customer satisfaction 10	

Overall Comments:

Very professional, responsive and easy to work with.

Company providing Referral: Village of Palmetto Bay

Contact Name: Fanny Carmona, Parks & Recreation Director

Contact Phone and e-mail:
fcarmona@palmettobay-fl.gov

305-259-1247

Date of Services:

June 2021- Current

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 RFQ NO. 2024-01
 Landscape Architectural and Professional Consulting Services

Company Name:

Kimley-Horn

Point of Contact:

Gregory Gonzalez, PLA

Phone and email:

305.673.2025 ; gregory.gonzalez@kimley-horn.com

Nature of services provided:

Professional Services

Please evaluate the performance of the CONSULTANT 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	9
2	Accessibility of firm's staff and principals	9
3	Ability to ensure the project is completed on-time and within budget	9
4	Responsiveness	10
5	Quality of services provided	10
6	Quality and accuracy of on-site inspection	9
7	Ability to respond to feedback	10
8	Professionalism	10
9	Overall customer satisfaction	10

Overall Comments:

Kimley Horn and specifically Gregory Gonzalez provided excellent plans for two village projects.
I highly recommend.

Company providing Referral: Village of Pinecrest

Contact Name:

David J. Mendez, PE (Public Works Director)

Contact Phone and e-mail:

dmendez@pinecrest-fl.gov

305-669-6916

Date of Services:

We have a professional services agreement with K.H. and have been working with Gregory since 2022.

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.



6

**ADDITIONAL FORMS
(4.4.8)**

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.

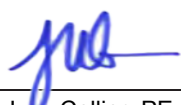
(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(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 NO

NAME OF BUSINESS: Kimley-Horn and Associates, Inc.

SIGNATURE:  _____
Julio Collier, PE, Senior Vice President

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: - Gregory Gonzalez, PLA, Project Manager

(Print individual's name and title)

For: - Kimley-Horn and Associates, Inc.

(Print name of entity submitting sworn statement)

Whose business address is:

2 Alhambra Plaza, Suite 500, Coral Gables, FL 33134

and (if applicable) its Federal Employer Identification Number (FEIN) is:

56-0885615

(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. 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.
3. 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
4. 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. 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, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

5. 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.

Julio Collier, PE, Senior Vice President

Signature

[Handwritten signature]

Sworn to and subscribed before me this 12th day of July, 2024

Personally known _____ OR

Produced identification _____

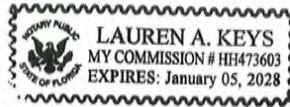
Notary Public, State of Florida

Type of identification

[Handwritten signature: Lauren A. Keys]

Printed, typed or stamped commissioned name of public notary.

Commission expires: January 5, 2028





7

**SUPPLEMENTAL
INFORMATION
(4.4.9)**

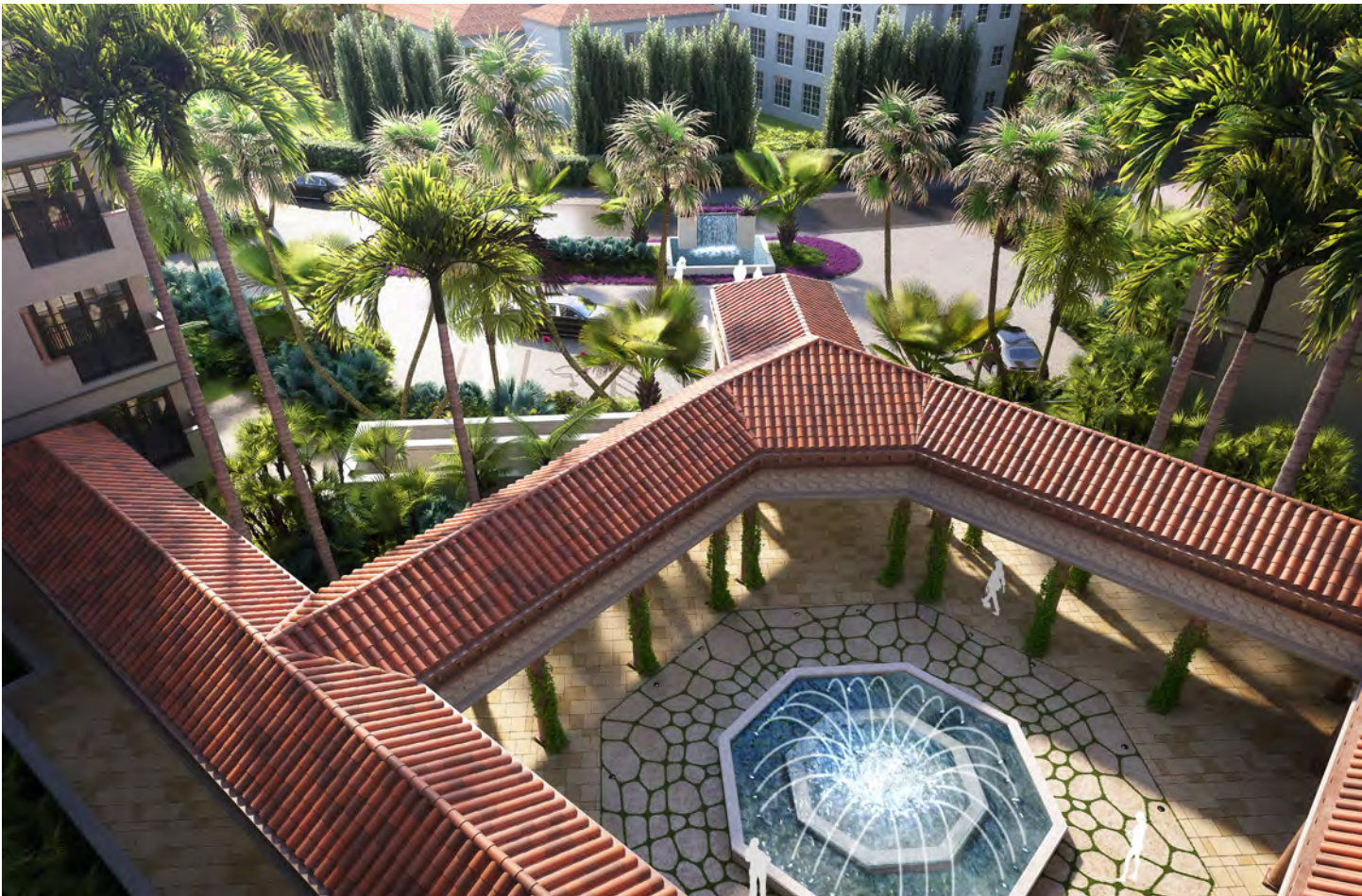
7. SUPPLEMENTAL INFORMATION (4.4.9)

ADDITIONAL KIMLEY-HORN PROJECT EXPERIENCE

OCEANSIDE AT FISHER ISLAND

Fisher Island, FL





ONE OCEAN REEF

Key Largo, FL



OCEAN REEF CLUB

Key Largo, FL



MONAD TERRACE
Miami, FL





BABCOCK RANCH
Lee County, FL



LINCOLN ROAD PEDESTRIAN MALL EXTENSION
Miami Beach, FL



WORTH AVENUE RESTORATION
Palm Beach, FL





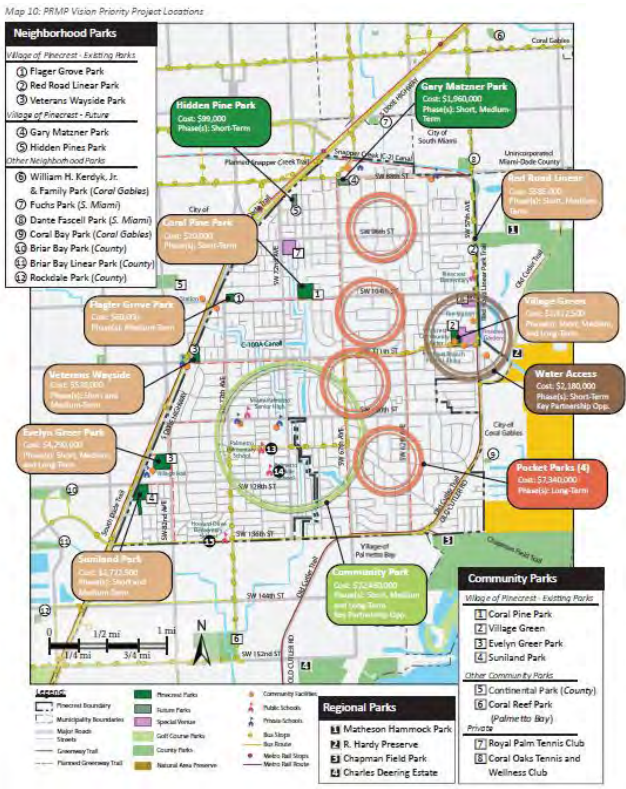
BISCAYNE GREEN
Miami, FL



PINECREST PARKS AND RECREATION MASTER PLAN
Pinecrest, FL

PINECREST PARKS AND RECREATION MASTER PLAN
ADOPTED FEBRUARY 2022

Kimley»Horn



VETERANS PARK
Marco Island, FL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER A : National Union Fire Ins Co of Pittsburg		NAIC # 19445
	INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
	INSURER C : New Hampshire Insurance Company		23841
	INSURER D : Lloyd's of London		85202
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2080884375


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> 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 <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A			WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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BAL HARBOUR
CIVIC ASSOCIATION

**MINUTES OF THE MEETING OF
THE BOARD OF DIRECTORS
BAL HARBOUR CIVIC ASSOCIATION, INC.**

A Meeting of the Board of The Bal Harbour Civic Association, Inc., a Florida corporation not-for-profit (the “Association”) was held on **August 21, 2024** pursuant to the By-Laws of the Association.

The following directors were present in-person: Neca Logan, Rita Collins, Jose Biton

The following were also present in-person: Ana Chaverria

The meeting was called to order at 7:30 PM. Quorum was established.

A vote was taken to approve Kimley-Horn and Associates as our consultant for landscape architectural and engineering services, resulting in a 3-0 approval. They will assist in developing a master plan, creating a tree plan, and enhancing our green spaces with support from their team of landscape architects, lighting experts, and civil engineers.

A motion was made to request a quote for a master plan from Kimley-Horn. The board voted 3-0 in favor of the motion.

The Meeting was adjourned at 9:00 PM.

Dated as of August 23, 2024.

Neca Logan

Neca Logan, President 2024-25

Bal Harbour Civic Association, Inc.

CONTINUING SERVICES AGREEMENT

Between

BAL HARBOUR VILLAGE ON BEHALF OF THE BAL HARBOUR CIVIC ASSOCIATION

And

KIMLEY HORN AND ASSOCIATES INC.

For

PROFESSIONAL LANDSCAPE ARCHITECTURAL
AND CONSULTING SERVICES

CONTINUING SERVICES AGREEMENT

Between
BAL HARBOUR VILLAGE ON BEHALF OF THE BAL HARBOUR CIVIC ASSOCIATION

And
KIMLEY HORN AND ASSOCIATES INC.

For
PROFESSIONAL LANDSCAPE ARCHITECTURAL
AND CONSULTING SERVICES

THIS AGREEMENT is made between the BAL HARBOUR VILLAGE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "VILLAGE"), and Kimley Horn and Associates, Inc., a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT"), whose principal place of business is 2 Alhambra Plaza, Suite 500, Coral Gables, FL 33134.

WHEREAS, BHCA collaborated with the Public Works & Beautification Department to create Request for Qualifications RFQ-2024-01 BHCA Landscape Architecture Services, to obtain responses from local firms; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the VILLAGE solicited proposals from qualified landscape architects and selected the CONSULTANT to provide said continuing professional landscape architectural and consulting services for various Projects (hereinafter referred to as "Specific Projects"); and

WHEREAS, the CONSULTANT is willing and able to perform such professional services for the VILLAGE within the basic terms and conditions set forth in this agreement subject to the statutory limits of Section 287.055 (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for Specific Projects or services when required.

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

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Compensation: Compensation means the total amount paid by the VILLAGE for the CONSULTANT's professional services pursuant to an executed Specific Project Agreement, exclusive of Reimbursable Expenses.

1.2 Continuing Services Agreement Documents: This Agreement includes the following documents: this agreement, CONSULTANT's fee schedule attached as Exhibit A, all specifications, Certificate(s) of Insurance, Specific Project Agreements and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Agreement, the following shall govern in the following order: Specific Task Project Agreements, this Agreement, any written amendments thereto, and CONSULTANT'S fee schedule (Exhibit A), subject to adjustment.

1.3 Lump Sum: a method of payment to the CONSULTANT for a fixed sum amount which constitutes total compensation to the CONSULTANT for the performance by the CONSULTANT of the Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the CONSULTANT. The fixed sum shall be based on the hourly rates provided by CONSULTANT for the services rendered and attached hereto as Exhibit C and shall be provided by CONSULTANT in the form of an invoice.

1.4 Reimbursable Direct Expenses or Reimbursables: the direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings, and other documents; postage; travel expenses; and sub consultant's fees.

1.5 Specific Project or Project: a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

1.6 Specific Project Agreement or Project Task Agreement: an agreement to provide services for a particular Project.

1.7 Sub consultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.8 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Miami-Dade County. No

overnight travel or out-of-town travel outside of Miami-Dade County shall be reimbursed unless the CONSULTANT has secured advance written authorization for such travel from the Village Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the BAL HARBOUR CIVIC ASSOCIATION (The ASSOCIATION), for Specific Projects as authorized from time to time by the VILLAGE. The VILLAGE reserves the right to select one or more firms to do the Projects. CONSULTANT shall not provide professional services for a project that has an estimated construction budget of up to \$2,000,000. and shall not provide professional services for individual studies that cost more than \$200,000.

2.2 When the need for services for a Specific Project occurs, the VILLAGE may at its sole discretion, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The ASSOCIATION shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes a lump sum fee based on the hourly fee schedule provided in CONSULTANT's proposal, and a manpower-task breakdown. The ASSOCIATION and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 Task Agreement. The VILLAGE and CONSULTANT shall utilize as the agreement for each Specific Project a Specific Project Agreement ("Task Agreement"). Each Specific Task Agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

The Scope of Services;

1. The deliverables;
2. The time and schedule of performance and term;
3. The amount of compensation;
4. The personnel assigned to the Specific Project; and
5. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 Task Agreement Execution. The professional services to be rendered by the CONSULTANT shall commence after the execution of each Task

Agreement. The ASSOCIATION is authorized to negotiate, and the Village Manager will execute Task Agreements for Projects in which the CONSULTANT's services do not exceed the current statutory limits of FS. 287.055. The CONSULTANT's services shall be performed, completed and submitted to the VILLAGE as specified in the Task Agreement.

2.5 Project Documents. The Project Documents for each Specific Task shall incorporate this Continuing Services Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Task Agreement, the provisions of the Task Agreement shall apply.

2.6 Project Negotiations. In the event the VILLAGE and the CONSULTANT are unable to reach a satisfactory Task Agreement for a Specific Project as provided for in Sections 2.2 and 2.3, or the VILLAGE determines that the best interests of the VILLAGE would be served by procuring services for a specific Project from another landscape architectural firm, then the VILLAGE shall, at its sole discretion, terminate negotiations with the CONSULTANT for the particular Project.

SECTION 3. TERM/TERMINATION

3.1 TERM OF AGREEMENT - This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for five (5) years, unless and until terminated pursuant to Section 3.2 or 3.3, or other applicable sections of this Agreement. There shall be three (3) subsequent optional three (3) year renewal periods as approved by the Village Manager, Each Task Agreement shall specify the period of service agreed to by the VILLAGE and CONSULTANT for services to be rendered under said Project Agreement.

3.2 TERMINATION - For Convenience - This Continuing Services Agreement may be terminated by the VILLAGE for convenience upon thirty (30) calendar day's written notice to the CONSULTANT. In the event of such termination, any services performed by the CONSULTANT under this Continuing Services Agreement shall, at the option of the VILLAGE, become the VILLAGE'S property, and the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the VILLAGE up through the date of termination. Under no circumstances shall VILLAGE make payment of profit for services which have not been performed.

3.3 TERMINATION- For Cause- This Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONSULTANT

abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON TASK AGREEMENT- Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

3.5 RETAINAGE- The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at VILLAGE's discretion. Said retainage may be withheld at the sole discretion of the VILLAGE Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

3.6 VALUE ENGINEERING- In the event that a Project Agreement for design is based on budgeted funds available for a project, the following shall apply: Should the lowest responsible, responsive proposal or bid submitted by a third party for construction of a project designed by CONSULTANT exceed the CONSULTANT's final written estimate of construction costs ("Final Estimate") by 10% or more, CONSULTANT; at no additional cost to the VILLAGE, shall provide value engineering and redesign as necessary to reduce construction costs to be within 10% of the Final Estimate.

3.7 RIGHT TO EXTEND At the sole discretion of the VILLAGE Manager, this Agreement may be extended for a period of up to ninety (90) days beyond the specified expiration date in Section 4.1 if such extension is deemed by the VILLAGE Manager to be in the best interest of the VILLAGE. Extensions beyond ninety (90) days must be approved by the VILLAGE Council.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 Changes Permitted. Changes in the Scope of Services of a Task Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order without invalidating the Project Agreement.

4.2 Change Order Defined. Change Order shall mean a written order to CONSULTANT executed by the VILLAGE, issued after execution of a Task Agreement,

authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 Effect of Executed Change Order. The execution of a Change Order by the VILLAGE and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT's agreement to the ordered changes in the Scope of Services, the Contract Price and/or the Contract Time. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

4.4 Authority to Execute Changes or Requests for Additional Services. The VILLAGE Manager is authorized to negotiate and execute Change Orders or Additional Services, in an amount not to exceed \$20,000 per change or additional service. Changes that exceed \$20,000 shall be approved by the VILLAGE Council.

4.5 Non-Exclusive Agreement. Notwithstanding the provisions of this Agreement, the VILLAGE Manager may issue requests for proposals at any time and may utilize the services of any other CONSULTANT retained by the VILLAGE under continuing services agreements for the same or similar services. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.

SECTION 5. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 6. VILLAGE'S RESPONSIBILITIES

6.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information or VILLAGE property relating to the services to be performed by CONSULTANT.

6.2 Furnish to CONSULTANT, at the CONSULTANT'S request, all existing studies, reports and other available data pertinent to the services to be provided by CONSULTANT.

6.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

SECTION 7. CODE OF ETHICS

7.1 The applicable code of ethics from the state professional organization of the CONSULTANT's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.

7.2 CONSULTANT warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Miami- Dade County Code of Ethics, as they may be amended from time to time.

SECTION 8. POLICY OF NON-DISCRIMINATION AND ANTI-BDS

8.1 The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work. 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.

8.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with such provisions.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the VILLAGE or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the VILLAGE, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to VILLAGE within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the VILLAGE'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the VILLAGE for the specific purpose intended will be at the CONSULTANT's sole risk.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered by the CONSULTANT for a Specific Project

shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the VILLAGE.

9.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

9.4 All deliverables should be provided in hard copy format as well as electronic format to the VILLAGE. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the VILLAGE shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 10. RECORDS/AUDITS

10.1 CONSULTANT shall maintain and require sub consultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Project Agreement and any worked performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the VILLAGE Manager or any authorized VILLAGE representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Project Agreement or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the VILLAGE.

10.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- a. CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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.
- d. Upon completion of this Agreement or in the event of termination by either

party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the 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, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- e. Any Compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305- 866-4633, or by mail: VILLAGE Clerk, 655-96TH STREET BAL HARBOUR, FLORIDA 33154

10.3 Refusal of the CONSULTANT to comply with the provisions of Sections 10.1 or 10.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, VILLAGE shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONSULTANT

The CONSULTANT is an independent CONSULTANT under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not 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 the CONSULTANT.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of VILLAGE, which may be withheld at the VILLAGE'S sole discretion.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 The CONSULTANT shall indemnify, defend and hold harmless the VILLAGE, its officials, agents, employees, and volunteers 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 or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CONSULTANT, its officials, agents, employees or sub consultants in the performance of the services of the CONSULTANT under this Agreement and any Project Agreement.

14.2 The CONSULTANT acknowledges that specific consideration has been paid or will be paid under this and each Task Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15, Insurance.

SECTION 15. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this and any Project Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONSULTANT's insurance and shall not contribute to the CONSULTANT's insurance. The insurance coverages shall include a minimum of:

15.1 Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 each accident, \$500,00 each employee (disease), \$500,000 disease (policy limit). Employer's Liability with a minimum limit per accident in accordance With statutory requirements. The policy must be endorsed to provide VILLAGE with 30 days' written notice of cancellation and/or restriction.

15.2 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other

equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.

15.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or sub consultants. The limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

- (a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations, 2) Independent CONSULTANT's and 3) Products Liability 4) completed Operations, 5) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any 1) hold harmless 2) indemnification agreement or 3) both.
- (b) The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from operations performed by or on behalf of CONSULTANT in performance of this or any Task Agreement. CONSULTANT's insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONSULTANT's insurance. CONSULTANT's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.4 Professional Liability. The CONSULTANT shall furnish professional liability insurance coverage in an amount not less than \$1,000,000 with a deductible of \$50,000, per claim. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the VILLAGE, the CONSULTANT shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the VILLAGE, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$250,000 during the policy term.

15.5 At the VILLAGE's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of

a specific project.

15.6 Concurrent with the execution of this Agreement and prior to the execution of a Task Agreement, the CONSULTANT shall provide the VILLAGE an original Certificate of Insurance documenting compliance with each required insurance policy. The VILLAGE is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONTRACTOR resulting from operations performed by or on behalf of VILLAGE in performance of this or any Project Agreement. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors- Completed Operations & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. CONSULTANT's proposed insurance coverage is subject to approval of the VILLAGE Manager, in the VILLAGE Manager's sole discretion.

15.7 Deductibles. All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

15.8 Insurance Severability. CONSULTANT'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONSULTANT'S insurance. CONSULTANT'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.9 Deductible or Self Insured Retentions. All deductibles or self-insured retentions must be declared to and be approved by the VILLAGE Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The VILLAGE Manager may require the CONSULTANT, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the CONSULTANT' deductible for Professional Liability Insurance.

15.10 Insurance Rating. Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the

foregoing minimum requirements, the VILLAGE shall be notified in writing as soon as possible. The CONSULTANT shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.

15.11 Reservation of Rights. The VILLAGE reserves the right to change the insurance requirements depending upon the scope of work in a Task Agreement.

SECTION 16. REPRESENTATIVE OF VILLAGE AND CONSULTANT

16.1 VILLAGE Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the Village Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 CONSULTANT Representative. CONSULTANT shall inform the VILLAGE Representative, in writing, of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

17.1 If either the VILLAGE or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

17.2 In the event of any litigation arising out of this Agreement or any Project Agreement, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement 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. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

19.2 The obligation of the CONSULTANT to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer or consultant under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering or any service outlined in CONSULTANT'S proposal under a prior Task Agreement, it is determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the VILLAGE, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the VILLAGE, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the VILLAGE for any other services and expenses made necessary thereby, save and except any costs and expenses which the VILLAGE would have otherwise paid absent the CONSULTANT's error or omission. The VILLAGE's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

19.4 The CONSULTANT's obligations under Section 19.3 shall survive termination of this or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

SECTION 20. SUBCONSULTANTS

20.1 In the event the CONSULTANT requires the services of any sub consultants or other professional associates in connection with services covered by this Agreement or any Project Agreement, the CONSULTANT must secure the prior written approval of the VILLAGE.

20.2 Any subcontract with a sub consultant or sub consultant shall afford to the CONSULTANT rights against the sub consultant or sub consultant which correspond to those rights afforded to the VILLAGE against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the VILLAGE for use by the CONSULTANT.

20.4 CONSULTANT shall provide the Village Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 15 of this Agreement for all sub consultants proposed by CONSULTANT to perform services under this Agreement or any Project Agreement. The sub consultant’s insurance shall list the VILLAGE as an Additional Insured for General Liability and Auto Liability of the sub consultant resulting from operations performed by or on behalf of VILLAGE in performance of this Agreement or any Project Agreement.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT

Barton FYE Vice President
Kimley Horn and Associates, Inc.
Alhambra Plaza, Suite 500
Coral Gables, Florida 33134

FOR VILLAGE

Mr. Jorge Gonzalez Village
Manager
Bal Harbour Village 655 - 96th
Street
Bal Harbour, FL 33154
(305) 866-4633

With Copy to:

Weiss Serota Helfman Cole &
Bierman, P.L. Village Attorneys
2665 South Bayshore Drive,
Suite 420
Miami, Florida 33133
(305) 854-0800

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT 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. Each Project Agreement's contract price and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 24. DISPUTE RESOLUTION

24.1 Any dispute concerning performance of this Agreement shall be decided by the VILLAGE, who shall reduce the decision to writing and serve a copy on the CONSULTANT. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONSULTANT files with the VILLAGE a petition for administrative hearing. The VILLAGE's decision on the petition shall be final, subject to the CONSULTANT's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONSULTANT's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

This Agreement shall be construed in accordance with the governed by the laws of the State of Florida.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this

Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

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

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

In WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE signing by and through its duly authorized official or representative, attested to by its Village Clerk, and by CONSULTANT by and its, duly authorized officer to execute same.

VILLAGE

BAL HARBOUR VILLAGE, FLORIDA

By:_____

The _____ day of _____, 2024.

AUTHENTICATION

Dwight Danie, CMC
Village Clerk

(SEAL) Seal

APPROVED AS TO FORM

Village Attorney

CONSULTANT

KIMLEY HORN AND ASSOCIATES, INC.,

By: _____

Print Name: Barton FYE

Title: Vice President

The ____ day of _____, 2024.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESS:

Print Name:

WITNESS:

Print Name:

EXHIBIT A - Consultant's Fee Schedule

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$180 - \$280
Professional	\$265 - \$345
Senior Professional I	\$320 - \$455
Senior Professional II	\$435 - \$475
Senior Technical Support	\$195 - \$315
Support Staff	\$150 - \$175
Technical Support	\$155 - \$230

Effective through June 30, 2025

Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH FDOT FOR THE GRANT PROJECT.

Issue:

Should the Village Council approve the execution of a grant agreement with FDOT in the amount of \$70,000 for Freebee on-demand public transit service?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

In 2023, the Village submitted a grant application to the Florida Department of Transportation (FDOT), seeking funding support for the Freebee on-demand public transit service. The Freebee service, which has been operational since 2022, provides an eco-friendly, convenient transportation option for residents and visitors, enhancing accessibility within the Village. In October 2023, FDOT awarded the Village a \$70,000 grant to cover 50% of the annual costs associated with operating the Freebee service, with the remaining \$70,000 to be matched by Citizens Independent Transportation Trust (CITT) funds. This funding is crucial for maintaining and potentially expanding the Freebee service to meet growing demand without diverting resources from other important projects. The Village recently received the draft grant agreement from FDOT in August 2024. Approval of this Resolution will authorize the Village Manager to execute the FDOT grant agreement, securing the necessary funding to continue providing this vital service to the community and supporting the Village's commitment to sustainability and enhanced public transportation options.

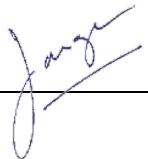
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

Amount	Account	Account #
\$70,000	Transportation Surtax Expenditures - General Fund	01-41-503440

Sign off:

Public Works & Beautification Director	Chief Financial Officer	Village Manager
John A. Oldenburg	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Since June 2018, Bal Harbour Village has been committed to enhancing its public transportation systems to provide more efficient and environmentally sustainable options for residents and visitors. This commitment led to the approval of the Lehman Center for Transportation Research (LCTR) Community Transportation Study, which recommended the adoption of on-demand, point-to-point public transportation as the most effective solution. Following this recommendation, the Village Council approved a pilot agreement with Freebee in the summer of 2022.

In September 2022, The Village entered into an agreement with Beefree, LLC D/B/A Freebee for the provision of on-demand, point to point public transit services. This decision was made following extensive public forums that allowed residents and visitors to provide input on the Village's transportation needs. The agreement was designed to enhance the Village's transportation options by offering a convenient, eco-friendly, and reliable service that meets the community's needs.

Recognizing the financial implications of sustaining this service and potential negative impacts to the General Fund, the Village submitted a grant application to the Florida Department of Transportation (FDOT) in the spring of 2023. The purpose of this grant was to secure funding to support the costs associated with continuing the Freebee on-demand transit service.

In October 2023, the Village was notified of the grant award from FDOT, providing a significant financial contribution towards the program. Recently, in August 2024, the

Village received the official draft grant agreement from FDOT, pending execution, solidifying the funding and enabling the continued operation of this popular service for our residents and visitors.

ANALYSIS

The Freebee service has proven to be a critical addition to the Village's transportation network, offering a convenient, reliable, and eco-friendly alternative to traditional transit options. The service operates with one Tesla XL vehicle and one ADA-compliant vehicle, providing on-demand rides within a geofenced area that includes all of Bal Harbour Village and extends to adjacent areas. The success of this initiative has highlighted the need to not only continue but potentially expand the service to accommodate growing demand.

However, maintaining and expanding such a service comes with significant costs. To ensure the sustainability of the Freebee service without compromising other important projects, the Village will continue to submit grant applications to FDOT for funding to support Freebee services so long as they are willing to accept such applications for consideration. The current grant award would provide \$70,000 in funding, covering 50% of the estimated \$140,000 annual cost of the Freebee service. The other \$70,000 will be covered in the form of a Citizens Independent Transportation Trust (CITT), match. FDOT has approved CITT as a viable match source.

The grant from FDOT provides enhanced funding support to continue operation of the Freebee Bal Harbour service, enabling the Village to provide this no-cost service to the community while also exploring the possibility of expanding the fleet to include a second vehicle if ridership trends continue upward.

Moreover, the Freebee service aligns with broader goals of reducing the Village's carbon footprint and promoting sustainable transportation alternatives. By offering a free, electric ridesharing service, the Village not only provides a vital transportation option for its residents, including those from vulnerable and underserved communities, but also sets a precedent for other municipalities to follow in the pursuit of sustainable urban mobility.

The grant will support the continued success of the Freebee service, allowing the Village to maintain its commitment to sustainability, community well-being, and innovative public transportation solutions.

THE BAL HARBOUR EXPERIENCE

The continuation and potential expansion of the Freebee on-demand public transit service directly align with the Village's mission to deliver the distinctive *Bal Harbour Experience*. By offering a convenient, eco-friendly, and cost-free transportation option, the Village enhances the accessibility and enjoyment of its beautiful environment and exclusive amenities. Freebee services allow residents and visitors to navigate the Village with ease, reinforcing the community's commitment to sustainability, elegance, and safety. This initiative not only supports the Village's vision of providing the highest quality of life but

also elevates Bal Harbour as a unique and desirable destination that seamlessly comes together with the Village's desire to be stewards of environmental responsibility.

CONCLUSION

The approval of the grant agreement with FDOT for the Freebee on-demand public transit service is a crucial step in advancing the Village's commitment to enhancing public transportation and promoting sustainability.

The Freebee service enhances the accessibility and enjoyment of our Village's unique environment and exclusive amenities while contributing to the safety and convenience of our residents and visitors. By approving the execution of this grant agreement, we are ensuring the continued success and potential expansion of this essential service, furthering our mission to deliver a distinctive and unparalleled experience in Bal Harbour Village.

Attachments:

1. FDOT Grant Agreement #G3127 Draft
2. FDOT Grant Application Submitted 2023
3. FDOT Grant Award Letter 2023

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the spring of 2023, the Village submitted a grant application to the Florida Department of Transportation (FDOT) seeking funding support for its on-demand public transit service; and

WHEREAS, the on-demand public transit service, initiated by the Village in the Fall of 2022 and awarded to BeeFree, LLC d/b/a Freebee (the “Freebee Service”), provides an eco-friendly, convenient, and reliable transportation option for residents and visitors, significantly enhancing the Village’s public transportation network; and

WHEREAS, in October 2023, FDOT awarded the Village a grant in the amount of seventy thousand dollars (\$70,000) under the Public Transit Service Development Program to support the Village’s provision of the Freebee Service; and

WHEREAS, the FDOT grant requires the Village to enter into a formal agreement with FDOT, which will provide the necessary funding to cover 50% of the estimated \$140,000 annual cost of operating the Freebee Service, with the remaining \$70,000 to be matched by Miami-Dade County CITT funds; and

WHEREAS, the execution of the FDOT grant agreement is essential for maintaining the Freebee Service, ensuring that the Village continues to offer this no-cost, environmentally sustainable transportation option to the community while exploring the possibility of expanding the service to meet growing demand; and

WHEREAS, the Council has determined that it is in the best interest of the Village of Bal Harbour to authorize the Village Manager to execute the grant agreement with FDOT, securing the funds necessary to continue providing the

Freebee on-demand public transit service to residents and visitors.

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. Grant Award Accepted. The grant award from the Florida Department of Transportation (FDOT) in the amount of seventy thousand dollars (\$70,000) for the Freebee on-demand public transit service is hereby accepted.

Section 3. Grant Agreement Approved. The Village Manager is hereby authorized to execute the grant agreement with FDOT for the Freebee on-demand public transit service in the amount of seventy thousand dollars (\$70,000).

Section 4. Expenditure Approved. The Village is authorized to expend funds necessary to comply with the grant requirement.

Section 5. Implementation. The Village Manager is hereby authorized to execute the FDOT grant agreement and to take all necessary actions to implement the purposes of this Resolution, including the continued operation and potential expansion of the Freebee on-demand public transit service.

Section 6. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of September, 2024.



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.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 453987-1-84-01	Fund(s):	DPTO	FLAIR Category:	088774
	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55062020629
Contract Number: G3127	Federal Award Date:		Vendor Number:	F596000271002
CFDA Number: N/A	Agency SAM/UEI Number:	G6C1SDPWU686		
CFDA Title: N/A				
CSFA Number: 55.012				
CSFA Title: Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Bal Harbour Village, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Bal Harbour Village will provide on-demand transit service via Freebee, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 *Additional Exhibit(s): E1 & E2

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$140,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$70,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability Insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Bal Harbour Village

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: D6-Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

To: Simon.Huang@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G3127

7/16/2024

CONTRACT INFORMATION

Contract:	G3127
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	BAL HARBOUR VILLAGE
Vendor ID:	F596000271002
Beginning Date of This Agreement:	07/15/2024
Ending Date of This Agreement:	12/31/2025
Contract Total/Budgetary Ceiling:	ct = \$70,000.00
Description:	SFY25 - TRANSIT SERVICE DEVELOPEMENT FREEBEE ON-DEMAND TRANSIT

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/16/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$70,000.00
Financial Project:	45398718401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088774/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$70,000.00

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Bal Harbour Village will provide on-demand transit services via Freebee, a transportation service vendor. The service will have one Tesla XL vehicle and one American with Disabilities Act (ADA) compliant vehicle for use, as needed. The service hours will be Monday - Sunday (8:00 AM to 7:00 PM).

The geofenced service area will include the below areas

Service within the entire Village

Service north to the Miami Dade County Haulover Park Skate Park site

Service south along the business district of the Town of Surfside to the 9400 block of the Surfside Public

Service west to the business district of Bay Harbor Islands along the Kane Concourse, to the intersection of 96th ST and West Bay Harbor Drive

B. Project Location (limits, city, county, map): Bal Harbour Village /Bal Harbour, FL/Miami-Dade

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): Bal Harbour Village will provide on-demand transit services.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by

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amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

**Schedule of Financial Assistance
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453987-1-84-01	DPTO	088774	2025	751000	55.012	Public Transit Service Development Program	\$70,000.00
Total Financial Assistance							\$70,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories	State	Local	Federal	Total
<i>Operations (Transit Only) *</i>				
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$70,000	\$70,000	\$0	\$140,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$70,000	\$70,000	\$0	\$140,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- Monthly
- Quarterly
- Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	30.09.01
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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Exhibit E2

**PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT
(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.
2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:
 - a. a brand or logo of the public transit provider,
 - b. the official seal of the jurisdictional governmental entity, or
 - c. a state agency public service announcement.
3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$70,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



DISTRICT SIX
GRANT APPLICATION PROGRAM

THE BELOW INFORMATION MUST BE COMPLETED:

APPLICANT: Jorge M. Gonzalez

AGENCY NAME: Bal Harbour Village

ADDRESS: 655 96th Street

CITY, STATE, ZIP: Bal Harbour, FL, 33154

REQUEST INFORMATION:

PHASE TYPE (CAPITAL OR OPERATING): OPERATING

PROGAM: SERVICE DEVELOPMENT PROGRAM

PREFERRED DATE OF CONTRACT: 07/01/2024

FUND REQUEST AMOUNTS FOR FISCAL YEAR 2025:

STATE: \$70,000 (ANNUALLY FOR 3 YEARS AND/OR AS APPROVED BY FDOT)

LOCAL: \$70,000 (ANNUALLY FOR 3 YEARS AND/OR TO COINCIDE WITH FDOT APPROVAL)

PROJECT DESCRIPTION

PROJECT TITLE: FREEBEE PUBLIC TRANSIT IN BAL HARBOUR VILLAGE

PROVIDE AN IN-DEPTH PROJECT DESCRIPTION OF GRANT-RELATED PROGRAM BENEFITS, ADDITIONAL INFORMATION MAY BE ATTACHED AS DESCRIBED IN PROJECT JUSTIFICATION LISTED BELOW:

Since June of 2018, our Village has been working diligently to improve our public transportation systems. Early on we recognized the need for a more efficient and cost-effective approach to public transit, and that's when we approved the Lehman Center for Transportation Research (LCTR) Community Transportation Study. The study results recommended on-demand point-to-point public transportation as the way forward, and we couldn't agree more. Throughout our discussions about on-demand point to point transit services, we felt an overwhelming sense of duty to our community to pilot a service of this kind. Hence, we knew that we had to make a change and provide a transportation service that was not only convenient and reliable but also environmentally friendly. In the summer of 2022, the Village Council approved a stand-alone agreement with Freebee piloting a free of charge ridesharing transportation service for the residents and visitors of Bal Harbour Village. Based on the extremely positive feedback received from the community over the past few months, the Village has decided to apply for a grant to obtain funding support and continue the service contract with Freebee. The community has expressed a strong desire to keep utilizing Freebee services, and the Village is committed to meeting their needs. As such, we are submitting this grant application for official consideration and hope to receive support to continue providing this valuable transportation service to our community. We are passionate about making a positive impact on our community, and we strongly believe that this new approach to public transportation will do just that. It's not just about convenience; it's about taking responsibility for our carbon footprint and creating a sustainable future. We are proud to be leading the way and hope that other communities will follow suit.

**DISTRICT SIX
GRANT APPLICATION PROGRAM**

1. BRIEFLY DESCRIBE THE ACTIVITIES, SERVICES, OR PRODUCTS TO BE FUNDED BY THIS REQUEST AS WELL AS WHY ASSISTANCE IS BEING REQUESTED.

The on-demand ridesharing services the Village is seeking funding for consists of Freebee, a transportation service vendor, providing one Tesla XL vehicle and one American with Disabilities Act (ADA) compliant vehicle for use “as needed”, without a shuttle component. The on-demand service area, also referred to as geo-fence, would entail the following parameters:

- Service within the entire Village
- Service north to the Miami Dade County Haulover Park Skate Park site
- Service south along the business district of the Town of Surfside to the 9400 block of the Surfside Publix
- Service west to the business district of Bay Harbor Islands along the Kane Concourse (96th street), to the intersection of 96 Street and west Bay Harbor Drive

Our goal is to provide efficient on-demand transportation services to both our residents and visitors. To achieve this, we have defined a geo-fence which outlines the service area. The aim of the geo-fence is to ensure that users are not subjected to long wait times by using a single vehicle, with an expected average wait time of 10-15 minutes.

To obtain the pricing for this service, the Village reached out to the vendor and asked them to provide a locally procured municipal contract. Freebee responded by offering an existing agreement they had with the City of Aventura, which was a result of a Request for Proposals (RFP) process. Freebee agreed to offer the Village the same pricing as they offer to the City of Aventura.

The Village has agreed to the following Scope of Services to be provided by Freebee.

- Scope: On-demand, door-to-door transportation servicing the residents and visitors of the Bal Harbour Village
- Days/Time: Mon-Sun 8 am – 7 pm, 70 Hours per Week / Vehicle
- Service Area/Geofence: The entire Bal Harbour municipal boundary, including locations outside of the boundary that the Village deems they’d like included within their geofence (See attached geofence map)
- Vehicle Type: Tesla Model X (See Mockups Below). Seats 5-6 passengers + Driver
- Fee Includes Turnkey Operation:
 - Drivers
 - Vehicles
 - Charging Stations
 - Hiring, Training, and Scheduling of Drivers/Ambassadors
 - Program and Performance Management
 - Live Data Integration
 - Vehicle Maintenance
 - Insurance Pricing
- Service Hours
 - 70 Hours Per Week (Includes one hour per day for charging at no fee)
 - 8am - 7pm (Monday - Sunday)
 - (1) Tesla Vehicle - \$117,215 Annually
 - (1) ADA Vehicle - \$15,073 Annually
- Special Event Pricing
 - \$35.88/hr per vehicle

Based on the cost estimates, along with special event pricing, the Village anticipates an annual cost of approximately \$140,000 per year. The grant request is for 50% of that amount per eligible project year. Funding would allow the Village to continue providing this new service to the community.

*DISTRICT SIX
GRANT APPLICATION PROGRAM*

2. IS THIS PROJECT CONSISTENT, TO THE MAXIMUM EXTENT POSSIBLE, WITH LOCAL COMPREHENSIVE PLANS AND LONG-RANGE TRANSPORTATION PLAN (LRTP)?

IF YES, PROVIDE LIST OF COMPREHENSIVE PLANS WHERE PROJECT IS CITED, DETAILING PAGE NUMBER.

Bal Harbour Village's Local Comprehensive Plan's Transportation Element has several policies, goals and objectives aimed at improving the public transit system for the residents and visitors of Bal Harbour. Examples of these fundamental elements include statements such as (p. TRANS GOP-1):

- Provide for a safe and efficient motorized and non- motorized transportation system.
- Develop strategies to promote the increased use of intermodal services to transport residents and/or tourists between residences and hotels to the airports, seaports and rail facilities.
- Continue to coordinate with Miami-Dade County, FDOT, MPO and adjacent communities on transportation planning and designs.

In addition, the Coastal Communities Transit Plan developed by the Center for Urban Transportation Research (CUTR), further substantiated this need for public transit improvements and environmentally friendly alternatives. As the plan states, "In a joint effort between neighboring coastal communities in northeastern Miami-Dade County (City of Miami Beach, City of Aventura, City of Sunny Isles Beach, Town of Bal Harbour Village, Town of Bay Harbor Islands, Town of Surfside, and City of North Bay Village) have for many years shared an interest in the development of a transportation master plan that would assess the current traffic and transportation issues on the barrier islands (p. 1)." The goal of this plan was to produce short, mid, and long term multi-modal solutions to transportation issues on a sub-regional basis (p. 109). A viable alternative solution presented in this plan coincides with the Village's proposed ridesharing service project. The use of this reliable and convenient access to on-demand transportation provides more balance in the transportation sector and complements other mobility modes.

