BAL HARBOUR

- VILLAGE -

Mayor Seth E. Salver
Vice Mayor David Wolf
Councilman Jeffrey P. Freimark
Councilman Alejandro Levy
Councilman Buzzy Sklar

Village Manager Jorge M. Gonzalez
Village Clerk Juan D. Garcia
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

2nd Budget Hearing and Regular Meeting Agenda
September 15, 2026
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 / PLEDGE OF ALLEGIANCE

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

PA1 Proclamation Recognizing Hispanic Heritage Month

PA2 Proclamation Recognizing National Diaper Need Awareness Week

PA3 Recognition of Senator Shevrin Jones for Legislative Advocacy

CONSENT AGENDA

C6A - COUNCIL MINUTES

Approval of Minutes - July 13, 2026 Village Council Meeting & August 28, 2026 Village Council Mini Retreat
VillageCouncil-RegularCouncilMeetingMinutes_July13_2026.pdf
VillageCouncilMiniRetreatMinutes_August28_2026.pdf

C7A - RESOLUTIONS

C7A Resolution Accepting FDOT Freebee Grant
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) YEAR THREE, FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE YEAR THREE AWARD FROM FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - FDOT Freebee Grant Year 3 ADA.pdf
Memorandum - FDOT Freebee Grant Year 3 ADA.pdf
Resolution - FDOT Freebee Grant Year 3 ADA.pdf
Attachment - Draft Agreement Yr 3 ADA.pdf

C7B Resolution Approving FDOT Turf and Landscape Maintenance Agreement

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AND AUTHORIZING EXECUTION OF A TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") AND THE VILLAGE FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON COLLINS AVENUE AND 96TH STREET IN AN ANNUAL AMOUNT OF ELEVEN THOUSAND AND EIGHT DOLLARS ($11,008) TO BE PAID TO BAL HARBOUR VILLAGE BY FDOT; AUTHORIZING EXECUTION OF SUCCESSIVE RENEWALS IF OFFERED BY FDOT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - FDOT Turf Agreement 2026 ADA.pdf
Memorandum - FDOT Turf Agreement 2026 ADA.pdf
Resolution - FDOT Turf Agreement 2026 ADA.pdf
Attachment - FDOT Turf Agreement 2026 ADA.pdf

C7C Resolution Approving the Purchase of a Generator for the Bal Harbour Waterfront Park

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE AND INSTALL A 100KW NEWAGE/STAMFORD GENERATOR WITH JOHN DEERE ENGINE AND ASSOCIATED EQUIPMENT FOR EMERGENCY POWER FOR THE BAL HARBOUR WATERFRONT PARK FROM MTS POWER PRODUCTS, INC. IN THE AMOUNT OF $82,160; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Waterfront Park Generator - MTS Power ADA.pdf
Memorandum - Waterfront Park Generator - MTS Power ADA.pdf
Resolution - Waterfront Park Generator - MTS Power ADA.pdf
Attachment - MTS Power Quote ADA.pdf

C7D Resolution Approving Professional Service Agreement with Tourism Representative - United States & Canada

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE CORBO FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES AND MARKETING 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

C7E Resolution Approving Professional Service Agreement with Tourism Representative - Brazil PR

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FLAVIA PACHECO GIULIANO FOR AN INITIAL ONEYEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S 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 ADA.pdf
Attachment - Agreement Brazil PR - Flavia Pacheco - SPOKE COMUNICACAO ADA.pdf

C7F Resolution Approving Professional Service Agreement with Tourism Representative - Brazil Sales

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MARCIA CHIOTA FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES AND MARKETING 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.pdf

C7G Resolution Approving Professional Service Agreement with Tourism Representative - Argentina, Chile, & Uruguay

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CARMEN FLORIO FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR ARGENTINA, CHILE AND URUGUAY 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, Uruguay - Carmen Florio - DLX REP ADA.pdf

C7H Resolution Approving Professional Service Agreement for Public Relations Services - Purple PR

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PURPLE PUBLIC RELATIONS FOR COMMUNICATIONS, BRANDING, AND PUBLIC RELATIONS SERVICES FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, IN AN AMOUNT NOT TO EXCEED $60,000 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 - Purple Public Relations and Branding Services ADA.pdf
Attachment - Agreement Purple PR.pdf