3. IS THIS PROJECT IN A TRANSIT DEVELOPMENT PLAN OR FORMAL STUDY? IF SO, WHICH ONE(S):

Bal Harbour Village previously operated a shuttle bus service until it was disrupted by the COVID-19 pandemic in March 2020. The service was funded by Miami Dade County and overseen by the Citizens Independent Transportation Trust (CITT). In collaboration with Surfside and Bay Harbor Islands, the Village commissioned a study in 2018 to explore a more cost-effective shuttle bus operation. The Lehman Center for Transportation Research at Florida International University conducted the study, which recommended a combination of fixed route service and on-demand vehicles providing door-to-door service.

During the study, Freebee was identified as one of the low-speed electric vehicle service providers, and it was recommended for its effective use of energy-efficient service options. Freebee has since grown in popularity and established a reputation for service excellence. The Village is committed to following the recommendations of the study and providing this outstanding and reliable service for years to come.

The study also recommended that the Village apply for a Pilot/Demonstration Project, such as the FDOT's Service Development grant, to improve service for citizens and visitors. As such, the Village is now submitting a grant application to implement this project with fidelity, in line with the study's recommendations.

*DISTRICT SIX
GRANT APPLICATION PROGRAM*

PROJECT INFORMATION

4. HOW DOES PROJECT FACILITATE THE INTERMODAL OR MULTI-MODAL MOVEMENT OF PEOPLE AND GOODS?

Bal Harbour Village's adoption of the Freebee low-speed electric vehicle free ridesharing transportation service is a prime example of how electric ridesharing alternatives bolster intermodal or multimodal movement of people and goods. By utilizing this eco-friendly and convenient transportation option, residents and visitors can take advantage of a complementary option to pre-existing public transit systems, such as buses and trains. The integration of ridesharing into a larger transportation network demonstrates a proactive approach to developing more sustainable and efficient ways of moving people and goods.

Ridesharing services are an increasingly popular mode of transportation, with local governments partnering with companies such as Uber, Lyft, and Freebee to provide affordable and convenient options for their residents. According to the National League of Cities, 79% of US cities are either partnering with ridesharing companies or considering doing so, as the benefits to local governments are clear. This form of transportation helps to reduce traffic congestion, improve air quality, and provide more transportation options for those who may not have access to a personal vehicle or public transit. Furthermore, ridesharing services can help to mitigate the number of single-occupancy vehicles on the road, resulting in a more sustainable and efficient transportation system overall.

5. DESCRIBE THE IMPACT OF THE PROJECT TO OVERALL TRANSPORTATION SYSTEM.

When municipalities commit to improving their transit systems, it can have a significant positive impact on counties, states, and the nation as a whole. By taking steps to reduce their carbon footprint and improve transportation alternatives, municipalities like Bal Harbour Village are providing a ripple effect that can improve the lives of many people.

For example, when a municipality invests in public transit systems, it can help to reduce traffic congestion on highways and major roads, which can lead to fewer accidents and less air pollution. By promoting sustainable modes of transportation like electric ridesharing services and bike-sharing programs, municipalities can also encourage their residents to adopt more eco-friendly lifestyles and reduce their carbon footprint. This, in turn, can have a positive impact on the environment, as fewer emissions contribute to slowing climate change.

The benefits of a sustainable transportation system extend beyond the local community, as well. By promoting more efficient and sustainable transportation alternatives, municipalities are playing a part in reducing the nation's dependence on foreign oil and strengthening the economy. Additionally, by investing in public transit systems and making transportation more accessible, municipalities are supporting social equity and providing greater access to education, employment, and healthcare.

In a global perspective, these efforts by municipalities to improve the transit system align with the United Nations' Sustainable Development Goals, specifically SDG 11 - Sustainable Cities and Communities. By committing to reducing their carbon footprint and investing in sustainable transportation options, municipalities can contribute to achieving global goals of promoting sustainability and reducing the impacts of climate change.

DISTRICT SIX
GRANT APPLICATION PROGRAM

6. DESCRIBE THE SIGNIFICANCE OF THE PROJECT TO THE LOCAL AREA.

Bal Harbour Village is a small municipality located in Miami-Dade County, Florida, with a population of approximately 2,800 people. Despite its small size, the community has a significant impact on the coastal environment due to its location on the Atlantic Ocean. This area is vulnerable to sea-level rise and increased storm surge, which can have a significant impact on the local ecosystem and infrastructure.

Ridesharing transportation services such as Freebee are beneficial to Bal Harbour Village's community for several reasons. Firstly, the community is home to a significant Jewish population, and offering ridesharing services can be particularly helpful in meeting their transportation needs. Additionally, ridesharing services can provide a convenient and affordable transportation option for the area's many foreign tourists who may not have access to personal vehicles.

By offering ridesharing services, Bal Harbour Village can provide residents and visitors with a sustainable and eco-friendly transportation option that reduces the number of single-occupancy vehicles on the road. This, in turn, can help to reduce traffic congestion and improve air quality, which is important in a coastal community that is vulnerable to the impacts of climate change. Additionally, ridesharing services can help to reduce the need for parking, which can be a challenge in a small community like Bal Harbour Village where space is limited. Overall, the use of ridesharing services can contribute to a more sustainable and efficient transportation system in a coastal community like Bal Harbour Village.

7. DESCRIBE THE CONDITION OF THE EXISTING FACILITY (IF APPLICABLE).

N/A

8. INCLUDE ANY ADDITIONAL JUSTIFICATION.

Freebee's a ridesharing service in South Florida is revolutionizing the way people get around and challenging old mindsets about personal transportation. With a fleet of electric vehicles that are free to use, Freebee is allowing residents to leave their cars behind and opt for a more sustainable and convenient mode of transportation. However, Freebee's impact goes beyond just providing an alternative to personal vehicles. It's changing the way we think about transportation and how we perceive the need for owning a car. Bal Harbour Village believes that services like Freebee may be the key to getting us to rely more on public transportation in the future and reduce the number of cars on the road. Freebee is not just a transportation option, but a catalyst for changing how we approach transportation in our daily lives.

In addition, it is important to note that this service comes at a cost since it is free of charge to the community. Bal Harbour Village has been facing financial setbacks due to the rising cost of construction on its numerous capital and infrastructure projects. The present state of the economy has caused these costs to skyrocket, leaving the Village with less money to spend on other important projects. One such project is the implementation of Freebee services at a no cost to the community. These services are essential for the community's residents, who rely on them for their transportation needs.

To address this issue, the Village is applying for this grant from the Florida Department of Transportation (FDOT). This grant is crucial to ensuring that the Village can provide the Freebee services to its residents, as it will provide the necessary funding to ensure the project's success. Additionally, the grant will give the Village time to increase its future funding sources to maintain the project's longevity. With the FDOT grant, the Village can implement the Freebee services without having to sacrifice funding from other important projects. It will allow the Village to provide its residents with reliable transportation services, which are essential to their daily lives, while also allowing the Village to focus on other pressing matters. Overall, the FDOT grant is a vital component of the Village's plans to provide high-quality services to its residents despite the current economic challenges.

*DISTRICT SIX
GRANT APPLICATION PROGRAM*

PUBLIC TRANSIT PROJECT INFORMATION (ONLY)

1. IF THIS IS A PUBLIC TRANSIT PROJECT, IS IT LISTED IN MOST RECENT TRANSIT DEVELOPMENT PLAN?

The adoption of the Freebee ridesharing service by Bal Harbour Village connects to the greater vision of the Miami-Dade County Transportation Master Plan and the SMART Program in several ways. First, the Freebee ridesharing service provides an affordable and sustainable transportation option that helps reduce congestion on the roads, which is one of the key objectives of the SMART Program. By providing residents and visitors with a free, on-demand shuttle service within a geo-fenced area, Bal Harbour Village is encouraging people to leave their cars at home and use a more sustainable mode of transportation. Second, the on-demand services within the geo-fencing area set by Bal Harbour Village include connections to other public transit systems, which aligns with the SMART Program's goal of creating a multimodal transportation network that integrates various modes of transportation to create a seamless and efficient system. Third, the Freebee ridesharing service also provides connections to important locations such as hospitals, which aligns with the SMART Program's goal of providing enhanced affordable modal options that improve access to critical services for all residents. Finally, the adoption of the Freebee ridesharing service by Bal Harbour Village demonstrates a commitment to implementing an expanded mass transit infrastructure in Miami-Dade County. The SMART Program requires a defined, implementable strategy that effectively aligns funding for capital, operating, and infrastructure improvements. By adopting the Freebee ridesharing service, Bal Harbour Village is demonstrating a willingness to work within the broader framework of the Transportation Master Plan and the SMART Program to achieve a more sustainable and efficient transportation system for the entire county.

2. IS THIS PROJECT ROUTE-RELATED?

At this time no, the service to be provided is on-demand.

3. WILL THIS PROJECT HAVE BUS RAPID TRANSIT ELEMENTS?

TYPES OF BUS RAPID TRANSIT ELEMENTS:

- Running Ways: Type:
- Stations: Type:
- Fare Collection: Type:
- Vehicles: Type:
- Route Structure and Schedule: Type: Geofencing extends to other cities like Bay Harbor Islands, Surfside, and unincorporated Miami-Dade County Haulover Skate Park, which present other connections to bus routes and County bus stops.
- Advanced Technology: Type:
- Signal Priority: Type:

4. WILL SERVICE BE PROVIDED ON TRANSIT EMPHASIS CORRIDOR: Yes

CORRIDOR NAME: Collins Corridor runs along Collins and onto 96th Street main roadways and connection points for the community.

EXPECTED # OF TRIPS:	EXPECTED HEADWAYS:	EXPECTED PEAK TIMES:
About 2,000-3,000 a month	10-15 minutes of wait time	8:00 AM to 10:00 AM 3:00 PM to 7:00 PM

DISTRICT SIX GRANT APPLICATION PROGRAM

5. DOES THIS PROJECT HAVE LOCAL SUPPORT?

Bal Harbour Village has received widespread public support for its decision to partner with Freebee ridesharing transportation services. The Village has conducted public outreach meetings to gather input from residents and business owners, and the response has been overwhelmingly positive. Many residents have expressed their excitement about the new service and the benefits it will bring, including reduced traffic congestion and improved access to local businesses and services.

In addition, the Village has reviewed countless other resolutions from local organizations and governing bodies in support of the Freebee partnership as many other local governments have also ventured in this direction. For example, the Bal Harbour Village Council passed a resolution in 2022 approving the partnership, recognizing its potential to enhance transportation options and promote sustainability. Overall, the public support for the Freebee ridesharing transportation services demonstrates the Village's commitment to improving the quality of life for its residents and visitors by providing convenient, sustainable, and affordable transportation options.

6. WILL THE PROJECT PROVIDE REGIONAL OR LOCAL SERVICE?

The Freebee on-demand ridesharing transportation service will primarily serve as a local service for the residents and visitors of Bal Harbour Village. However, the Village is also planning to establish connections to nearby locations such as Haulover Park and hospitals such as Mount Sinai. By providing these connections, the Village is creating a more integrated transportation system that improves access to critical services for its residents and visitors.

This approach aligns with the broader vision of the Miami-Dade County Transportation Master Plan and the SMART Program, which emphasize the importance of creating a multimodal transportation network that connects various locations and provides affordable and sustainable transportation options to everyone. Overall, the Freebee ridesharing service represents a significant step forward in improving transportation options in Bal Harbour Village, and the connections to nearby locations will only serve to enhance its effectiveness and accessibility.

7. LIST EXPECTED PROJECT TARGET GOALS AND HOW THEY WILL BE MONITORED.

Bal Harbour Village is committed to reducing traffic congestion and providing safe and sustainable transportation options for its community. To achieve this, the Village will partner with Freebee, an electric vehicle ridesharing service that provides free transportation within designated service areas.

Through this partnership, the Village aims to promote the use of low-speed electric vehicles and reduce the carbon footprint of transportation in the area. Freebee will provide 70 hours of service every week, Monday through Sunday, to ensure that residents and visitors have access to safe and convenient transportation options throughout the week.

To monitor the success of the transportation goals, the Village will collect data from Freebee on the usage and demand for the service, as well as public input from those who use the service. This feedback will be used to continuously improve the service and make adjustments to better meet the needs of the community. By utilizing data and public input, the Village can ensure that it is meeting its transportation goals and providing a high-quality service that benefits the community.

**DISTRICT SIX
GRANT APPLICATION PROGRAM**

8. LIST POTENTIAL TRIP GENERATORS, ACTIVITY CENTERS TO BE SERVED AND EXPECTED RIDERSHIP.

TRIP GENERATORS	MAJOR ACTIVITY CENTERS	EXPECTED RIDERSHIP
<ul style="list-style-type: none"> • Tourists: Bal Harbour Village is a popular tourist destination, and many tourists may use ridesharing services to navigate the area and visit nearby attractions. • Local workers: The small coastal community of Bal Harbour Village does not have an extensive public transportation system, so local workers may rely on ridesharing services to get to and from work. • Elderly people: Elderly residents of Bal Harbour Village may find it difficult to drive or use public transportation, so they may use ridesharing services to get around the community and attend appointments. • Parents with children: Parents with young children may use ridesharing services to transport their children to and from school or extracurricular activities, especially if they do not have their own transportation. • Business owners: Business owners in Bal Harbour Village may use ridesharing services to travel to meetings, events, and other business-related activities. • Single people enjoying the area: Single individuals who are enjoying the beaches and nightlife in Bal Harbour Village may use ridesharing services to get around the area safely and conveniently, especially if they have been drinking or do not have their own transportation. 	<p>Freebee service in Bal Harbour provides a transit option for residents and visitors by taking them door-to-door anywhere within the service area, including the following major points of interest:</p> <ul style="list-style-type: none"> • Bill Bird Marina • Haulover Skateboard Park & Picnic Area • The Ritz-Carlton Bal Harbour • Beach Haus Bal Harbour • Sea View Hotel • The St. Regis Bal Harbour Resort • Bal Harbour Shops • Beach Access at 96th Street • Publix (Surfside) • Kane Concourse Shops (Bay Harbor Islands) 	<p>1st SIX MONTHS: 20,000 passengers 1st YEAR: 40,000 passengers</p>

9. DESCRIBE MARKETING STRATEGIES FOR PROJECTED SERVICE.

Bal Harbour Village has employed multiple marketing techniques to promote its Freebee free ridesharing service to both residents and visitors. The Parks Department of the Village distributed pamphlets and business cards throughout the community, while the Village also promoted the service through Facebook and Twitter. Additionally, information about the service was mailed to every resident in the quarterly newsletter, and flyers were shared at every Village event since its launch. The Village has even created a dedicated webpage on its website that offers detailed information on how to use the on-demand service, such as instructions on pick-up and drop-off, hours of operation, and service areas. To further promote the service, the Village uses email blasts and communication materials posted at the Village Hall and other public locations. By implementing these various marketing strategies, Bal Harbour Village is successfully raising awareness of the Freebee service and encouraging more people to utilize this convenient and eco-friendly mode of transportation.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

October 9, 2023

Ms. Kristina Brown
Bal Harbour Village
655-96th Street
Bal Harbour, FL 33154

SUBJECT: NOTICE OF GRANT AWARD (NOGA) - SFY 2025
PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM APPLICATION
FM: 453987-1-84-01

Dear Ms. Brown,

The Florida Department of Transportation (FDOT) conducted an evaluation of your submitted proposal per Sections 341.051, 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.), and Rule Chapter 14-73, Florida Administrative Code (F.A.C.), Public Transportation. Based on the established criteria and available funding sources, Bal Harbour Village has been awarded Service Development Program funds for the below project:

Award Description	Total Budget	Awarded Funding
BAL HARBOUR VILLAGE FREEBEE ON-DEMAND TRANSIT SERVICE	\$140,000.00	\$70,000.00

Please be advised that the funding award cited above requires local funds from Bal Harbour Village to match the State funds programmed for this project. Therefore, please provide certification of available local funds in the amount of \$70,000.00 to the District no later than **January 1, 2024**. Funding is subject to the availability of an annual appropriation by the Florida Legislature (the spending authority). Prior to commencement of any work or services, Bal Harbour Village must enter into a State Funded Agreement with FDOT.

Should you have any queries or need additional information, please feel free to contact me at (305) 470-5255 or via email at Raymond.freeman@dot.state.fl.us or Simon Huang at (305) 470-5496 or via email at Simon.huang@dot.state.fl.us.

Regards,

DocuSigned by:
Raymond Freeman
C25F63C2D45B4DA...

Raymond Freeman
District Six Passenger Operations Manager

Cc: Nilia Cartaya, Florida Department of Transportation
Josenie Bermudez, Miami-Dade Transportation Planning Organization

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION RATIFYING A MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE FOR THE MAINTENANCE OF THE DECORATIVE AGGREGATE SIDEWALKS, LANDSCAPE, IRRIGATION, AND OTHER NON-STANDARD IMPROVEMENTS INSTALLED ON COLLINS AVENUE AND 96 STREET WITHIN THE LIMITS OF BAL HARBOUR VILLAGE; AUTHORIZING THE EXECUTION OF AMENDMENTS IF OFFERED BY FDOT.

Issue:

Should the Council retroactively ratify a Maintenance Memorandum of Agreement with FDOT as related to the Harding Avenue Re-alignment?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Council approved (BHS) re-alignment of Harding Avenue at 96 Street with public space enhancements will be constructed by the BHS contractor under a FDOT permit, as part of their overall Development Project. To proceed, a new supplemental Maintenance Memorandum of Agreement (MMOA), is required to be executed by the Village. As previously agreed, the Village will assume in perpetuity the responsibility for the maintenance of all the non-standard decorative Right of Way (ROW) improvements after the BHS completes their construction. This MMOA supplements all existing maintenance agreements in place between the Village and FDOT. Although the MMOA commits the Village to maintain all non-standard improvements within the FDOT areas of jurisdiction, the Development Agreement and amendments, executed between the Village and the BHS, provides that all ROW improvements installed are to be maintained at the expense, of the BHS. During the August 2024 Village Council recess, in advance of the September 17, 2024, regular Village Council meeting, I executed the MMOA to expedite the issuance of the required FDOT permit and avoid delaying this work.

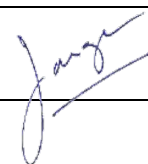
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Public Works & Beautification Director	Chief Financial Officer	Village Manager
John A. Oldenburg	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE FLORIDA, RATIFYING A MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE FOR THE MAINTENANCE OF THE DECORATIVE AGGREGATE SIDEWALKS, LANDSCAPE, IRRIGATION, AND OTHER NON-STANDARD IMPROVEMENTS INSTALLED ON COLLINS AVENUE AND NW 96 TH STREET WITHIN THE LIMITS OF BAL HARBOUR VILLAGE; AUTHORIZING THE EXECUTION OF AMENDMENTS IF OFFERED BY FDOT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AND EFFECTIVE DATE.**

BACKGROUND

On September 13, 2016, the Village Council adopted Resolution No. 2016-1034, approving and authorizing the execution of a Maintenance Memorandum of Agreement (MMOA), with the Florida of Florida Department of Transportation (FDOT), for the maintenance of the patterned pavement crosswalks and aggregate textured sidewalks within the FDOT right of way (ROW), within the Village limits along Collins Avenue and 96 Street.

On May 16, 2017, the Village Council adopted Resolutions No. 2017-1076 and No. 2017-1077, approving a Development Agreement and a Major Site Plan for the expansion of the Bal Harbour Shops between the Village and the Bal Harbour Shops, LLP (BHS).

On December 18, 2018, the Village Council adopted Resolutions No. 2018-1201 and 2018-1202, approving the first amendment to the 2017, Development Agreement and a minor site plan amendment.

Pursuant to the provisions contained within these agreements a re-alignment of Harding Avenue at 96 Street is planned to provide a public space enhancement in the immediate area of this intersection. In addition to the roadway work, the envisioned improvements include the installation of Village specific non FDOT standard decorative sidewalk, landscaping and irrigation within the FDOT controlled ROW along Collins Avenue.

The Council approved realignment of Harding Avenue, with public spaces enhancements, will be constructed by the BHS contractor under a FDOT permit, as part of their overall Development Project. The Village has been advised that prior to the approval of a FDOT

permit for this work, a new supplemental MMOA is required to be executed by the Village to affirm the future maintenance of these enhancements within the defined project limits.

During the August 2024 Village Council recess, in advance of the September 17, 2024 regular Village Council meeting, I executed the MMOA to expedite the issuance of the required FDOT permit and avoid delaying this work. The retroactive ratification of my action is approved with your adoption of this Resolution.

ANALYSIS

Under the terms of the agreement, the Village formally assumes the responsibility for the maintenance of all the non-standard decorative/aggregate textured sidewalks, landscape, irrigation, and other non-standard improvements along Collins Avenue and 96 Street, inside the FDOT right of way and easements within the project limits of the Bal Harbour Shops Development Project. Also, the new MMOA is intended to supplement all existing maintenance agreements in place between the Village and FDOT. The agreement will continue in perpetuity unless terminated or if the Village elects to remove the non-standard sidewalks and crosswalks and replace them with the FDOT standard treatments at Village expense.

It should be noted that although the MMOA commits the Village to maintain all non-standard improvements within the FDOT areas of jurisdiction, the Development Agreement and amendments, executed between the Village and the Bal Harbour Shops, provides that all ROW improvements installed as provided for in these agreements with the Shops, is to be maintained at their expense, by the BHS.

The following information details the maintenance obligations to be performed by Bal Harbour Village during the term of the agreement:

Decorative and Aggregate Textured Sidewalks:

- a. Perform routine and regular inspections of the decorative and aggregate textured sidewalks, including their perimeter concrete edges to ensure that the surface is ADA compliant.
- b. Identify damage and/or malfunctions in the decorative and aggregate textured sidewalks, including their perimeter concrete edges; and repairing and/or replacing damaged areas to ensure surfaces are maintained and that they do not pose safety hazards for the public.
- c. Conduct annual condition surveys of the decorative and aggregate textured sidewalks, including their perimeter concrete edges for gaps, settlement, drop-offs.
- d. Gaps within the walking surfaces shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the walking surfaces and the adjacent areas shall not exceed a quarter (1/4) of an inch.
- e. Differential settlement within the walking surfaces shall not exceed a quarter (1/4) of an inch in depth.
- f. Undertake the maintenance and repair (when needed) of decorative and aggregate textured sidewalks, including their perimeter concrete edges.

Landscape and Associated Features:

- a. Mowing, cutting and/or trimming and edging the grass and turf within the project limits.
- b. Install sod/grass matching the adjacent areas so there is no exposed ground/soil and address all ground/soil that has eroded.
- c. Prune all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the FDOT'S Right-of-Way.
- d. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- e. Remove and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable department guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- f. Mulch all plant beds and tree rings.
- g. Remove and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Water and fertilize all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- i. Repair all sidewalks damaged by landscaping found inside and outside the Department's Right-of-Way.
- j. Damage to the sidewalk caused by root barriers shall be made by the Village. Replace the root barriers according to the manufacturer's recommendations. Replace sidewalk around and above the root barriers by saw-cutting along the existing joints. New joints will not be allowed.
- k. Repair irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.
- l. Perform routine and regular inspection of landscape lighting performance to ensure that the system(s) are fully functional; identifying damage and/or malfunctions; repairing or replacing broken or missing lighting equipment; and adjusting light throw to eliminate interference with visibility of motoring public. Paying for all electricity and all costs associated therewith.
- m. Remove and disposing of litter from project limits in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

Miscellaneous Improvements:

- a. All miscellaneous features built and installed, including but not limited to benches, garbage bins, poles, and signs, shall be maintained by the Village.
- b. Remove and dispose of litter in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

- c. When remedial action is required in accordance with the above requirements, the Village at its own expense shall complete all necessary repairs within seven (7) days of the date the deficiency is identified.

General Requirements:

- a. When remedial action is required in accordance with the above requirements, the Village at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.
- b. The Village is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, manuals, Project Specification and Special Provisions, as may be amended from time to time.
- c. Maintain a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submit Lane Closure Requests to the department when maintenance activities will require the closure of the sidewalk or a traffic lane in the department's right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the Department's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

Future Improvements:

- a. The Village will be required to obtain a permit from the department for any future modifications and improvements within the project limits.
- b. Perform routine and regular inspections of the decorative and aggregate textured sidewalks including their perimeter concrete edges to ensure that the surface is ADA compliant
- c. Identify damage or malfunctions in the decorative and aggregate textured sidewalks and repair and or replace damaged areas to ensure surfaces are maintained and that they do not pose a safety hazard to the public
- d. Ensure that gaps within the decorative and aggregate textured sidewalks, including their perimeter concrete edges shall not exceed a quarter (1/4) of an inch. Differential settlement within the concrete/finish surfaces shall not exceed a quarter (1/4) of an inch in depth
- e. Complete at Village expense all necessary repairs within ninety (90) days of the date the deficiency is identified.
- f. Maintain a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained and the work that was performed

Pattern Pavement Crosswalks:

- a. Within sixty (60) days of project acceptance, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester or a Dynamic Friction Tester.
- b. Approximately one (1) year after project acceptance and every two (2) years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance.

- c. The results of all friction tests shall be sent to the District 's Warranty Coordinator with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction
- d. When remedial action is required, the Village shall complete necessary repairs at its expense within ninety (90) days when the deficiency was identified.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through *The Bal Harbour Experience*. The Ratification of this agreement with FDOT to install Village style custom public space improvements, provides for safe, aesthetically pleasing and lush community spaces in this area and corresponds to the stated goals of Safety, Beautiful Environment and Unique & Elegant.

CONCLUSION

The 2017 Council approved Bal Harbour Shops Development Agreement was amended in 2018. The Agreements provide for a re-alignment of Harding Avenue at 96 Street with public space enhancements including, the installation of Village specific non FDOT standard decorative sidewalk, landscaping and irrigation within the FDOT controlled ROW along Collins Avenue.

This work will be constructed by the BHS contractor under a FDOT permit, as part of their overall Development Project. However, prior to the approval of a FDOT permit for this work, a new supplemental MMOA is required to be executed by the Village to affirm the future maintenance of these enhancements within the defined project limits.

As previously agreed, the Village will assume in perpetuity the responsibility for the maintenance of all the non-standard decorative Right of Way (ROW), improvements after the BHS completes their construction. This MMOA supplements all existing maintenance agreements in place between the Village and FDOT.

Although the MMOA commits the Village to maintain all non-standard improvements within the FDOT areas of jurisdiction, the Development Agreement and amendments, executed between the Village and the BHS, provides that all ROW improvements installed as provided for in the agreements with the Shops, is to be maintained at their expense, by the BHS.

During the August 2024 Village Council recess, in advance of the September 17, 2024, regular Village Council meeting, I executed the MMOA to expedite the issuance of the required FDOT permit and avoid delaying this work. I am seeking the retroactive ratification of my action with the adoption of this Resolution.

Attachments:

1. Village Manager Executed FDOT-Memorandum of Maintenance.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING A MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE FOR THE MAINTENANCE OF THE DECORATIVE AGGREGATE SIDEWALKS, LANDSCAPE, IRRIGATION, AND OTHER NON-STANDARD IMPROVEMENTS INSTALLED ON COLLINS AVENUE AND NW 96 TH STREET WITHIN THE LIMITS OF BAL HARBOUR VILLAGE; AUTHORIZING EXECUTION OF AMENDMENTS IF OFFERED BY FDOT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AND EFFECTIVE DATE.

WHEREAS, the existing textured aggregate sidewalks, landscape, irrigation, pattern concrete crosswalks and other non-standard improvements installed along Collins Avenue and 96th Street are maintained by Bal Harbour Village staff and contract service providers under the terms of several maintenance memorandum of agreements between the Florida Department of Transportation ("FDOT") and the Village; and

WHEREAS, under the terms of the first amendment to the development agreement between Bal Harbour Village and the Bal Harbour Shops LLP, dated December 20, 2018, the reconfiguration and beautification of the public right of way ("ROW") in the area of 9700 Collins Avenue was approved; and

WHEREAS, in order to obtain a construction permit from FDOT for the above described work, FDOT is requiring a supplemental maintenance memorandum of agreement (the "MMOA"); and

WHEREAS, under terms of the MMOA the Village formally assumes the responsibility in perpetuity for the maintenance of all the non-standard patterned and textured aggregate sidewalks, landscaping, irrigation and all other non-standard improvements within the roadway and along the right of way of Collins Avenue and 96th Street within the limits of the Village; and

WHEREAS, this Council finds the ratification of the MMOA, in substantially the form attached hereto, is in the best interest of the Village.

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 Ratified.

- A. That the MMOA, in substantially the form attached hereto, is hereby ratified, and the Village Manager is hereby authorized to execute the MMOA, on behalf of the Village.
- B. That the Village Manager is hereby further authorized to execute all amendments to the MMOA subsequently offered by FDOT, upon approval of the Village Attorney as to form and legal sufficiency.

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 17th day of September 2024.



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.

**FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE MEMORANDUM OF AGREEMENT
FOR DECORATIVE & AGGREGATE TEXTURED SIDEWALKS
LANDSCAPE & IRRIGATION
AND OTHER NON-STANDARD IMPROVEMENTS
WITH BAL HARBOUR VILLAGE**

This **AGREEMENT**, entered into on _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **BAL HARBOUR VILLAGE**, a municipal corporation of the State of Florida, hereinafter called the **VILLAGE**, and collectively referred to as the **PARTIES**.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over State Road (SR) A1A (Collins Avenue), SR-A1A (Harding Avenue), and SR-922 (Kane Concourse) (96th Street) within the limits of the **VILLAGE**; and
- B. The **VILLAGE**, pursuant to **DEPARTMENT** Permit Numbers 2021-L-691-00011, 2021-C-691-00035, and 2021-A-691-00044, has required the Permittee to draft design plans for beautification improvements on SR-A1A, SR-922 and Easements, related to the Bal Harbour Shops development, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. The Permittee will install decorative/aggregate textured sidewalks, landscape, irrigation, and other non-standard improvements along SR-A1A and SR-922, inside **DEPARTMENT** Right-of-Way and Easements, within the **PROJECT LIMITS**, in accordance with the design plans for Permit Numbers 2021-L-691-00011, 2021-C-691-00035, and 2021-A-691-00044 (the "Project"); and
- D. It is the intent of the **PARTIES** for this **AGREEMENT** to supplement all existing Maintenance Memorandum of Agreement and existing Permits previously executed between the **DEPARTMENT** and the **VILLAGE**; and

- E. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the **VILLAGE's** responsibilities with regards to the maintenance of the decorative/aggregate textured sidewalks, landscape, irrigation, and other non-standard improvements (the "**IMPROVEMENTS**") within the **PROJECT LIMITS**; and
- F. The **VILLAGE**, by Resolution No. _____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. PARTIES RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the **IMPROVEMENTS** within the **PROJECT LIMITS** to the **VILLAGE** upon the **DEPARTMENT's** issuance of the executed Permit to the **VILLAGE**.

3. VILLAGE'S RESPONSIBILITIES

So long as the **IMPROVEMENTS** remain in place, the **VILLAGE** shall be responsible for the maintenance of the same. The **VILLAGE** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the **VILLAGE** shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The **VILLAGE** shall further maintain the **IMPROVEMENTS** in accordance with

the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **VILLAGE's** maintenance obligations shall include but not be limited to:

3.1 Decorative and Aggregate Textured Sidewalks:

The VILLAGE's responsibilities and maintenance obligations hereunder shall include, but not be limited to:

- a. Performing routine and regular inspections of the decorative and aggregate textured sidewalks, including their perimeter concrete edges to ensure that the surface is ADA compliant;
- b. Identifying damage and/or malfunctions in the decorative and aggregate textured sidewalks, including their perimeter concrete edges; and repairing and/or replacing damaged areas to ensure surfaces are maintained and that they do not pose safety hazards for the public.
- c. Conducting annual condition surveys of the decorative and aggregate textured sidewalks, including their perimeter concrete edges for gaps, settlement, drop-offs, and other deficiencies described in this **AGREEMENT**.
- d. Gaps within the walking surfaces shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the walking surfaces and the adjacent areas shall not exceed a quarter (1/4) of an inch. This requirement also applies to adjacent areas of walking surfaces that have been impacted by the trees planted within the walking surfaces.
- e. Differential settlement within the walking surfaces shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface (perimeter) between the walking surfaces and the adjacent areas shall not exceed a quarter (1/4) of an inch in depth. This requirement also applies to adjacent areas of existing walking surfaces that have been impacted by the trees planted within the walking surfaces.

- f. Undertaking the maintenance and repair (when needed) of decorative and aggregate textured sidewalks, including their perimeter concrete edges.

3.2 Landscape and Associated Features:

- a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**. Install sod/grass matching the adjacent areas so there is no exposed ground/soil and address all ground/soil that has eroded.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT' S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- e. Mulching all plant beds and tree rings.
- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- h. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT' s** Right-of-Way.

- i. Damages to the sidewalk caused by root barriers shall be made by the **VILLAGE**. Replace the root barriers according to the manufacturer's recommendations. Replace sidewalk around and above the root barriers by saw-cutting along the existing joints. New joints will not be allowed.
- j. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.
- k. Performing routine and regular inspection of landscape lighting performance to ensure that the system(s) are fully functional; identifying damage and/or malfunctions; repairing or replacing broken or missing lighting equipment; and adjusting light throw to eliminate interference with visibility of motoring public. Paying for all electricity and all costs associated therewith.
- l. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

3.3 Miscellaneous Improvements:

- a. All miscellaneous features built and installed, including but not limited to benches, garbage bins, poles, and signs, shall be maintained by the **VILLAGE**.
- b. Remove and dispose of litter in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- c. When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within seven (7) days of the date the deficiency is identified.

3.4 General Requirements:

- a. When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.
- b. The **VILLAGE** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, manuals, Project Specification and Special Provisions, as may be amended from time to time.
- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of the sidewalk or a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.5 Future Improvements:

The **VILLAGE** will be required to obtain a permit from the **DEPARTMENT** for any future modifications and improvements within the **PROJECT LIMITS**.

4. MAINTENANCE DEFICIENCIES

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **VILLAGE** is performing its duties pursuant to this **AGREEMENT**. The **DEPARTMENT** shall share with the **VILLAGE** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**.

If at any time it shall come to the attention of the **DEPARTMENT** that the **VILLAGE's** responsibilities as established

herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **VILLAGE MANAGER**, to notify the **VILLAGE** of the maintenance deficiencies. From the date of receipt of the notice, the **VILLAGE** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 6 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS** and invoice the **VILLAGE** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **VILLAGE** the reasonable cost of such removal, plus administrative fees.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the VILLAGE: Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154
Attention: Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **VILLAGE's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

7. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **VILLAGE** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 and 5 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **VILLAGE** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **VILLAGE** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

8. TERMS

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES**. This **AGREEMENT** shall continue in perpetuity unless sooner terminated as set forth in Section 7.

b. E-Verify

The **VILLAGE** shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (**Executive Order Number 2011-02**)

The **VILLAGE** shall insert the above clause into any contract entered into by the **VILLAGE** with vendors or contractors hired by the **VILLAGE** for purposes of performing its duties under this **AGREEMENT**.

- c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.

- g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **VILLAGE** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys' fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **VILLAGE's** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **VILLAGE**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **VILLAGE** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the **DEPARTMENT**.

The **VILLAGE's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in

the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **VILLAGE's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **VILLAGE** of a claim shall not release the **VILLAGE** of the above duty to defend and indemnify the **DEPARTMENT**.


The **VILLAGE** shall pay all costs and fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **VILLAGE's** evaluation of liability or its inability to evaluate liability shall not excuse the **VILLAGE's** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **VILLAGE**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

BAL HARBOUR VILLAGE:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:**

BY: 
VILLAGE Manager

BY: _____
District Director of
Transportation Operations

ATTEST:  (SEAL)
VILLAGE Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: *Susan L. Trevarthen*
VILLAGE Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the decorative and aggregate textured sidewalks, including their perimeter concrete edges, and all pattern pavement crosswalks to be maintained by the **VILLAGE** under this **AGREEMENT**.

State Road Number: A1A (Collins Avenue)
A1A (Harding Avenue)
922 (Kane Concourse) (96th Street)

AGREEMENT Limits: SR A1A From 96th Street to 98th Street
SR 922 From SR A1A to Bay Drive

County: Miami-Dade

EXHIBIT 'B'

BAL HARBOUR VILLAGE RESOLUTION

To be herein incorporated once ratified by the Village Council.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AN AGREEMENT FOR THE PURCHASE OF CONDUCTED ENERGY WEAPONS (CEW) FROM AXON ENTERPRISE INC. FOR UTILIZATION BY THE VILLAGE POLICE DEPARTMENT, IN THE TOTAL AMOUNT NOT TO EXCEED \$122,000.00, IN FIVE (5) YEARLY INSTALLMENTS OF EQUAL VALUE.

Issue:

Should the Village Council approve the Resolution to purchase new Taser 10 Conducted Energy Weapons for the Village Police Department?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Bal Harbour Police Department is committed to utilizing equipment and technology that protects its officers, as well as any person who is being taken into custody for any reason. Conducted Energy Weapons (CEW) greatly reduce the chances of unnecessary injuries to both the officer and person involved in any high-risk encounter.

Currently, the Police Department is utilizing the Taser 7 model, which were purchased in 2019 and are out of warranty. Moreover, this model is no longer covered under Taser's umbrella liability policy. The purchase of the new Taser 10 will include a five-year, ten-million-dollar liability insurance coverage from Axon Enterprise.

The Police Department is proposing the purchase of 25 Taser 10 CEW's with a Certification Plan, which will include all equipment, training and warranty for a five-year period.

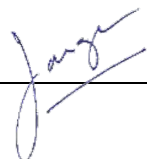
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$25,000	Machinery & Equipment	01-21-506400

Sign off:

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

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN AGREEMENT FOR THE PURCHASE OF CONDUCTED ENERGY WEAPONS (CEW) FROM AXON ENTERPRISE INC. FOR UTILIZATION BY THE VILLAGE POLICE DEPARTMENT, NOT TO EXCEED THE TOTAL AMOUNT OF \$122,000.00, IN FIVE (5) YEARLY INSTALLMENTS OF EQUAL VALUE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

Approval of this Resolution is recommended.

BACKGROUND

The Bal Harbour Police Department is committed to utilizing equipment and technology that protects its officers, as well as any person who is being taken into custody for any reason. The use of Electronic Control Devices (ECD) or Conducted Energy Weapons (CEW), such as the Taser, greatly reduce the chances of unnecessary injuries to both the officer and person involved in any high-risk encounter.

The Bal Harbour Police Department has been utilizing the Taser Conducted Energy Weapon (CEW) since 2004. The Taser (CEW) program and technology currently run in five-year cycles. The software and hardware components of these CEW's along with liability insurance coverage, of ten million dollars, will be terminating at the end of that five-year cycle. The warranty and liability coverage will renew upon the ratification of a new agreement. In terms of technological advancements, CEW's have significantly progressed since their predecessors first hit the market two decades ago. The Department currently utilizes the TASER 7, model year 2019. As it stands, the Department is no longer under the ten-million-dollar liability umbrella provided by Axon. However, Axon representatives have agreed to extend the liability insurance until such time as the new CEW's are delivered, if approved. Additionally, we must now purchase needed equipment such as holsters, live cartridges, training cartridges, targets, and batteries separately on an as needed basis as the current CEW's are no longer under warranty. This is required to maintain an acceptable level of training and documentation for the CEW program. In an effort to prevent these gaps in coverage and ensure the optimal level of training for the officers, the Department explored the best solution available to meet these needs.

ANALYSIS

As part of the process of evaluating this program, the first task was determining whether the police department should continue with use of the TASER 7 CEW, which is currently being utilized or move to the newest technology available in the TASER 10 CEW. The TASER 7 is still currently being offered by Axon; however, the TASER 7 is not the most current technology available and does not provide officers with the most effective tools in contemporary policing. The continued use of the TASER 7 would require additional purchases of equipment and supplies for officers to maintain certification.

The TASER 10 is the newest CEW technology available and seeks to eliminate or improve on several issues associated with the TASER 7 platform. The most notable difference between the TASER 7 and TASER 10 is that the officer has ten opportunities to accomplish Neuro-Muscular Incapacitation (NMI) as it features a ten-probe magazine as opposed to TASER 7's dual-probe two cartridges. NMI is the process by which the Taser seeks to incapacitate the person by sending electrical pulses that cause muscles to rapidly contract. The TASER 10 can deliver a maximum of 44 pulses per second at a range of 45ft as opposed to the 25ft range of the TASER 7 model. This is significant because the increase in pulses per second more efficiently and effectively achieve NMI at a much greater distance. The ability to engage suspects at such distances with pinpoint accuracy enables officers to safely address threats without encroaching on their reactionary gap. The TASER 10 has also improved the probes and cartridge technology which reduces the chances of an incomplete connection or false contact upon deployment. The TASER 10 has an increased velocity of just over 200 feet per second. The combination of a lighter wire and that velocity has not only increased accuracy but allows for increased performance in attaining NMI from the TASER 7 to the TASER 10. This increases the likelihood of quickly bringing resolution to the encounter.

The TASER 10 also offers a certification plan. The certification plans include several components which are no longer available with the TASER 7 model. The following include the components to the TASER 10 Certification Plan (CP):

1. The TASER 10 CEW comes with an all-inclusive five-year warranty.
2. The CP includes the listed hardware for each officer for the five-year duration:
 - Eight annual training cartridges for each officer.
 - Duty cartridge replacement.
 - Battery replacement.
3. The CP also includes the following training for each officer:
 - Unlimited online continuing education.
4. The CP includes a docking station for the CEW's rechargeable batteries.
 - The docking station automatically uploads all user activity to the Department's account.
 - The docking station also downloads all firmware updates to the CEW's.

The procurement process involved direct negotiations with Taser to eliminate any cost and obtain factory direct pricing. The initial quote was \$132,257.00 for twenty-five (25) TASER

10 CEW's. This is the quantity needed to fully equip the entire department. The Police Department was able to negotiate a final, tax exempt, price of \$121,866.00, which reflects a \$10,391.50 discount. This pricing includes the trade in of our current TASER 7 models. The agreement also includes a five-year installment option with no interest to the Village. The yearly amount due would be \$24,374.00 a year. There is no additional discount provided for paying the entire amount due upfront.

THE BAL HARBOUR EXPERIENCE

The TASER 10 exemplifies cutting-edge advancements in non-lethal technology, aligning seamlessly with "Safety," one of the four core tenets of the Bal Harbour Experience. Its enhanced precision, increased effective range, and advanced targeting capabilities ensure a higher degree of control and reduced risk of unintended harm. Equipping our officers with this technology reinforces our commitment to safeguarding residents, visitors, and the community while maintaining the highest standards of operational safety.

CONCLUSION

I recommend Council approval for this resolution, which authorizes the Village Manager to ratify a five-year contract with Axon, a sole source provider, with a total purchase amount not to exceed \$122,000.00. The contract will be structured in five equal annual installments. This resolution supports our ongoing commitment to the safety and protection of both our officers and the community.

Attachments:

1. Axon Enterprises Quote
2. TASER 10 Agreement
3. Liability Insurance

RESOLUTION NO. 2024- ____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN AGREEMENT FOR THE PURCHASE OF CONDUCTED ENERGY WEAPONS (CEW) FROM AXON ENTERPRISE INC. FOR UTILIZATION BY THE VILLAGE POLICE DEPARTMENT, NOT TO EXCEED THE TOTAL AMOUNT OF \$122,000.00, IN FIVE (5) YEARLY INSTALLMENTS OF EQUAL VALUE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Police Department is committed to utilizing equipment and technology that protects its officers as well as any person who is being taken into custody for any reason; and

WHEREAS, Conducted Energy Weapons (TASER) greatly reduce the chances of unnecessary injuries to both the officer and person involved in any high-risk encounter; and

WHEREAS, the existing TASER 7 model the Police Department is utilizing is out of warranty and no longer covered under TASER's umbrella liability policy; and

WHEREAS, a current warranty is required to maintain an acceptable level of training and documentation for the TASER program; and

WHEREAS, it is deemed beneficial for the Police Department and the safety of the community to acquire a newer model equipment; and

WHEREAS, Axon Enterprise, Inc. ("Axon") is a supplier of TASER 10 Conducted Energy Weapon hardware, accessories, warranty, and general related services; and

WHEREAS, the Council desires to enter into an agreement with Axon to purchase hardware, accessories, warranty, and general related services for these products provided by Axon; and

WHEREAS, the Council desires the Village Manager to have the authority to enter into any agreement(s) or Memoranda of Understanding as may be necessary for the implementation and usage of the TASER system and hardware; and

WHEREAS, this Council finds the approval of the agreement between the Village and Axon, in substantially the forms attached hereto, at a cost not to exceed \$122,000 to be paid in five equal yearly installments, is in the best interest of the Village.

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 of Funds Approved. That the expenditure of the total amount not to exceed \$122,000.00 in five (5) equal annual installments for the purchase and implementation of TASER 10 Conducted Energy Weapons is hereby approved.

Section 3. Axon Agreement Approved. That the five-year agreement between the Village and Axon to purchase hardware, accessories, warranty, and general related services from Axon is hereby approved.

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Agreement on behalf of the Village together with such non-substantive changes deemed acceptable to the Village Manager and approved as to form and legal sufficiency by the Village Attorney.

Section 5. Memoranda of Understanding. That the Village Manager has the authority to enter into any agreement(s) or Memoranda of Understanding as may be necessary for the implementation and usage of the TASER system, hardware, accessories, warranty, and general related services.

Section 6. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the Agreement.

Section 7. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of September, 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-581355-45448.827RG

Issued: 06/05/2024

Quote Expiration: 10/15/2024

Estimated Contract Start Date: 02/15/2025

Account Number: 109355

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Bal Harbour Police Dept.- FL 9700 Collins Ave Eal Harbour, FL 33154-2208 USA	Bal Harbour Police Dept.- FL 9700 Collins Ave Bal Harbour FL 33154-2208 USA Email:	Rachel Gershenson Phone: Email: reinson@axon.com Fax:	Raleigh Flowers Phone: 305.993.7402 Email: rflowers@balharbourfl.gov Fax: (305) 993-5163

Quote Summary

Program Length	60 Months
TOTAL COST	\$121,866.26
ESTIMATED TOTAL W/ TAX	\$129,514.12

Discount Summary

Average Savings Per Year	\$5,162.32
TOTAL SAVINGS	\$25,811.61

Non-Binding Budgetary Estimate

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$24,373.26	\$1,401.42	\$25,774.68
Jan 2026	\$24,373.25	\$1,561.62	\$25,934.87
Jan 2027	\$24,373.25	\$1,561.62	\$25,934.87
Jan 2028	\$24,373.25	\$1,561.62	\$25,934.87
Jan 2029	\$24,373.25	\$1,561.58	\$25,934.83
Total	\$121,866.26	\$7,647.86R	\$129,514.12

Non-Binding Budgetary Estimate

Quote List Price:
Quote Subtotal:

\$147,677.87
\$121,866.26

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
BUNDLE - TASER 10 CERTIFICATION								
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA		1	\$11.77	\$9.88	\$9.88	\$0.00	\$9.88R
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	R	1	\$43.90	\$36.85	\$36.85	\$0.00	\$36.85
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN		1	\$88.97	\$74.68	\$74.68	\$0.00	\$74.68
101193	AXON TASER - ON DEMAND CERTIFICATION	60m	1	\$130.20	\$109.29	\$109.29	\$0.00	\$109.29
60087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED		1R	\$177.89	\$149.32	\$149.32	\$0.00	\$149.32
100401	AXON TASER 10 - CARTRIDGE - INERT	R	250R	\$1.00	\$0.84	\$210.00	\$0.00	\$210.00
20248	AXON TASER - EVIDENCE.COM LICENSE	60m	1	\$338.40	\$284.05	\$284.05	\$0.00	\$284.05 R
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE		3	\$160.00	\$134.30	\$402.90	\$0.00	\$402.90
20018	AXON TASER - BATTERY PACK - TACTICAL		5	\$110.00	\$92.33	\$461.65	\$0.00	\$461.65
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE		4	\$160.00	\$134.30	\$537.20	\$0.00	\$537.20
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2		1	\$750.00	\$629.54	\$629.54	\$0.00	\$629.54
100399	TASER 10 LIVE CARTRIDGE		70	\$22.00	\$18.47	\$1,292.90	\$142.22	\$1,435.12
100399	TASER 10 LIVE CARTRIDGE		70	\$22.00	\$18.47	\$1,292.90	\$142.22	\$1,435.12
101180	AXON TASER - DATA SCIENCE PROGRAM	60m	25	\$64.80	\$54.39	\$1,359.75	\$0.00	\$1,359.75
74200	AXON TASER - DOCK - SIX BAY PLUS CORE		1	\$1,689.32	\$1,417.99	\$1,417.99	\$0.00	\$1,417.99
100399	TASER 10 LIVE CARTRIDGE		80	\$22.00	\$18.47	\$1,477.60	\$162.53	\$1,640.13
100399	TASER 10 LIVE CARTRIDGE		80	\$22.00	\$18.47	\$1,477.60	\$162.54	\$1,640.14
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH		25	\$83.20	\$69.84	\$1,746.00	\$0.00	\$1,746.00
20018	AXON TASER - BATTERY PACK - TACTICAL		25	\$110.00	\$92.33	\$2,308.25	\$230.82	\$2,539.07
100400	AXON TASER 10 - CARTRIDGE - HALT		150	\$22.00	\$18.47	\$2,770.50	\$0.00	\$2,770.50
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK		25	\$160.00	\$134.30	\$3,357.50	\$335.75	\$3,693.25
100396	AXON TASER 10 - MAGAZINE - INERT RED		25	\$160.00	\$134.30	\$3,357.50	\$0.00	\$3,357.50
100400	AXON TASER 10 - CARTRIDGE - HALT		200	\$22.00	\$18.47	\$3,694.00	\$0.00	\$3,694.00
100400	AXON TASER 10 - CARTRIDGE - HALT		200	\$22.00	\$18.47	\$3,694.00	\$0.00	\$3,694.00
100400	AXON TASER 10 - CARTRIDGE - HALT		200	\$22.00	\$18.47	\$3,694.00	\$0.00	\$3,694.00
100400	AXON TASER 10 - CARTRIDGE - HALT		200	\$22.00	\$18.47	\$3,694.00	\$0.00	\$3,694.00
20248	AXON TASER - EVIDENCE.COM LICENSE	60m	25	\$338.40	\$284.05	\$7,101.25	\$0.00	\$7,101.25
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60m	25	\$381.00	\$319.81	\$7,995.25	\$879.48	\$8,874.73
100399	TASER 10 LIVE CARTRIDGE		500	\$22.00	\$18.47	\$9,235.00	\$1,015.85	\$10,250.85
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R		25	\$2,300.00	\$1,830.58	\$45,764.50	\$4,576.45	\$50,340.95
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	49m	5	\$25.97	\$21.80	\$109.00	\$0.00	\$109.00
80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	49m	R 1	\$388.57	\$326.16	\$326.16	\$0.00	\$326.16
80374	AXON TASER 7R EXT WARRANTY - BATTERY PACK	49m	25	\$25.97	\$21.80	\$545.00	\$0.00	\$545.00
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	49m	25	\$416.99	\$350.01	\$8,750.25	\$0.00R	\$8,750.25
Individual Items								
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE		1	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00

Non-Binding Budgetary Estimate

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
	SALES							
Total					R	\$121,866.26	\$7,647.86	\$129,514.12

Non-Binding Budgetary Estimate

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	25	\$99.87	\$0.00	\$99.87
Year 1	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$59.77	\$0.00	\$59.77
Total				\$24,373.26	\$1,401.42	\$25,774.68

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	\$9,344.61	\$934.46	\$10,279.07
Year 2	100393	AXON TASER 100 MAGAZINE - LIVE DUTY BLACK	25	\$685.56	\$68.56	\$754.12
Year 2	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$109.69	\$0.00	\$109.69
Year 2	100395	AXON TASER 10 - MAGAZINE 0 LIVE TRAINING PURPLE	3	\$82.27	\$0.00	\$82.27
Year 2	100396	AXON TASER 100 MAGAZINE - INERT RED	25	\$685.56	\$0.00	\$685.56
Year 2	100399	TASER 10 LIVE CARTRIDGE	70	\$264.00	\$29.04	\$293.04
Year 2	100399	TASER 10 LIVE CARTRIDGE	500	\$1,885.68	\$207.43	\$2,093.11
Year 2	100399	TASER 10 LIVE CARTRIDGE	80	\$301.71	\$33.19	\$334.90
Year 2	100399	TASER 10 LIVE CARTRIDGE	80	\$301.71	\$33.19	\$334.90
Year 2	100399	TASER 10 LIVE CARTRIDGE	70	\$264.00	\$29.04	\$293.04
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	150	\$565.70	\$0.00	\$565.70
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 2	100400	AXON TASER 10 - CARTRIDGE 0 HALT	200	\$754.27	\$0.00	\$754.27
Year 2	100401	AXON TASER 10 - CARTRIDGE 0 INERT	250	\$42.88	\$0.00	\$42.88
Year 2	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	\$356.51	\$0.00	\$356.51
Year 2	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$128.54	\$0.00	\$128.54
Year 2	100704	AXON TASER 100 EXT WARRANTY - HANDLE	25	\$1,786.70	\$0.00	\$1,786.70
Year 2	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM 0 DUTY CARTRIDGE	25	\$1,632.54	\$179.58	\$1,812.12
Year 2	101180	AXON TASER 0 DATA SCIENCE PROGRAM	25	\$277.65	\$0.00	\$277.65
Year 2	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$22.32	\$0.00	\$22.32
Year 2	20018	AXON TASER 0 BATTERY PACK 0 TACTICAL	5	\$94.26	\$0.00	\$94.26
Year 2	20018	AXON TASER - BATTERY PACK - TACTICAL	25	\$471.32	\$47.13	\$518.45
Year 2	20248	AXON TASER 0 EVIDENCE.COM LICENSE	1	\$58.00	\$0.00	\$58.00
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	25	\$1,450.00	\$0.00	\$1,450.00
Year 2	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$7.52	\$0.00	\$7.52
Year 2	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$2.02	\$0.00	\$2.02
Year 2	74200	AXON TASER 0 DOCK 0 SIX BAY PLUS CORE	1	\$289.54	\$0.00	\$289.54
Year 2	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$30.49	\$0.00	\$30.49
Year 2	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	\$15.25	\$0.00	\$15.25
Year 2	80374	AXON TASER 7 - EXT WARRANTY 0 BATTERY PACK	5	\$22.26	\$0.00	\$22.26
Year 2	80374	AXON TASER 7 - EXT WARRANTY 0 BATTERY PACK	25	\$111.28	\$0.00	\$111.28
Year 2	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$66.60	\$0.00	\$66.60
Total				\$24,373.25	\$1,561.62	\$25,934.87

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	2	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	25	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 MAGAZINE - HALT TRAINING BLUE	4	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	25	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	1003990	TASER 10 LIVE CARTRIDGE	500	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE 00 - HALT	150	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	250	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER 0 RH	25	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER 0 BATTERY PACK - TACTICAL	25	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK0 TACTICAL	5	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET 0 CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER 0 TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN0	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	80	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE 00 HALT	200	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	70	1	01/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	01/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	80	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	70	1	01/15/2029
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	01/15/2029

Software

Bundle	Item	Description	QTY	Estimated StartDate	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER 0 DATA SCIENCE PROGRAM	25	02/15/2025	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE 0	25	02/15/2025	02/14/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/15/2025	02/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	9700 Collins Ave	Bal Harbour	FL	33154-2208	USA
2	9700 Collins Ave	Bal Harbour	FL	33154-2208	USA

Payment Details

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront PSO	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,500.00	\$0.00	\$2,500.00
Year 1	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	\$8,386.09	\$838.61	\$9,224.70
Year 0	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	25	\$615.24	\$61.52	\$676.76
Year 1	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$98.44	\$0.00	\$98.44
Year 1	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$73.83	\$0.00	\$73.83
Year 1	100396	AXON TASER 10 - MAGAZINE - INERT RED	25	\$615.24	\$0.00	\$615.24
Year 0	100399	TASER 10 LIVE CARTRIDGE	70	\$2,369.2	\$26.06	\$2,629.8
Year 1	100399	TASER 10 LIVE CARTRIDGE	500	\$1,692.27	\$186.15	\$1,878.42
Year 1	100399	TASER 10 LIVE CARTRIDGE	80	\$270.76	\$29.78	\$300.54
Year 1	1003990	TASER 10 LIVE CARTRIDGE	80	\$270.76	\$29.78	\$300.54
Year 1	100399	TASER 10 LIVE CARTRIDGE	70	\$236.92	\$26.06	\$262.98
Year 1	100400	AXON TASER 100 CARTRIDGE - HALT	150	\$507.68	\$0.00	\$507.68
Year 1	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$676.91	\$0.00	\$676.91
Year 0	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$676.91	\$0.00	\$676.91
Year 1	100400	AXON TASER 100 CARTRIDGE - HALT	200	\$676.91	\$0.00	\$676.91
Year 1	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$676.91	\$0.00	\$676.91
Year 1	100401	AXON TASER 10 - CARTRIDGE - INERT	250	\$38.48	\$0.00	\$38.48
Year 1	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	\$319.95	\$0.00	\$319.95
Year 1	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$115.36	\$0.00	\$115.36
Year 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	\$1,603.44	\$0.00	\$1,603.44
Year 0	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25	\$1,465.09	\$161.16	\$1,626.25
Year 1	101180	AXON TASER - DATA SCIENCE PROGRAM	25	\$249.17	\$0.00	\$249.17
Year 1	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$20.03	\$0.00	\$20.03
Year 0	20018	AXON TASER - BATTERY PACK TACTICAL	5	\$84.60	\$0.00	\$84.60
Year 1	20018	AXON TASER - BATTERY PACK - TACTICAL	25	\$422.98	\$42.300	\$465.28
Year 0	202480	AXON TASER0 EVIDENCE.COM LICENSE	1	\$52.05	\$0.00	\$52.05
Year 0	20248	AXON TASER - EVIDENCE.COM LICENSE	25	\$1,301.27	\$0.00	\$1,301.27
Year 1	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$6.75	\$0.00	\$6.75
Year 1	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$1.81	\$0.00	\$1.81
Year 0	74200	AXON TASER - DOC K - SIX BAY PLUS CORE	1	\$259.84	\$0.00	\$259.84
Year 1	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$27.36	\$0.00	\$27.36
Year 1	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	\$13.68	\$0.00	\$13.68
Year 0	80374	AXON TASER 7 - EXT WARRANTY0 BATTERY PACK	5	\$19.97	\$0.00	\$19.97

Non-Binding Budgetary Estimate

Warranties

Bundle	e Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE1 TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY1- HANDLE	25	01/15/2026	02/14/2030
BUNDLE1 TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY1- BATTERY PACK	25	01/15/2026	02/14/2030
BUNDLE1 TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY1- BATTERY PACK	5	01/15/2026	02/14/2030
BUNDLE1 TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY1- DOCK SIX BAY	1	01/15/2026	02/14/2030

Non-Binding Budgetary Estimate

Jan 2027							
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total	
Year 3	100390	AXON TASER 10R HANDLE - YELLOW CLASS 3R	25	\$9,344.61	\$934.46	\$10,279.07	
Year 3	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	25	\$685.56	\$68.56	\$754.12	
Year 3	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$109.69	\$0.00	\$109.69	
Year 3	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$82.27	\$0.00	\$82.27	
Year 3	100396	AXON TASER 10 - MAGAZINE - INERT RED	25	\$685.56	\$0.00	\$685.56	
Year 3	100399	TASER 10 LIVE CARTRIDGE	70	\$264.00	\$29.04	\$293.04	
Year 3	100399	TASER 10 LIVE CARTRIDGE	500	\$1,885.68	\$207.43	\$2,093.11	
Year 3	100399	TASER 10 LIVE CARTRIDGE	80	\$301.71	\$33.19	\$334.90	
Year 3	100399	TASER 10 LIVE CARTRIDGE	80	\$301.71	\$33.19	\$334.90	
Year 3	100399	TASER 10 LIVE CARTRIDGE	70	\$264.00	\$29.04	\$293.04	
Year 3	100400	AXON TASER 10 - CARTRIDGE RHALT	150	\$565.70	\$0.00	\$565.70	
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27	
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27	
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27	
Year 3	100400	AXON TASER 10R CARTRIDGE RHALT	200	\$754.27	\$0.00	\$754.27	
Year 3	100401	AXON TASER 10 - CARTRIDGE - INERT	250	\$426.88	\$0.00	\$426.88	
Year 3	100611	AXON TASER 10R SAFARILAND HOLSTERRRH	25	\$356.51	\$0.00	\$356.51	
Year 3	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$128.54	\$0.00	\$128.54	
Year 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	\$1,786.70	\$0.00	\$1,786.70	
Year 3	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25	\$1,632.54	\$179.58	\$1,812.12	
Year 3	101180	AXON TASER DATA SCIENCE PROGRAM	25	\$277.65	\$0.00	\$277.65	
Year 3	101893	AXON TASER - ON DEMAND CERTIFICATION	1	\$22.32	\$0.00	\$22.32	
Year 3	20018	AXON TASER BATTERY PACK - TACTICAL	5R	\$94.26	\$0.00	\$94.26	
Year 3	20018	AXON TASER BATTERY PACK - TACTICAL	25	\$471.32	\$47.13	\$518.45	
Year 3	20248	AXON TASER EVIDENCE.COM LICENSE	1	\$58.00	\$0.00	\$58.00	
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	25	\$1,450.00	\$0.00	\$1,450.00	
Year 3	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$7.52	\$0.00	\$7.52	
Year 3	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	R 1	\$2.02	\$0.00	\$2.02	
Year 3	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$289.54	\$0.00	\$289.54	
Year 3	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	R 1	\$30.49	\$0.00	\$30.49	
Year 3	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	R R 1	\$15.25	\$0.00	\$15.25	
Year 3	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	5	\$22.26	\$0.00	\$22.26	
Year 3	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	25	\$111.28	\$0.00	\$111.28	
Year 3	80386	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$66.60	\$0.00	\$66.60	
Total				\$24,373.25	\$1,561.62	\$25,934.87	

Jan 2028							
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total	
Year 4	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	\$9,344.61	\$934.46	\$10,279.07	
Year 4	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	25	\$685.56	\$68.56	\$754.12	
Year 4	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$109.69	\$0.00	\$109.69	
Year 4	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$82.27	\$0.00	\$82.27	
Year 4	100396	AXON TASER 10 - MAGAZINE - INERT RED	25	\$685.56	\$0.00	\$685.56	
Year 4	100399	TASER 10 LIVE CARTRIDGE	70	\$264.00	\$29.04	\$293.04	
Year 4	100399	TASER 10 LIVE CARTRIDGE	500	\$1,885.68	\$207.43	\$2,093.11	

Non-Binding Budgetary Estimate

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100399	TASER 10 LIVE CARTRIDGE	80	\$301.71	\$33.19	\$334.90
Year 4	100399	TASER 10 LIVE CARTRIDGE	80	\$301.71	\$33.19	\$334.90
Year 4	100399	TASER 10 LIVE CARTRIDGE	70	\$264.00	\$29.04	\$293.04
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	150	\$565.70	\$0.00	\$565.70
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 4	100401	AXON TASER 10 - CARTRIDGE - INERT	250	\$42.88	\$0.00	\$42.88
Year 4	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	\$356.51	\$0.00	\$356.51
Year 4	100623	AXON TASER 10 - TRAINING - ENHANCED HALT SUIT V2	1	\$128.54	\$0.00	\$128.54
Year 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	\$1,786.70	\$0.00	\$1,786.70
Year 4	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25	\$1,632.54	\$179.58	\$1,812.12
Year 4	101180	AXON TASER 10 - DATA SCIENCE PROGRAM	25	\$277.65	\$0.00	\$277.65
Year 4	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$22.32	\$0.00	\$22.32
Year 4	20018	AXON TASER - BATTERY PACK - TACTICAL	5	\$94.26	\$0.00	\$94.26
Year 4	20018	AXON TASER - BATTERY PACK - TACTICAL	25	\$471.32	\$47.13	\$518.45
Year 4	20248	AXON TASER 10 - EVIDENCE.COM LICENSE	1	\$58.00	\$0.00	\$58.00
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	25	\$1,450.00	\$0.00	\$1,450.00
Year 4	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$7.52	\$0.00	\$7.52
Year 4	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$2.02	\$0.00	\$2.02
Year 4	74200	AXON TASER 10 - DOCK - SIX BAY PLUS CORE	1	\$289.54	\$0.00	\$289.54
Year 4	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$30.49	\$0.00	\$30.49
Year 4	80090	AXON TASER 10 - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	\$15.25	\$0.00	\$15.25
Year 4	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	5	\$22.25	\$0.00	\$22.25
Year 4	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	25	\$111.28	\$0.00	\$111.28
Year 4	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$66.60	\$0.00	\$66.60
Total				\$24,373.25	\$1,561.62	\$25,934.87

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	\$9,344.61	\$934.46	\$10,279.07
Year 5	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	25	\$685.56	\$68.55	\$754.11
Year 5	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	\$109.69	\$0.00	\$109.69
Year 5	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	\$82.27	\$0.00	\$82.27
Year 5	100396	AXON TASER 10 - MAGAZINE - INERT RED	25	\$685.56	\$0.00	\$685.56
Year 5	100399	TASER 10 LIVE CARTRIDGE	70	\$264.00	\$29.04	\$293.04
Year 5	100399	TASER 10 LIVE CARTRIDGE	500	\$1,885.68	\$207.41	\$2,093.09
Year 5	100399	TASER 10 LIVE CARTRIDGE	80	\$301.71	\$33.19	\$334.90
Year 5	100399	TASER 10 LIVE CARTRIDGE	80	\$301.71	\$33.18	\$334.89
Year 5	100399	TASER 10 LIVE CARTRIDGE	70	\$264.00	\$29.04	\$293.04
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	150	\$565.70	\$0.00	\$565.70
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27

Non-Binding Budgetary Estimate

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year5	100400	AXON TASER 10 - CARTRIDGE - HALT	200	\$754.27	\$0.00	\$754.27
Year5	100401	AXON TASER 10 - CARTRIDGE - INERT	250	\$42.88	\$0.00	\$42.88
Year 5R	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	\$356.51	\$0.00	\$356.51
Year 5	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$128.54	\$0.00	\$128.54
Year5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	\$1,786.70	\$0.00	\$1,786.70
Year5	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25	\$1,632.54	\$179.58	\$1,812.12
Year5	101180	AXON TASER - DATA SCIENCE PROGRAM	25	\$277.65	\$0.00	\$277.65
Year5	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$22.32	\$0.00	\$22.32
Year5	20018	AXON TASER - BATTERY PACK - TACTICAL	5	\$94.26	\$0.00	\$94.26
Year5	20018	AXON TASER - BATTERY PACKR TACTICAL	25	\$471.32	\$47.13	\$518.45
Year5	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$58.00	\$0.00	\$58.00
Year5	20248	AXON TASER - EVIDENCE.COM LICENSE	25	\$1,450.00	\$0.00	\$1,450.00
Year5	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$7.52	\$0.00	\$7.52
Year5	71019	AXON BODY - DOCK POWER CORD - NORTH AMERICA	1	\$2.02	\$0.00	\$2.02
Year 5	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$289.54	\$0.00	\$289.54
Year 5	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	\$30.49	\$0.00	\$30.49
Year5	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	1	\$15.25	\$0.00	\$15.25
Year 5	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	5	\$22.26	\$0.00	\$22.26
Year 5	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	25	\$111.28	\$0.00	\$111.28
Year5	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$66.60	\$0.00	\$66.60
Total				\$24,373.25	\$1,561.58	\$25,934.83

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Master Services and Purchasing Agreement for Customer

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assigns an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

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- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.



Master Services and Purchasing Agreement for Customer

19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer’s deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Customer need Register cameras to Customer domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> Work with Customer to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Customer On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon’s observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Customer’s in-house instructors who can support Customer’s Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer’s deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p>



<ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer’s TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer’s warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer’s TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.
 - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
 - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS APPENDIX

- Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon’s Evidence.com may not be accessible or transferable to the FUSUS cloud services.
- Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

- Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service (“Third-Party Components”) are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer’s use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer’s organization without the Customer’s expressed written consent.



Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

<p>Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Customer's Axon Evidence account Connecting Customer to "Early Access" programs for new devices</p>
<p>Account Maintenance Conducting on-site training on new features and devices for Customer leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status</p>
<p>Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Customer's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p>Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment</p>
<p>Customer Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Customer feature requests and major bugs</p>

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer’s leadership**
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**
Conducting weekly conference calls to cover **current issues and program status**
Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices
Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**
Comparing an **Customer's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**
Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks’ notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement for Customer

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

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5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
 6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
 7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
 8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
 9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
 10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
 11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
 12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
 13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
 14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

- 15. Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
- 16. Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
- 17. Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
- 18. Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
- 19. Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
- 20. Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

- 21. Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon (“Axon Event”), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer’s understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon’s provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer’s local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer’s compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations



Axon Training Pod

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/28/2023

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 Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
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	INSURER D:														
	INSURER E:														
	INSURER F:														

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570101846047 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 OTHER:			ws11010690 Foreign General Liab.	09/30/2023	08/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG Excluded Master Program Agg \$3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ws11010690 Foreign Contingent Auto	09/30/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			UN0000164	08/01/2023	08/01/2024	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ws11010690 Foreign Vol Comp/EL	09/30/2023	08/01/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER state of hire fo 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)							

Certificate No : 570101846047

CERTIFICATE HOLDER

CANCELLATION

Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE V, "CODE ENFORCEMENT," SECTION 2-182, "QUALIFICATIONS OF SPECIAL MASTERS AND REMOVAL; ORGANIZATION," OF THE VILLAGE CODE REGARDING THE VILLAGE ATTORNEY'S ROLE AT CODE ENFORCEMENT HEARINGS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE. (SECOND READING)

Issue:

Should the Village Council adopt the Ordinance to have the Village Attorney represent the Administration rather than the special master for code enforcement, on Second Reading?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

In the Village Code, the Village has elected to have the Village Attorney represent the code enforcement special master in code enforcement hearings. The Village's special masters are attorneys, and the Administration prefers to have the Village Attorney represent it in these matters.

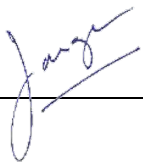
The amendment to this Ordinance was considered on First Reading by the Village Council at the July 16, 2024 Regular Council meeting. The proposed amendment was approved by the Village Council by a vote of 4-0.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE ON SECOND READING.

Business Impact Estimate:

Business Impact Estimate is required and attached.

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 17, 2024

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE V, "CODE ENFORCEMENT," SECTION 2-182, "QUALIFICATIONS OF SPECIAL MASTERS AND REMOVAL; ORGANIZATION," OF THE VILLAGE CODE REGARDING THE VILLAGE ATTORNEY'S ROLE AT CODE ENFORCEMENT HEARINGS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance on Second Reading.

BACKGROUND

The amendment to this Ordinance was considered on First Reading by the Village Council at the July 16, 2024 Regular Council meeting. The proposed amendment was approved by the Village Council by a vote of 4-0.

Currently, the Village Code requires the Village Attorney to serve as the general counsel to the Special Masters at Code Enforcement Hearings. However, the Special Masters employed by the Village are attorneys who are capable of interpreting and applying the law in light of the facts and arguments raised at code enforcement hearings by the Administration and by the alleged violator.

ANALYSIS

After due consideration and consultation with Village Code Enforcement staff, I believe the process would be improved by changing the Code so that the Village Attorney represents the Administration at such hearings, just as that office currently does for appeals of Special Master decisions.

This Ordinance seeks to amend Chapter 2, "Administration," Article V, "Code Enforcement," Section 2-182, "Qualifications of Special Masters and Removal; Organization," of the Village Code, requiring the Village Attorney to serve as the general counsel to the Special Masters, as follows:

Section 2-182. - Qualifications of Special Masters and removal; organization.

* * *

(d) The Village Attorney shall ~~serve as general counsel to~~ represent the Village in Code Enforcement hearings ~~Special Masters~~. If an appeal is taken pursuant to section 2-189, the Village Attorney shall also represent the Village at such proceedings.

The Village Attorney's representation of the Administration at code enforcement hearings will enhance the enforcement process, maintain the Village's regulations, and protect the interests of its residents and property owners.

THE BAL HARBOUR EXPERIENCE

Representation at the code enforcement hearings will uphold the community's standards and regulations, safeguarding the natural beauty and tranquility that residents and visitors alike cherish in Bal Harbour. It ensures that the Village's vision of casual elegance and coastal living is maintained through consistent enforcement of regulations and policies.

CONCLUSION

The Administration recommends the adoption of the Ordinance on Second Reading.

Attachment:

1. Business Impact Estimate - Special Magistrate Item R5A

ORDINANCE NO. 2024-____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE V, "CODE ENFORCEMENT," SECTION 2-182, "QUALIFICATIONS OF SPECIAL MASTERS AND REMOVAL; ORGANIZATION," OF THE VILLAGE CODE REGARDING THE VILLAGE ATTORNEY'S ROLE AT CODE ENFORCEMENT HEARINGS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of Bal Harbour Village, Florida (the "Village Council") finds it periodically necessary to amend its Code of Ordinances (the "Village Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Village Council desires to modify Chapter 2, "Administration," Article V, "Code Enforcement," Section 2-182, "Qualifications of Special Masters and Removal; Organization," of the Village Code so that the Village Attorney's office will represent the Village and its Administration at all code enforcement hearings rather than the Special Masters, who are attorneys; and

WHEREAS, the Village Council hereby finds and determines that this Ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND 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. Amending Chapter 2 of the Village Code. That Chapter 2, "Administration," Article V, "Code Enforcement," Section 2-182, "Qualifications of Special Masters and Removal; Organization," is hereby amended to read as follows: ¹

¹ Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~strikethrough~~. Any changes between first and second reading are shown by highlighted double underline and ~~double strikethrough~~ font.

CHAPTER 2 - ADMINISTRATION

* * *

ARTICLE V. - CODE ENFORCEMENT

* * *

Section 2-182. - Qualifications of Special Masters and removal; organization.

* * *

(d) The Village Attorney shall ~~serve as general counsel to~~ represent the Village in Code Enforcement hearings ~~Special Masters~~. If an appeal is taken pursuant to section 2-189, the Village Attorney shall also represent the Village at such proceedings.

* * *

Section 5. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become effective and made part of the Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. Conflict. That all sections or parts of sections of the Village Code, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 8. Effective Date. That this Ordinance shall become effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 17th day of September, 2024.

PASSED AND ADOPTED on second reading this __ day of _____, 2024.



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 -

BUSINESS IMPACT STATEMENT

Proposed Ordinance Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER "ADMINISTRATION," ARTICLE V, "CODE ENFORCEMENT," SECTION 2-182, "QUALIFICATIONS OF SPECIAL MASTERS AND REMOVAL; ORGANIZATION," OF THE VILLAGE CODE REGARDING THE VILLAGE ATTORNEY'S ROLE AT CODE ENFORCEMENT HEARINGS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

The Proposed Ordinance does does not fall under the following enumerated exceptions:

- The proposed ordinance is required for compliance with federal, state law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73 Florida Statutes, relating to the Florida Building Code;
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Purpose to be Served:

Currently, the Village Code requires the Village Attorney to serve as the general counsel to the Special Masters at Code Enforcement Hearings. However, the Special Masters employed by the Village are attorneys who are capable of interpreting and applying the law in light of the facts and arguments raised at code enforcement hearings by the Administration and by the alleged violator.

After due consideration and consultation with Village Code Enforcement staff, I believe the process would be improved by changing the Code so that the Village Attorney represents the Administration at such hearings, just as that office currently does for appeals of Special Master decisions.

This Ordinance seeks to amend Chapter 2, "Administration," Article V, "Code Enforcement," Section 2-182, "Qualifications of Special Masters and Removal; Organization," of the Village Code, requiring the Village Attorney to serve as the general counsel to the Special Masters, as follows:

Section 2-182. - Qualifications of Special Masters and removal; organization.

- (d) The Village Attorney shall serve as general counsel to represent the Village in Code Enforcement hearings Special Masters. If an appeal is taken pursuant to

BAL HARBOUR

- VILLAGE -

section 2-189, the Village Attorney shall also represent the Village at such proceedings.

The Village Attorney's representation of the Administration at code enforcement hearings will enhance the enforcement process, maintain the Village's regulations, and protect the interests of its residents and property owners.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

- a. **Estimate of Direct Business Compliance Costs:** No expected impact.
- b. **New Charges/Fees on Business Impacted:** The amendment does not seek to change the schedule of civil penalties within the Business District.
- c. **Estimate of Regulatory Cost:** There is no additional cost to the Village for enforcing this ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted:

There are approximately 110 business within the Business District. There is no expectation that these businesses would be impacted by the changes proposed by this ordinance.

Any Additional Information:

N/A

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO CLARIFY AND REVISE DEFINITIONS AND REGULATIONS APPLICABLE TO THE RESIDENTIAL ZONING DISTRICTS, AND TO PROVIDE REGULATORY INCENTIVES FOR AFFORDABLE MULTIPLE FAMILY RENTAL DWELLINGS.

Issue:

Should the Village Council adopt the Ordinance to revise and clarify definitions and regulations applicable to the residential zoning districts and provide regulatory incentives for affordable multiple family rental dwellings on first reading?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

As part of the presentation for the Live Local Ordinance amendments enacted earlier this year, I indicated that staff would continue to examine the Village Code and identify additional amendments for consideration as appropriate. At the May 2024 Council meeting, I brought forward a discussion item identifying opportunities to further enhance or clarify the Village Code to encourage a full range of fair housing opportunities as development or redevelopment occurs in our community. The Council endorsed the preparation of an Ordinance regarding affordable housing incentives in the Multiple Family and OF zoning districts, and modernizing the definitions applicable to servants' quarters in the Single Family and Multiple Family zoning districts. An Ordinance was drafted based on input from the Village Planner with assistance from the Village Attorney, and deferred in July 2024. It is recommended that the Village Council adopt on first reading the Ordinance clarifying and revising definitions and regulations applicable to residential zoning districts and providing regulatory incentives for affordable multiple family rental dwellings.

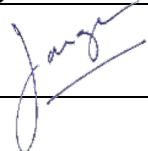
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

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: September 17, 2024

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO CLARIFY AND REVISE DEFINITIONS AND REGULATIONS APPLICABLE TO THE RESIDENTIAL ZONING DISTRICTS, AND TO PROVIDE REGULATORY INCENTIVES FOR AFFORDABLE MULTIPLE FAMILY RENTAL DWELLINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance.

BACKGROUND

As part of the presentation for the Live Local Ordinance amendments enacted earlier this year, I indicated that staff would continue to examine the Village Code and identify additional amendments for consideration as appropriate. At the May 2024 Council meeting, I brought forward a discussion item identifying opportunities to further enhance or clarify the Village Code to encourage a full range of fair housing opportunities as development or redevelopment occurs in our community.

The Council endorsed the preparation of an Ordinance regarding affordable housing incentives in the Multiple Family and OF zoning districts, and modernizing the definitions applicable to servants' quarters in the Single Family and Multiple Family zoning districts. Further analysis led to a focus on updating existing provisions for the R-1 and R-2 Single Family and RM-5 Multiple Family zoning districts and incentivizing affordable multiple family rental housing in the RM Multiple Family and Oceanfront zoning districts.

ANALYSIS

This Ordinance has been drafted based on input from the Village Planner with assistance from the Village Attorney, clarifying and revising definitions and regulations applicable to residential zoning districts and providing regulatory incentives for affordable multiple family rental dwellings.

This Ordinance seeks to amend several portions of the Village Code applicable to residential zoning districts first by amending and clarifying relevant definitions, as follows:

Sec. 21-1. - Definitions and rules of construction.

* * *

Family means one or more Persons occupying premises and living together under one head as a single housekeeping unit. The term "Family" shall be deemed to include domestic or personal workers servants, but shall not include paying guests.

* * *

Guest House means a detached Structure or accessory Building intended to be occupied by nonpaying guests in connection with a Single-Family Dwelling, and equipped with sanitary plumbing facilities ~~only~~; it shall provide Rooms and necessary appurtenances for the sleeping accommodations of nonpaying guests and their workers servants, and may or may not but shall not provide cooking facilities. When used in connection with a Multiple-Family Dwelling, a Guest House means a detached dwelling occupied or intended to be occupied for hire and shall be considered an Apartment Unit, with complete living accommodations permitted. Guest Houses are not required to meet the minimum floor area requirements of the zoning district in which they are located.

Guest Room. In connection with a Single-Family Dwelling, Guest Room means a Room in the main or Accessory Building, occupied or intended to be occupied by nonpaying guests, and equipped with sanitary plumbing facilities ~~only~~, and may or may not include separate cooking facilities. When used in connection with a Multiple-Family Dwelling, Guest Room means a Room in the main Building to be occupied by paying guests, and shall be considered the same as a Hotel Room.

* * *

~~*Servants' Accessory Quarters.*~~ As accessory to multifamily occupancies, Servants' Accessory Quarters means accommodations for such number of servants-workers and other employees as are required by the main occupancy, which accommodations may be detached and may or may not include separate cooking facilities. As accessory to single-family occupancies, Servants' Accessory Quarters means accommodations for such number of servants workers as are required by the main occupancy in personal service and/or for the maintenance of the premises as could reasonably be required, which accommodations may be detached but shall may or may not have separate cooking facilities except in connection with Properties which have a ground area of 15,000 or more square feet. In any occupancy, Accessory Quarters are not required to meet the minimum floor area requirements of the zoning district in which they are located.

* * *

Lot Coverage means the percentage of Lot area that is covered by surfaces impervious to the penetration of water into the ground. For purposes of making maximum Lot Coverage calculations, brick paver surfaces will be counted as 50 percent of their area being impervious, provided evidence is submitted demonstrating, and the Building Department determines that (i)

the pavers are pervious and the underlying sub-base is designed to allow stormwater to percolate into the soil, or (ii) an adequate underground drainage system is provided.

* * *

Next, the Ordinance implements the modernized terminology from the amended definitions (from Servants' Quarters to Accessory Quarters) in the R-1 and R-2 Single Family Residential Districts and clarifies where Accessory Quarters can be built in R-2, as follows:

Sec. 21-96. - Permitted uses.

No Building or land shall be used and no Building shall be erected or constructed on any Lot in the R-1 Single Family Residential District except for the following uses:

- (1) Single-family detached dwelling.
- (2) Parks, playgrounds or municipal buildings owned and operated by the Village.
- (3) Accessory Uses incidental to and customary to single-family detached dwellings. No Accessory Building, attached or detached from the main premises, shall be allowed that is susceptible of being occupied for residential purposes (except by ~~domestic servants~~ as Accessory Quarters).
- (4) Vacation Rentals in accordance with section 21-363.

* * *

Sec. 21-102. - Setbacks. [R-1]

* * *

(b) Garages and ~~Servant's~~ Accessory Quarters may be constructed as a part of the residence Building. If a wall is erected along the rear line of the Lot (the outside face of such wall shall not be nearer than ten feet to the street line), then garages and ~~Servant's~~ Accessory Quarters not more than one Story in height may be constructed as a part of or abutting such wall. Such garage or ~~Servant's~~ Accessory Quarters may have a gateway entry from the Street. Otherwise, garages or ~~Servant's~~ Accessory Quarters must be located not nearer than 20 feet to the rear line of the Lot. No garage or ~~Servant's~~ Accessory Quarters shall exceed 15 feet in height.

Sec. 21-127. - Setbacks. [R-2]

* * *

(d) Accessory Quarters may be constructed as a part of the main residence Building, attached by some means to it, or detached from it.

* * *

The Ordinance also provides an incentive in the R-1 and R-2 Lot Coverage requirements for Accessory Quarters, while implementing the new terminology:

Sec. 21-103. - Maximum Lot Coverage.

The maximum Lot Coverage of all impervious areas in the R-1 Single Family Residential District shall not exceed 50 percent of Lot area. The maximum Lot Coverage by buildings and/or structures shall not exceed 40 percent. ~~Other impervious areas, including, but not limited to, driveways, walkways, decks and similar areas shall not exceed ten percent of the Lot area.~~ Lot Coverage accomplished by a combination of buildings and structures together with other impervious areas shall not exceed ~~be subject to~~ a 50 percent total maximum of Lot Coverage. If an Accessory Quarters is provided, a bonus Lot Coverage increase of 3% shall be allowed (43% maximum Lot Coverage for buildings and structures/ 53% total maximum Lot Coverage).

* * *

Sec. 21-129. - Maximum Lot Coverage.

Maximum Lot Coverage in the R-2 Single Family Residential District shall not exceed 50 percent of Lot area. The maximum Lot Coverage by buildings and/or structures shall not exceed 40 percent. ~~Other impervious areas, including, but not limited to, driveways, walkways, decks and similar areas shall not exceed ten percent of the Lot area.~~ Lot Coverage accomplished by a combination of buildings and structures together with other impervious areas shall not exceed ~~be subject to~~ a 50 percent total maximum of Lot Coverage. If an Accessory Quarters is provided, a bonus Lot Coverage increase of 3% shall be allowed (43% maximum Lot Coverage for buildings and structures/ 53% total maximum Lot Coverage).

* * *

The Ordinance provides an incentive in the RM-5 District by allowing Accessory Quarters to be one or two stories, and modernizes terminology, as follows:

Sec. 21-267. - Setbacks.

No Building or any part thereof, except a second and third story balcony overhang of four feet, may be erected in the RM-5 Multiple Family Residential District nearer to the front line, which is Bal Harbour Boulevard, than 50 feet, or as otherwise shown on the recorded plats of the Residential Section of Bal Harbour, and Resubdivision of Lot 21, Block 12 and Tract F of the Residential Section of Bal Harbour, or nearer to the side lines than 25 feet, or nearer to the rear lines than 50 feet, except that one-story garages and/or ~~Servants'~~ one or two-story Accessory Quarters may be erected within the rear 30 feet of the Lot, but not nearer than five feet to the side or rear lines. All lots in the

RM-5 Multiple Family Residential District except Lots 1 to 3, inclusive, Block 12A, shall be regarded as fronting on Bal Harbour Boulevard. Lots 1 to 3, inclusive, Block 12A, shall be regarded as fronting on Baker's Haulover Inlet.

* * *

Finally, the Ordinance adopts a set of incentives for minimum floor area, parking, and for the Lot area available for Accessory Quarters, which are applicable to verified affordable multiple family rental housing in any of the MF Districts and in the OF Districts, as follows:

Sec. 21-366. - Incentives for Affordable Rental Housing for Permanent Occupancy

For multiple-family rental dwellings for permanent occupancy that are restricted by covenant to be affordable as defined in s. 420.0004, Florida Statutes, for a period of at least 30 years, in any multiple-family residence and the Oceanfront OF zoning districts of this Code, the following incentives are available:

(1) the minimum floor area requirements for all such multiple-family dwellings may be reduced by 10%, and

(2) the total number of parking spaces necessary to satisfy the minimum parking requirements for such multiple-family dwellings may be reduced by 10%, and

(3) Accessory Quarters for such multiple-family dwellings may occupy up to 30% of the maximum Lot area.

As a prerequisite to the issuance of a building permit for any multiple family rental dwelling using any one or more of the above incentives, the Owner shall execute and deliver to the Village for recordation in the public records, on a form approved by the Village Attorney, a deed restriction in favor of the Village ensuring compliance with, and enforcement of, this affordability requirement. Additionally, the property owner shall provide to the Village, each year on January 15, copies of all leases then in effect for the affordable units, together with such other documentation necessary to demonstrate that such leases meet the affordability criteria as set forth in Section 420.0004, Florida Statutes, and confirm that the occupants of the affordable units meet the requirements of the income standards. The Village has the right to audit the evidence of compliance with Section 420.0004, Florida Statutes, at any time if warranted, at the Owner's expense.

Adoption of this Ordinance will modernize the Code and its treatment of accessory quarters in the single and multiple family districts, and provide incentives for affordable multiple family rental housing in the Village.

THE BAL HARBOUR EXPERIENCE

The Ordinance addresses the sustainability of the Village by incentivizing the provision of verified affordable multiple family rental housing and modernizing Code terminology and standards.

CONCLUSION

The Administration recommends the adoption of the Ordinance on First reading.

Attachments:

1. Attachment - Miller BHV Fair Housing Draft Staff Report July 2 2024
2. Attachment - Discussion Item Proposed Ordinance Amendments Related To Fair Housing Opportunities

ORDINANCE NO. 2024____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO CLARIFY AND REVISE DEFINITIONS AND REGULATIONS APPLICABLE TO THE RESIDENTIAL ZONING DISTRICTS, AND TO PROVIDE REGULATORY INCENTIVES FOR AFFORDABLE RENTAL DWELLINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Village (the "Village") Council finds it periodically necessary to amend its Code of Ordinances (the "Village Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Village seeks to amend its Chapter 21 "Zoning" regulations to encourage the development of affordable rental dwellings in the Village; and

WHEREAS, the Village Code already provides for affordable housing by maintaining a range of Multiple-Family Residential zoning districts in addition to its Single-Family Residential zoning districts, and by providing for Servants' Quarters in its Single-Family Residential and Multiple-Family Residential zoning districts; and

WHEREAS, the Village proposes to amend Article I "In General," Article III "District Regulations," and Article IV "Supplementary District Regulations" of Chapter 21 "Zoning" to clarify and amend definitions and regulations applicable to Servants' Quarters, Guest Houses/Rooms, and Accessory Buildings, and related development standards including Lot Coverage, in the Village's single and multi-family residential zoning districts; and

WHEREAS, the Village also proposes to amend Article IV "Supplementary District Regulations" to provide regulatory incentives for the development of affordable rental dwelling units in the Village's RM-5 and Oceanfront OF Districts; and

WHEREAS, the Administration recommended approval of this Ordinance in its report for the July 16, 2024 Village Council meeting; and

WHEREAS, the Village Council, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed public hearing in accordance with law on _____,

2024, determined that this Ordinance is consistent with the Village’s Comprehensive Plan, and recommended approval; and

WHEREAS, the Village Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Village Council has determined that this Ordinance is consistent with the Village’s Comprehensive Plan and in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED 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. **Village Code Amended - Chapter 21.** That Chapter 21 “Zoning” of the Code of Bal Harbour Village, Florida, is hereby amended to read as follows:¹

CHAPTER 21. - ZONING

ARTICLE I. - IN GENERAL

Sec. 21-1. - Definitions and rules of construction.

(a) For the purpose of this chapter, which shall be known as the Zoning Ordinance of Bal Harbour Village, Florida, words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the words "used for" include the meaning "designed for"; the word "structure" includes the word "building"; the word "shall" is mandatory and not directory; and the word "lot" includes the words "plot" and "tract".

(b) Words and terms not defined in this section shall be interpreted in accord with their normal dictionary meaning and customary usage.

(c) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

¹ Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~strikethrough~~. Any changes between first and second reading are shown by highlighted double underline and ~~double strikethrough~~ font.

Accessory Building means a subordinate Building or outbuilding, or a portion of the main Building, which is located on the same Lot or which is on a contiguous Lot, the use of which is clearly incidental to the use of the main Building.

Accessory Uses means uses customarily incident to the principal uses as permitted, but not including any commercial activity. Any Building, the use of which is not clearly accessory and incidental to the main occupancy, shall be considered as a separate occupancy and shall conform to the provisions of this chapter and chapter 6 for such occupancy.

* * *

Family means one or more Persons occupying premises and living together under one head as a single housekeeping unit. The term "Family" shall be deemed to include domestic or personal ~~workers~~ servants, but shall not include paying guests.

* * *

Guest House means a detached Structure or accessory Building intended to be occupied by nonpaying guests in connection with a Single-Family Dwelling, and equipped with sanitary plumbing facilities ~~only~~; it shall provide Rooms and necessary appurtenances for the sleeping accommodations of nonpaying guests and their ~~workers~~ servants, and may or may not but shall not provide cooking facilities. When used in connection with a Multiple-Family Dwelling, a Guest House means a detached dwelling occupied or intended to be occupied for hire and shall be considered an Apartment Unit, with complete living accommodations permitted. Guest Houses are not required to meet the minimum floor area requirements of the zoning district in which they are located.

Guest Room. In connection with a Single-Family Dwelling, Guest Room means a Room in the main or ~~A~~ Accessory Building, occupied or intended to be occupied by nonpaying guests, and equipped with sanitary plumbing facilities ~~only~~, and may or may not include separate cooking facilities. When used in connection with a Multiple-Family Dwelling, Guest Room means a Room in the main Building to be occupied by paying guests, and shall be considered the same as a Hotel Room.

* * *

~~Servants'~~ Accessory Quarters. As accessory to multifamily occupancies, ~~Servants'~~ Accessory Quarters means accommodations for such number of ~~servants~~ workers ~~and other employees~~ as are required by the main occupancy, which accommodations may be detached and may or may not include separate cooking facilities. As accessory to single-family occupancies, ~~Servants'~~ Accessory Quarters means accommodations for such number of ~~servants~~ workers as are required by the main occupancy in personal service and/or for the maintenance of the premises as could reasonably be required, which accommodations may be detached but ~~shall~~ may or may not have separate cooking facilities ~~except in connection with Properties which have a ground area of 15,000 or more square feet~~. In any occupancy, Accessory Quarters are not required to meet the minimum

floor area requirements of the zoning district in which they are located.

* * *

Lot Coverage means the percentage of Lot area that is covered by surfaces impervious to the penetration of water into the ground. For purposes of making maximum Lot Coverage calculations, brick paver surfaces will be counted as 50 percent of their area being impervious, provided evidence is submitted demonstrating, and the Building Department determines that (i) the pavers are pervious and the underlying sub-base is designed to allow stormwater to percolate into the soil, or (ii) an adequate underground drainage system is provided.

* * *

Setback means the minimum horizontal distance between the street line and the front line of the Building, or between the Bulkhead, Seawall or other established line and the Building, or between the side Lot Lines and the Building or any projection, except as otherwise provided in this chapter.

* * *

ARTICLE III. - DISTRICT REGULATIONS.

* * *

DIVISION 2. - R-1 SINGLE FAMILY RESIDENTIAL DISTRICT.

Sec. 21-96. - Permitted uses.

No Building or land shall be used and no Building shall be erected or constructed on any Lot in the R-1 Single Family Residential District except for the following uses:

- (1) Single-family detached dwelling.
- (2) Parks, playgrounds or municipal buildings owned and operated by the Village.
- (3) Accessory Uses incidental to and customary to single-family detached dwellings. No Accessory Building, attached or detached from the main premises, shall be allowed that is susceptible of being occupied for residential purposes (except ~~by domestic servants~~ as Accessory Quarters).
- (4) Vacation Rentals in accordance with section 21-363.

* * *

Sec. 21-99. - Maximum Density.

There shall not be more than one single-family detached dwelling per recorded Lot in the R-1 Single Family Residential District.

* * *

Sec. 21-102. - Setbacks.

(a) No Building or any part thereof, except a second story balcony overhang of four feet, may be erected in the R-1 Single Family Residential District nearer to the Seawall than 40 feet, measured from the outside face thereof, or nearer to the rear line, which is the line abutting the Street, than 15 feet, except as stated hereinafter. The minimum side Setback shall be ten feet for a single-story construction up to 18 feet of Structure Height. For every additional foot in Height above 18 feet, there shall be one additional foot of side Setback for that portion of the building over 18 feet in height. The additional side setback requirement for buildings over 18 feet, provided by this Section, shall not prohibit up to one-third of the length of the side walls of such building from being situated in compliance with the minimum ten-foot side setback, but not fully conforming to the additional setback requirement. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district.

(b) Garages and ~~Servant's~~ Accessory Quarters may be constructed as a part of the residence Building. If a wall is erected along the rear line of the Lot (the outside face of such wall shall not be nearer than ten feet to the street line), then garages and ~~Servant's~~ Accessory Quarters not more than one Story in height may be constructed as a part of or abutting such wall. Such garage or ~~Servant's~~ Accessory Quarters may have a gateway entry from the Street. Otherwise, garages or ~~Servant's~~ Accessory Quarters must be located not nearer than 20 feet to the rear line of the Lot. No garage or ~~Servant's~~ Accessory Quarters shall exceed 15 feet in height.

Sec. 21-103. - Maximum Lot coverage.

The maximum Lot Ceoverage of all impervious areas in the R-1 Single Family Residential District shall not exceed 50 percent of Lot area. The maximum Lot Ceoverage by buildings and/or structures shall not exceed 40 percent. ~~Other impervious areas, including, but not limited to, driveways, walkways, decks and similar areas shall not exceed ten percent of the Lot area.~~ Lot Ceoverage accomplished by a combination of buildings and structures together with other impervious areas shall not exceed ~~be subject to~~ a 50 percent total maximum of Lot Ceoverage. If an Accessory Quarters is provided, a bonus Lot Coverage increase of 3% shall be allowed (43% maximum Lot Coverage for buildings and structures/ 53% total maximum Lot Coverage).

* * *

DIVISION 3. - R-2 SINGLE FAMILY RESIDENTIAL DISTRICT.

Sec. 21-121. - Permitted uses.

No Building or land shall be used and no Building shall be erected or constructed on any Lot in the R-2 Single Family Residential District except for the following uses: any use permitted in the R-1 Single Family Residential District.

* * *

Sec. 21-124. - Maximum Density.

There shall not be more than one single-family detached dwelling per recorded Lot in the R-2 Single Family Residential District.

* * *

Sec. 21-127. - Setbacks.

(a) *Front and rear.* No Building or any part thereof may be erected in the R-2 Single Family Residential District beyond the front Setback lines of 30 feet as shown on the recorded plat of the Residential Section of Bal Harbour, or nearer than 15 feet to the rear Lot Lines. For every additional foot in Height of the Building above 18 feet, there shall be one additional foot of rear Setback for that portion of the building over 18 feet in height. Notwithstanding the above, the rear setback requirements provided by this Section shall not prohibit up to one-fourth of the length of the outside walls of any building, regardless of Height, along the rear property lines from being situated not less than 15 feet from the rear property line. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the District.

(b) *Side.* The minimum side Setback shall be ten feet for single-story construction up to 18 feet of structure Height. For every additional foot in Height above 18 feet, there shall be one additional foot of side Setback for that portion of the building over 18 feet in height. The additional side setback requirement for buildings over 18 feet, provided by this Section, shall not prohibit up to one-third of the length of the side walls of such building from being situated in compliance with the minimum ten-foot side setback, but not fully conforming to the additional setback requirement. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district.

(c) *Pools and pool decks.* Notwithstanding the above, the following shall govern pools and pool decks.

(1) No swimming pool may be constructed within ten feet of the rear and side Setback or Yard lines.

(2) On corner lots no swimming pool may be constructed nearer than 15 feet to the platted Lot Lines adjacent to any vehicular right-of-way, as shown on the recorded plat of the Residential Section of Bal Harbour.

(3) Pool decks shall not be included for purposes of determining the Setbacks.

(4) Pools and decks shall be obscured by a decorative wall, fence, hedge or other equivalent screening five feet in height.

(d) Accessory Quarters may be constructed as a part of the main residence Building, attached by some means to it, or detached from it.

* * *

Sec. 21-129. - Maximum Lot coverage.

Maximum Lot Coverage in the R-2 Single Family Residential District shall not exceed 50 percent of Lot area. The maximum Lot Coverage by buildings and/or structures shall not exceed 40 percent. ~~Other impervious areas, including, but not limited to, driveways, walkways, decks and similar areas shall not exceed ten percent of the Lot area.~~ Lot Coverage accomplished by a combination of buildings and structures together with other impervious areas shall not exceed be subject to a 50 percent total maximum of Lot Coverage. If an Accessory Quarters is provided, a bonus Lot Coverage increase of 3% shall be allowed (43% maximum Lot Coverage for buildings and structures/ 53% total maximum Lot Coverage).

* * *

DIVISION 9. - RM-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT

* * *

Sec. 21-267. - Setbacks.

No Building or any part thereof, except a second and third story balcony overhang of four feet, may be erected in the RM-5 Multiple Family Residential District nearer to the front line, which is Bal Harbour Boulevard, than 50 feet, or as otherwise shown on the recorded plats of the Residential Section of Bal Harbour, and Resubdivision of Lot 21, Block 12 and Tract F of the Residential Section of Bal Harbour, or nearer to the side lines than 25 feet, or nearer to the rear lines than 50 feet, except that one-story garages and/or ~~servants' one or two-story Accessory Quarters~~ one or two-story Accessory Quarters may be erected within the rear 30 feet of the Lot, but not nearer than five feet to the side or rear lines. All lots in the RM-5 Multiple Family Residential District except Lots 1 to 3, inclusive, Block 12A, shall be regarded as fronting on Bal Harbour Boulevard. Lots 1 to 3, inclusive, Block 12A, shall be regarded as fronting on Baker's Haulover Inlet.

* * *

ARTICLE IV. - SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 21-355. - Accessory Buildings.

(a) Unless specifically permitted in the district regulations, Accessory Buildings shall not occupy in aggregate more than 20 percent of the maximum Lot area.

(b) No Accessory Building, including Cabanas, shall be constructed except concurrently with or subsequent to the construction of the main Building.

(c) In addition to other applicable requirements, the following requirements shall apply to canvas structures used as Carports:

(1) Color canvas used shall complement the color of the home which it serves. Tints and shades of home color shall be acceptable.

(2) Carports must be screened so as not to be seen from the Street.

(3) Carport structures shall be designed to incorporate architectural elements of the residence or other primary building on the property. Metal framing structures shall be clad with architectural materials.

* * *

Sec. 21-366. - Incentives for Affordable Rental Housing for Permanent Occupancy

For multiple-family rental dwellings for permanent occupancy that are restricted by covenant to be affordable as defined in s. 420.0004, Florida Statutes, for a period of at least 30 years, in any multiple-family residence and the Oceanfront OF zoning districts of this Code, the following incentives are available:

(1) the minimum floor area requirements for all such multiple-family dwellings may be reduced by 10%, and

(2) the total number of parking spaces necessary to satisfy the minimum parking requirements for such multiple-family dwellings may be reduced by 10%, and

(3) Accessory Quarters for such multiple-family dwellings may occupy up to 30% of the maximum Lot area.

As a prerequisite to the issuance of a building permit for any rental dwelling using any one or more of the above incentives, the Owner shall execute and deliver to the Village for recordation in the public records, on a form approved by the Village Attorney, a deed restriction in favor of the Village ensuring compliance with, and enforcement of, this affordability requirement. Additionally, the property owner shall provide to the Village, each year on January 15, copies of all leases then in effect for the affordable units, together with such other documentation necessary to demonstrate that such leases meet the affordability criteria as set forth in Section 420.0004, Florida Statutes, and confirm that the occupants of the affordable units meet the requirements of the income standards. The Village has the right to audit the evidence of compliance with Section 420.0004, Florida Statutes, at any time if warranted, at the Owner's expense.

Secs. 21-~~366~~367–21-380. - Reserved.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour Village Code; that the sections of this Ordinance may be renumbered or

relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective upon adoption on second reading. This Ordinance shall apply only to building permits for which a process number is issued after the effective date of this Ordinance.

PASSED AND ADOPTED on first reading this 17th day of September, 2024.

PASSED AND ADOPTED on second reading this ___ day of _____, 2024.



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 COMMUNITY DEVELOPMENT MEMORANDUM

To: Jorge M. Gonzalez
Village Manager

From: Michael J. Miller, AICP
Consultant Village Planner

Date: July 2nd, 2024

Subject: Proposed Code Amendments
Chapter 21 Zoning
Accessory Units / Fair Housing Opportunities
MMPA Acct. No.: 00-1103-0100

ISSUE

The provision of sufficient and affordable housing has long been a goal of the State of Florida and local governments. The State's population has grown tremendously over the years from the earliest coastal areas to inland locations up to the Everglades boundaries. In recent years redevelopment of the early developed areas, often at higher densities, has occurred. Most of the original development in the state occurred near coastal areas following the Flagler Railroad corridor and early major roadway corridors such as Federal Highway (US 1), Dixie Highway and State Road A1A. As of 2024 there is very little vacant undeveloped land left in South Florida.

Bal Harbour is approximately 290 acres in size, of which 40 are submerged lands and 245.3 are developed. Only about 4.32 acres remain vacant. Bal Harbour was developed beginning in 1929 when sand dunes and mangroves were razed, drained, filled and bulk-headed. During World War II, the entirety of Bal Harbour was leased by its developers to the U.S. Government. In 1946, the owners, Miami Beach Heights, Inc., incorporated the land into a town. At that time, the land was subdivided and platted. Development during the 1950's was mostly single-family houses, most of which still stand today, although a great deal of renovation and/or redevelopment has occurred. Development in the 1960's was mostly of hotels and apartment houses. During the 1970's high-rise residential buildings were built along the oceanfront, and some redevelopment was experienced, as some hotels were transformed into high-rise residential buildings. Since 2000 some of the oceanfront sites were redeveloped, including the former Harbour House North site into a mixed-use hotel / residential complex, the former Sheraton Hotel Resort was also redeveloped into a mixed-use hotel / residential complex, and the former Beach Club site was redeveloped into a high-rise residential complex.

Existing Community Design – The Village was completely master-planned in 1947 and is essentially built-out as an exclusive high-end community, with distinct segregated land use areas (known as Euclidian Zoning). This includes high-rise residential / hotel / resort development along the Atlantic Ocean east of Collins Avenue, low-rise (2-4 story) multifamily

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development located along the west side on Collins Avenue and at a few other locations within the gated area along Park Drive at the south end of the community or near the Haulover Inlet, single-family homes within the gated area between Park Drive and the Indian Creek Waterway, the Bal Harbour Shops Mall located west of Collins Avenue and north of 96th Street, a small commercial site north of 96th Street between Collins Avenue and Harding Avenue, various municipal facilities (Village Hall / Parks / beach / etc.) and various private open spaces and recreational facilities (passive parks / marina).

The community can be best described as fully master-planned exclusive suburban neighborhood to the City of Miami. The Village was always envisioned / planned and built as a high-end enclave with expensive housing for the oceanfront location. In close proximity to the Village are a number of other municipalities on the coastal barrier island and mainland that provide abundant quantity and types of housing easily accessible by vehicles, mass transit, bicycles and pedestrian. While the primary housing opportunities in Bal Harbour are limited and expensive, the developer and Village have always allowed some accessory housing as an integrated part of single-family homes and some multiple-family homes – so called accessory housing for in-house help such as maids / child nanny's / workers / servants). Most of the existing older and new single-family homes have an in-house living quarters (bedroom & bath / some with limited cooking facilities), and a few of the RM-5 Multiple-family District complexes located on the west side of Collins Avenue have such living quarters adjoining their west property lines (buffer wall & open space along Park Drive Drive). On average the accessory living facilities range from about 200-300 square feet in size.

In urban planning every city is not expected to provide every land use type or every type of housing. Location, community design, infrastructure availability, and in the case of the coastal barrier islands and coastal mainland areas are not appropriate for large concentrations of people due to potential hurricane / tropical storm evacuation concerns. It is a long-standing policy of the State of Florida to discourage higher density population concentrations near the coastlines due to storm surge, and now increased sea level rise. In fact, in 2007 the State of Florida mandated as part of the Village's Comprehensive Plan updates that a Policy be included in the Coastal Management Element that prohibits the Village from allowing increased residential density over what was allowed at that time by the Future Land Use Map (FLUM) and Land Development Regulations (LDRs). The State of Florida refused to find the Village's Comprehensive Plan "In-Compliance" unless the Village included the density increase policy.

During the Florida Legislature's 2023 session, the so-called "Live Local Act of 2023" (Chapter 2023-17 Laws of Florida, which established Section 166.04151(7) of the Florida Statutes), was adopted under Senate Bill 102 and signed into law by the Governor on March 29th, 2023. The stated purpose of this law was to promote the development and availability of "**affordable housing**" in the state. The Act provides that a municipality must authorize multifamily housing and mixed-use residential as allowable uses in any area zoned commercial, industrial, or mixed-use if at least 40% of the residential uses in a proposed multifamily development are, for a period of at least 30 years, affordable as defined in Sec. 420.0004. A municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the

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building height, zoning and densities, and other provisions authorized under this subsection. For mixed-use residential projects, at least 65% percent of the total square footage must be used for residential purposes. Sec. 166.04151(7) includes a number of implementing provisions related to allowable density, building height, and approval procedures. More specifically, the Act requires that any such proposal be administratively approved by the local government and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such uses and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, setbacks and parking regulations. Except as otherwise provided in the subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

After the adoption of the original 2023 Live Local Act (LLA) and proposed 2024 LLA updates, the Village discussed the possible implications to the Village. After considerable analysis and study, the Village has adopted several Land Development Regulation (LDR) Code amendments to address the LLA, as well as ongoing modernization of various Codes.

Recently the Village received an application for a LLA mixed-use development within the Bal Harbour Shops (BHS) site. The applicant has accused the Village of being exclusionary; however, as explained above, the Village is master-planned, and the Complan / laws prohibit massive residential density increases. In fact, the developer of the Bal Harbour Shops (Stanley Whitman) was part of the group that designed and set forth the future urban design parameters of the Village, and was known as a racial and religious exclusionist, and supported density limits. It is odd the Village is now accused of development limitations, when in fact, as stated above, the Village has always allowed accessory units for other than the primary owners, as many other similar high-end communities allow (Palm Beach / Indian Creek / Gulf Stream / etc.).

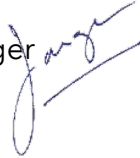
While the Village Code has allowed such accessory housing since the Village was created, and many homes include such uses, the Village is cognizant of the laws and need for additional housing and seeks to encourage the inclusion of accessory housing. As part of this effort, the Village is proposing some Code amendments to modernize the Code and incentivize the practice of providing accessory housing. In addition to definition and term updates, changes could be included to increase Lot Coverage allowances and other incentives. In addition, a few other miscellaneous Code updates are proposed.

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: May 21, 2024

SUBJECT: **Discussion Regarding Proposed Ordinance Amendments Related to Fair Housing Opportunities.**

BACKGROUND

As part of the presentation for the Live Local ordinance amendments enacted a few months ago, I indicated that staff would continue to examine the Village Code and identify additional amendments for consideration as appropriate. The below discussion items are opportunities that have been identified to further enhance or clarify the Village code to encourage a full range of fair housing opportunities as development or redevelopment occurs in our community. These are presented for the Village Council's review and guidance. Based on this discussion, staff will work to draft and develop the appropriate ordinance amendments for Village Council action.

It is appropriate for the Village Council to discuss and provide Staff with their direction.

SUMMARY OF PROPOSED ORDINANCE REVISIONS

1. Modernize definitions in the Chapter 21, Zoning, of the Code of Ordinances, which allow for accessory dwellings to be occupied by persons working for the occupants of the main tenancy in the single and multiple family zoning districts - "servants" to "workers".
2. Liberalize regulations of Accessory Quarters and Guest Houses in single family and multiple family zoning districts, as follows:
 - Clarify that Guest Houses and Accessory Quarters do not need to meet the minimum floor areas,
 - Consider whether to allow Guest Houses and Accessory Quarters to encroach into the side setbacks if not otherwise limited by easements or the plats to be reduced,
 - Consider whether to allow Guest Houses and Accessory Quarters to encroach into the rear setbacks if not otherwise limited by easements or the plats to be reduced if they have granted the front easements to replace the rear easements for all utilities,
 - Consider allowing Accessory Quarters for multiple family dwellings in RM-5 along Collins Avenue to be two stories in height and to be located closer to the rear property line if they provide a taller perimeter wall, to act as additional buffers and security for the gated community.

3. Consider adopting the following incentives for affordable housing into the Supplemental Regulations of Chapter 21, that would apply in any Village multiple-family residential zoning district and the Oceanfront OF zoning district if the unit is covenanted to be affordable for 30 years per s. 420.0004, Florida Statutes:
 - Reduction of minimum floor area by 10% or some other amount
 - Reduction of required parking spaces by 10% or some other amount
 - Increase of maximum Lot coverage of 10% or some other amount
 - Allow Accessory Quarters to occupy up to 30% of the maximum Lot area or some other amount.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO ESTABLISH DEFINITIONS AND REGULATIONS APPLICABLE TO MARIJUANA USES; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council adopt this Ordinance that establishes a clear prohibition of marijuana retail uses in conformance with state law, in advance of the potential voter approval of Amendment 3 approving marijuana for adult personal use in Florida which is on November 5, 2024 Ballot?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The use of marijuana has become increasingly prevalent following changes in state laws regarding its medical use. It is currently a felony of the third degree to sell, manufacture, deliver, or possess with intent to sell, manufacture, or deliver, cannabis in Florida, outside of the medical marijuana system created by constitutional amendment in 2016.

Recently, the Florida Supreme Court approved the inclusion of a question to again amend the Florida Constitution, on the ballot for the November 2024 election, to legalize adult personal use of marijuana. The effect of the question is summarized as follows: A "yes" vote supports legalizing marijuana for adults 21 years old and older and allowing individuals to possess up to three ounces of marijuana. A "no" vote opposes legalizing marijuana for adult use in Florida.

If Amendment 3, the Marijuana Legalization Initiative, is approved by the voters, the effective date of the legalization of adult personal use of marijuana will be six months after voter approval, allowing sufficient time for the necessary state regulatory framework to be established.

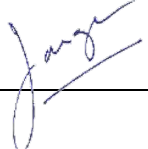
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

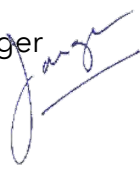


BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO ESTABLISH DEFINITIONS AND REGULATIONS APPLICABLE TO MARIJUANA USES; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance.

BACKGROUND

The use of marijuana has become increasingly prevalent following changes in state laws regarding its medical use. It is currently a felony of the third degree to sell, manufacture, deliver, or possess with intent to sell, manufacture, or deliver, cannabis in Florida, outside of the medical marijuana system created by constitutional amendment in 2016.

Recently, the Florida Supreme Court approved the inclusion of a question to amend the Florida Constitution, on the ballot for the November 2024 election, to legalize adult personal use of marijuana. The effect of the question is summarized as follows:

A "yes" vote supports legalizing marijuana for adults 21 years old and older and allowing individuals to possess up to three ounces of marijuana.

A "no" vote opposes legalizing marijuana for adult use in Florida.

If Amendment 3, the Marijuana Legalization Initiative, is approved by the voters, the effective date of the legalization of adult personal use of marijuana will be six months after voter approval, allowing sufficient time for the necessary state regulatory framework to be established.

Nonetheless, it is important to note that, as was the case with medical marijuana, the legalization of adult personal use of marijuana would apply only to Florida law, and does not change or immunize violations of federal law. The substance remains a DEA Schedule 1 controlled substance (e.g., heroin, LSD—no currently accepted medical use—high potential for abuse—cannot be studied without extraordinary approvals and controls), although the U.S. Department of Justice just announced that it is looking at rescheduling it to a Schedule 3 drug (e.g., Tylenol with codeine, testosterone—moderate to low potential for dependence—can study).

The Village Code currently does not specifically address marijuana use. State law limits the range of policy choices available for regulations. Municipalities are completely preempted from regulating processing or cultivating centers. Municipalities can either prohibit dispensing facilities (e.g., retail stores), or regulate them in the same manner as pharmacies/drug stores. The relevant statutory language follows:

Section 381.986. Medical use of marijuana.–

* * *

(11) PREEMPTION.–Regulation of cultivation, processing, and delivery of marijuana by medical marijuana treatment centers is preempted to the state except as provided in this subsection.

(a) A medical marijuana treatment center cultivating or processing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school.

(b)1. A county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.

2. A municipality may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, medical marijuana treatment center dispensing facilities located within the boundaries of that municipality. A county may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, all such dispensing facilities located within the unincorporated areas of that county. Except as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465. A municipality or county may not charge a medical marijuana treatment center a license or permit fee in an amount greater than the fee charged by such municipality or county to pharmacies. A dispensing facility location approved by a municipality or county pursuant to former s. 381.986(8)(b), Florida Statutes 2016, is not subject to the location requirements of this subsection.

(c) A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private

elementary school, middle school, or secondary school unless the county or municipality approves the location through a formal proceeding open to the public at which the county or municipality determines that the location promotes the public health, safety, and general welfare of the community.

Drug stores are currently allowed as a conditional use in the Village's B Business District, which requires site plan review before approval. The B District also allows other, unspecified conditional uses if they are determined to have similar impacts and be compatible: "Other uses with similar impacts as may be permitted by the Village Council, after a public hearing, provided that such uses are compatible with and do not adversely affect the character of the "B" Business District." With the state law requiring that marijuana uses be treated similarly to drug stores, it is likely a marijuana use would argue it could seek approval following the process for drug stores, and avoid having to meet the compatibility standard applicable to "other uses."

Given the constitutional amendment and the expansion of marijuana uses that may follow its potential approval, the Administration presented a discussion item to the Village Council at its July meeting, and received a consensus to proceed with preparing this Ordinance to establish clear regulations. The Ordinance first defines terms in Section 21-1, as follows:

Marijuana. Any strain of cannabis or marijuana, in any form, that is authorized by State law to be dispensed or sold in the State of Florida. May also be referred to as "Medical Marijuana." Includes marijuana for adult personal use and any other marijuana that may be authorized by State law.

Marijuana retail center. A retail establishment, licensed by the Florida Department of Health or other agency of the State of Florida as a "medical marijuana treatment facility," "medical marijuana treatment center," "dispensing organization," "dispensing facility" or similar use, that sells and dispenses medical marijuana, marijuana for adult personal use, or marijuana of any kind.

It then establishes regulations in Section 21-79, prohibiting the use throughout the Village. The Ordinance also takes the opportunity to more specifically and clearly provide for how prohibited uses will be interpreted.

Sec. 21-79. - Prohibited uses.

(a) *Marijuana retail center.* In accordance with F.S. § 381.986, as it may be amended, it is hereby expressly provided that marijuana retail centers are prohibited within the Village in each and every zoning district.

(b) *Other prohibited uses.* Except as provided in any applicable zoning district regulations, any use not specifically identified as a permitted, conditional,

accessory, or temporary use within a zoning district is prohibited in that zoning district.

THE BAL HARBOUR EXPERIENCE

The adoption of this Ordinance is aligned with the Village's stated mission through *the Bal Harbour Experience*.

CONCLUSION

The adoption of this Ordinance establishes a clear prohibition of marijuana retail uses in conformance with state law, in advance of the potential voter approval of Amendment 3 approving marijuana for adult personal use in Florida on November 5, 2024. I recommend approval of this item.

ORDINANCE NO. 2024____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO ESTABLISH DEFINITIONS AND REGULATIONS APPLICABLE TO MARIJUANA USES; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Village (the "Village") Council finds it periodically necessary to amend its Code of Ordinances (the "Village Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the use of marijuana has become increasingly prevalent following changes in state laws regarding its medical and recreational use; and

WHEREAS, the Florida Supreme Court has approved the inclusion of a question regarding the legalization of adult personal use of marijuana on the ballot for the upcoming election in November; and

WHEREAS, should the legislation be approved by voters, the effective date of the legalization of adult personal use of marijuana will be six months after voter approval, allowing sufficient time for the necessary regulatory frameworks to be established; and

WHEREAS, current Village regulations do not address marijuana uses, requiring Village interpretation as to their potential enforcement; and

WHEREAS, clear and detailed regulations will promote compliance, enhance public safety, and support the responsible use of marijuana; and

WHEREAS, accordingly, the Village Council desires to amend the Village Code to establish requirements related to marijuana within the Village; and

WHEREAS, the Village seeks to amend its Chapter 21 "Zoning", Article III "District Regulations" to create Section 21-79 to establish definitions and regulations applicable to marijuana uses; and

WHEREAS, the Administration recommended approval of this Ordinance in its report for the July 16, 2024 Village Council meeting; and

WHEREAS, the Village Council, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed public hearing in accordance with law on _____, 2024, determined that this Ordinance is consistent with the Village’s Comprehensive Plan, and recommended approval; and

WHEREAS, the Village Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Village Council has determined that this Ordinance is consistent with the Village’s Comprehensive Plan and in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED 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. **Village Code Amended - Chapter 21.** That Chapter 21 “Zoning” of the Code of Bal Harbour Village, Florida, is hereby amended to read as follows:¹

CHAPTER 21. - ZONING

ARTICLE I. - IN GENERAL.

Sec. 21-1. - Definitions and rules of construction.

(a) For the purpose of this chapter, which shall be known as the Zoning Ordinance of Bal Harbour Village, Florida, words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the words "used for" include the meaning "designed for"; the word "structure" includes the word "building"; the word "shall" is mandatory and not directory; and the word "lot" includes the words "plot" and "tract".

(b) Words and terms not defined in this section shall be interpreted in accord with their normal dictionary meaning and customary usage.

(c) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a

¹ Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~striketrough~~. Any changes between first and second reading are shown by highlighted double underline and ~~double striketrough~~ font.

different meaning:

* * *

Lot Width means the mean width of a Lot measured at right angles to its depth.

Marijuana. Any strain of cannabis or marijuana, in any form, that is authorized by State law to be dispensed or sold in the State of Florida. May also be referred to as "Medical Marijuana." Includes marijuana for adult personal use and any other marijuana that may be authorized by State law.

Marijuana retail center. A retail establishment, licensed by the Florida Department of Health or other agency of the State of Florida as a "medical marijuana treatment facility," "medical marijuana treatment center," "dispensing organization," "dispensing facility" or similar use, that sells and dispenses medical marijuana, marijuana for adult personal use, or marijuana of any kind.

Mechanical Equipment includes but is not limited to air conditioning compressors and condensers, heating-ventilation equipment, electrical transformers, and pool or spa equipment, ground-mounted or on pads.

* * *

ARTICLE III. - DISTRICT REGULATIONS.

* * *

Sec. 21-79. - Prohibited uses.

(a) *Marijuana retail center.* In accordance with F.S. § 381.986, as it may be amended, it is hereby expressly provided that marijuana retail centers are prohibited within the Village in each and every zoning district.

(b) *Other prohibited uses.* Except as provided in any applicable zoning district regulations, any use not specifically identified as a permitted, conditional, accessory, or temporary use within a zoning district is prohibited in that zoning district.

Secs. 21-7980–21-95. - Reserved.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance and they shall

remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective upon adoption on second reading. This Ordinance shall apply only to building permits for which a process number is issued after the effective date of this Ordinance.

PASSED AND ADOPTED on first reading this 17th day of September, 2024.

PASSED AND ADOPTED on second reading this ___ day of _____, 2024.



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; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY.

Issue:

Should Village Council approve the final millage rate of 2.1439 mills, as recommended by the Village Budget Advisory Committee and the Village Manager?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

It is recommended the Village Council Approve and Adopt the final millage rate of 2.1439. The final rate for this upcoming year is comprised of two calculations. The current service level rate of 1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, this year the Village has been involved in pending and threatened litigation. These claims are not covered by insurance nor are they limited by state statute and without proper funding, are anticipated to have a material adverse effect on the financial position of the Village. This item was presented and approved by Council at the First Budget Hearing on September 10, 2024.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

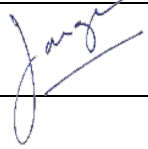
Advisory Board Recommendation:

The Village Budget Advisory Committee voted unanimously to recommend a millage rate (that would include the current millage rate plus the establishment of BHS Processing and Defense Fund) and the FY 2024-25 Final Operating and Capital Budget as presented.

Financial Information:

	Amount	Account	Account #
	\$12,876,500	Ad Valorem Taxes	01-00-311000
	\$1,169,500	Ad Valorem Taxes - BHS Processing and Defense Fund	01-00-311200

Sign off:

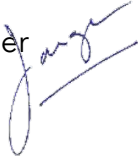
	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council approve the Final FY 2024-25 Operating and Capital Budget as presented and adopt the Final millage rate of 2.1439 mills. The Final millage rate for this upcoming year is comprised of two calculations. The current service level rate of 1.9654 plus the establishment of the Bal Harbour Shops (BHS) Processing and Defense Fund with a rate of 0.1785. This item was presented and approved by Council at the First Budget Hearing on September 10, 2024.

INTRODUCTION

The FY 2024-2025 Final Budget reflects the Final millage rate of 2.1439 mills which is comprised of two calculations. Keeping the current service level rate of 1.9654 would generate \$12,876,500; as opposed to \$11,727,100 for the current year's budgeted revenue to fund the ongoing operations of the Village. The current service level rate of 1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, this year, it is also recommended that we establish a BHS Processing and Defense Fund with a rate of 0.1785 mills, which would generate \$1,169,500 to fund the expenses to review, process, and likely defend the Village from challenges arising from the proposed development project submitted by the Whitman Family Development group earlier this year. The current service rate accounts for approximately fifty-seven percent of the General Fund's FY 2024-25 Final Operating Revenues. Ad valorem tax or "property tax" is a major source of revenue for local governments in Florida. "Ad valorem" is Latin for "the value of." Ad valorem taxes comprised the majority of total county revenue as well as total municipal revenues. This makes it by far the largest single source of general revenue for general-purpose governments in Florida.

Bal Harbour Village continues to maintain a very strong financial position in all of our funds, due to our disciplined approach to resource allocation, careful management practices, and conservative fiscal policies.

As you know, Bal Harbour Village has three (3) primary funds used for Village operations - the General Fund, the Resort Tax Fund, and the Water and Wastewater Utility Fund. The total Final Operating and Capital Budget for all major funds is \$43,248,100 [this includes \$8,818,200 of Capital Improvement Program (CIP) appropriations, minor equipment and reserves; and funding for the Bal Harbour Shops (BHS) Processing and Defense Fund of \$1,169,500]. In addition, we continue to provide management and operational services to the Gated Community Area, with the Security and Landscape Fund. For next fiscal year, the Final Operating and Capital Budget for this fund is \$1,573,300 (to include reserves of \$368,000).

Significant investments continue to be made in the various capital improvement projects in our public spaces and infrastructure with a total of \$7,367,200 in proposed capital project-related appropriations. The Village has developed a long-term vision for the future of our community with a multi-year capital improvement program with the appropriation of funding toward several capital projects in the Village. These CIP projects include investment towards the Harbourfront Park - Jetty/Cutwalk, the future Village Hall, and the utility infrastructure (sewer, water, and stormwater) improvement projects underway.

TAX ROLL, MILLAGE RATE, AD VALOREM REVENUE, AND ROLLED-BACK RATE

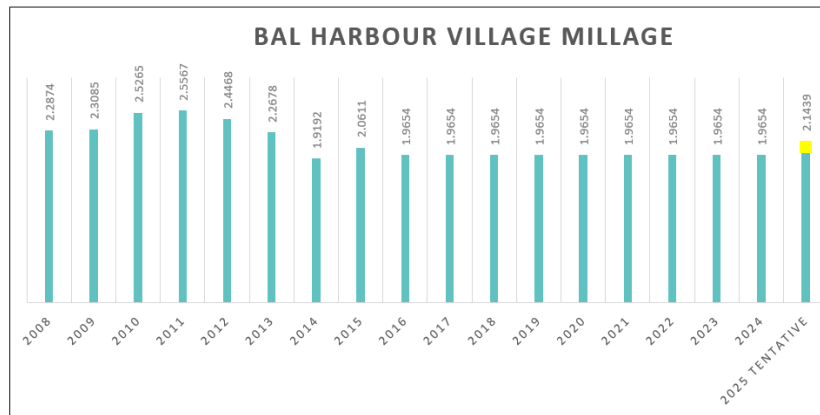
The tax roll certified by the Miami-Dade County Property Appraiser on July 01, 2024, is \$6,896,439,848, which is an increase of 9.8% from the same value last year. Keeping the current rate of 1.9654 to fund operations would generate \$12,876,500; as opposed to \$11,727,100 for the current year's budgeted revenue. The current rate of 1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, this year it is also recommended that we establish a BHS Processing and Defense Fund with a 0.1785 millage rate which would generate \$1,169,500 to fund the expenses to review, process, and likely defend the Village from challenges arising from the proposed development project submitted by the Whitman Family Development group earlier this year. At the Final millage rate of 2.1439 mills (which includes a rate of 0.1785 for the establishment of a BHS Processing and Defense Fund), and calculated at 95% of the adjusted taxable value certified as required per F.S. 200.065(1)(a)1, the ad valorem revenue budgeted is \$14,046,000. The overall preliminary property tax value increase results from property sales and new construction that occurred during calendar year 2023. This increase is timely due to increased costs resulting from increased insurance and labor costs; as well as continuing to invest in our capital projects. This increase, however, is subject to changes that will likely result from appeals to the Value Adjustment Board Hearings.

The current rolled-back rate for FY 2024-2025 would be 1.7949 mills. The rolled-back rate, calculated as required by the Florida State Department of Revenue will provide the same ad valorem tax revenue during the prior year exclusive of new construction and improvements. The preliminary Final millage rate of 2.1439 mills is slightly higher (.3490) than the current year aggregate roll-back rate. The state-required methodology for calculating the rolled-back rate requires the use of the current year's gross roll value.

FINAL MILLAGE RATE HISTORY & ANALYSIS

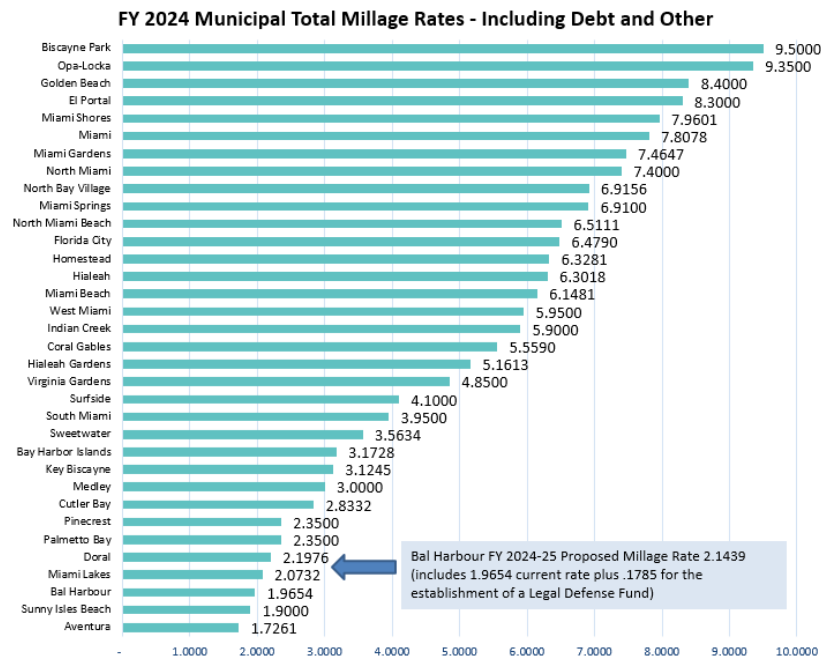
Since FY 2007 the millage rate for the Village has dropped significantly, by over 32% since 2007 from 2.9020 mills to 1.9654 mills for the current year. The Final millage rate of 2.1439 for FY 2024-2025 represents the current millage rate of 1.9654, plus a 0.1785 millage adjustment for the upcoming fiscal year to establish the BHS Processing and Defense Fund.

Maintaining this historically low millage rate for the last eight fiscal years has allowed the Village to provide stable service delivery and plan for future capital projects through the appropriation of funding on an annual basis. The following chart reflects the millage rates from FY 2008 through FY 2024, and the continuation of the current rate of 1.9654, plus a rate of 0.1785 for the BHS Processing and Defense Fund for FY 2025:



Currently, the FY 2023-2024 adopted millage rate for Bal Harbour Village is the third lowest municipal millage rate (including debt and other rates) in Miami-Dade County as compared to other cities. It is the only long-established municipality within the grouping of the lowest nine millage rates for Miami-Dade County cities. In addition, Bal Harbour Village represents the second lowest total combined (inclusive of Millage rates charged by overlapping jurisdictions) millage rate in Miami-Dade County Cities.

The following chart reflects the FY 2024 adopted millage rates for Miami-Dade County municipalities:



It is recommended that Village Council set a final millage rate for Fiscal Year 2024-2025, at 2.1439 mills (represents the current millage rate of 1.9654, plus a 0.1785 millage adjustment for the upcoming fiscal year to establish a BHS Processing and Defense Fund), a rate which is 2.1439 per \$1,000 of assessed property value. The Final millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2024 estimated adjusted Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield \$14.05 million, for FY 2024-2025.

The recommended FY 2024-2025 preliminary millage ceiling outlined for your consideration allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts for property insurance, contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, and additional pay-as-you-go funds toward future capital projects; as well as the establishment of a BHS Processing and Defense Fund of \$1,169,500. These funds will be used to fund current and future legal and related defense costs.

In developing the Final Budget, we considered the residual impacts that the COVID-19 Pandemic has had on costs and availability of supplies and labor, as well as the impact that high inflation continues to have on expenses, opportunities for cost savings or efficiencies.

BUDGET ADVISORY COMMITTEE RECOMMENDATION

The Bal Harbour Village Budget Advisory Committee (BAC) was established to assist with the development of the budget and fiscal policy. The BAC began meeting in June 2024 to review the development of the Proposed Budget for FY 2024-25, and to provide recommendations for the Village Council's consideration. The Budget Advisory Committee met throughout the summer and as recently as August 6, 2024, to review current year progress and to provide advisory recommendations on the budget development process. In addition to carefully reviewing at a "line item" level, the Committee also reviewed four of the larger cost centers; Police, Public Works and Beautification; Recreation, Arts & Culture; and Capital Projects; along with the recommended millage rate, and proposed operating and capital budgets. The Committee voted unanimously to recommend the proposed operating budget, water and sewer rates, and the solid waste assessment.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's mission through The Bal Harbour Experience. The Final millage rate determines the ad valorem revenue for the General Fund which funds a myriad of general governmental services. Every element of the Bal Harbour Experience is funded in part through General Fund resources and therefore are supported by this item.

CONCLUSION

The recommended FY 2024-25 Final millage rate outlined for consideration by the Village Council allows the Village to maintain current service levels (while providing for funding to mitigate inflationary impacts, anticipated Value Adjustment Board actions, and to advance Village-wide capital improvements) and protect the quality of life of our residents, relative to the property development application submitted by the Whitman Family Development group.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser ("Property Appraiser") has certified the taxable value within Bal Harbour Village (the "Village") for the year 2024 which includes all real property within the Village; and

WHEREAS, on July 9, 2024, the Village Council adopted Resolution No. 2024-1647 providing the Final millage rate for the fiscal year commencing October 1, 2024, and further scheduled the first public hearing on the millage rate as required by Section 200.065, Florida Statutes, and the first public hearing having been held as scheduled on Tuesday, September 10, 2024 at 6:30 P.M., as described in the Property Appraiser's TRIM mailing and Village website; and the final public hearing having been held as scheduled on Tuesday, September 17, 2024, at 6:30 P.M., as described on the Village's website and TRIM publication; and

WHEREAS, the Village Council and the Village Manager have reviewed the Final Fiscal Year 2024-25 Budget for the Village and have considered an estimate of the necessary expenditures contemplated in the Budget and have determined that the tax levy set forth below, along with other available revenue, provides the necessary funds for such expenditures.

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

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Adoption of Final Millage. The FY 2024-25 Final millage rate for Bal Harbour Village is hereby adopted at a rate of 2.1439 mills, which is 19.44% higher than the rolled-back rate of 1.7949 mills.

Section 3. Conflicts. All sections or parts of sections of Village Resolutions that conflict with this Resolution are repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Resolution are deemed to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of the Resolution, but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

Mayor Jeffrey Freimark _____

Vice Mayor Seth Salver _____

Councilman David Albaum _____

Councilman Buzzy Sklar _____

Councilman David Wolf _____

PASSED AND ADOPTED this 10th day of September, 2024.

PASSED AND ADOPTED this 17th day of September, 2024.



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 AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2024-25; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the FY 2024-25 Final Operating & Capital Budget as recommended by the Village Budget Advisory Committee and the Village Manager?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

It is recommended that the Council approve the Final FY 2024-25 Operating and Capital Budget as presented. The Operating and Capital Budget as Final includes a multi-year Capital Plan for the Village, allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts for property insurance, contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, and additional pay-as-you-go funds toward future capital projects; as well as the establishment of a BHS Processing and Defense Fund of \$1,169,500. Below is a breakdown of the allocations Final for FY 2024-25 for each distinct Fund. This item was presented and approved by Council at the First Budget Hearing on September 10, 2024.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE FINAL BUDGET.

Advisory Board Recommendation:

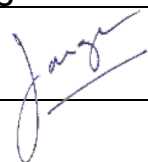
The Village Budget Advisory Committee voted to unanimously recommend the FY 2024-25 Final Operating and Capital Budget as presented.

Financial Information:

	Amount	Account	Account #
	\$ 30,558,200	General Fund	Various
	\$ 5,860,000	Resort Tax Fund	Various
	\$ 6,829,900	Water & Wastewater Fund	Various
	\$ 1,573,300	Security & Landscape Fund	Various

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2024-25; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that Council approve the Final FY 2024-25 Operating and Capital Budget as presented and adopt the final millage rate of 2.1439 mills. The final millage rate for this upcoming year is comprised of two calculations. The current service level rate of 1.9654 plus the establishment of the Bal Harbour Shops (BHS) Processing and Defense Fund with a rate of 0.1785. This item was presented and approved by Council at the First Budget Hearing on September 10, 2024.

BACKGROUND

I am pleased to present the Final Operating and Capital Budget for Fiscal Year (FY) 2024-25 for Bal Harbour Village, which commences on October 1, 2024 and ends on September 30, 2025. This document outlines the eleventh budget I have developed since becoming your Village Manager in 2013 and provides information and details about our Village's accomplishments during FY 2023-24 and the plans and expected goals for the upcoming FY 2024-25. Reviewed together with the Village's Annual Comprehensive Financial Report (ACFR), this budget book provides an overview of our financial position in the Village, as well as past accomplishments and future plans for our community.

Bal Harbour Village has three (3) primary funds used to operate our municipal government: (1) General Fund, (2) Resort Tax, and (3) Water and Wastewater Utility Fund (Utility Fund). The total Final Operating and Capital Budget for all major funds is \$43,248,100 [this includes \$8,818,200 of Capital Improvement Program (CIP) appropriations, minor equipment and reserves; and funding for the Bal Harbour Shops (BHS) Processing and Defense Fund of \$1,169,500]. In addition, we continue to provide management and operational services to the Gated Community Area, with the Security and Landscape Fund. For next fiscal year, the final Operating and Capital Budget for this fund is \$1,573,300 (to include reserves of \$368,000).

Bal Harbour Village continues to maintain a very strong financial position in all of our funds, due to our disciplined approach to resource allocation, careful management practices, and conservative fiscal policies.

The FY 2024-25 Final Budget includes my recommendation that Village Council re-affirm their action taken at the July 16, 2024 Council meeting to increase the current millage rate to 2.1439 mills which includes the current fiscal year rate of 1.9654 to fund the ongoing operations of the Village plus the establishment of the BHS Processing and Defense Fund at a rate of 0.1785. The Current Service Level Millage for next year is proposed to remain the same, 1.9654 mills. This is the same rate we have held for almost 10 years and is used to fund all of the Village General Fund services provided. However, this year it is also recommended that we establish a BHS Processing and Defense Fund with a 0.1785 millage rate to fully fund the expenses to review, process and, likely defend the Village from challenges arising from the proposed development project submitted by the Whitman Family Development group earlier this year.

The final budget for FY 2024-25 allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts for property insurance, contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, and additional pay-as-you-go funds toward future capital projects; as well as the establishment of a BHS Processing and Defense Fund of \$1,169,500.

Significant investments continue to be made in the various capital improvement projects in our public spaces and infrastructure with a total of \$7,367,200 in proposed capital project-related appropriations. The Village has developed a long-term vision for the future of our community with a multi-year capital improvement program with the appropriation of funding toward several capital projects in the Village. These CIP projects include investment towards the Harbourfront Park - Jetty/Cutwalk, the future Village Hall, and the utility infrastructure (sewer, water, and stormwater) improvement projects underway.

Staff has worked diligently to ensure that we continue to operate in a fiscally responsible manner as we deliver the Bal Harbour Experience. The current service level Operating Budget for Fiscal year 2024-2025 reflects an increase of approximately 6.9%, which is driven primarily by inflationary factors in the costs for property insurance (namely the new Bal Harbour Waterfront Park), cost of services contracted, and wages & benefits for current employees.

As you know, in January of this year, we held the grand opening celebrations for the Bal Harbour Waterfront Park. Since then, staff has developed programming and activities to enrich the cultural and recreational offerings to our residents. Staff has conducted various activities to solicit input from our users to ensure that we provide the most desired options at the highest levels. Funding is included to pay the full-year costs of property insurance as well as for an enhancement of two employees in the Recreation, Arts & Culture Department to support the operations of the new facility. These additional positions will provide direct

oversight of programming, customer service, and daily operations of the park and facility seven days a week. This addition will support the high quality of service and attention to detail that we strive for, and our community expects.

The collective bargaining agreement with the Police Benevolent Association will expire at the end of the current fiscal year. While we have already begun negotiations with the PBA representatives, an agreement is not expected to be completed in advance of the start of the new fiscal year. This budget includes an estimated amount as a placeholder to reflect expected Cost of Living Adjustment (COLA) costs as well as potential other wage and benefits adjustments that may be provided. This amount is sufficient to extend similar benefits to all employees of the Village. In years past, approximately \$300,000 has been allocated. A \$290,000 increment in the minimum required annual contribution for both the police and general employee pension systems is included, as established by the pension boards earlier this year. While dental and vision insurance costs will remain unchanged, an estimated 6.6% increase in cost of health Insurance is funded. You will recall that during our budget process last year, we conducted a solicitation for health insurance providers and transitioned to a new provider with an approximate 6.0% cost savings for the current year.

Lastly, non-union employees are recognized through a merit bonus system rather than through annual step increases. Since the COVID years, the Village has funded a \$1,000 stipend per employee in addition to the merit bonus earned of up to 5%. This budget proposes to eliminate the stipend and instead allow the merit bonus to be up to 7%. This proposal will allow us to better retain and reward our staff for their performance, as well as better succeed in the still highly competitive hiring market. Ensuring that the workforce is properly supported and compensated is essential to the effective delivery of services of an organization and in helping ensure that the Village achieves its mission and vision. The state of the economy and labor shortages continue to impact all employers in recruiting and retaining qualified talent to fill their positions. Bal Harbour Village is no different, included in this proposal is funding to conduct a village-wide Classification and Compensation analysis to ensure the retention of internal equity and external competitiveness in our wage and benefits policies.

Lastly, this budget funds \$780,000 for our various reserves (i.e. fleet, Capital, and IT) and \$200,000 in our millage stabilization allocation to help offset any unexpected reductions due to an increase in successful value adjustment board appeals.

In the budget presented herein, we have adopted a notably conservative approach to budgeting, ensuring that our financial planning remains cautious and strategic. We are confident that our proposed budget prioritizes the preservation of our quality of life and aligns with the pillars of the Bal Harbour Experience.

BUDGET DEVELOPMENT GOALS

At the Village Council retreat in February 2024, the Council reaffirmed its commitment to our vision first established in 2019. Our vision for Bal Harbour Village is that we will be the

safest residential community, with a beautiful environment and unparalleled destinations and amenities, providing uniqueness and elegance to ensure the highest quality of life for our residents, and with an unmatched experience for our visitors from around the world. This vision helps achieve our mission of delivering the Bal Harbour Experience - that distinctive feeling one experiences when living in or visiting our unique, elegant, curated and refined community.

The four elements which denote the essence of the Bal Harbour Experience are reflected as follows:



- **Beautiful Environment** - Fusing casual elegance with tranquil coastal living presented through the lens of secluded beaches, lush landscaping, serene public spaces, well-detailed sidewalks and rights of way, and jogging paths incorporated into the native environment. These signature amenities reflect the standards the community expects and sets the tone which one recognizes upon arriving in Bal Harbour, and long to return to once gone.
- **Destination & Amenities** - Elevated experiences and unhurried bliss are the distinctive hallmarks of our Village delivered through exquisite luxury hotels, inspiring culinary selections, and celebrated high-end shopping. A waterfront park, iconic Jetty, and our beautiful beaches add to the lure of our breathtaking setting.
- **Unique & Elegant** - Residents and guests balance sun and sea drenched escapes with our curated events designed for discerning connoisseurs of all ages. Creative public art features, our acclaimed Museum Access Program featuring curated tours, culinary festivals, movies under the stars, and excursions to limited engagement events set our enclave apart in delivering a tranquil and refined lifestyle.
- **Safety** - Anchored by our focus on a Community Policing model, where our officers are staffed, trained and motivated to provide excellent service and safety to our residents and guests in a pleasant, engaging, and friendly manner. The visible presence of our officers, investment in state-of-the-art technology and incorporation of innovative

policing strategies ensure that our community remains safe at all times, as well as a recognized leader and model in public safety.

Together, these elements define what makes our community so unique, distinctive, and such a desirable place to live, work, visit, and play in. Each of the four elements that contribute to the Bal Harbour Experience are primarily supported by a Village Department as follows:

- Beautiful Environment led by the Public Works and Beautification Department and supported by the Capital Improvement Projects.
- Destination & Amenities led by the Tourism Department and supported by the Recreation, Arts & Culture Department.
- Unique & Elegant led by the Recreation, Arts & Culture Department and supported by the Tourism Department.
- Safety led by the Police and Building Departments who each contribute to the promise of safety in our community.

Furthermore, these elements and the Vision for our Village rest on a foundation based on:

- Developing and maintaining well-designed and modernized public facilities and infrastructure;
- Implementing smart policies and strategic solutions to address the challenges of today and to ensure that we remain a resilient and sustainable community able to protect our future; and
- Ensuring that both the perception and reality of safety in our community remains uncompromised.

At our annual Village Council retreats, we have an opportunity to revisit and discuss our priorities to ensure that they remain relevant. During this year's retreat, our review and prioritization exercise resulted in a reaffirmation of the order of importance of these priorities as in prior years.

Our priority areas of focus remain consistent with previous years and are ranked in the following order: (1) Safety, (2) Beautiful Environment, (3) Modernized Public Facilities and Infrastructure, (4) Resilient and Sustainable Community, (5) Destination and Amenities, and (6) Unique and Elegant.

In addition, specific initiatives were identified as the priorities for the FY 2024-2025 budget development process:

1. Bal Harbour Shops Live Local Application Review and Process
2. Zoning Amendments Implementation (OF, Parking, LLA)
3. Jetty/Cutwalk Bidding & Construction
4. New Village Hall Architect Solicitation and Design
5. Waterfront Park Punchlist and Closeout
6. Utility Infrastructure Projects (5a, 5b, 5c, 6a, 6b, 7)
7. Tourism & Marketing Strategic Plan Implementation

- 8. Sustain Traffic Enforcement
- 9. Beach Renourishment
- 10. Planning Study on West Side Collins Avenue

All of these priorities are underway in various stages of progress and the proposed FY 2024-2025 budget provides funding and support for these priorities.

Developing funding strategies, specific initiatives and programming that will further our vision, top priorities, and the Bal Harbour Experience have been, and will continue to be, the focus of our budget development process in FY 2024-2025.

The Proposed Budget is the culmination of an evaluation and assessment process undertaken each year. We carefully evaluate the existing activities, determine where the Village would benefit from additional investment, and ensure that we establish appropriate levels of service and identify efficiencies or enhancements for each operational activity. It remains my goal to provide you with as much information as possible for you to make informed decisions, and to support and expand the Village’s vision and mission.

The following is a breakdown of the operating and capital allocations (inclusive of the creation of the BHS Processing and Defense Fund of \$1,169,500) proposed for FY 2024-25 for each of the distinct Funds:

Expenditures Summary by Fund	
	FY 2025 Proposed Budget
General Fund	\$ 29,388,700
General Fund - BHS Processing and Defense Fund	1,169,500
Resort Tax Fund	5,860,000
Water and Wastewater Fund	6,829,900
Security & Landscape Assessment Fund	1,573,300
Total Expenditures	\$ 44,821,400

The FY 2024-25 Final Operating and Capital Budget builds upon our past accomplishments and continues the current levels of service our residents and visitors have grown accustomed to. The multi-year CIP program continues the investment in modernizing and upgrading the infrastructure and facilities in our community.

FACTORS AFFECTING FY 2024-25 BUDGET

In developing a budget, we must look at available revenues, expected expenses, potential enhancements, and opportunities for cost savings or efficiencies. The FY 2024-2025 budget development allowed us an opportunity to refocus resource allocation in a strategic manner with a focus toward the Village’s future.

The Miami-Dade County Property Appraiser provides municipalities with a certification of Assessment Roll Values for the upcoming fiscal year on July 1 of each year. Pursuant to

Florida Statutes (F.S.) 200.065, within thirty-five (35) days of certification of value, each taxing authority shall advise the Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time, and place at which its first public budget hearing will be held to consider the proposed millage rate and final budget.

This requires the setting of the preliminary millage rate and establishing the date and time for the budget hearing at the July Village Council meeting. It should be noted that setting the preliminary millage rate is simply an initial step in our budget process. At the July 16, 2024 Village Council meeting, the Council set the final millage rate, the first step to formally adopting a budget, at 2.1439 mills which includes the current fiscal year rate of 1.9654 to fund the ongoing operations of the Village plus the establishment of the BHS Processing and Defense Fund at a rate of 0.1785. The Public Budget Hearing Dates were set for Tuesday, September 10, 2024 and the second public hearing for Tuesday, September 17, 2024.

Tax Roll, Millage Rate, and Ad Valorem Revenue

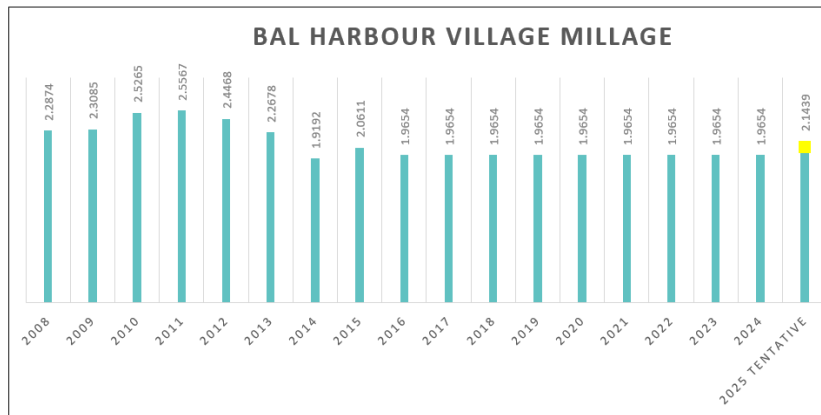
The tax roll certified by the Miami-Dade County Property Appraiser on July 01, 2024 is \$6,896,439,848 which is an increase of 9.8% from the same value last year. Keeping the current rate of 1.9654 to fund operations would generate \$12,876,500; as opposed to \$11,727,100 for the current year's budgeted revenue. The current rate of 1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, this year it is also recommended that we establish a BHS Processing and Defense Fund with a 0.1785 millage rate which would generate \$1,169,500 to fund the expenses to review, process, and likely defend the Village from challenges arising from the proposed development project submitted by the Whitman Family Development group earlier this year. At the final millage rate of 2.1439 mills (which includes a rate of 0.1785 for the establishment of a BHS Processing and Defense Fund), and calculated at 95% of the adjusted taxable value certified as required per F.S. 200.065(1)(a)1, the ad valorem revenue budgeted is \$14,046,000. The overall preliminary property tax value increase results from property sales and new construction that occurred during calendar year 2023. This increase is timely due to increased costs resulting from increased insurance and labor costs; as well as continuing to invest in our capital projects. This increase however is subject to changes that will likely result from appeals to the Value Adjustment Board Hearings.

The current rolled-back rate for FY 2024-2025 would be 1.7949 mills. The rolled-back rate, calculated as required by the Florida State Department of Revenue will provide the same ad valorem tax revenue during the prior year exclusive of new construction and improvements. The final millage rate of 2.1439 mills is slightly higher (.3490) than the current year aggregate roll-back rate. The state-required methodology for calculating the rolled-back rate requires the use of the current year's gross roll value.

FINAL MILLAGE RATE HISTORY & ANALYSIS

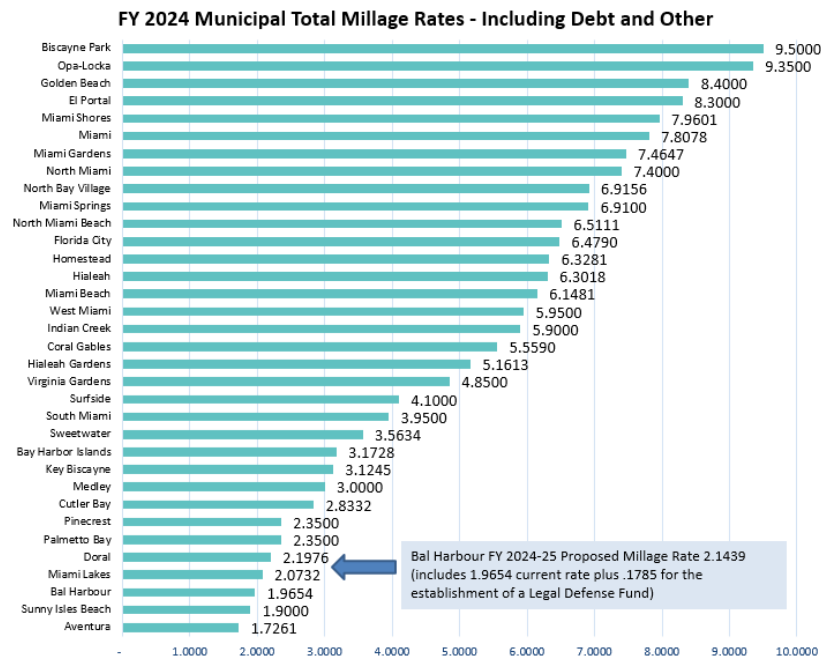
Since FY 2007 the millage rate for the Village has dropped significantly, by over 32% since 2007 from 2.9020 mills to 1.9654 mills for the current year. The final final millage rate of 2.1439 for FY 2024-2025 represents the current millage rate of 1.9654, plus a 0.1785 millage adjustment for the upcoming fiscal year to establish the BHS Processing and Defense Fund.

Maintaining this historically low millage rate for the last eight fiscal years has allowed the Village to provide stable service delivery and plan for future capital projects through the appropriation of funding on an annual basis. The following chart reflects the millage rates from FY 2008 through FY 2024, and the continuation of the current rate of 1.9654, plus a rate of 0.1785 for the BHS Processing and Defense Fund for FY 2025:



Currently, the FY 2023-2024 adopted millage rate for Bal Harbour Village is the third lowest municipal millage rate (including debt and other rates) in Miami-Dade County as compared to other cities. It is the only long-established municipality within the grouping of the lowest nine millage rates for Miami-Dade County cities. In addition, Bal Harbour Village represents the second lowest total combined (inclusive of Millage rates charged by overlapping jurisdictions) millage rate in Miami-Dade County Cities.

The following chart reflects the FY 2024 adopted millage rates for Miami-Dade County municipalities:



It is recommended that Village Council tentatively set a preliminary millage rate for Fiscal Year 2024-2025, at 2.1439 mills (represents the current millage rate of 1.9654, plus a 0.1785 millage adjustment for the upcoming fiscal year to establish a BHS Processing and Defense Fund), a rate which is 2.1439 per \$1,000 of assessed property value. The final millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2024 estimated adjusted Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield \$14.05 million, for FY 2024-2025.

The recommended FY 2024-2025 preliminary millage ceiling outlined for your consideration allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts for property insurance, contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, and additional pay-as-you-go funds toward future capital projects; as well as the establishment of a BHS Processing and Defense Fund of \$1,169,500. These funds will be used to fund current and future legal and related defense costs.

By setting an appropriate millage rate, we establish the primary parameter in the development of the FY 2024-25 Operating Budget. It is important to set a millage rate that allows for the continued advancement of our budget development goals and allocating resources in a strategic manner with an emphasis on results-oriented management practices. The FY 2024-25 final Operating and Capital Budget does just that, by building on the foundation, we established together in the last several years and further cultivating the Bal Harbour experience.

GENERAL FUND EXPENSE

In developing the Final Budget, we considered the residual impacts that the COVID-19 Pandemic has had on costs and availability of supplies and labor, as well as the impact of the high inflation continues to have on expenses, opportunities for cost savings or efficiencies.

The Final General Fund Operating and Capital Budget incorporates the funding for operating departments and activities within the final FY 2024-25 Budget expenditures of \$30,558,200 (includes \$7,478,200 in proposed capital project related appropriations; as well as minor equipment purchases and reserves; and funding for the BHS Processing and Defense Fund of \$1,169,500), at the final millage rate of 2.1439 mills.

The Final FY 2024-25 Operating and Capital Budget of the General Fund includes additional building department professional service costs to match an anticipated increase in the demand for construction related building permitting; an additional increase in the property insurance premium relating to the new Waterfront Park; additional staffing cost to support the recreational program; increase in the pension related employer contributions; and an overall cost of living increase and other adjustments placeholder for employees - pending the completion of union negotiations to begin FYE 2025.

The Final Capital Budget for the General Fund includes the following CIP appropriations, reserves and minor equipment purchases: investment towards the Harbourfront Park - Jetty/Cutwalk project; funding towards the Stormwater portion of the Utility Infrastructure project; the purchase of 3 police (including administrative) vehicles; the purchase of a high water vehicle for the Building Department; as well as other minor equipment purchases. In addition, general capital project reserves (\$200,000), renewal and replacement reserves for law enforcement fleet (\$280,000), as well as public works and beautification fleet (\$100,000); IT Machinery & equipment reserves (\$50,000); and a capital renewal and replacement reserve for the New Waterfront Park Recreation Program (\$150,000).

CAPITAL IMPROVEMENT PROGRAM

The FY 2024-25 Final Operating and Capital Budget includes capital improvements Village wide, as summarized in the following table.

September 17, 2024 Council Meeting
 Re: FY 2024-2025 Operating and Capital Budget
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FUNDING SOURCE	Budget			Total
	Previous Years	FY 2025	Future Years	
General Fund:				
Miami-Dade General Obligation Bond Fund	\$ 8,117,200	\$ -	\$ -	\$ 8,117,200
Developer Contributions - Bal Harbour Shops (PPS)	3,500,000	-	-	3,500,000
Developer Contributions - Bal Harbour Shops (Village Hall)	19,923,318	3,400,000	-	23,323,318
Developer Contributions - Bal Harbour Shops (Other)	2,000,000	-	500,000	2,500,000
Developer Contributions - Other	1,100,000	1,000,000	1,000,000	3,100,000
Suntrust/Truist Rent	2,353,999	732,172	3,045,327	6,131,498
Miscellaneous Revenue - Grants	9,867,857	-	1,000,000	10,867,857
Budget Allocation	969,340	-	-	969,340
Appropriation of Fund Balance/Carryover	15,147,413	1,034,051	358,223	16,539,687
Village 2011 Bond Escrow Funds	368,933	-	-	368,933
Total General Fund	63,348,060	6,166,223	-	75,417,833
Resort Tax Fund:				
Appropriation of Fund Balance/Carryover	4,250,000	-	1,500,000	5,750,000
Total Resort Tax Fund	4,250,000	-	1,500,000	5,750,000
Utility Fund:				
Miami-Dade General Obligation Bond Funds	6,500,000	-	-	6,500,000
Developer Contributions - Oceana	950,000	-	-	950,000
Budget Allocation	2,221,800	-	-	2,221,800
Appropriation of Fund Balance/Carryover	3,625,660	1,200,000	-	4,825,660
Village 2011 Bond Escrow Funds	3,221,300	-	-	3,221,300
Village 2020 Utility Revenue Note	8,438,108	-	-	8,438,108
TBD - (Grants, Debt Issuance, etc.)	-	-	10,546,200	10,546,200
Total Utility Fund	24,956,868	1,200,000	10,546,200	36,703,068
Security and Landscape Assessment Fund:				
Appropriation of Fund Balance/Carryover	1,302,000	-	-	1,302,000
Total Security and Landscape Assessment Fund	1,302,000	-	-	1,302,000
TBD	300,000	-	17,750,000	18,050,000
TOTAL FUNDING SOURCE	\$ 94,156,928	\$ 7,366,223	\$ 29,796,200	\$ 137,222,901
EXPENDITURE BY PROJECT				
Parks and Public Spaces Operations Facility	\$ 3,164,704	\$ -	\$ -	\$ 3,164,704
Waterfront Park (Phase A)	21,156,869	1,372,223	-	22,529,092
Harbour Front Park - Jetty/Cutwalk	18,614,489	1,000,000	3,385,511	23,000,000
New Village Hall	3,100,000	3,400,000	16,823,318	23,323,318
Waterfront Park (Phase B)	50,000	-	6,050,000	6,100,000
96th Street Plaza	200,000	-	-	200,000
Collins Avenue Beautification	50,000	-	12,000,000	12,050,000
BeachSide Landscape	50,000	-	-	50,000
Utility Infrastructure - Sewer, Water and Stormwater Improvement	31,120,260	1,595,000	10,546,200	43,261,460
TBD:				
Use of Suntrust/Truist Funds	-	-	3,044,327	3,044,327
Use of Shop Funds	-	-	500,000	500,000
TOTAL EXPENDITURE	\$ 77,506,322	\$ 7,367,223	\$ 52,349,356	\$ 137,222,901

All appropriations and encumbrances related to the CIP are generally re-appropriated into the subsequent year's budget. Grant awards received subsequent to a project's appropriation are used to offset the previously planned use of Fund Balance/Budget Allocations.

The FY 2024-2025 Final CIP Budget includes investment towards the Village Hall, close-out of the New Waterfront Park, Harbourfront Park - Jetty/Cutwalk project, and the Utility Infrastructure project. Totalling \$7,367,223 in new appropriations for capital projects, of which; \$4,400,000 will be funded by developer contributions (Shops and others); \$722,172 will be funded by rental income from the Suntrust/Truist Building; and \$1,200,000 from the Utility Fund in relation to the Utility Infrastructure project. The Village anticipates additional grant awards in the near future that will be applied to any to be determined balances.

WATER & WASTEWATER UTILITY FUND AND RATES

For the Village utility operations, water is purchased at a wholesale rate from the Miami-Dade County Water and Sewer Department (Miami-Dade WASD), and the City of Miami Beach applies a wholesale rate for wastewater or sewer services which travels through their system for treatment to the Miami-Dade WASD Virginia Key plant. The wholesale water service is paid directly to Miami-Dade WASD, and wholesale sewer services are paid directly to the City of Miami Beach by the Village, for this reason their rates directly affect the rates the Village charges to our customers.

The Miami-Dade WASD has incorporated a water rate increase in their final FY 2025 Budget, and we propose to pass that increase on to our Village customers. The final wholesale water rate change is an increase of 13.60%, or \$0.2873 cents for Wholesale Water Rates, from \$2.1130/1,000 gallons to \$2.4003/1,000 gallons. If this rate increase is passed-through to Village utility customers consistent with the past practice in the last few fiscal years inclusive of a cost-of-living and other increases in the Bal Harbour Village surcharge, it would result in an adjustment from \$5.7719/1,000 gallons, to \$6.1689/1,000 gallons or a 6.88% rate increase to Village customers, as summarized below:

Water Service Rates (per 1,000 gallons)			
	2023-24	2024-25	Percent Change
Miami Dade - WASD Wholesale	\$ 2.1130	\$ 2.4003	13.60%
Bal Harbour Village	3.6589	3.7686	3.00%
Total	\$5.7719	\$6.1689	6.88%

The pass-through wholesale water rate increase would result in an annual cost to Village customers (who average 12,000 gallons per month) of approximately \$4.76 more per month at the final rate.

The City of Miami Beach pays Miami-Dade WASD for sewer services, and the Village pays the City of Miami Beach. This year, Miami-Dade WASD has final an overall sewer rate decrease. The final rate will include a true-up adjustment from a prior year to be paid by the Village to the City of Miami Beach in FYE 2025.

Wastewater Service Rates (per 1,000 gallons)			
	2023-24	2024-25	Percent Change
City of Miami Beach Wholesale	\$ 4.3343	\$ 4.1796	-3.57%
Bal Harbour Village	5.9501	6.1048	2.60%
Total	\$10.2844	\$10.2844	0.00%

A surcharge is included within the City of Miami Beach wholesale sewer rate as an administrative fee and a renewal and replacement infrastructure fee. In addition, Miami-Dade County requires a Service Fee of \$6.00 per each one hundred (\$100.00) of the

receipts of the utility, this 6.0% is collected on each bill as Utility Tax and is remitted to the County at the conclusion of each fiscal year; this rate has remained unchanged since FY 2015.

Keeping the overall final wastewater rate flat (inclusive of the Bal Harbour Village surcharge and a true-up adjustment from a prior year to be paid by the Village to the City of Miami Beach in FYE 2025) would result in no cost change to Village customers at the final rate.

The FY 2024-25 final Utility Fund Budget is balanced with the final rate for wholesale water services of \$6.1689/1,000 gallons, and a rate for wholesale sewer service of \$10.2844/1,000 gallons.

At their August 6, 2024 meeting, the Village's Budget Advisory Committee reviewed the proposed pass-through water wholesale rate, and the wholesale sewer rate and voted to recommend approval of the recommended rates respectively.

The Final FY 2024-25 Operating and Capital Budget for the Utility Fund is \$6,829,900 (this includes CIP appropriations of \$1,200,000 towards the Utility Master Plan Project).

RESORT TAX

Bal Harbour Village is one of only three Miami-Dade County municipalities, along with the City of Miami Beach and the Town of Surfside, to levy a resort tax, and in doing so takes advantage of the benefits derived from this revenue source. This includes the reinvestment in the promotion of tourism and enhancing tourist eligible activities throughout the Village as well as efforts related to the beautification and maintenance of the Village in areas visited by tourists.

Bal Harbour Village levies a Resort Tax of four (4) percent of the amount received for the occupancy of a room in any hotel, motel, or apartment house. In addition, it levies two (2) percent on retail sales of all items of food or beverages, alcoholic or otherwise, sold at retail for consumption on the premises, at any place of business within the Village. Both these levies are consistent with Part I, Chapter 212, of Florida Statutes.

The Resort Tax Fund FY 2024-25 Final Operating and Capital Budget is \$5,860,000 (this includes two (2) police vehicles for Marine Patrol Section of \$140,000 of the Police Department). The final budget exemplifies a reinvestment in ourselves with the implementation of our new Tourism Strategic Plan. After detailed research and evaluation by Ernst & Young (EY) over the last fiscal year, the Tourism Strategic Plan was formally adopted at our June 2024 Council Meeting. The implementation of a Tourism Strategic Plan for the Village will further refine and guide the strategies and goals already executed by the Village. The framework of this Strategic Plan was developed using a participative process, based on the active engagement of many relevant stakeholders in our community with a focus on (1) changes in and the evolution of the Bal Harbour tourism environment, (2) emerging short and long-term strategic issues, (3) implications for tourism development in Bal Harbour, and (4) leveraging Bal Harbour's tourism brand to expand

economic and real estate investments and opportunities in Bal Harbour Village. The main budget enhancements include fully funding local public relations and sales representatives in our key markets, contracting with a vendor to provide data analytics, additional marketing and advertising, and sister city initiatives, all in line with the strategies proposed in the Strategic Plan by EY.

The final budget also includes the recurring activities of the Tourism Department; as well as Beautification/Greenspace division of the Public Works & Beautification Department, Recreation, Arts & Culture Department, and the Police Department through their public safety support. Through the date of the issuance of this book, Resort Tax collections for FY 2023-24 have been at historically high levels. As a result, the FY 2024-25 Resort Tax Budget is set in line to support and enhance these levels.

SECURITY AND LANDSCAPE

The Security and Landscape Assessment Fund, is a minor budgeted fund, which accounts for the special assessments received from the property owners residing in the assessment area maintaining the security and common areas.

The FY 2024-25 Final Operating and Capital Budget of \$1,573,300 reflects a final rate of \$6,500 for each Single Family Residential Unit, half that number, \$3,250, for each Unimproved Property and \$26,000 for each Private Recreational Facility. The current fiscal year rates are \$7,000, \$3,500 and \$28,000, respectively. The final budget includes funding operations, a property manager as well as for repair and replacement reserves.

BUDGET ADVISORY COMMITTEE RECOMMENDATION

The Bal Harbour Village Budget Advisory Committee (BAC) was established to assist with the development of the budget and fiscal policy. The BAC began meeting in June 2024 to review the development of the Proposed Budget for FY 2024-25, and to provide recommendations for the Village Council's consideration. The Budget Advisory Committee met throughout the summer and as recently as August 6, 2024, to review current year progress and to provide advisory recommendations on the budget development process. In addition to carefully reviewing at a "line item" level, the Committee also reviewed four of the larger cost centers; Police, Public Works and Beautification; Recreation, Arts & Culture; and Capital Projects; along with the recommended millage rate, and proposed operating and capital budgets. The Committee voted unanimously to recommend the proposed operating budget, water and sewer rates, and the solid waste assessment.

Attached is the Village Manager's Budget Message and FY 2024-25 Final Operating Budget and Multi-year Capital Plan, this goes into further details on all aspects of the FY 2024-25 Final Budget.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's mission through The Bal Harbour Experience. The final millage rate determines the ad valorem revenue for the General Fund which funds a myriad of general governmental services. Every element of the Bal Harbour Experience is funded in part through General Fund resources and therefore are supported by this item.

Attachments:

1. Exhibit A - Budget

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2024-25; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village (the "Village") is a municipality located in Miami-Dade County, Florida; and

WHEREAS, the first public hearing as required by Section 200.065, Florida Statutes, was held on Tuesday, September 10, 2023, and the final public hearing is set for Tuesday, September 17, 2023, at 6:30 P.M., as described on the Village website; and the required public notices; and

WHEREAS, the amount of funds available from taxation and other non-ad valorem revenues equals the total appropriations for expenditures and reserves.

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

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Final Budget Adoption. The Budget for Fiscal Year 2024-25 (the "Budget"), a copy of which is attached hereto as Exhibit "A" is hereby approved and adopted as the Final budget, and may be amended at the second budget hearing.

Section 3. Capital Improvement Plan. The Capital Improvement Plan, which is on file in the office of the Village Clerk, and the Capital Improvement Summary which is attached hereto, are hereby adopted and approved as a component of the Final Budget for Fiscal Year 2024-25.

Section 4. Conflicts. All sections or parts of sections of Village Resolutions that conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Effective Date. That this Resolution shall be effective upon adoption at the first budget hearing.

The foregoing Resolution was offered by Councilmember _____, who moved its adoption at the first budget hearing. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

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

APPROVED AS FINAL BUDGET AT SECOND BUDGET HEARING ON SEPTEMBER 17, 2024.

PASSED AND ADOPTED this 10th day of September, 2024.

PASSED AND ADOPTED this 17th day of September, 2024.



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 APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE DEPARTMENT IN THE AMOUNT OF FOUR HUNDRED FORTY-TWO THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$442,125); APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$58,313); APPROVING THE PURCHASE OF A VEHICLE AND A FORKLIFT FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND FOUR HUNDRED AND FOUR DOLLARS (\$100,404).

Issue:

Should the Council approve the purchase of vehicles and equipment for the Police Department in the amount of \$442,125; a vehicle for the Building Department in the amount \$58,313; and a vehicle and a forklift for the Public Works and Beautification Department in the amount \$100,404?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

As part of the ongoing process of evaluating the Village’s Fleet Program, staff identified the need to replace four (4) Police Department patrol vehicles and three (3) Administrative Duty Vehicles with high water and emergency response capabilities. The Building Department needs to add a pick-up truck with high water and emergency response capabilities. Also, the Public Works and Beautification Department needs to replace an Administrative Duty vehicle with high water and emergency response capabilities. The Public Works and Beautification Department also needs to purchase a forklift to aid with logistical support.

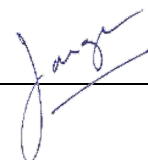
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

Amount	Account	Account #
\$314,265	Machinery & Equipment - Law Enforcement - General Fund	01-21-506400
\$127,860	Machinery & Equipment - Law Enforcement - Resort Tax Fund	10-21-506400
\$58,313	Machinery & Equipment - Building Department - General Fund	01-24-506400
\$22,989/ \$63,123/ \$14,291	Machinery & Equipment - Public Works and Beautification	01-41-506400/ 40-36-506400/ 10-53-506400

Sign off:

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



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE DEPARTMENT IN THE AMOUNT OF FOUR HUNDRED FORTY-TWO THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$442,125); AND APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$58,313); AND APPROVING THE PURCHASE OF A VEHICLE AND A FORKLIFT FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND FOUR HUNDRED AND FOUR DOLLARS (\$100,404); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As part of the ongoing process of evaluating the Village's Fleet Program, staff identified the need to replace four (4) Police Department patrol vehicles and three (3) Administrative Duty Vehicles with high water and emergency response capabilities. The Building Department needs to add a pick-up truck with high water and emergency response capabilities. Also, the Public Works and Beautification Department needs to replace an Administrative Duty vehicle with high water and emergency response capabilities. The Public Works and Beautification Department also needs to purchase a forklift to aid with logistical support.

Since 2014, the Police Department has replaced a total of seven (7) patrol vehicles. On September 13, 2022, the Village Council approved the purchase of an additional four (4) police patrol vehicles. On June 20, 2023, the Village Council also approved the purchase of an additional vehicle, which became available at a reduced pricing. On September 19, 2023, the Village Council approved the purchase of an additional four (4) police patrol vehicles. The current worldwide supply chain shortages coupled with the extended labor strikes of the automobile industry have accounted for significant delays in the build of these specialized hybrid patrol vehicles.

In April 2024, Ford Motor Company notified their customers that there would be additional delays in the build of these vehicles while they re-tooled their production operations. Ford offered to fulfill the pending orders in an expedited manner if the models were changed to any other model than the hybrid. The Police Department analyzed the available vehicles and decided to change the order to five (5) Police Responder pick-up trucks to be utilized by the patrol supervisors and four (4) Police Interceptor Utilities SUV with the eco-boost engine as opposed to the hybrid. The addition of the Police Responder pick-up trucks also adds additional high-water capabilities with 9.8 inches of ground clearance as opposed to the 7.6 inches of ground clearance offered by the Police Interceptor Utility. The Responder also maintains the pursuit rating needed for patrol operations along with enhanced storage for emergency equipment such as ballistic shields. The decision to change these orders was necessitated by two (2) year delay in delivery, the almost ten (10) year age of the fleet coupled with the high mileage of these vehicles. These new vehicles are expected to be delivered by the end of 2024. Additionally, the switch of these hybrid orders represented a savings of over \$35,500 to the Village. Ford has recently announced that they will be able to take orders for new hybrid patrol vehicles moving forward for the 2025 model year.

In June 2024, the Village experienced a fifty (50) year flooding event which brought over fifteen (15) inches of rain throughout the area. This event illustrated that our Village fleet was not capable of fully operating in these types of conditions. This clearly demonstrates that a portion of the Village fleet needs to have higher ground clearances to be able to effectively handle future events.

As part of the Fiscal Year 2024-2025 budget cycle and in anticipation of future replacement needs, the Village allocated \$280,000 into a Police Department's Fleet Replacement and Reserve Fund. This allocation has been adjusted in order to keep pace with the rising costs associated with vehicle replacement.

ANALYSIS

An analysis of the benefits of purchasing versus leasing these vehicles and equipment was conducted. In each case, the benefits of purchasing outweigh the costs associated with leasing. The purchases of these vehicles will provide long-term assets to the Village that will be funded through our long-term strategy of funding the Fleet Replacement and Reserve Funds as well as savings associated with our change order and the insurance settlement monies received. The respective Village departments will also be auctioning off surplus vehicles once the replacement vehicles are received and put into service.

Police Department

The Police Department identified three (3) patrol vehicles and two (2) administrative duty vehicles that need to be replaced in the upcoming Fiscal Year. Additionally, there was one (1) patrol vehicle and one (1) administrative duty vehicle which were not slated for replacement that were recently deemed total losses during this current year.

The patrol vehicle had an undetected water leak into the cabin of the vehicle which caused a mold infestation that presented a safety hazard. A claim was filed with our insurance company and the adjuster deem the vehicle to be a total loss. The Village will be reimbursed \$10,629 for the value of the vehicle. The administrative duty vehicle that was totaled was involved in a collision. The driver of another vehicle failed to stop in time and collided causing extensive damage to the Village vehicle. Fortunately, our employee was not injured as a result of this accident. A claim was also made with our insurance carrier and the vehicle was also deemed to be a total loss. The Village will be reimbursed a total of \$10,132 for the value of the vehicle. The replacement of these two (2) vehicles was not anticipated for this upcoming year but is necessary to carry on the operations of the police department.

The four (4) patrol vehicles that need to be replaced will be ordered in the Ford Police Interceptor AWD Utility hybrid model. The dealer has committed to changing this order to a tradition engine model if Ford is once again unable to fulfill these orders. The vehicles have proven to be effective for the patrol functions. The anticipated build time for these vehicles is expected to be six (6) months from when the order bank opens on October 1, 2024. All emergency equipment will be installed by the dealer and is included in the purchase price. The vehicles will be purchased and should have a useful life of at least seven (7) to eight (8) years. The total cost for each vehicle will be \$63,930, which includes \$1,788 for the police mounted radios, which will be installed by the dealer.

The three (3) administrative duty vehicles that will be purchased are the 2025 Ford Expedition. The analysis of this vehicle shows that it provides an additional 2.2 inches of ground clearance for high water events and is well suited for the emergency response needs. This vehicle is currently being utilized by several police and fire departments across the country for such assignments. The vehicle also provides for additional space should you need to carry additional personnel in the event our force is not able to utilize their vehicles due to the conditions. The Ford Expedition is equipped a 3.5-liter Eco-boost engine which provides for increases fuel efficiency from a traditional engine. The current fuel ratings for this engine are 17 miles mpg in the city and 23 mpg on the highway. This model is not currently available in a hybrid configuration. All emergency equipment will be installed by the dealer and is included in the purchase price. The vehicles will be purchased and should have a useful life of at least eight (8) to ten (10) years. The total cost for each vehicle will be \$62,135.

Funding for the planned three (3) patrol vehicle and two (2) administrative duty vehicle purchases has been included in the FY 2025 Proposed budget for the General Fund. The two (2) unplanned vehicle replacements will be funded from a combination of Fund Balance; savings from the vehicle change orders mentioned herein, proceeds from insurance claims mentioned herein; as well as proceeds from the disposals of surplus Police vehicles within the General Fund.

Building Department

The Building Department is seeking to purchase a pick-up truck to be utilized for their operations. The vehicle will be a Ford F-250 4x4 Regular Cab pick-up truck equipped with a winch to be utilized during emergency response situations. This vehicle will be a pool vehicle which can be utilized by the department's inspectors to assist with their daily activities throughout the Village or in a disaster response. Currently, the inspectors utilize a golf cart and two (2) UTV's for activities. However, these vehicles are not conducive for inclement weather conditions. In a natural disaster response situation, the Building Department are among the first responders used to assess building conditions. The total cost for this vehicle is \$58,313 has been included in the FY 2025 Proposed budget for the General Fund.

Public Works and Beautification Department

The Public Works and Beautification Department was utilizing a leased 2020 Ford Explorer which ended on September 1, 2024. The Public Works Director is also included in the initial emergency response during natural disasters. The Ford Expedition is also recommended as the replacement due to its high-water capabilities. All emergency equipment will be installed by the dealer and is included in the purchase price. The vehicles will be purchased and should have a useful life of at least eight (8) to ten (10) years. The total cost for this vehicle will be \$62,135.

The Public Works and Beautification Department also needs to acquire a battery powered three-wheel forklift that will enhance the efficiency and safety of their warehouse operations, at the North Miami PWB Operations Facility. By incorporating a three-wheel forklift into the departmental operations, streamlining the movement of materials, allowing for quicker and more efficient handling of goods. The forklift's design is ideal for navigating tight spaces, enabling the optimization of storage area with the use of palletization storage and improve the organization within the warehouse. This forklift will be utilized to provide for logistical support for the Village. Additionally, the forklift will significantly reduce the physical strain on the workforce, promoting a safer work environment and reducing the likelihood of workplace injuries.

The forklift will be purchased from Nationwide Lift Trucks, Inc. located in the Town of Medley. The purchase price of the Toyota Model 8FBE15U forklift is \$38,269.

Funding for these two (2) purchases will be funded from a combination of Fund Balance of the General Fund, Resort Tax Fund and Utility Fund; as well as proceeds from the disposals of surplus Public Works vehicles.

Vehicle Pricing

All pricing for the vehicles and emergency equipment, is in accordance with the Bradford County Sheriff's Contract BCSO 22-27-1.0. The vehicles will be purchased through Duval Ford, which is the Primary Contract Awardee under this contract. This provides for pricing which has already been competitively bid with the participating dealers.

THE BAL HARBOUR EXPERIENCE

The addition of these vehicles is aligned with the Village's stated mission through *the Bal Harbour Experience*. The police vehicles will contribute to the safety of the community by providing officers vehicles to patrol the Village and respond to emergencies. These police vehicles will also allow the Village to continue to utilize hybrid electric technology to reduce the level of emissions and fuel usage to maintain a more resilient environment. The administrative duty vehicles for the Police Department, Building Department and Public Works and Beautification department will also expand our ability to respond to natural disasters involving high water levels

CONCLUSION

The approval of this item will also continue to put the Village at the forefront of initiating environmentally sustainable policies by the use of hybrid electric technology and added a high-water response component. The police vehicles are replacements from Fleet Reserve Funds as anticipated. They are not additions to the fleet count. The Building Department vehicle is an addition to the high-water fleet. The vehicle for the Public Works and Beautification Department is a replacement while the forklift is an addition to the fleet.

Given the need for these vehicles, I recommend approval of this item.

Attachments:

1. Duval Ford Price Quote - Ford Expedition 4x2 2025 & Ford Interceptor Hybrid Vehicle - Police
2. Duval Ford Price Quote - 2025 Ford F-250 4x4 Crew Cab - Building
3. Duval Ford Price Quote - 2025 Ford Expedition 4x2 - Public Works
4. Miami-Dade County Quote for M7300 Radios
5. Nationwide Lift Trucks, Inc. Price Quote for Toyota Forklift
6. Bradford County Sheriff's Contract - BCSO 22-27-1.0

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE DEPARTMENT IN THE AMOUNT OF FOUR HUNDRED FORTY-TWO THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$442,125); APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$58,313); APPROVING THE PURCHASE OF A VEHICLE AND A FORKLIFT FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND FOUR HUNDRED AND FOUR DOLLARS (\$100,404); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the ongoing process of evaluating the Village’s Fleet Program, staff has identified the need to replace vehicles and other equipment in three departments; and

WHEREAS, as part of the ongoing process of evaluating the Village’s Fleet Program, staff identified the need to replace four (4) Police Department patrol vehicles and three (3) Administrative Duty vehicles at a total cost of \$442,125; and

WHEREAS, the Building Department is seeking to purchase a pick-up truck to be utilized for its operations as a pool vehicle by the Department’s inspectors to assist with their daily activities at a total cost of \$58,313; and

WHEREAS, the Public Works and Beautification Department is seeking to purchase a vehicle as a replacement vehicle due to an expiring lease and also needs to acquire a battery powered three-wheel forklift to enhance the efficiency and safety at the North Miami PWB Operations Facility. The total cost for the vehicle and forklift is \$100,404; and

WHEREAS, this Council has determined that it is in the best interest in the Village to purchase these vehicles for the Police Department and Building Department as well as a vehicle and forklift for the Public Works and Beautification Department.

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. Purchases Approved. That the purchase for the Police Department of four (4) patrol vehicles and three (3) administrative duty vehicles and equipment in amount of \$442,125, the purchase for the Building Department of one vehicle for the amount of \$58,313, and the purchase for the Public Works and Beautification Department of one vehicle and a forklift in the amount of \$100,404 is hereby approved.

Section 3. Appropriations Approved. That the appropriation of budgeted funds for the purchase these vehicles for the respective Departments is hereby approved.

Section 4. Budget Amendment. That the 2023-2024 Capital budgets of the General Fund, Resort Tax Fund and the Utility Fund are amended in the amount not to exceed \$149,054, \$14,291, and \$63,123, respectively, is hereby approved.

Section 5. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 6. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of September, 2024.



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

Prepared for:	Contract Holder
Bal Harbour Mauricio Escarra mescarra@balharbourfl.gov 305-866-4633	Duval Ford Jared Davis (Work) 904-381-6595 jared.davis@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

	Code	Equipment	OEM Price Level:	BCSO Contract Price	
Labor Hours. \$90/ Hr		2025 U1H	2025 Ford Expedition Active (XLT) 4x2	\$ 58,807.00 \$ 53,285.32	
			OEM freight	Factory Destination \$ 1,995.00 \$ 2,027.92	
			YZ	Oxford White \$ - \$ -	
			BH	Black Onyx ActiveX seats \$ - \$ -	
			200A	Standard Equipment Group \$ - \$ -	
			Discount	Government Concession reflected in Base Vehicle Price	
			Ceiling Markup	Primary Awardee Ceiling Markup 1.65%	
			Discount	Discount off Invoice reflected in Base Vehicle Price \$ (2,392.00)	
				Ceiling Percentage Markup: LE Metal and Lighting 20%	
	12	1	Soundoff Interior Lightbar Package	\$ 2,320.00	\$ 2,784.00
			nFORCE interior front and rear lightbars (Blue/White front; Blue/Amber rear)		\$ -
		1	ETSA462HPP nERGY 400 series siren, handheld		\$ -
		1	100J Series Composite speakers		\$ -
	2	(2) 4" mpower in grille (BLUE)		\$ -	
	2	(2) Undercover LED inserts for taillamps (BLUE)		\$ -	
2	2	(2) quick mount on bottom of hatch for rear visibility when hatch is up (BLUE)	\$ 85.00	\$ 204.00	
			Ceiling Percentage Markup: Accessories 29%		
0	1	Tint all windows, incl windshield strip	\$ 275.00	\$ 354.75	
				\$ -	
		Final Delivery			
14		Labor	Total Labor Hours for installation of parts	\$ 1,260.00 \$ 1,260.00	
		Freight	Freight on Parts	\$ - \$ -	
	352	33154	Destination & Fuel to end user zip code to include freight from out of state location	\$ 2.00 \$ 704.00	
		Tag	Tag declined, agency will handle	\$ - \$ -	
		Extended Warranty	ExtraCARE 5yr/75000 mi warranty; \$0 deductible	\$ 1,515.00 \$ 1,515.00	
		NOTE	Revised to 4x2		
UNIT COST				\$ 62,134.99	
TOTAL QUANTITY		3	TOTAL PURCHASE	\$ 186,404.97	



Bal Harbour

Prepared for:	Contract Holder	REV: 9/4/2024
Bal Harbour Mauricio Escarra mescarra@balharbourfl.gov 305-866-4633	Duval Ford Jared Davis (Work) 904-381-6595 jared.davis@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

	Code	Equipment	OEM Price Level:	BCSO Contract Price
	2025 W2B	2025 Ford F-250 Crew Cab 4x4, 160" wheelbase	\$ 49,982.00	\$ 46,720.70
	OEM freight	Factory Destination	\$ 1,995.00	\$ 2,027.92
	Z1	Oxford White	\$ -	\$ -
	AS	Black Onyx ActiveX seats	\$ -	\$ -
	600A	Standard Equipment Group	\$ -	\$ -
	99A.44F	6.8L V8/10-spd auto	\$ -	\$ -
	18B	Black platform running boards	\$ 405.00	\$ 411.68
	67H	Front heavy service suspension (used for front-end attachments)	\$ 114.00	\$ 115.88
	874	360-degree camera package	\$ 1,047.00	\$ 1,064.28
	96D	XL Driver Assist Package	\$ 665.00	\$ 675.97
	Discount	Government Concession reflected in Base Vehicle Price		
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%	
	Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (3,286.00)	
	Ceiling Percentage Markup: LE Metal and Lighting		20%	
10	1	Soundoff nROADS + Perimeter Package	\$ 1,672.00	\$ 2,006.40
		54" nROADS lightbar (Amber/White front; Amber rear)		\$ -
	1	600 series controller (VIS can be substituted)		\$ -
	2	(2) 3" mpower in grille (AMBER)		\$ -
	2	(2) XF flush mount on bumper (AMBER)		\$ -
	Ceiling Percentage Markup: Accessories		29%	
6	1	Westin HDX wraparound grille guard with 12k winch w/ remote	\$ 1,411.00	\$ 1,820.19
		Final Delivery		\$ -
16	Labor	Total Labor Hours for installation of parts	\$ 1,440.00	\$ 1,440.00
	Freight	Freight on Parts	\$ -	\$ -
	352 33154	Destination & Fuel to end user zip code to include freight from out of state location	\$ 2.00	\$ 704.00
	Tag	Tag declined, agency will handle	\$ -	\$ -
	Extended Warranty	ExtraCARE 5yr/75000 mi warranty; \$0 deductible	\$ 1,325.00	\$ 1,325.00
	NOTE			
UNIT COST				\$ 58,312.02
TOTAL QUANTITY		1	TOTAL PURCHASE	\$ 58,312.02



Bal Harbour

Prepared for:	Contract Holder
Bal Harbour Mauricio Escarra mescarra@balharbourfl.gov 305-866-4633	Duval Ford Jared Davis (Work) 904-381-6595 jared.davis@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

	Code	Equipment	OEM Price Level:	BCSO Contract Price	
Labor Hours. \$90/ Hr		2025 U1H	2025 Ford Expedition Active (XLT) 4x2	\$ 58,807.00 \$ 53,285.32	
			OEM freight	Factory Destination \$ 1,995.00 \$ 2,027.92	
			YZ	Oxford White \$ - \$ -	
			BH	Black Onyx ActiveX seats \$ - \$ -	
			200A	Standard Equipment Group \$ - \$ -	
			Discount	Government Concession reflected in Base Vehicle Price	
			Ceiling Markup	Primary Awardee Ceiling Markup 1.65%	
			Discount	Discount off Invoice reflected in Base Vehicle Price \$ (2,392.00)	
				Ceiling Percentage Markup: LE Metal and Lighting 20%	
		12	1	Soundoff Interior Lightbar Package	\$ 2,320.00 \$ 2,784.00
				nFORCE interior front and rear lightbars (Amber/White front; Amber rear)	\$ - \$ -
		1	ETSA462HPP nERGY 400 series siren, handheld	\$ - \$ -	
		1	100J Series Composite speakers	\$ - \$ -	
		2	(2) 4" mpower in grille (AMBER)	\$ - \$ -	
		2	(2) Undercover LED inserts for taillamps (AMBER)	\$ - \$ -	
	2	2	(2) quick mount on bottom of hatch for rear visibility when hatch is up (AMBER)	\$ 85.00 \$ 204.00	
			Ceiling Percentage Markup: Accessories 29%		
	0	1	Tint all windows, incl windshield strip	\$ 275.00 \$ 354.75	
				\$ - \$ -	
			Final Delivery		
	14		Labor Total Labor Hours for installation of parts	\$ 1,260.00 \$ 1,260.00	
			Freight Freight on Parts	\$ - \$ -	
		352	33154 Destination & Fuel to end user zip code to include freight from out of state location	\$ 2.00 \$ 704.00	
			Tag Tag declined, agency will handle	\$ - \$ -	
			Extended Warranty ExtraCARE 5yr/75000 mi warranty; \$0 deductible	\$ 1,515.00 \$ 1,515.00	
			NOTE Revised to 4x2		
UNIT COST				\$ 62,134.99	
TOTAL QUANTITY		1	TOTAL PURCHASE	\$ 62,134.99	



ITD - Radio Communications
 Rudy Rowe
 5680 SW 87 Ave
 Miami, FL 33173
 Ph: 305-275-7966

Quote

DATE: 9/10/2024
Department Bal Harbour PD
 Lt. Jack Young
 655 96 Street
 Bal Harbour, FL 33154
 (954)-868-5031

Mobile M7300 Scan Trunk Mount Radio				
Description	Item#	Qty	Unit Price	Total
Mobile, M7300, 764-870 MHz,	MAMW-SDMXX	1	\$1,500.00	\$1,500.00
Control Unit, CH-721, Scan, Trunk Mount	MAMW-NCP9G	1	\$0.00	\$0.00
Accessories, M7300 Trunk Mount	MAMW-NZN6W	1	\$0.00	\$0.00
Microphone, Standard, CH-721 Control Unit	MAMW-NMC7Z	1	\$0.00	\$0.00
Antenna, Element, 700/800 2dB Low Profile	AN-225001-004	1	\$0.00	\$0.00
Antenna,Base,Standard Roof Mnt Low Loss	AN-125001-002	1	\$0.00	\$0.00
Filter for Trunk Mount	GFIL200886	1	\$7.99	\$7.99
Installation Kit, M7300	INSTALL-KIT	1	\$280.00	\$280.00
Radio Programming	RS-PGM	1	\$0.00	\$0.00
Mobile Radio Package Total				\$1,787.99

Quote is valid for 30 Days from date issued.
Each unit has all the feature set required for Miami-Dade County P25 Radio System.

INC000000963621



**nationwide
lift trucks**
incorporated

Nationwide Lift Trucks, Inc.

7731 NW 73rd Ct

Medley, FL 33166-2201

Phone: 305-888-6633

<https://www.toyotanlt.com/>

September 06, 2024

Robert Clark
Bal Harbour Village
655 96th Stret
Surfside, FL 33154-2428

Dear Robert:

We are pleased to submit the attached Toyota CLASS I (3-WHEEL ELECTRIC FORKLIFT) quotation for your review and approval.

As an authorized Toyota dealer, Nationwide Lift Trucks, Inc. can provide the high-quality equipment and service you would expect from the world's leading forklift manufacturer. This quotation reflects our understanding of your forklift needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Robert Lopez

Phone: 954-922-4645

Email: RLopez@toyotaNLT.com



nationwide
lift trucks
incorporated

Nationwide Lift Trucks, Inc.
7731 NW 73rd Ct
Medley, FL 33166-2201
Phone: 305-888-6633
<https://www.toyotanlt.com/>

To: Bal Harbour Village
655 96th Street
Surfside, FL 33154-2428

Date: Sept. 06, 2024
Quote No: 11300020

Attn: Robert Clark
rclark@balharbourfl.gov

Phone: 305-993-7392

We respectfully submit this quotation for the following NEW Toyota Electric Forklift (1 unit):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 8FBE15U, Toyota 3-Wheel Sit-Down AC Electric Forklift, quality engineered with the following specifications:

Cushion Tires
Electric Battery Powered

ACTIVE MAST CONTROL (AMC)

Toyota's industry exclusive Active Mast Control (AMC) helps improve forklift stability by electronically monitoring and controlling various functions of the forklift. Should the operator inadvertently place the forklift in a potentially unstable longitudinal condition, mast height and load sensors trigger the controller to activate the AMC, which limits forward tilt angle and/or tilt back speed. Additionally, if the operator attempts to lift with the forks tilted forward beyond 1°, the lift speed is automatically limited, encouraging the operator to return the forks to level before lifting.



Photo may portray optional equipment not included in your quotation.

AC DRIVE & AC LIFT SYSTEM

Quicker acceleration. Higher top speeds. Longer lasting power. Low maintenance. These are the hallmark benefits of the industry-leading 8FBE electric forklift with AC Drive and AC Lift. Simply put, Toyota's 8FBE models are electric marvels, offering unprecedented power, performance and energy efficiency. They're the sum total of creative engineering, breakthrough design and proven technology. All driven by a single vision: to create a superior-performing electric forklift that boosts productivity and minimize operating costs.

AUTOMATIC PARKING BRAKE

All Toyota 8FBE models are now equipped standard with an automatic parking brake. The parking brake will engage automatically anytime the Operator Presence System (OPSS) recognizes the operator has exited the forklift or the forklift is shut-off. For release of the auto park brake, simply click the button on the left of the steering column and the forklift is ready for operation.

COLOR LCD DISPLAY

Toyota's 8FBE models feature a full color, high resolution LCD display. This display allows for improved visibility of information and allows for increased operability with a larger screen size than seen previously on this model. Additionally, fork tilt angle is now displayed anytime the forklift is not in travel for increased operator awareness.

Mast 3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation.
Mast Specifications:
Maximum Fork Height - 189"
Overall Lowered Height - 83.5"
Over Head Guard Height - 81"
Free Lift - 35.4" with standard Load Backrest

Lifting Capacity **Base Model Capacity – 3,000 lbs. @24" load center**
Actual Capacity, based on quoted specifications - 2,600 lbs. @24" load center to 189" MFH
Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Tilt 5.0 degrees forward and 6.5 degrees backwards

Carriage ITA Hook Type, 36" Carriage

Forks Forks 42" x 4" x 1.4" - Class II

Load Backrest 48" High Load Backrest

Attachments Cascade 36" Hang-on Side shifter (Includes 3 Way Valve and 3rd Function Hosing)

Speeds Travel Speed: 9.90 mph Lift Speed: 115 fpm

Voltage 36 Volt Electrical System

Steering On-Demand Hydrostatic Power Steering with Memory Tilt Steering Column

Wheels and Tires Front Tires: 18x7x12-1/8 (Black)
Rear Tires: 15x5x11-1/4 (Black)

Battery Compartment 21.7" (L) x 39.2" (W) x 24.5" (H)

**Additional
Equipment
Included**

- Rear View Mirrors (Left & Right Sides)
- Rear Assist Grip with Horn Button
- LED Strobe Light (Amber)
- Steering Wheel with Knob
- Industrial battery model 18-85-17
- Battery charger model ETPG36-483/3-140
- Watering system, gun, and level light

**Other Outstanding
Toyota Features**

- Regenerative Braking
- Wet disc brakes
- 500 Hour Periodic Maintenance Interval
- On Demand, Full Hydraulic Power Steering
- Thermal Protection Indicator
- Operator Presence Sensing System (OPSS)
- Travel Power Control (programmable acceleration)
- Planned Maintenance Indicator
- Electronic Shift Control
- Memory Tilt Steering Column
- Dual Operator Assist Grips
- Durable Rubber Floor Mat
- Dash Mounted Cup Holder
- Digital Multifunction Display
- LED Headlights
- Premium, full-suspension vinyl seat with orange seat belt

Some standard items listed within this quotation may be replaced or altered due to optional equipment.

**MyInsights
(Telematics)**

Standard telematics provided on most Toyota forklifts deliver valuable insights and actionable data for your business. Increase uptime, optimize your fleet, and view detailed analytics by completing your free registration at my.toyotaforklift.com today!

Standard Insights:

- Hour Meters
- Error Codes
- Impact Detection
- Location Tracking

Warranty

12 Months or 2,000 hours whichever occurs first: Basic
36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

We offer a Toyota factory authorized warranty on all new Toyota Material Handling Equipment.

Toyota 360 Support

Toyota 360 Support Plus 5 INCLUDED
60 Months/ 10,000 Hour Carriage to Counterweight Warranty
60 Months/ 10,000 Hour Major Parts and Component Warranty
Up to First (4) PM's Included (Parts and Labor)

TMH reserves the right to accept or decline any application for enrollment into the T360 Plus warranty plan.

Investment

Price-Toyota Model 8FBE15U as specified above:	\$38,269.00	Each
Net Price (Applicable sales tax not included):	\$38,269.00	Each

Delivery: 2-3 days

Financing and Maintenance

A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

LEASING OPTIONS: (Return unit at term end)

1. **60-month Operating Lease.** Total monthly payments of \$646.40 plus applicable taxes.
Usage Hours: 2000 per Year Quantity: ____ Initial Selected Option: ____
2. **48-month Operating Lease.** Total monthly payments of \$763.21 plus applicable taxes.
Usage Hours: 2000 per Year Quantity: ____ Initial Selected Option: ____
3. **36-month Operating Lease.** Total monthly payments of \$950.86 plus applicable taxes.
Usage Hours: 2000 per Year Quantity: ____ Initial Selected Option: ____

BUYOUT LEASING OPTIONS:

4. **60-month Operating Lease.** Total monthly payments of **\$750.24** plus applicable taxes.
(\$101 buyout at term end) **Quantity: ____ Initial Selected Option: ____**

5. **48-month Operating Lease.** Total monthly payments of **\$907.57** plus applicable taxes.
(\$101 buyout at term end) **Quantity: ____ Initial Selected Option: ____**

6. **36-month Operating Lease.** Total monthly payments of **\$1,170.62** plus applicable taxes.
(\$101 buyout at term end) **Quantity: ____ Initial Selected Option: ____**

Terms and Conditions

Payment: Net 10 days / Cash or Financed.

Delivery: Will advise at time of order.

Lease offerings subject to credit approval and available through seller

F.O.B.: Delivered

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval.

Seller shall not be liable for loss or damage due to delay in delivery, resulting from any cause beyond Seller's reasonable control, including, but not limited to, compliance with any regulations, orders, or instructions of any federal, state, municipal or other government or any department or any agency thereof, acts of God, or omissions of the Buyers, acts of civil or military authority, fires, floods, accidents, strikes, labor troubles, factory shutdowns or alterations, embargoes, war, riot, delays in transportation, delays in manufacture, inability of the Seller to obtain the property herein, quoted or necessary labor from its usual sources, and all causes of like or different character beyond the control of the Seller. Any delay resulting from such cause shall constitute cause for extending delivery dates, and receipt of the goods shall constitute a waiver of all claims for damages.

Prices quoted will be subject to change without notice in the event the signed contract is not received by the Seller within thirty (30) days of the date of the quotation. Should Buyer cause delivery to be delayed beyond sixty (60) days from the date the contract is signed by both Buyer and Seller, prices are subject to change without notice to Buyer or Buyers' consent. Buyer shall be responsible to pay for any modifications or changes to the equipment as specified in this contract. Stenographic or clerical errors are subject to correction at any time.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental

factors.

Some options and configurations may void UL.

No acceptance, order, or contract, based upon the quotation, is binding upon the Seller until accepted in writing by a duly authorized office of Seller at its home office and until Seller has received and approved, all credit information pertaining to Buyer as requested by Seller. Seller may, at any time, modify the terms of payment originally specified to require payment in advance.

The prices set forth herein are subject to increase by Seller at any time prior to delivery in respect to all or any portion of the equipment or order to the extent necessary to cover increases in Seller's cost applicable thereto.

The prices set forth do not include, except as expressly stated in the quotation, any present or future sales, use, excise or similar taxes and/or other charges including those Seller may be required to pay, which may be applicable to the sale of the equipment hereunder, and Buyer shall pay the amount of such taxes and/or charges as at any time requested by the Seller in the same manner and with the same effect as if originally added to the price.

Special order equipment is non-returnable.

Should Buyer fail to complete this transaction for any reason, all money that has been paid pursuant to this contract shall be retained as liquidated damages and not as a penalty. The Buyer also agrees to pay for any price of any rental equipment if cancellation occurs and liquidated damages of ten (10%) percent.

Buyer may cancel his order, reduce quantities, revise specifications or extend schedules only by mutual agreement with the Seller and Seller shall be entitled to reasonable and proper cancellation charges which shall include all expenses already incurred and commitments made by the Seller and shall indemnify Seller against any loss. In addition, Buyer shall pay all costs and expenses of collection, a reasonable attorney's fee, including attorneys' fees on appeals, and interest on the amount due at one and one half (1-1/2 %) percent per month (18% per annum), on the highest allowable under Florida law.

Any action by Buyer for any breach of this contract must be commenced within one (1) year after the cause of action has accrued.

Except as herein expressly stated, the Seller makes no warranties except of title, expressed, implied or otherwise independently imposes, whether statutory or upon any other grounds. The Seller agrees to extend to the Buyer to the extent possible, the benefits of any warranty it may receive in respect to any item of equipment and to enable Buyer to obtain the warranty service furnished therefore by Seller's vendor.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

Please contact your Toyota sales representative for additional information.
Sincerely,
Nationwide Lift Trucks, Inc.

TELEMATICS AND DATA COLLECTION

The equipment in this proposal is enabled with the MyInsights system (“System”) which collects certain location and operational data concerning the equipment and transmits it to Toyota Material Handling, Inc. for processing and analytics. This proposal is subject to the contractual terms and data usage policies for the System found at <https://www.toyotaforklift.com/myinsights-legal> (“System Terms”). Acceptance of this proposal, or otherwise using the equipment, constitutes acceptance of the System Terms and the formation of an agreement between Customer and Toyota Material Handling, Inc. based on the System Terms. Customer may opt-out of data collection features for the System as provided in the System Terms. Failure to opt-out signifies Customer’s consent and agreement to the collection and usage of data in accordance with the System Terms.

Serviceing Dealer Nationwide Lift Trucks, Inc.
3900 N 28th Ter,
Hollywood, FL, 33020-1105
Phone:954-922-4645

Sincerely,
Nationwide Lift Trucks, Inc.

Accepted:
Bal Harbour Village

By: _____
Name: Robert Lopez 754-423-4414
Title: Branch Sales Manager

By: _____
Name: _____
Title: _____
Date: _____

*Financing requires credit approval. Terms and rates are subject to change.



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles:

Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:


Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Contract



**BRADFORD COUNTY
SHERIFF'S OFFICE**

Gordon Smith
Sheriff

TITLE:	BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:	09/13/22 <i>AS</i>
EFFECTIVE:	September 12, 2022
TERM:	FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,



invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the



- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
 3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
 4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
 5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
 6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS



None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

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

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered,



Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
 1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
 2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 5. **VENDOR** must maintain a copy of such affidavit.



- 6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- 7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- 8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES



March 1, 2023

Contract Addendum No. 1, Contract BCSO 22-27-1.0

Piggyback provision for Governmental entities outside the State of Florida.

The Bradford County Sheriff's Office hereby gives permission to *Governmental Entities* [RFP: page 3 section C], outside the State of Florida, to participate in the use of this contract for the procurement of Automotive products from the contract's awarded dealers; subject to manufacturer availability, and dealer approval. It is the responsibility of the purchasing entity to comply with the procurement laws and procedures within that state. It is also understood that the dealer, upon acceptance of agency-purchase-order is held to the conditional-terms identified within that state releasing the Bradford County Sheriff's Office from liability associated with non-performance. Furthermore, per the contract, section D, page 2, it is the responsibility of the performing dealer to provide necessary evidence of insurance at the agency's request.


If you have any questions or concerns, please call anytime.

Major George L. Konkel Jr.
Chief of Operations
(904)966-6306 Office

Local Vendor Affidavit:

Duval Ford, per section "H" preference, and by definition contained in Bid id# BCSO 22-27-1.0, section "B", is a local vendor situated in Duval County, Jacksonville, Florida. The principal business registration and dealer registration attached provide sufficient evidence to this fact. For purposes in the evaluation Duval Ford is aware that the full five point Florida business registration and the four point local vendor preference is awarded.

I, Richard Tackett, attest that Duval Ford qualifies as a local vendor, and therefore qualifies for preference.



Signature

9/1/2022

Richard Tackett
Duval Ford

Price Proposal

Attachment 1: Ford OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: SVT

Attachment 3: Mileage Statement

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
>2022 Expedition					
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K. RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K. RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
>2022 Bronco Sport SUV					
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
>2022 Transit Connect Van					
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
>2022 Superduty					
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
>2022 F150 SERIES					
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
>2022 Bronco Full Size					
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
>2022 Maverick Pickup					
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
>2022 Explorer SUV					
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
>2022 Transit Connect					
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
>2022 Escape SUV					
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
>2022 Police Vehicles					
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Mileage Statement:

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a “brokered” sale. The transaction is original and direct between entities adhering to the Manufacturer’s franchise agreements and the manufacturer’s statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

AMO percent Markup

AMO. ITEM #	Category	OEM Brand	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO. ITEM #	Category	OEM Brand	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
141	WheelChair	Braun	15%	
142	WheelChair	Century	15%	
143	WheelChair	Mobility Works	15%	
144	WheelChair	Mathews Bus	15%	

Bid Boiler Plate and Addenda



Bradford County Sheriff's Office
Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

Request for Proposal

Automotive pursuit vehicles, light truck and SUV's,
Medium Duty vehicles and equipment.

[BCSO 22-27-1.0] Rev. 6/21/23 *JLK*

The Bradford County Sheriff's Office; herein "BCSO", Bradford County, Florida requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and its eligible users.

A. TIMELINE OF EVENTS

Bid Announcement	8/22/22
Deadline for Questions	9/02/22; george_konkel@bradfordsheriff.org
Bid Due Date	9/06/22 at 10am eastern
Anticipated Date of Award	9/12/22

B. DEFINITIONS

Base Vehicle Specification – Commodity specifications established by the Department, that may include vehicle size, axle configuration, class, gross vehicle weight rating (GVWR), and other information listed by the Department herein, which identifies the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a Manufacturer on their standard base version of the Commodity.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a bid to this ITB. May be a Manufacturer or Dealer.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

Component, Feature, or Configuration – An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Representative Model, OEM Option, Required Aftermarket Option, or Identified Aftermarket Option.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the awarded Bidder(s) resulting from this solicitation.

Contractor – A Vendor that enters into a Contract with the Department as a result of this solicitation. A Contractor may be a Manufacturer or Dealer.

Customer – Governmental entity identified as an Eligible User.

Concession - Manufacturer's discount allowance for a specific vehicle related to a specific sale type i.e. governmental use sales as designated by a manufacturer

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options from the Manufacturer responsive to this solicitation. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Sheriff's Office of Bradford County.

Fee - Amount of payment remitted back to Bradford County Sheriff's office upon the sale of any motor vehicle purchased off this contract. VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid, due the 20th of the month for deliveries made in the prior month.

Disposal Fee: Awarded vendor is capped at a net disposal fee of \$400 per used vehicle, net of transportation costs and auction fees, supported by corresponding documentation. The remainder of dispositional funds will be remitted back to agency of record.

Identified Aftermarket Option – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Representative Model by the awarded Contractor. Awarded vendor must state Labor Rate at an amount below that dealership's published service department warranty labor rate accepted by the OEM. The discounted labor rate multiplied by the hours to install will be totaled and itemized on the PQF (price quote form) for each aftermarket option requested. If labor is included in an item, dealer must indicate on the PQF. [edited 6/21/23]

Local Vendor: Local preference is allowed to Bidders that have a principal place of business, registered, and verified withing Bradford, Clay, St. Johns, Duval or Nassau County. (edited 9/1/22)

Manufacturer/Brand – The original producer or provider of Motor Vehicles responsive to this solicitation which possess the minimum quality, reliability, service, and value required by the Department and Customers.

Manufacturer's Last Order Date – The final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, catalog price, distributor price, published price, or other usual customary pricing that would be paid by the purchaser for specific Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and contractual services without benefit of a Contract resulting from this solicitation, if awarded. MSRPs are formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent Commodity, equipment model or contractual service, the Bidder will supply the lowest price as the MSRP.

MSRP Credit – The MSRP price of the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature, or configuration that is deducted from the Representative Model price paid by the Customer if the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature or configuration is removed from the vehicle.

Price List – A collection of MSRPs and invoice costs and related information broken down by specific Representative Models and their associated OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. Prices shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data Carbook Pro Fleet Edition.

Price Sheet – The MSRP Sheet provides the MSRP and specification(s) for the Representative Model(s) bid. Also known as a Build Sheet.

Net Price – The final price after applying all discounts and credits.

Original Equipment Manufacturer (OEM) – The original producer of a Commodity and/or service.

OEM Options – A motor vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the standard equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

Representative Model – A Department specified Motor Vehicle, that may include Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, or configurations different than those provided by a Manufacturer, port, and Dealer on their standard version of the Commodity. Also known as Standard Model or Vehicle, Representative Vehicle, Motor Vehicle, Base Vehicle, or Vehicle.

Required Aftermarket Option – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to the Representative Model by the awarded Contractor.

Vendor – An entity providing Motor Vehicles. Also known as Manufacturers or Dealers.

C. OBJECTIVE

Bradford County Sheriff's Office intends to enter into a contract with an Automotive dealer(s) for the procurement of NEW, unused, light and medium duty trucks, sport utility vehicles and police rated vehicles.

Price structure is to be established for the base represented vehicle inclusive of all manufacturer's standard equipment (no deletions or substitutions allowed without prior approval), OEM options, and aftermarket vehicle related components. No incomplete vehicles are to be purchased off this agreement. All incomplete vehicles

requiring further modification will have a second stage manufacture's certificate of origin and be certified as "complete" according to the current FMVSS published guidelines and any statutory laws that govern.

The Bradford County Sheriff's Office intends on making this agreement accessible to other governmental entities as eligible users to include: City and County Agencies, Municipalities, Development Districts, Universities and Colleges collectively known as governmental entities including not-for-profit political subdivisions.

D. TERM

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years, or extended, by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with Vendor approval.

E. RIGHT TO REJECT BIDS

BCSO may reject any Bid not submitted in the manner specified by this solicitation. Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsive. BCSO reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the Sheriff's Office to do so.

F. ADDENDA

It is the responsibility of the vendor to review any addenda posted by the department in accordance with the timeline of events.

G. PUBLIC OPENING

Bids will be opened on the date and at the location indicated in the 'Timeline of Events' section. Bidders are not required to attend. The Department will only announce the names of Bidders who submitted a Bid at this public meeting, in accordance with section 119.071(1)(b), F.S.

H. PREFERENCE

Local preference is allowed to Bidders that have a principal place of business, registered and verified within Bradford, Clay, St. Johns, Duval or Nassau County, in the amount of 4% (four points) of the lowest-responsive bid submitted. In addition, preference to Florida businesses per Florida Statute 287.084 is recognized and added to the local county preference in the amount of 5%, (five points).

I. BID AWARD EVALUATION AND TIE BIDS

BCSO has the right to award multiple bidders in this solicitation. The responsive bids and responsible bidders will be scored according to the following points evaluation table:

CATEGORY	Category Description	Maximum Points
1.0	Pricing	56
2.0	Location in Florida	5
3.0	Local County Preference	4
4.0	Performance Volume Certification	35
5.0	Proposal	25
Total		125

[CATEGORY 1.0] PRICING:

The conversion rule for pricing points allowance is as follows:

Ranking	Maximum Points Awarded	Bid Submission	Example
First Place	56	Lowest Percentage over cost	5% over cost
Second Place	44	Second Lowest Percentage	5.1% over cost
Third Place and greater	0	Third Lowest Percentage	5.25% over cost

[CATEGORY 2.0] LOCATION IN FLORIDA:

Dealer must submit dealer registration and or Business registration document showing Florida address as principal place of business.

[CATEGORY 3.0] LOCAL PREFERENCE:

Bidding Dealership must be located in counties specified in Section H.

[CATEGORY 4.0] PERFORMANCE VOLUME CERTIFICATION:

Vendor's Financial Stability and verified-historical-ability to process volume of Governmental purchases. Dealer must submit annual volume of vehicle sales to governmental customers for 2 year period, Maximum volume is ranked. Highest volume of deliveries receives total points allowance of 35 points. This will be verified through OEM representative's signed manufacturer's certification document.

TIE BIDS: The finishing order in the event of a tie bid requires both businesses to have a qualifying drug-free work program then the award finish will be determined using the following criteria: 1. Bidder place of business radius from the Bradford County Sheriff's Office [20 points] 2. Vendors performance record with purchasers [10 points]

BID EVALUATION EXAMPLE

CATEGORY	Category Description	Bidder A Clay County	Bidder B Georgia Dealer	Bidder C Bradford County	Maximum Points
Bid	% over Cost	3%	2%	1%	
1.0	Pricing	56	44	0	56
2.0	Location in Florida	5	0	5	5
3.0	Local County Preference	4	0	4	4
4.0	Performance Volume Certification	35	0	0	35
5.0	Response	10	20	25	25
	Total	110	64	34	125
	Ranking	First	Second	Third	

J. CHANGE ORDERS AND EQUIPMENT DELIVERY

The vendor shall notify the Bradford County Sheriff's Office, in writing, of all Change Orders for every piece of equipment/ installation purchased. Change Orders shall be approved by the Bradford County Sheriff's Office's Fleet Management Department.

Change Orders shall include the following as a minimum:

- A. Changes to be made (i.e., equipment, equipment components, equipment installation, accessories, accessory components).
- B. Additional time associated with any changes, (if any).
- C. Additional cost associated with any changes, (if any).

The Bradford County Sheriff's Office shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: Chief of Operations/Major G. Konkell

Bradford County Sheriff's Office

Fleet Management Department

945-B North Temple Avenue

Starke, Florida 32091

Phone Number- (904) 964-2276

Fax Number - (904)966-6160

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of vehicles offered by the bidder. Vendor shall deliver all equipment to Bradford County Sheriff's Office free of charge.

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (15) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this document or any alterations may not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided.
The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.
Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.
Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.
- Deliveries of less than 550 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE"

cover on light bars.

- All deliveries in excess of 550 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 550 odometer miles and may deduct \$0.51 cents per mile in excess of 550 miles from the invoice, unless distance above 550 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (15) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

K. INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification
6. Owner's manual

7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative. Deliveries that do not include the above items will be considered incomplete and can be refused.

L. PROPOSAL RESPONSE REQUIREMENTS

Any bidder's response to the RFP should include the following information at a minimum. Points are scored based on content, selection and diversity. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the requested information and documents to be considered responsive.

The Bradford County Sheriff's Office reserves the right to seek additional / supplemental information on specific issues as needed.

All bid documents should be sealed in an envelope addressed to the Bradford County Sheriff's Office (Attn Major George Konkel) with the bid number clearly indicated and opening date and time. No bids will be considered that are later than the requested due date on the timeline.

**Bradford County Sheriff's Office
Attn. Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091**

TAB 1: EXECUTIVE SUMMARY (10 POINTS)

A. Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must include the signer of the proposal and must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

B. Business location(s)

C. Governmental References for similar scope of work

TAB 2: QUALIFYING DOCUMENTS (10 POINTS)

A. Manufacturer's certification and historical performance volume metrics (this item will be ranked and scored independently and considered in the overall bid award.

B. Business registration, dealer registration

C. Representations / Certifications

D. Local Vendor affidavit as defined in definitions (section H) (edited 9/1/22)

TAB 3: FINANCIALS (5 POINTS)

A. Provide a company income statement and balance sheet for review. The purpose of this information is to ensure the vendor has the financial strength / stability to satisfy the demands of the department.

B. Vendor's Federal IRS form: w9

TAB 4: PRICE PROPOSAL

Part 1: In tabular format, bidder will list OEM brand name, and representative model / description, with corresponding percentage “profit” over dealer invoice. This percentage value is the basis for the ranking in the bid award tabulation. This percentage should include all profit, prep fees, delivery to the Bradford County Sheriff’s Office, and BCSO one half of one percent contract fee. The percentage should be published up to two decimal places. Note: It is not necessary to publish vehicle invoice amounts as these will be captured upon quoting by the awarded dealer.

Percentages are to be the same within a dealer’s bid covering all models submitted. It is assumed that bidder for a particular OEM brand will make available all models unless exclusions are submitted with proposal.

Part 2: Bidder will offer brand names of all second stage manufacturing products and the corresponding discounts off MSRP and/or % over dealer cost (edited 9/1/22)

Part 3: Delivery charge per mile to include cost for fuel for deliveries made in any location other than the BSCO office.

M. RFQ: PRICE QUOTING UPON AWARD

Upon award, to ensure pricing integrity, awarded dealer will quote using the following format:

Vehicle: Part 1	Invoice	Total part 1 & 2	
Representative OEM Make, Model, description, model year and price	\$		
OEM option content	\$		
OEM governmental concession discount	(\$_____)		
Bid percentage markup	+%		
Total Vehicle			
AMO: Part 2	MSRP		
	Requested Aftermarket options, brand name & description	\$	
	OEM percentage discount or % over cost	(\$_____)	
	Plus Aftermarket Total Plus Labor hr. x rate/hr	\$	
Total Vehicle Plus Total AMO			Is Total

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TOURISM ECONOMICS FOR SERVICES RELATED TO THE DATA WAREHOUSING AND MARKET INTELLIGENCE PLATFORM FOR THE VILLAGE IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000) ANNUALLY FOR A THREE-YEAR PERIOD.

Issue:

Should the Council approve a contract with Tourism Economics for the data warehousing and market intelligence platform to support the Tourism Strategic Plan developed by EY?

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 checked="" type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |

Item Summary / Recommendation:

At the June 18, 2024 Council meeting, a Resolution was approved adopting the Tourism Strategic Plan developed by EY. The implementation of this plan is intended to help further guide the strategies and goals executed by the Village. EY recommended a holistic set of prioritized recommendations targeting key areas of destination management to compete with evolving trends and enhance visitation to Bal Harbour. A top recommendation was the integration of tourism related data analytics. The Village currently has limited access to visitor and destination performance data, relying on an incomplete combination of data from several sources, including our overall digital marketing efforts, data from the Greater Miami Conventions & Visitors Bureau and our Resort Tax collections. Given this, the strategic recommendation is to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village met with representatives from several vendors who specialize in this area. Tourism Economics emerged as the preferred vendor as they collect data from both domestic and international individuals. They can customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In addition to visitation data, they can compare year to year length of stay and cross visitation as well as analyze our media and website attribution. If the Council approves this item, EY will work with the Village, along with Tourism Economics, to finalize the specifics desired for the data analytics and warehousing recommended in the Tourism Strategic Plan and finalize the desired parameters.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.


Advisory Board Recommendation:

The Resort Tax Committee reviewed the Strategic Plan and voted to support the recommendations.

Financial Information:

Amount	Account	Account #
\$33,000	Professional Services - Resort Tax Fund	10-52-503105

Sign off:

Tourism Director Ramiro J. Inguanzo	Chief Financial Officer Claudia Dixon	Village Manager Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TOURISM ECONOMICS FOR SERVICES RELATED TO THE TOURISM DATA WAREHOUSING AND MARKET INTELLIGENCE PLATFORM FOR BAL HARBOUR VILLAGE IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000) ANNUALLY FOR A THREE-YEAR PERIOD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

At the February 2023 Village Council Retreat, the Village Council identified the Village's tourism and public relations efforts as a priority item for the Village to focus on. The Council asked for the development of a Tourism Strategic Plan to address the future of the Village's tourism efforts. On April 21, 2023, the Village issued a Request for Proposals (RFP) 2023-02 for qualified and experienced firms to develop an integrated comprehensive strategic plan to continue to drive tourism in Bal Harbour Village by creating a framework to support the short and long-term success and resilience of Bal Harbour Village's tourism industry. At the July 18, 2023 Village Council meeting, the Village Council passed a Resolution authorizing the Village Manager to negotiate with the top-ranked firm of Ernst & Young (EY) for the development of a tourism strategic plan. At the September 19, 2023 Village Council meeting, the Village Council approved a Resolution authorizing an agreement with EY for the development of the Tourism Strategic Plan for Bal Harbour Village. EY is a large, well-established firm with a world-wide presence and access to a vast network of data and clients. EY has a practice focused on Travel, Tourism, Hospitality & Real Estate based in Miami with a team that has local presence devoted to both public-sector tourism and destination development as well as private-sector real estate and hospitality. At the June 18, 2024 Village Council meeting, the Village Council approved a Resolution adopting the Tourism Strategic Plan developed by EY.

The Village's Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder

markets throughout the Americas, Europe and other parts of the world. The focus of the Tourism Department is to position the Village as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners.

The Tourism Department accomplishes these goals in a number of ways, including: (1) coordinating a digital advertising campaign to promote the Village as a tourism destination; (2) representation in key strategic domestic and international markets, using contracted professionals in these key markets, including in the following countries: Argentina, Brazil, Canada, Chile, Mexico and the U.S; (3) coordinating press and familiarization (“FAM”) trips to Bal Harbour from key markets; (4) a recurring partnership with the Greater Miami Convention and Visitors Bureau (GMCVB) for joint efforts to attract visitors to Bal Harbour; and (5) developing special event programming and opportunities to enhance *The Bal Harbour Experience* for both our visitors and our residents.

The tourism goals of Bal Harbour Village are centered on enhancing our local community and increasing the overall benefit and economic impact generated by the tourism industry. These goals include: (1) increase traveler spending and tax revenues in Bal Harbour Village; (2) increase travel interest/demand year-round in Bal Harbour Village; (3) elevate Bal Harbour’s recognition as an international tourism destination; (4) maximize marketing return on investment; and (5) support appropriate events in Bal Harbour Village.

ANALYSIS

The adoption and implementation of the Tourism Strategic Plan is intended to help further refine and guide the strategies and goals already executed by Bal Harbour Village and the Tourism Department. EY recommended a holistic set of prioritized recommendations targeting key areas of destination management to compete with evolving trends and enhance visitation to Bal Harbour Village focused on the following key strategic recommendations:

1. Tourism Data Analytics
2. Tourism Operations and Marketing
3. Tourism Partnerships
4. Event Facilitation and Development
5. Experiential Facilitation and Development
6. Tourism Product (public spaces)

A top recommendation from EY was the integration of tourism related data analytics. Bal Harbour Village currently has limited access to visitor and destination performance data, relying on an incomplete combination of data from several sources, including our overall digital marketing efforts, data from the Greater Miami Conventions & Visitors Bureau and our Resort Tax collections in the Village compared year-over-year. Given this, the strategic recommendation is to invest in a tourism data analytics vendor that specializes in tourism related data analytics.

Investment in a set of recurring and dynamic visitor data related to key performance indicators is necessary to make strategic decisions, track and monitor progress against goals and objectives. Leading destinations leverage a diverse set of dynamic and real-time data to understand the nuances of the destination and visitor, and ultimately drive metric-based strategic decision making. These various data sources help destinations target source markets more narrowly, define existing visitor profiles and align targeted marketing not only to their existing visitor but to aspirational visitors as well. Data can also help inform events and experiences to target the right visitor at the right time to optimize attendance and engagement. There are a variety of ways in which to acquire this data, from the most robust recurring subscription-based dashboards to a more piecemeal approach of acquiring data at certain intervals, either quarterly or annually. The acquisition of data should be the highest priority for the Village as it will drive analysis and decision making related to future strategic decisions around marketing, events and partnerships.

In addition, the integration of this tourism related data analytics will assist with another recommendation made by EY and our strategy related to our tourism operations and marketing. The Village's use of in-destination marketing representatives for key source markets aligns with best practices in the industry, but currently there is no mechanism to understand the impact of these efforts and the return on the investment. On the digital marketing side, the Village is currently running ad campaigns which gather data on total impressions (views) and conversion rate (actions taken after viewing the ad). To get a better return on investment on these existing efforts, the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals.

With the assistance of EY, the Village met with representatives from several vendors who specialize in data warehousing and market intelligence platforms. The three top firms that emerged as part of this process included: (1) Placer.ai Analytics, (2) Zartico Partners, and (3) Tourism Economics (an Oxford Economics company). Of these three vendors, Tourism Economics emerged as the preferred vendor based on the fact that they were the only vendor that collects data from both domestic and international individuals, which is extremely important to the Village in order to measure data from both domestic and international visitors. Tourism Economics can customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In addition to visitation data, they are able to compare year to year length of stay and cross visitation as well as analyze our media and website attribution.

Tourism Economics has worked with more than 130 national, state, and city tourism partners, including the Greater Miami Conventions and Visitors Bureau, providing data warehousing through their market intelligence platform, Symphony. The Symphony platform is comprehensive by design, incorporating the widest range of data available, with targeted analysis for destination strategy, marketing, sales, and advocacy. Symphony integrates internal and external intelligence into a dynamic environment with insightful analysis that highlights relevant implications and allows this information to be "amplified"

to selected audiences through various channels. Symphony will measure visitation data, length of stay, cross visitations, and day visitors compared to overnight stays.

If the Village Council approves this item, EY will continue to work with the Village, along with Tourism Economics, to finalize the specifics desired by the Village for the data analytics and warehousing recommended in the Tourism Strategic Plan and finalize the desired parameters. This agreement will be for a three-year period in order to allow for sufficient time to build the platform and collect sufficient data to use for the purposes EY has identified in the Tourism Strategic Plan.

THE BAL HARBOUR EXPERIENCE

The Village's tourism efforts promote Bal Harbour Village as a desirable destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations. Specifically, the Resort Tax Fund supports and funds all of the following elements of *The Bal Harbour Experience*: Beautiful Environment, Destination & Amenities, Unique & Elegant, and Safety.

CONCLUSION

Approval of this Resolution is recommended to be able to implement the recommendations made by EY in the adopted Tourism Strategic Plan for Bal Harbour Village. Contracting with Tourism Economics will afford the Village's Tourism Department the opportunity to continue to prioritize and enhance the Village's tourism and public relations efforts.

Attachments:

1. Tourism Economics Agreement

RESOLUTION NO. 2024-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TOURISM ECONOMICS FOR SERVICES RELATED TO THE TOURISM DATA WAREHOUSING AND MARKET INTELLIGENCE PLATFORM FOR BAL HARBOUR VILLAGE IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000) ANNUALLY FOR A THREE-YEAR PERIOD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village’s goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, the Village retained the services of Ernst & Young (“EY”) for the development of a tourism strategic plan (the “Plan”) to address the future of the Village’s tourism efforts; and

WHEREAS, a top recommendation from EY was the integration of tourism data analytics, and with the assistance of EY, the Village met with representatives from several vendors specializing in data warehousing and market intelligence platforms. Tourism Economics emerged as the preferred vendor as the only vendor who could collect data from both domestic and international individuals; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to enter into a three-year agreement with Tourism Economics for tourism data analytics and related activities for the provision of the specified services as detailed in the Scope of Services in an amount not to exceed \$33,000 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. Agreement Approved. That the agreement with Tourism Economics for the provision of the specified services detailed in the Agreement and in the Scope of Services in the amount not to exceed \$33,000 per year for services is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

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

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

PASSED AND ADOPTED this 17th day of September, 2024.



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.



AN OXFORD ECONOMICS COMPANY

A proposal prepared for **Bal Harbour Village**

Data warehousing and market intelligence platform

Proposal submitted by

SYMPHONY



TOURISM ECONOMICS

303 W. Lancaster Ave, Suite 2E
Wayne, PA 19087
Tax ID: 30-0540227

October 1, 2024

We are pleased to submit this proposal to customize our best-in-class Symphony platform to meet the unique needs of Bal Harbour Village to monitor, analyze, and predict tourism activity in the destination.

We have now successfully delivered Symphony to more than 130 of our national, state, and city tourism partners. Any one of our clients would be happy to provide a reference.

Symphony is comprehensive by design, incorporating the widest range of data available, with targeted analysis for destination strategy, marketing, sales, and advocacy. More than just aggregation of data, Symphony integrates internal and external intelligence into a dynamic environment with insightful analysis that highlights relevant implications and allows this information to be “amplified” to selected audiences through various channels.

Symphony is unique in the marketplace with strengths that are well-tailored to meet the needs of Bal Harbour Village. We are enthusiastic about this opportunity and prepared to devote ourselves to the success of your destination.

If you have any questions, please don't hesitate to reach out to us.

Many Thanks,



Zeek Coleman
Vice President, Americas | Tourism Economics
ZColeman@OxfordEconomics.com (912)
492-8755

1. COST & TERMS OF AGREEMENT

Access to the SYMPHONY platform will be billed annually for the duration of the agreement (36-months). Implementation fee will be billed at project inception.

The development and update program includes twenty-four (24) consulting hours per year that can be utilized for monthly calls, presentations, planning meetings, ad hoc analysis, or on-site presence. Additional support will be available at a blended rate of \$250/hr and must be preapproved by customer.

All raw data remains the property of the source organization and third-party licensing agreements remain in place within SYMPHONY. Formulas, code, and calculations remain the property of Tourism Economics.

Any data requiring purchase will be the responsibility of the client, who will grant Tourism Economics access to all necessary programs and datasets for the duration of the agreement.

SYMPHONY	Annual Cost
SYMPHONY	\$38,000 \$28,000
Executive Summaries	Included
Mobile location (main study geography + 50 200 POIs)	Included
Marketing Data Integration (Website, Social Media, etc.)	Included
Website Attribution	\$5,000
One-time implementation fee	\$20,000 Waived
Total Cost + One Time Cost*	\$53,000 \$33,000*
*Agreement & Invoicing to start on October 1, 2024	

AGREEMENT

TERMS AND CONDITIONS FOR CONSULTING SERVICES

1. NO OTHER TERMS

1.1 The Conditions apply to the supply of the Consulting Services to the Customer (Bal Harbour Village) and supersede any terms and conditions provided or referred to by the Customer, including any of the Customer's standard terms provided with any purchase order, invoice or other documentation.

2. DEFINITIONS

2.1 In this Agreement the following expressions have the meaning set opposite:

Background: information, techniques, know-how, software and materials (regardless of the form or medium in which they are stored) that are used by TE (and whether owned or provided by TE or a third party) in creating the Deliverables;

Intellectual Property: patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

Know-how: unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, consulting, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

3. CONSULTING SERVICES

3.1. The Customer engages Tourism Economics (TE) to provide the Consulting Services to the Customer as from the

3.2. This Agreement relates to the supply of the Consulting Services. The supply of any other services, including any variations to the Consulting Services, will be subject to a separate agreement to be negotiated between TE and the Customer.

4. CHARGES

- 4.1. The Customer will pay the Charges and will reimburse TE on demand for all travel, subsistence or other expenses incurred by TE's employees or consultants in connection with the provision of the Consulting Services and the supply of the Deliverables including, without limitation, those expenses incurred in complying with the Customer's requests.
- 4.2. The Charges will be payable in accordance with paragraph B of the Schedule and where no timetable for payment is specified, TE may invoice the Customer monthly in arrears for any Charges and expenses and the Customer will pay each of TE's invoices within 30 days after the date of the invoice.
- 4.3. All sales, use, transfer, gross receipts, excise, value added, transaction or similar taxes on or imposed as a result of the sale, use, or transfer of services or property, if any, under this Agreement or resulting in any way from this Agreement are the sole obligation of the customer, and are in addition to the charges for or prices of the services and property, if any, stated or provided under this Agreement. TE will invoice Customer for such taxes due where it is required to do so, but whether or not TE invoices for such taxes, Customer nevertheless hereby agrees to reimburse TE for any such taxes due that TE has to pay or remit to a taxing or government authority.
- 4.4. All amounts and fees stated or referred to in this Agreement are non-cancellable and non-refundable.

5. WARRANTIES

- 5.1 TE will provide the Consulting Services with reasonable skill and care.
- 5.2 Because of the uncertainty of future events and circumstances and because the contents are based on data and information provided by third parties upon which TE has relied in good faith in producing the Deliverables, TE does not warrant that its forecasts, projections, advice, recommendations or the contents of any report, presentation or other document will be accurate or achievable and TE will not be liable for the contents of any of the foregoing or for the reliance by the Customer on any of the foregoing.
- 5.3 If the Customer makes or has anyone else make any modification to any of the Deliverables, TE will have no further liability or responsibility in respect of that Deliverable, will be released from any obligation to provide any service in respect of that Deliverable, and will be entitled to raise additional charges in return for any services which TE does so provide.

6. PROPRIETARY RIGHTS IN THE DELIVERABLES AND CONFIDENTIALITY

- 6.1 Subject to Clauses 6.2 and 6.3, the Intellectual Property in the Deliverables shall be vested in the Customer.
- 6.2 This Agreement will not affect the ownership of any Intellectual Property in any Background. The Intellectual Property in such Background will remain the property of TE (or its licensors) and the Customer will keep the Background confidential.

6.3 The Customer agrees that it will include in the Deliverables an acknowledgement in a form acceptable to TE that the Deliverables have been prepared by TE.

6.3.1 If resulting deliverables are to be Customer-branded, Customer agrees to clearly explain the role of TE Economics in the deliverables (either in the methodology or acknowledgements section). Specific wording would be approved by both Customer and Tourism Economics; suggested language: "Customer thanks Tourism Economics for its assistance in developing the research and for carrying out the analysis."

6.3.2 All deliverables that mention data or analysis derived by Tourism Economics should be properly cited in reports and graphic charts.

6.4 TE agrees to keep confidential and not to use except for the purpose of performing the Consulting Services, any confidential information which it may receive from or on behalf of the Customer or any confidential information of the Customer which may come into its possession in the course of performing the Consulting Services.

7 DURATION AND TERMINATION

7.1 Despite anything else contained in this Agreement, each party may terminate this Agreement immediately on giving notice in writing to the other party if:

7.1.1 the other party commits any breach of any term of this Agreement and in the case of a breach which is not persistent and which is capable of being remedied, has failed, within 30 days after TE has requested the Customer in writing, to remedy the breach; or

7.1.2 the other party has a receiver, administrative receiver or an administrator appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

7.2 Any termination or expiry of this Agreement (however it happens) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

7.3 Clauses 5, 6, 9 and 10.2 will survive the termination of this Agreement or the completion of the Consultancy Services and continue indefinitely.

7.4 Project should commence within 30 days of fully executed agreement; delays longer than 30 days will be considered extensive and are subject to scheduling changes and cost increases.

7.5 Project should be completed within one year from the fully executed agreement and/or the specified timeline within the SOW, after which the scope of project will be considered complete unless agreed to in writing before the expiration date of the SOW.

7.6 Each Term shall automatically renew for subsequent periods of the same length as the initial Term (36-months) unless either party gives the other written notice of termination at least sixty (60) days prior to expiration of the then-current Term. All (36-month) renewals will include an annual cost increase in alignment with the annual consumer price index (up to 5%).

8 DELAYS

8.1 Despite anything else contained in this Agreement, TE will not be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, any act or omission on the Customer's part or on the part of any third party, and any defect, error, fault or deficiency in any software not provided by TE or in any equipment), and TE will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the project in hand but also in the context of TE's other commitments.

8.2 TE will endeavour to comply with any timetable or dates which TE has given to the Customer for the performance of the Consultancy Services and the supply of the Deliverables, but these are estimates only, and TE will not be liable for any delay or failure to supply or perform in accordance with that timetable or those dates.

9 LIABILITY

9.1 Nothing in this Agreement limits or excludes TE's liability for the death or injury of any person caused by TE's negligence, or for any fraud.

9.2 Subject to Clause 9.1, TE will not be liable to the Customer for loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, lost or wasted management time or time of other employees, loss or spoiling of data, loss of contracts, or for any indirect or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if TE was advised of or knew of the likelihood of that loss or type of loss arising.

9.3 Subject to Clause 9.1, TE's liability to the Customer (whether in contract or tort, including but not limited to negligence, or arising in any other way, and whether or not of a kind foreseeable by TE) will be limited to damages which will not exceed, in aggregate, a sum equal to the Charges payable to TE by the Customer under this Agreement.

- 9.4 The Customer acknowledges that the above exclusions and limitations on TE's liability have been drawn to the Customer's attention and that TE is willing to undertake greater liability provided TE is able to obtain insurance to cover fully its potential liabilities to the Customer and the Customer pays for that insurance.
- 9.5 Under any relevant privacy legislation, eg GDPR, this acknowledges that Tourism Economics has permission to store user data such as phone numbers, email addresses, as necessary to provide good and timely services. Tourism Economics confirms that this data will not be shared with any third party without permission of the client.

10 TE'S STAFF

- 10.1 Although TE will endeavour to maintain the continuity of its personnel involved in providing the Consulting Services to the Customer, TE reserves the right to determine which of its employees and consultants performs those services.
- 10.2 During the period when TE is providing the Consulting Services, or for six months afterwards, the Customer will not (i) solicit, or endeavour to entice away from, or discourage from being employed or engaged by TE, anyone who is or has been involved in the provision of the Consulting Services or the Deliverables under this Agreement; or (2) employ, engage or endeavour to employ or engage anyone who is employed or engaged by TE and is or has been involved in providing the Consulting Services or the Deliverables under this Agreement.

11 GENERAL

- 11.1 *Notices.* Any notice to be given under this Agreement must be in writing and sent by pre-paid first class post or international courier to the address of the relevant party set out on the front sheet of this Agreement. A notice sent in accordance with this clause will be deemed to take effect on the second day after the day of posting.
- 11.2 *Headings.* The headings in this Agreement are for ease of reference only and do not affect the interpretation of this Agreement.
- 11.3 *Assignment etc.* No party may assign or otherwise transfer this Agreement or any of its rights or obligations under it, whether in whole or in part.
- 11.4 *Illegal/unenforceable provisions.* If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 11.5 *Waiver of rights.* If a party fails to enforce or delays in enforcing an obligation of any other party, or fails to exercise or delays in exercising a right under this Agreement, the failure or delay will not affect their right to enforce that obligation or constitute a waiver of that right. Any waiver by a party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 11.6 *No agency etc.* Nothing in this Agreement is intended to create, imply or evidence any partnership or joint venture between the parties or the relationship between any of them of principal and agent. No party has any authority to make any representation or commitment or incur any liability on behalf of any of the others.
- 11.7 *Entire agreement.* This Agreement constitutes the entire agreement between the parties relating to its subject-matter. Each party acknowledges that it has not entered into this Agreement on the basis of or relied on any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which any party may have to any other (or any right which any party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 11.8 *Variations.* No variation of this Agreement will be effective unless it is made in writing and signed by each party or its authorised representative.
- 11.9 *Third parties.* No person who is not a party to this Agreement has any right to prevent the variation or cancellation of any provision of this Agreement or its termination, and no person who is not a party to this Agreement may enforce any benefit conferred upon them by this Agreement, unless this Agreement expressly provides otherwise.
- 11.10 *Governing law, etc.* This Agreement will be governed by and construed in accordance with US law and Florida. Florida courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that any party may bring proceedings for an injunction in any jurisdiction.

Approved

Authorized Signature for Client

Printed Name and Title

Date



Authorized Signature for TE

Adam Sacks, President, Tourism Economics

Printed Name and Title

October 1, 2024

Date



AN OXFORD ECONOMICS COMPANY

Tourism Economics

an Oxford Economics company
303 W. Lancaster Ave. Suite 2E
Wayne, PA 19087
Tel: +1 (610) 995 1600

Global headquarters

Oxford Economics Ltd
Abbey House
121 St Aldates
Oxford, OX1 1HB
UK
Tel: +44 (0)1865 268900

London

Broadwall House
21 Broadwall
London, SE1 9PL
UK
Tel: +44 (0)203 910 8000

New York

5 Hanover Square, 8th Floor
New York, NY 10004
USA
Tel: +1 (646) 786 1879

Singapore

6 Battery Road
#38-05
Singapore 049909
Tel: +65 6850 0110

Europe, Middle East and Africa

Oxford
London
Belfast
Frankfurt
Paris
Milan
Cape Town
Dubai

Americas

New York
Philadelphia
Mexico City
Boston
Chicago
Los Angeles
Toronto
San Francisco
Houston

Asia Pacific

Singapore
Sydney
Hong Kong
Tokyo

Email:
mailbox@oxfordeconomics.com

Website:
www.oxfordeconomics.com

**ADDENDUM TO TOURISM ECONOMICS AGREEMENT
BETWEEN BAL HARBOUR VILLAGE AND TOURISM ECONOMICS**

I. TERMINATION FOR CONVENIENCE BY 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 Contractor of such termination; which shall become effective sixty (60) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. Given that the implementation fee of twenty thousand dollars (\$20,000) was waived by the Contractor, if the Agreement is terminated by the Village, the Village will have to reimburse the Contractor this full implementation amount.

II. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party 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 negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party 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 afflicted Party in the defense of such claims and losses, including appeals. 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 the Contractor up to the statutory limits.

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.

III. INDEPENDENT CONTRACTOR.

Contractor has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Village under this Agreement.

IV. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

- A.** Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B.** Upon request from the Village's custodian of public records, Contractor 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 final 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 Contractor's workpapers shall remain the sole property

of Contractor, 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 Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. 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. Once the public records have been delivered upon completion or termination of this Agreement, Contractor 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 Contractor 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 Contractor shall be withheld until all records are received as provided herein.
- F. 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.

V. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-

vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

VI. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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

Contractor:
Tourism Economics TE
303 W Lancaster Ave, Suite 2E
Wayne, PA 19087

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

By: _____
Authorized Signer

By: _____
Authorized Signer

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ (“Vendor”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH L / DIAZ DESIGN FOR THE DEVELOPMENT OF CREATIVE COLLATERAL MATERIALS TO BE USED FOR THE PROMOTION AND MARKETING OF BAL HARBOUR IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000); AND WITH THE VILLAGE'S SOCIAL MEDIA CREATOR BIANCA OVERTON FOR THE MANAGEMENT OF THE TOURISM SOCIAL MEDIA, IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND (\$25,000).

Issue:

Should the Village Council approve an Agreement with L / Diaz Design for creative collateral services and Bianca Overton for the management of the Village's Tourism social media?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. EY recommended that the Village continue investing in the frequent development of fresh photography and videos to have visuals available for the various brand campaigns conducted by the Village. In addition, as part of the strategic plan, EY also recommended the use of a dedicated social media representative to further support the Village's digital marketing efforts and provide social media management for the Tourism social media accounts. The work done by L / Diaz Design has delivered excellent results to date and it is the recommendation that L / Diaz Design continue to provide the photography and video elements for usage in our ongoing digital and print campaigns as well as for the Village's website. Providing social media management for the Village's various tourism social media accounts is also a priority for the Village. Since July 2024, Bianca Overton has been managing the Village's social media efforts. An agreement with this vendor will allow the Tourism Department to have a dedicated resource allocated to this important area.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

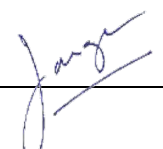
Resort Tax Committee.

Financial Information:

	Amount	Account	Account #
	\$30,000	L/Diaz Design - Production/Collateral - Tourism	10-52-504814
	\$25,000	Bianca Overton - Social Media Management-Tourism	10-52-503105

Sign off:

Tourism Director Ramiro Inguanzo	Chief Financial Officer Claudia Dixon	Village Manager Jorge M. Gonzalez
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BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S CREATIVE DIRECTOR L / DIAZ DESIGN FOR SERVICES RELATED TO THE CREATION AND DEVELOPMENT OF CREATIVE COLLATERAL MATERIALS TO BE USED FOR THE PROMOTION AND MARKETING OF BAL HARBOUR VILLAGE IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000); AND WITH THE VILLAGE'S SOCIAL MEDIA CREATOR BIANCA OVERTON FOR THE MANAGEMENT OF THE TOURISM SOCIAL MEDIA, IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND (\$25,000); APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL ONE YEAR TERMS PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 2015, the Village contracted with a creative agency, Chandelier Creative, to develop a brand guide to establish guidelines for the appropriate and consistent usage of branding elements for Bal Harbour Village including logo design, photography, font design and usage for all marketing and advertising as well as all collateral materials in print, digital and social media efforts. As the Village uses marketing and advertising print and digital campaigns often, fresh photography and videos are needed on a frequent basis to provide visuals to the Village's brand campaign.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. EY recommended that the Village continue investing in the frequent development of fresh photography and videos to have visuals available for the various brand campaigns conducted by the Village. In addition, as part of the strategic plan, EY also recommended the use of a dedicated social media representative to further support the Village's digital marketing efforts and provide social media management for the Tourism social media accounts.

L / Diaz Design was contracted by the Village beginning in 2020 to update the original creative and collateral materials which had been created by Chandelier Creative as those photography rights expired. New and fresh photography, video and digital elements are critical for Bal Harbour to be competitive in the marketplace. L / Diaz Design has demonstrated an excellent understanding of our brand and produces outstanding materials which enhance the Bal Harbour brand and are the images used in all our digital and print productions. The most recent contract with L / Diaz Design and the Village has expired, so it is recommended that the Village renew an agreement so that our collateral materials are constantly being developed and updated.

As a result of EY's recommendation, in July 2024, the Village contracted with Bianca Overton for the coordination of the Village's Tourism social media efforts, providing social media management for the various tourism social media accounts.

ANALYSIS

Updated and refreshed photography are key elements to ensuring that our marketing campaigns, both in print as well as digital, are current and matching the marketing strategy of Bal Harbour Village. The Village's Resort Tax Committee discussed and has requested that updated creative collateral materials be used as part of the Village's ongoing promotional efforts to ensure we maintain our competitive position against other global luxury destination. The work done by L / Diaz Design has delivered excellent results to date and it is the recommendation that L / Diaz Design continue to provide the photography and video elements for usage in our ongoing digital and print campaigns as well as for the Village's website. This agreement would place the vendor on a 12-month schedule where both photographic and video images are created each month for usage in our ongoing social media, digital and print campaigns. The proposed agreement is for an initial term of one year and a renewal option for up to two additional one-year terms.

Providing social media management for the Village's various tourism social media accounts is also a priority for the Village. Since July 2024, Bianca Overton has been managing the Village's social media efforts. An agreement with this vendor will allow the Tourism Department to have a dedicated resource allocated to this important area. The vendor will be responsible for leading the social media strategy, including the monitoring of relevant performance analytics, competitor analysis and social listening. As part of this agreement, the vendor will plan the content for inclusion in social media, with a minimum of 16 grid posts per month, including a combination of photos and reels and daily stories of either original content or relevant reposts. The vendor will also be responsible for the creation of all written copy for all posts and the hashtag creations. The proposed agreement is for an initial term of one year and a renewal option for up to two additional one-year terms.

THE BAL HARBOUR EXPERIENCE

Approval of this Resolution will ensure that the Village is well positioned to promote Bal Harbour as a unique and elegant community with a beautiful environment and a destination with world-class amenities.

CONCLUSION

Based on the need to update the creative collateral materials used to promote and market Bal Harbour Village, and for the best management of the Village's social media efforts, it is recommended that the agreements with L / Diaz Design and Bianca Overton be approved.

Attachments:

1. L / Diaz Design Agreement
2. Bianca Overton Agreement

RESOLUTION NO. 2024-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH L DIAZ DESIGN, INC. FOR A ONE-YEAR TERM WITH THE OPTION FOR TWO ADDITIONAL ONE-YEAR TERMS FOR SERVICES RELATED TO THE CREATION AND DEVELOPMENT OF CREATIVE COLLATERAL MATERIALS TO BE USED FOR THE PROMOTION AND MARKETING OF BAL HARBOUR VILLAGE IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000); APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL ONE YEAR TERMS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village seeks to create promotion and marketing materials including photography, video production and digital assets for the Village; and

WHEREAS, in 2018 after undergoing a competitive process, the Village awarded a contract to L. Diaz Design (“Consultant”) to perform similar services to those the Village currently needs; and

WHEREAS, the materials developed by Consultant under the 2018 and 2021 agreements were of an exceptional quality and Village staff desires to enter into a new contract with the Consultant; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into an agreement with L. Diaz Design, Inc. for the creation of marketing materials for the Village, in the amount not to exceed thirty thousand dollars (\$30,000) for a one-year term with the option for two additional one-year terms at the same rate.

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 L. Diaz Design, Inc. for the creation of marketing materials for the Village, in the amount not to exceed thirty thousand dollars (\$30,000), for one year with the option to extend the agreement for two additional one-year terms 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 identified budgeted funds for the creation of marketing materials for the Village, in the amount not to exceed thirty thousand dollars (\$30,000) for these services is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary 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 17th day of September, 2024.



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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and L DIAZ DESIGN ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks to reassess and review building permit fees; and

WHEREAS, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

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

SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). This Agreement may be extended for two (2) additional one-year terms, under the same terms and conditions contained herein, upon mutual assent of the parties. Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Two Thousand Five Hundred (\$2,500) per month not to exceed a total annual amount of Thirty Thousand Dollars (\$30,000). All services performed shall be invoiced to the Village for creating a library of photographic and drone images. 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. 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. 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, 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 liability insurance 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.

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), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. 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.

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: L Diaz Design
Leonel Diaz
16816 NW 83 Court
Miami Lakes, FL 33016

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 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.

XXIII. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit

attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

XXIV. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that it does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must be executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____

("Vendor") Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

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:
L Diaz Design
Leonel Diaz
16816 NW 83 Court
Miami Lakes, FL 33016

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

By: _____
President

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"

- 1) Monthly retainer for photography, drone photography and social media videos.
- 2) Delivery of 60 edited and retouched images (ground and drone) in high resolution.
- 3) Delivery of 25 monthly videos (ground and drone) raw footage.
- 4) Creating a monthly library of new images to cover the marketing and social media needs, this will include appropriate size and cropping depending on the usage of each photo.
- 5) Monthly delivery of these images to be upload to Bal Harbour Village's Dropbox.

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH L / DIAZ DESIGN FOR THE DEVELOPMENT OF CREATIVE COLLATERAL MATERIALS TO BE USED FOR THE PROMOTION AND MARKETING OF BAL HARBOUR IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000); AND WITH THE VILLAGE'S SOCIAL MEDIA CREATOR BIANCA OVERTON FOR THE MANAGEMENT OF THE TOURISM SOCIAL MEDIA, IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND (\$25,000).

Issue:

Should the Village Council approve an Agreement with L / Diaz Design for creative collateral services and Bianca Overton for the management of the Village's Tourism social media?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. EY recommended that the Village continue investing in the frequent development of fresh photography and videos to have visuals available for the various brand campaigns conducted by the Village. In addition, as part of the strategic plan, EY also recommended the use of a dedicated social media representative to further support the Village's digital marketing efforts and provide social media management for the Tourism social media accounts. The work done by L / Diaz Design has delivered excellent results to date and it is the recommendation that L / Diaz Design continue to provide the photography and video elements for usage in our ongoing digital and print campaigns as well as for the Village's website. Providing social media management for the Village's various tourism social media accounts is also a priority for the Village. Since July 2024, Bianca Overton has been managing the Village's social media efforts. An agreement with this vendor will allow the Tourism Department to have a dedicated resource allocated to this important area.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

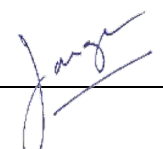
Resort Tax Committee.

Financial Information:

	Amount	Account	Account #
	\$30,000	L/Diaz Design - Production/Collateral - Tourism	10-52-504814
	\$25,000	Bianca Overton - Social Media Management-Tourism	10-52-503105

Sign off:

Tourism Director Ramiro Inguanzo	Chief Financial Officer Claudia Dixon	Village Manager Jorge M. Gonzalez
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BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 17, 2024

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S CREATIVE DIRECTOR L / DIAZ DESIGN FOR SERVICES RELATED TO THE CREATION AND DEVELOPMENT OF CREATIVE COLLATERAL MATERIALS TO BE USED FOR THE PROMOTION AND MARKETING OF BAL HARBOUR VILLAGE IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000); AND WITH THE VILLAGE'S SOCIAL MEDIA CREATOR BIANCA OVERTON FOR THE MANAGEMENT OF THE TOURISM SOCIAL MEDIA, IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND (\$25,000); APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL ONE YEAR TERMS PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 2015, the Village contracted with a creative agency, Chandelier Creative, to develop a brand guide to establish guidelines for the appropriate and consistent usage of branding elements for Bal Harbour Village including logo design, photography, font design and usage for all marketing and advertising as well as all collateral materials in print, digital and social media efforts. As the Village uses marketing and advertising print and digital campaigns often, fresh photography and videos are needed on a frequent basis to provide visuals to the Village's brand campaign.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. EY recommended that the Village continue investing in the frequent development of fresh photography and videos to have visuals available for the various brand campaigns conducted by the Village. In addition, as part of the strategic plan, EY also recommended the use of a dedicated social media representative to further support the Village's digital marketing efforts and provide social media management for the Tourism social media accounts.

L / Diaz Design was contracted by the Village beginning in 2020 to update the original creative and collateral materials which had been created by Chandelier Creative as those photography rights expired. New and fresh photography, video and digital elements are critical for Bal Harbour to be competitive in the marketplace. L / Diaz Design has demonstrated an excellent understanding of our brand and produces outstanding materials which enhance the Bal Harbour brand and are the images used in all our digital and print productions. The most recent contract with L / Diaz Design and the Village has expired, so it is recommended that the Village renew an agreement so that our collateral materials are constantly being developed and updated.

As a result of EY's recommendation, in July 2024, the Village contracted with Bianca Overton for the coordination of the Village's Tourism social media efforts, providing social media management for the various tourism social media accounts.

ANALYSIS

Updated and refreshed photography are key elements to ensuring that our marketing campaigns, both in print as well as digital, are current and matching the marketing strategy of Bal Harbour Village. The Village's Resort Tax Committee discussed and has requested that updated creative collateral materials be used as part of the Village's ongoing promotional efforts to ensure we maintain our competitive position against other global luxury destination. The work done by L / Diaz Design has delivered excellent results to date and it is the recommendation that L / Diaz Design continue to provide the photography and video elements for usage in our ongoing digital and print campaigns as well as for the Village's website. This agreement would place the vendor on a 12-month schedule where both photographic and video images are created each month for usage in our ongoing social media, digital and print campaigns. The proposed agreement is for an initial term of one year and a renewal option for up to two additional one-year terms.

Providing social media management for the Village's various tourism social media accounts is also a priority for the Village. Since July 2024, Bianca Overton has been managing the Village's social media efforts. An agreement with this vendor will allow the Tourism Department to have a dedicated resource allocated to this important area. The vendor will be responsible for leading the social media strategy, including the monitoring of relevant performance analytics, competitor analysis and social listening. As part of this agreement, the vendor will plan the content for inclusion in social media, with a minimum of 16 grid posts per month, including a combination of photos and reels and daily stories of either original content or relevant reposts. The vendor will also be responsible for the creation of all written copy for all posts and the hashtag creations. The proposed agreement is for an initial term of one year and a renewal option for up to two additional one-year terms.

THE BAL HARBOUR EXPERIENCE

Approval of this Resolution will ensure that the Village is well positioned to promote Bal Harbour as a unique and elegant community with a beautiful environment and a destination with world-class amenities.

CONCLUSION

Based on the need to update the creative collateral materials used to promote and market Bal Harbour Village, and for the best management of the Village's social media efforts, it is recommended that the agreements with L / Diaz Design and Bianca Overton be approved.

Attachments:

1. L / Diaz Design Agreement
2. Bianca Overton Agreement

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH BIANCA OVERTON FOR A ONE -YEAR TERM WITH AN OPTION FOR TWO ADDITIONAL ONE-YEAR TERMS TO CURATE THE VILLAGE'S TOURISM SOCIAL MEDIA ACTIVITIES IN THE AMOUNT NOT TO EXCEED \$25,000 ANNUALLY; PROVIDING FOR A RENEWAL OPTION FOR UP TO TWO YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, the Village retained the services of Ernst & Young ("EY") for the development of a tourism strategic plan (the "Plan") to address the future of the Village's tourism efforts; and

WHEREAS, consistent with the Plan, the Village wishes to contract with Bianca Overton in the annual amount not to exceed twenty-five thousand dollars (\$25,000) to assist in managing the Village's tourism social media activities; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor with the option to extend the agreement for two additional one-year terms at the same rate.

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. Agreements Approved. That the Professional Service Agreement for Bianca Overton in the amount of \$25,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by this consultant is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all 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 17th day of September, 2024.



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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Bianca Teresa Overton ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks to manage their social media tourism channels; and

WHEREAS, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

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

SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). This Agreement may be extended for two (2) additional one-year terms, under the same terms and conditions contained herein, upon mutual assent of the parties. Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Two thousand eighty three dollars and thirty three cents (\$2,083.33) per month not to exceed a total annual amount of Twenty Five Thousand Dollars (\$25,000). All services performed shall be invoiced to the Village for approximately fifty (50) hours of account work per month for social media management. 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. 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. 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, 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 liability insurance 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.

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), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. 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.

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: Bianca Teresa Overton
1121 Wilshire Circle West
Pembroke Pines, FL 33027

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 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.

I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-

vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-

named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that it does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must be executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name:(“Vendor”) Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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:
Bianca Overton
1121 Wilshire Circle West
Pembroke Pines, FL 33027

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

By: _____
Bianca Overton

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"

1. Provide social media management for Bal Harbour Village Tourism Instagram account (@Balharbourflorida).
2. Content Planning.
3. 16 grid posts per month (4/week combination of photos & Reels).
4. Daily stories (reposts and original content when relevant).
5. All copy across stories, static posts & reels.
6. Hashtag creation & research.
7. Strategy (includes monitoring performance analytics, competitor analysis, social listening).
8. Full community management & engagement and discuss upcoming strategy.
9. Content collaboration from third party accounts & original content creation when necessary.
10. Participate in bi-weekly calls with Tourism Manager to review posts and strategy.

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 AN AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION FOR VILLAGE BRANDING AND COMMUNICATION EFFORTS AT A COST NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000) ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL ONE YEAR TERMS.

Issue:

Should the Village Council approve an Agreement with Broad Consulting in an amount not to exceed \$33,000 for all graphic, creative design and art direction for the Village's branding activities and creation of promotional materials for both digital and hard copy?

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 checked="" type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |

Item Summary / Recommendation:

In 2016, as a result of an updated branding effort for Bal Harbour Village, the Village consolidated all communication platforms and contracted with Broad Consulting for the Village's marketing efforts, to ensure a common brand look as well as tone of voice. In 2019 and again in 2021, the Village Council approved subsequent agreements with Broad Consulting to provide these services. As the most current agreement expires on September 30, 2024, the Village desires to continue using this vendor for all graphic, creative design and art direction for the Village's branding activities and the creation of promotional materials in both digital and print formats. The Administration recommends renewing a new agreement with Broad Consulting effective October 1, 2024.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

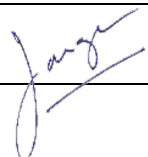
Resort Tax Committee.

Financial Information:

Amount	Account	Account #
\$33,000	Tourism-Advertising Agencies	10-52-504813

Sign off:

Tourism Director	Chief Financial Officer	Village Manager
Ramiro 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: September 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION FOR VILLAGE BRANDING AND COMMUNICATION EFFORTS AT A COST NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000) ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL ONE YEAR TERMS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 2015, the introduction of the new Brand Guidelines created by Chandelier Creative were launched for both print and digital usage to be used Village-wide. The agreement with Chandelier Creative did not include any additional work in graphic design or adaptations for campaigns or collateral, which then necessitated the outside services of an Art Director/Graphic Designer. Beginning in 2016, Fernando Lopez with Broad Consulting was contracted for the adaptation of project-specific marketing collateral and promotional elements for all Village communication efforts. Broad Consulting continued working with the Village and in FY 2018, given the increased need for marketing and advertising print and digital collateral, they were placed on a monthly retainer not exceeding \$20,000 per year. In FY 2020, with the sudden impact of the pandemic and the drastic reduction in the need for tourism related marketing / advertising materials, Broad was tasked with working with the Bal Harbour Village Team in the development and creation of all government communications in print and digital format for all Village communications. In FY 2021, a three-year agreement was approved by the Village Council to contract with Broad for all graphic, creative design and art direction for the Village's branding activities and the creation of promotional materials in both digital and hard copy formats. This agreement expires on September 30, 2024.

ANALYSIS

Since 2016, Broad Consulting has provided all graphic, creative design and art direction for the Village's branding activities and the creation of promotional materials in both digital

and print formats. To ensure that our communication efforts remain consistent going forward, it is recommended that the Village enter into a subsequent agreement with Broad Consulting to continue with the Village's current communication strategy.

The scope of work with Broad Consulting includes the following:

- Design and Art Direction in both digital as well as print media formats for all Bal Harbour Village-wide branding actions and efforts;
- Development of concepts, graphics, design elements and layouts for illustrations, logos and website for Village Tourism as well as the general Government marketing, web and communication and promotional pieces;
- Support for all marketing initiatives and campaigns for email, print, and digital channels;
- Ensure branding, font and design is consistent across all communication platforms.

THE BAL HARBOUR EXPERIENCE

Having a strong art and creative director partner ensures the design elements are in place to promote Bal Harbour as a unique and elegant community with a beautiful environment and a destination with world-class amenities.

CONCLUSION

I recommend that the agreement with Broad Consulting be approved to ensure consistency in the brand look and feel for the Village's communication and marketing initiatives and platforms for email, social media, print, another digital chan.

Attachments:

1. Broad Consulting Agreement

RESOLUTION NO. 2024-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION FOR VILLAGE BRANDING AND COMMUNICATION EFFORTS AT A COST NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000) ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL ONE YEAR TERMS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Bal Harbour Village ("Village") is committed to taking all necessary measures to support the Bal Harbour Experience, stressing the uniqueness of its brand in its marketing and tourism efforts; and

WHEREAS, in 2016 and in furtherance of its branding activities, the Village retained the services of Broad Consulting ("Broad"), a company with an international reputation to provide design and art direction to ensure that the Village's message is consistent across all Village platforms and channels; and

WHEREAS, the firm's current agreement with the Village expires on September 30, 2024 and in order to maintain uniformity in the brand look and feel for all the Village's communication and marketing initiatives and platforms, the Village Manager is recommending that the Village enter into a new agreement with Broad for one year with the option of two additional one-year terms; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to enter into a new agreement with Broad for the provision of the specified services as detailed in the Scope of Services in an amount not to exceed \$33,000 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. Agreement Approved. That the agreement with Broad Consulting for the provision of the specified services detailed in the Agreement and in the Scope of Services in the amount not to exceed \$33,000 per year for services is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

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

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

PASSED AND ADOPTED this 17th day of September, 2024.



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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and BROAD ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks Art Direction for Bal Harbour Branding actions; and

WHEREAS, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

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

SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). This Agreement may be extended for two (2) additional one-year terms, under the same terms and conditions contained herein, upon mutual assent of the parties. Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Two thousand seven hundred and fifty dollars (\$2,750.00) per month not to exceed a total annual amount of Thirty Three Thousand Dollars (\$33,000). All services performed shall be invoiced to the Village for approximately fifty (50) hours of account work per month for design and marketing initiatives. 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. 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. 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, 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 liability insurance 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.

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), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. 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.

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: BROAD
Fernando Lopez Aranda
Brasil 770 CP1706
Haedo, Buenos Aires
Argentina

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 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.

I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that it does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must be executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name:(“Vendor”) Vendor FEIN:_____

Address:_____

City:_____State:_____Zip:_____

Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

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:
BROAD
Fernando Lopez Aranda
Brasil 770 CP1706
Haedo, Buenos Aires
Argentina

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

By: _____
Fernando Lopez Aranda

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"

1. Provide Design and Art Direction for Bal Harbour Branding actions.
2. Develop concepts, graphics, design elements and layouts for illustrations, logos and website for Village Tourism as well as Government marketing, web and communication pieces.
3. Support various marketing initiatives and campaigns for email, print, and digital channels.
4. Participate in meetings with marketing team to discuss new project needs.
5. Work in both digital as well as print media formats.
6. Ensure branding, font and design is consistent across all channels.

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH THE RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village contracts with vendors who act as contracted employees and provide professional services in support of promoting Bal Harbour as a tourism destination. The Village contracts with sales, marketing and public relations professionals in various key markets to enhance our efforts. These markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) U.S. / Canada. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of the analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. EY also recommended that for each representative, parameters utilizing data analytics be established to create baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

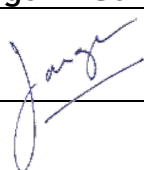
Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$40,000	Argentina / Chile - Carmen Florio / D*LX REP	10-52-504860
(2)	\$40,000	Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	\$36,000	Brazil Sales - Marcia Chiota / ON REQUEST	10-52-504851
(4)	\$40,000	Mexico - Another Company / ACCOMS LATAM	10-52-504864
(5)	\$57,000	U.S. /Canada - Suzanne Corbo	10-52-504865

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

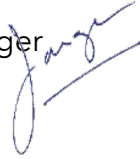


BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village's Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Village as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of their analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry, but currently there is no mechanism to understand the impact of these efforts and the return on the investment. On the digital marketing side, the Village is currently running ad campaigns which gather data on total impressions (views) and conversion rate (actions taken after viewing the ad). To get a better return on investment (ROI) on the Village's existing efforts as it pertains to each of these representatives, EY recommends the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance

Indicators (KPIs) to develop goals and monitor progress against these goals. These KPIs will be developed in tandem with EY and the data analytics firm the Village will contract with in FY 2024-25.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$40,000

Brazil

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco / SPOKE COMUNICACAO	\$40,000

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	\$36,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing - Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2024-____

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 \$40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Carmen Florio/D*LX REP ("Florio") has been the Sales and Marketing Representative for the Argentina and Chile markets since June 2011; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of \$40,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

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. Agreements Approved. That the Professional Service Agreement for Florio in the amount of \$40,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by this consultant is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all 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 17th day of September, 2024.



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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and D*LX REP, an Argentina based company and an independent contractor ("consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks marketing, sales and public relations services in Argentina and Chile; and

WHEREAS, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

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

SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three thousand three hundred and thirty three dollars and thirty three cents (\$3,333.33) per month not to exceed a total annual amount of Forty Thousand Dollars (\$40,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for media relations marketing and sales initiatives. 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 via wire transfer.

EXTRAORDINARY EXPENSES. Consultant may, following receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred dollars (\$100) without the prior written consent of the Village Manager or designee.

III. 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. 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, 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 liability insurance 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.

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), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. 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.

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: Carmen Florio
Av, Cramer 2625 6 piso
CABA - 1428
Buenos Aires, Argentina

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. INDEPENDENT CONTRACTOR

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any

rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXI. 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 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.

XXII. 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.

VI. 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.

I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-

vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name:(“**Vendor**”) Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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:

Carmen Florio
D*LX Rep
Ave Craqmer 2625 6 piso
CABA- 1428
Buenos Aires, Argentina

VILLAGE:

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

By: _____

Bianca Overton

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 shall act as the Village's Argentina and Chile Marketing, Sales and Public Relations representative and shall provide the following services:

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Argentina and Chile travel markets.

2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period.

- Participation in status conference calls with the Client - two calls per month.
- Discuss action plan development - update and execute of action plan.

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);
- Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts
- Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;

- Distribution of Bal Harbour Newsletter to Media Contacts.
 - Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing).
5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners (defined in Consultant's Year Plan).
6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.
- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives / Travel Advisors.
 - Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews.
8. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH THE RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village contracts with vendors who act as contracted employees and provide professional services in support of promoting Bal Harbour as a tourism destination. The Village contracts with sales, marketing and public relations professionals in various key markets to enhance our efforts. These markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) U.S. / Canada. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of the analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. EY also recommended that for each representative, parameters utilizing data analytics be established to create baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

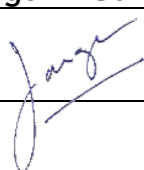
Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$40,000	Argentina / Chile - Carmen Florio / D*LX REP	10-52-504860
(2)	\$40,000	Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	\$36,000	Brazil Sales - Marcia Chiota / ON REQUEST	10-52-504851
(4)	\$40,000	Mexico - Another Company / ACCOMS LATAM	10-52-504864
(5)	\$57,000	U.S. /Canada - Suzanne Corbo	10-52-504865

Sign off:

Director of Tourism Ramiro J. Inguanzo	Chief Financial Officer Claudia Dixon	Village Manager Jorge M. Gonzalez
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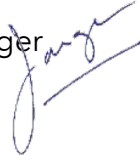


BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village's Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Village as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of their analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry, but currently there is no mechanism to understand the impact of these efforts and the return on the investment. On the digital marketing side, the Village is currently running ad campaigns which gather data on total impressions (views) and conversion rate (actions taken after viewing the ad). To get a better return on investment (ROI) on the Village's existing efforts as it pertains to each of these representatives, EY recommends the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance

Indicators (KPIs) to develop goals and monitor progress against these goals. These KPIs will be developed in tandem with EY and the data analytics firm the Village will contract with in FY 2024-25.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$40,000

Brazil

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco / SPOKE COMUNICACAO	\$40,000

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	\$36,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing - Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2024-

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.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Flavia Pacheco Giuliano/SPOKE COMUNICACAO ("Giuliano") has been the Sales and Marketing Representative for the Brazil market since May 2011; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of \$40,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement.

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. Agreements Approved. That the Professional Service Agreement for Giuliano in the amount of \$40,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by this consultant is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all 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 17th day of September, 2024.



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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Spoke Comunicacoes Empresarial Ltda., a Brazil based company and an independent contractor ("consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks marketing, and public relations services in Brazil; and

WHEREAS, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

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

SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three thousand three hundred and thirty three dollars and thirty three cents (\$3,333.33) per month not to exceed a total annual amount of Forty Thousand Dollars (\$40,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for media relations and marketing initiatives. 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 via wire transfer.

EXTRAORDINARY EXPENSES. Consultant may, following receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred dollars (\$100) without the prior written consent of the Village Manager or designee.

III. 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. 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, 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 liability insurance 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.

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), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. 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.

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: Flavia Pacheco Giuliano
SPOKE Comunicacoe & Empresarial
Alameda Lorena 75 Apt 13
Jardim Paulista
Sao Paulo, SP 01424
Brazil

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. INDEPENDENT CONTRACTOR

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXI. 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 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.

XXII. 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.

VI. 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.

I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an

unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that it does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must be executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: ("**Vendor**") Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;

2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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:

VILLAGE:

SPOKE Comunicacoes & Empresarial Bal Harbour Village
Alameda Lorena 75 Apt 13
Jardim Paulista, S?o Paulo 01424
BRAZIL

655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Flavia Pacheco Giuliano
Legal Representative
Date

By: _____
Jorge M. Gonzalez, Village Manager
Date

Attest: _____
Village Clerk Date

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 shall act as the Village's Brazil Marketing and Public Relations representative and shall provide the following services with the goal of generating additional resort tax revenue for the Village (the "Services"):

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including potential new hotels / restaurants / capital projects targeting the Brazilian travel market;

2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period.

- Participation in status conference calls with the Client - two calls per month.
- Discuss action plan development - update and execute of action plan.

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);
- Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts
- Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;

- Distribution of Bal Harbour Newsletter to Media Contacts.
 - Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing).
5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners (defined in Consultant's Year).
6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.
- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives/ Travel Advisors.
 - Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews.
7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH THE RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village contracts with vendors who act as contracted employees and provide professional services in support of promoting Bal Harbour as a tourism destination. The Village contracts with sales, marketing and public relations professionals in various key markets to enhance our efforts. These markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) U.S. / Canada. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of the analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. EY also recommended that for each representative, parameters utilizing data analytics be established to create baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

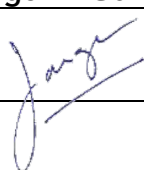
Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$40,000	Argentina / Chile - Carmen Florio / D*LX REP	10-52-504860
(2)	\$40,000	Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	\$36,000	Brazil Sales - Marcia Chiota / ON REQUEST	10-52-504851
(4)	\$40,000	Mexico - Another Company / ACCOMS LATAM	10-52-504864
(5)	\$57,000	U.S. /Canada - Suzanne Corbo	10-52-504865

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

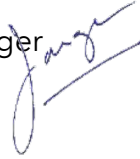


BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village's Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Village as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of their analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry, but currently there is no mechanism to understand the impact of these efforts and the return on the investment. On the digital marketing side, the Village is currently running ad campaigns which gather data on total impressions (views) and conversion rate (actions taken after viewing the ad). To get a better return on investment (ROI) on the Village's existing efforts as it pertains to each of these representatives, EY recommends the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance

Indicators (KPIs) to develop goals and monitor progress against these goals. These KPIs will be developed in tandem with EY and the data analytics firm the Village will contract with in FY 2024-25.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$40,000

Brazil

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco / SPOKE COMUNICACAO	\$40,000

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	\$36,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing - Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2024-____

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

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Marcia Chiota/ON REQUEST ("Chiota") served as the Sales and Marketing Representative for the Brazil market from 2011 through 2020 when her services were suspended as a result of the pandemic; and

WHEREAS, given that Brazil is the largest international market that travels to the Miami area, the need has arisen to re-engage her services; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending approval of the agreement with this vendor in the amount of \$36,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

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. Agreements Approved. That the Professional Service Agreement for Chiota in the amount of \$36,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by this consultant is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all 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 17th day of September, 2024.



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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and On Request, M.I.C. DE Mendonca Viagens, an Brazilian based company and an independent contractor ("consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks sales and marketing, services in Brazil; and

WHEREAS, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

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

SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three Thousand dollars (\$3,000.00) per month not to exceed a total annual amount of Thirty Six Thousand Dollars (\$36,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for marketing and sales initiatives. 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 via wire transfer.

EXTRAORDINARY EXPENSES. Consultant may, following receipt of the prior written

approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred dollars (\$100) without the prior written consent of the Village Manager or designee.

III. 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. 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, 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 liability insurance 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.

1. 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.

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.

2. ENTIRE AGREEMENT.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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: Marcia Chiota
On Request
Rua Pascal, 600 / 32
04616-002 Sao Paulo
Brazil

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. INDEPENDENT CONTRACTOR

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any

rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

16. 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 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.

17. 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.

VI. 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.

I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-

vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract

must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: ("**Vendor**") Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or

purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

- 5. Causing or threatening to cause financial harm to any person;
- 6. Enticing or luring any person by fraud or deceit; or
- 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

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:

Marcia Chiota
On Request. MIC de Mendonca Viagens
Rua Pascal, 600/32
04616-002 S?o Paulo SP
Brazil

VILLAGE:

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

By: _____

Marcia Chiota
Manager

By: _____

Jorge M. Gonzalez, Village

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 shall act as the Village's Brazil's Sales and Marketing representative and shall provide the following services:

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Brazilian travel markets.
2. Participation in status conference calls with the Client - two calls per month.
3. Discuss action plan development - update and execute of action plan.
4. Proactively sell the Ritz-Carlton, Bal Harbour, The Sea View Hotel, The St. Regis, Bal Harbour Resort, and The Beach Haus Bal Harbour (the "Properties") as well as restaurants and the Village destination to tour operations, travel agencies, incentive houses and other travel-oriented business entities. Sales efforts focused on the promotion of the Properties shall highlight room sales efforts and special packages / promotions.
5. Organize and coordinate group/individual travel agents trips to Bal Harbour, including an airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for fam trips).
6. Provide Sales support and promotion to the Properties in the markets.
7. Travel as required to key feeder cities within the markets to conduct sales calls and make presentations to Consultants' top producing clients and contacts.
8. Organize and schedule minor local sales and promotional events, such as trade fairs and lunches with key travel partners.
9. Promote the Village and Properties through participation in Village approved trade shows within the markets.
10. Negotiate inclusion of Bal Harbour in promotional materials, travel trade catalogs, websites, and newsletters with 3rd party partners and travel trade.

11. Prepare activity reports (monthly reports, mid-year report, full-year summary) summarizing Sales activities conducted during the previous month(s).

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH THE RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village contracts with vendors who act as contracted employees and provide professional services in support of promoting Bal Harbour as a tourism destination. The Village contracts with sales, marketing and public relations professionals in various key markets to enhance our efforts. These markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) U.S. / Canada. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of the analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. EY also recommended that for each representative, parameters utilizing data analytics be established to create baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

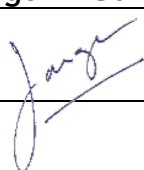
Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$40,000	Argentina / Chile - Carmen Florio / D*LX REP	10-52-504860
(2)	\$40,000	Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	\$36,000	Brazil Sales - Marcia Chiota / ON REQUEST	10-52-504851
(4)	\$40,000	Mexico - Another Company / ACCOMS LATAM	10-52-504864
(5)	\$57,000	U.S. /Canada - Suzanne Corbo	10-52-504865

Sign off:

Director of Tourism Ramiro J. Inguanzo	Chief Financial Officer Claudia Dixon	Village Manager Jorge M. Gonzalez
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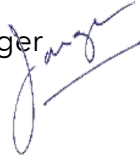


BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village's Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Village as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of their analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry, but currently there is no mechanism to understand the impact of these efforts and the return on the investment. On the digital marketing side, the Village is currently running ad campaigns which gather data on total impressions (views) and conversion rate (actions taken after viewing the ad). To get a better return on investment (ROI) on the Village's existing efforts as it pertains to each of these representatives, EY recommends the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance

Indicators (KPIs) to develop goals and monitor progress against these goals. These KPIs will be developed in tandem with EY and the data analytics firm the Village will contract with in FY 2024-25.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$40,000

Brazil

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco / SPOKE COMUNICACAO	\$40,000

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	\$36,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing - Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2024-____

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.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Another Company/ACCOMS LATAM ("Another Company") has been the Sales and Marketing Representative for the Mexico market since January 2019; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of \$40,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

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. Agreements Approved. That the Professional Service Agreement for Another Company in the amount of \$40,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by this consultant is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all 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 17th day of September, 2024.



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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Another Company/ ACCOMS LATAM, a Mexico based company and an independent contractor ("consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks marketing, and public relations services in Mexico; and

WHEREAS, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

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

SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three thousand three hundred and thirty three dollars and thirty three cents (\$3,333.33) per month not to exceed a total annual amount of Forty Thousand Dollars (\$40,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for media relations and marketing initiatives. 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 via wire transfer.

EXTRAORDINARY EXPENSES. Consultant may, following receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred dollars (\$100) without the prior written consent of the Village Manager or designee.

III. 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. 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, 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 liability insurance 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.

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), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. 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.

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: ACCOMS LATAM
Horacio 1022, Polanco IV Seccion
Miguel Hidalgo, Ciudad de Mexico 11550
Mexico

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. INDEPENDENT CONTRACTOR

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXI. 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 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.

XXII. 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.

VI. 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.

I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract

must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that it does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must be executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: ("**Vendor**") Vendor FEIN: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person

when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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:

ACCOMS LATAM, S.A.P.I DE C.V

Horacio 1022, Polanco IV Seccion

Miguel Hidalgo, Ciudad de Mexico 11550

VILLAGE:

Bal Harbour Village

655 Ninety-Sixth Street

Bal Harbour, FL 33154

MEXICO

By: _____
Jaspar James L. Eyears
CEO / Legal Representative
Date

By: _____
Jorge M. Gonzalez, Village Manager
Date

Attest: _____
Village Clerk Date

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 shall act as the Village's Mexico Marketing and Public Relations representative and shall provide the following services with the goal of generating additional resort tax revenue for the Village (the "Services"):

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Mexico travel market.

2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period (to be attached as Exhibit A).

- Participation in status conference calls with the Client - two calls per month
- Discuss action plan development - update and execute of action plan

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing).
- Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts

- Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;
 - Distribution of Bal Harbour Newsletter to Media Contacts
- Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing).

5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners.

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives / Travel Advisors.
- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews.

7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH THE RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village contracts with vendors who act as contracted employees and provide professional services in support of promoting Bal Harbour as a tourism destination. The Village contracts with sales, marketing and public relations professionals in various key markets to enhance our efforts. These markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) U.S. / Canada. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of the analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. EY also recommended that for each representative, parameters utilizing data analytics be established to create baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

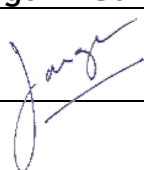
Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$40,000	Argentina / Chile - Carmen Florio / D*LX REP	10-52-504860
(2)	\$40,000	Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	\$36,000	Brazil Sales - Marcia Chiota / ON REQUEST	10-52-504851
(4)	\$40,000	Mexico - Another Company / ACCOMS LATAM	10-52-504864
(5)	\$57,000	U.S. /Canada - Suzanne Corbo	10-52-504865

Sign off:

Director of Tourism Ramiro J. Inguanzo	Chief Financial Officer Claudia Dixon	Village Manager Jorge M. Gonzalez
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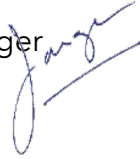


BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 17, 2024

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village's Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Village as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. As part of their analysis, EY recommended that the Village continue its use of in-destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry, but currently there is no mechanism to understand the impact of these efforts and the return on the investment. On the digital marketing side, the Village is currently running ad campaigns which gather data on total impressions (views) and conversion rate (actions taken after viewing the ad). To get a better return on investment (ROI) on the Village's existing efforts as it pertains to each of these representatives, EY recommends the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance

Indicators (KPIs) to develop goals and monitor progress against these goals. These KPIs will be developed in tandem with EY and the data analytics firm the Village will contract with in FY 2024-25.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$40,000

Brazil

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco / SPOKE COMUNICACAO	\$40,000

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	\$36,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing - Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2024-____

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.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Suzanne Corbo ("Corbo") has been the Sales and Marketing Representative for the United States and Canada markets since August 2009; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of \$57,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

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. Agreements Approved. That the Professional Service Agreement for Corbo in the amount of \$57,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by this consultant is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all 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 17th day of September, 2024.



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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Corbo Consulting, Inc, ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks marketing and sales services in the USA and Canada; and

WHEREAS, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

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

SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Four Thousand Seven Hundred and Fifty (\$4,750.00) US Dollars for a total amount of Fifty Seven Thousand Dollars (\$57,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for marketing and sales initiatives. 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).

EXTRAORDINARY EXPENSES. Consultant may, following the receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the Services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred USD (\$100) without the prior written consent of the Village Manager or designee.

III. 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. 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, 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 liability insurance 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.

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), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. 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.

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: Suzanne Corbo
Corbo Consulting, Inc.
14 Schweinberg Drive
Roseland, NJ 07068

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 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.

I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-

vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name:(“**Vendor**”) Vendor FEIN: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does

not use

coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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:

Suzanne Corbo
Corbo Consultin, Inc
14 Schweinberg Drive
Roseland, NJ 07068

VILLAGE:

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

By: _____

Suzanne Corbo

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 shall act as the Village's Sales representative in the United States (U.S.) and Canada and shall provide the following services:

1. Based on Village's existing and planned Hotels, Restaurants and Capital Expansion plans, development of an agreed upon year-long sales and marketing plan in accordance with budget to be submitted at start of period targeting the United States and Canada travel markets.
2. Participation in status conference calls with the Client - two calls per month.
3. Discuss action plan development - update and execute of action plan.
4. Proactively sell the Ritz-Carlton, Bal Harbour, The Sea View Hotel, The St. Regis, Bal Harbour Resort, and The Beach Haus Bal Harbour (the "Properties") as well as restaurants and the Village destination to tour operations, travel agencies, incentive houses and other travel-oriented business entities. Sales efforts focused on the promotion of the Properties shall highlight room sales efforts and special packages / promotions.
3. Organize and coordinate group/individual travel agents trips to Bal Harbour, including an airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for fam trips).
4. Provide Sales support and promotion to the Properties in the markets.
5. Travel as required to key feeder cities within the markets to conduct sales calls and make presentations to Consultants' top producing clients and contacts.
6. Organize and schedule minor local sales and promotional events, such as trade fairs and lunches with key travel partners.
7. Promote the Village and Properties through participation in Village approved trade shows within the markets.

8. Negotiate inclusion of Bal Harbour in promotional materials, travel trade catalogs, websites, and newsletters with 3rd party partners and travel trade.
9. Prepare activity reports (monthly reports, mid-year report, full-year summary) summarizing Sales activities conducted during the previous month(s).

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Jeffrey P. Freimark, Mayor

DATE: September 17, 2024

SUBJECT: **Discussion Regarding Supporting Peace & Security For Israelis & Palestinians**

Please place an item on the September 17, 2024, Village Council Meeting Agenda for a discussion regarding supporting peace & security for Israelis & Palestinians.

RESOLUTION NO. 2024-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SUPPORTING PEACE AND SECURITY FOR ISRAELIS AND PALESTINIANS; SUPPORTING THE INDICTMENT, CAPTURE AND PROSECUTION OF HAMAS LEADERSHIP; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Hamas was founded with the stated goal of destroying the State of Israel and has been designated by the United States as a Foreign Terrorist Organization; and

WHEREAS, the Hamas terrorist organization launched a brutal, highly organized, and unprecedented attack upon Israel and its citizens in the early morning hours of October 7, 2023, making it the deadliest day worldwide for the Jewish community since the Holocaust; and

WHEREAS, in its attack, Hamas killed thousands of innocent civilians, including more than 40 Americans, and took hundreds of Israeli children, women, elderly, and infirm civilians' hostage; and

WHEREAS, the brutal execution of six hostages by Hamas in late August 2024 one of whom was an Israeli-American, has heightened the urgency to free the 100+ hostages still held captive by Hamas, including eight American citizens, and is a humanitarian imperative; and

WHEREAS, on September 3, 2024, the U.S. Department of Justice charged the leader of Hamas and five other senior members of the group, with orchestrating years of terrorist attacks in Israel. According to U.S Attorney General Merrick Garland: "We are investigating Hersch's (the American hostage killed in late August) murder and each and every one of Hamas' brutal murders of Americans as an act of terrorism. The charges unsealed on September 3rd are just one part of our effort to target every aspect of Hamas' operations. This action will not be our last." and

WHEREAS, while acknowledging the challenges of capturing these leaders, the U.S. Department of Justice has brought forward charges that include conspiracy to murder U.S. citizens and support terrorism, underscoring Hamas' long-standing

objective to destroy Israel and retaliated against the United States for its support of Israel; and

WHEREAS, Hamas continues to purposefully locate key elements of its terrorist infrastructure and operate from within civilian population centers, including schools, hospitals, and UN facilities, in order to use civilians as human shields and maximize casualties among Palestinians; and

WHEREAS, the Village previously condemned all acts of terrorism and violence targeting innocent civilians by the terrorist organization Hamas through its passing Resolution No. 2023- 1594; and

WHEREAS, Israel stands as a mirror image of American Democracy in the Middle East, that reflects shared values and mutual interests, underscoring the importance of supporting its sovereignty and security; and

WHEREAS, Hamas leaders have openly stated their intent to repeat similar attacks until the State of Israel is “annihilated” Hamas, Iran, and all Iranian terror proxies not only call for the elimination of Israel, but also the United States. This heinous war has been waged not only against Israel, but also America and all who adhere to democratic values.

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

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Support. The Mayor and Village Council recognizes that the Hamas terrorist organization must be defeated in order for there to be peace and security for Israelis and Palestinians; commends the extraordinary measures Israel has taken to minimize casualties among innocent Palestinians in Gaza; expresses its support for actions of the U.S. Department of Justice to indict, prosecute and capture Hamas leaders and supports Israel's right to pursue without interference or condemnation the elimination of Hamas until Hamas is permanently eradicated and the hostages are released immediately and returned home safely.

Section 3. Effective Date. The Resolution shall take effect immediately upon adoption.

The foregoing Resolution was moved by _____, and seconded by _____ and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 17th day of September, 2024.

Vice Mayor Seth E. Salver

Councilman David J. Albaum

Councilman Buzzy Sklar

Councilman David Wolf

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 -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk *OSD*

DATE: September 11, 2024

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
John Shubin	Mathew Whitman Lazenby	01/09/24
Ian DeMello	Mathew Whitman Lazenby	01/09/24
Darrell Payne	Saks Fifth Avenue LLC	01/16/24
Maria A. Gralia	Saks Fifth Avenue LLC	01/16/24
Seth P. Robert	Saks Fifth Avenue LLC	01/16/24
Previn R. Patel	Saks Fifth Avenue LLC	01/16/24
Mathew Lazenby	Bal Harbour Shops LLC	01/16/24
Benjamin Elias	Bal Harbour Shops LLC	01/16/24
Ivor Nicholas Massey	Bal Harbour Shops LLC	01/16/24
Caroline Travis	Bal Harbour Shops LLC	01/16/24
Nicholas Noto	LK Hotel, LLC	01/19/24
Carter McDowell	LK Hotel, LLC	01/19/24
Michael Marrero	1800 LLC	05/15/24
Melissa Tapanes Llahues	1800 LLC	05/15/24

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Susan L. Trevarthen *SLT*
DATE: September 9, 2024
RE: Monthly Report of Village Attorney for July 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 July (108), we reviewed, advised and prepared documents for all agenda items for and attended the July Council 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 prepared for and attended the ARB meeting. We began preparation for the September Council meetings.

Specific additional matters included:

- We reviewed and analyzed Miami-Dade County Impervious Ordinance and analyzed the Village-proposed synthetic turf ordinance for conflicts.
- We reviewed and analyzed case law on due process notice challenges in code enforcement proceedings. We reviewed and analyzed case law on motion to stay enforcement based on appeal.
- We conducted research and provided information regarding marijuana initiative.
- We drafted correspondence and analyzed issues regarding windshield leafletting.
- We reviewed correspondence concerning request for endorsement and conferred with staff regarding same.
- We reviewed and evaluated the timelines for budget and non-ad valorem assessments
- We prepared for and conducted ethics training for a new board member.
- We drafted correspondence to staff concerning the incorporation of anti-coercion language in all Village contracts.

- We reviewed and analyzed Attorney General Opinions and applicable law concerning dual officeholding for building officials.
- We prepared parental consent form for use of Waterfront Park fitness center by minors.

Additional Services

For the Dade County PBA Collective Bargaining matter, we reviewed and responded to various correspondence from the Village Administration and Pension Board Counsel concerning proposed ordinance amendments to police pension plan; prepared for and attended police labor negotiations; reviewed and responded to various client correspondence regarding bargaining strategy; reviewed and responded to correspondence concerning continued bargaining and ongoing negotiations.

For Zyscovich Architects matter, we prepared a notice and letter to Zyscovich; reviewed communications from clients and opposing counsel; prepared for and attended meeting with opposing counsel; and revised a notice of claim.

For the NV2A Group Construction Litigation matter, we prepared a warranty letter to contractor and reviewed response; prepared answer and affirmative defenses; reviewed communications and proposed order related to time extensions; engaged in multiple communications related to status of potential settlement; reviewed communications on failed inspections and splash pad equipment failure; drafted correspondence and communicated with opposing counseling related to stay of litigation; and reviewed and revised agreed order on abatement and case management order

For Bellini Condominium Association matter, prepared correspondence concerning strategy and reviewed response; attended conference with litigators and reviewed proposed joint response; and drafted update to Village Council.

For Bal Harbour Shops Live Local matter, we conferred with litigators on various matters including strategy and motion to dismiss; reviewed business impact statement; reviewed amended complaint; and analyzed issues regarding interpretation of statute.

For Bal Harbour Shop Submission, we conferred with staff regarding status of submissions; reviewed additional responses for completeness; reviewed and drafted correspondence concerning parking and hurricane analysis; reviewed draft sufficiency letter and conferred with staff regarding process; and conferred with staff regarding analysis of population impacts and mitigation.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Susan L. Trevarthen *SLT*
DATE: September 9, 2024
RE: Monthly Report of Village Attorney for August 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 August (98), we reviewed, advised and prepared documents for all agenda items for two September Council meetings and ARB meeting. We attended the weekly staff meetings and the monthly agenda review. We began preparation for the October Council meetings.

Specific additional matters included:

- We drafted correspondence and reviewed documents for recording regarding agreement with Oceana. We prepared for and attended a conference with staff and Rivage attorneys regarding permitting, and met with staff regarding other development issues.
- We further addressed the transition of Village notice to County website.
- We reviewed and analyzed case law on inspections and the right to privacy, and analyzed Code requirements re traffic obstructions to address inquiry.
- We reviewed and prepared E-recording package for first amendment to development agreement and reviewed correspondence regarding same.
- We reviewed correspondence and conferred with Police Department concerning school resource officer agreement and reviewed school resource officer memorandum of understanding with Bay Harbor Islands.
- We analyzed correspondence and followed up on inquiry regarding the impact of unity of title on assessments.
- We prepared a memorandum with revised building permit timeframes based on the amendments to Section 553.792, Florida Statutes.

- We reviewed correspondence, conducted research and conferred with staff regarding leafletting to advise on enforcement.
- We reviewed and analyzed the CMAR agreement for the jetty.
- We reviewed caselaw, sample ordinances and drafted correspondence regarding actions to comply with HB 1365.
- We analyzed Senator Passidomo's memorandum concerning condo law regulations.
- We reviewed title search report regarding submerged land.
- We reviewed and analyzed current agreements and letters pursuant to FDOT memorandum of agreement for decorative sidewalks, landscaping and irrigation.
- We conferred with Police Department, and reviewed subpoena and caselaw concerning compelling the appearance of detective as a witness at an out-of-state civil trial. We reviewed mutual aid agreement.
- We finalized the memorandum on fiscal year 2024/25 municipal budget hearings and provided guidance regarding same, and reviewed documents for the solid waste assessment, millage, and budget.

Additional Services

For the Dade County PBA Collective Bargaining matter, we reviewed and responded to various correspondence concerning bargaining and negotiations.

For Zyscovich Architects claim matter, we prepared for and met with clients; conducted research concerning claim; communicated with opposing counsel concerning document production and coordination of meetings; reviewed case management order from court; examined issues related to insurance policies; reviewed and advised client concerning payment demand letter from Zyscovich counsel.

For NV2A Group Construction Litigation matter, we reviewed court's case management order; corresponded with opposing counsel concerning joint motion for extension and issuance of order regarding abatement; reviewed communications related to drains; reviewed deadline reminders and public records request; conferred with clients regarding strategy and closeout issues; prepared summary of settlement issues and settlement letter; prepared correspondence to Village concerning settlement agreement; and briefed client on retainage issue.

For Bellini Condominium Association matter; we reviewed and followed up on discovery requests; prepared for and attended conferences regarding discovery and status of litigation; conferred with applicant's counsel concerning extension and reviewed file; prepared correspondence to counsel concerning extension of case management deadlines; and reviewed unopposed motion for extension.

For Bal Harbour Shops (Live Local Act) matter, we conferred with client; examined applicable Attorney General Opinion; examined other pending lawsuits regarding Live Local claims; conferred with Manager concerning next shade session; reviewed and analyzed amended complaint regarding noise and building permit policy; and drafted Council update regarding amended noise complaint.

For Bal Harbour Shops Submissions matter, we reviewed correspondence regarding meeting with engineers; conferred with Village Manager regarding their assessment; reviewed and drafted correspondence concerning additional information for traffic and water/stormwater/sanitary sewers.

For Security/Landscape Assessment matter, we conferred re staff inquiries; reviewed and approved the notice for the assessment; and reviewed/conferred with manager re permissible expenses.