R5 - ORDINANCES

SECOND BUDGET HEARING

R7 - BUDGET RESOLUTIONS

R7A Resolution Adopting Final 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, 2026 THROUGH SEPTEMBER 30, 2027, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Adopting Millage Rate - 2027 ADA.pdf
Memorandum - Adopting Millage Rate - 2027 ADA.pdf
Resolution - Adopting Millage Rate - 2027 ADA.pdf

R7B Resolution Approving & Adopting Final Operating 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 2026-27; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - FY 2026-27 Final Operating and Capital Budget ADA.pdf
Memorandum - FY 2026-27 Final Operating and Capital Budget ADA.pdf
Resolution - FY 2026-27 Final Operating and Capital Budget ADA.pdf
Attachment - Appendix A - FY 2026-27 Proposed Operating and Capital Budget ADA.pdf

R7C Resolution Approving Village Employee Health, Dental, Vision, & Life Insurance Renewals

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING A ONE-YEAR RENEWAL OF THE VILLAGE'S MEDICAL, DENTAL, VISION, LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG-TERM DISABILITY INSURANCE POLICIES; PROVIDING FOR A RENEWAL OPTION FOR UP TO TWO YEARS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Village Employee Insurance Renewals ADA.pdf
Memorandum - Village Employee Insurance Renewals ADA.pdf
Resolution - Village Employee Insurance Renewals ADA.pdf
Attachment - Acentria Recommendation Letter ADA.pdf
Attachment - 2026 Bal Harbour Village Benefit Plans ADA.pdf
Attachment - UnitedHealthcare Billing and Collection Agreement ADA.pdf

R7D Resolution Authorizing Vehicle Purchases for Public Works and Building

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A TRACTOR FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF FORTY-SEVEN THOUSAND SEVEN HUNDRED AND EIGHTY-SIX DOLLARS ($47,786); APPROVING THE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND THIRTY-SIX DOLLARS ($237,536); APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND FIVE HUNDRED AND FORTY-SIX DOLLARS ($58,546); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Village Fleet Purchase - 2026 ADA.pdf
Memorandum - Village Fleet Purchase - 2026 ADA.pdf
Resolution - Village Fleet Purchase - 2026 ADA.pdf
Attachment - PWB F150 Quote - Duval Ford - BAL HARBOUR X1L 1503JDREV4.pdf
Attachment - PWB F450 Quote - Duval Ford - BAL HARBOUR F4H 1505JDREV3.pdf
Attachment - PWB Tractor Proposal- Kelly Tractors - Fla Sherrifs.pdf
Attachment - PWB Tractor Catalog and Specs- Tractor.pdf
Attachment - Building F150 Quote - Duval Ford - BAL HARBOUR W3L 2218JDREV1.pdf

REGULAR COUNCIL MEETING AGENDA

R7 - REGULAR COUNCIL MEETING RESOLUTIONS

R7E Resolution Honoring the Legacy of Rabbi Sholom DovBer Lipskar at Founders Circle

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; HONORING THE LIFE, LEGACY, AND SERVICE OF RABBI SHOLOM DOVBER LIPSKAR; AUTHORIZING THE ADDITION OF RABBI SHOLOM DOVBER LIPSKAR'S NAME TO THE PLAQUE AT FOUNDERS CIRCLE HONORING INDIVIDUALS WHO HAVE MADE SIGNIFICANT

CONTRIBUTIONS TO BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Rabbi Lipskar Founders Circle Recognition ADA.pdf
Memorandum - Rabbi Lipskar Founders Circle Recognition ADA.pdf
Resolution - Rabbi Lipskar Founders Circle Recognition ADA.pdf

R7F Resolution Approving Agreement for Miami Art Week Temporary Art Exhibit - Sheila Elias
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH SHEILA ELIAS FOR THE TEMPORARY INSTALLATION AND EXHIBITION OF ARTWORK AT THE BAL HARBOUR WATERFRONT PARK IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Miami Art Week Temporary Exhibit ADA.pdf
Memorandum - Miami Art Week Temporary Exhibit ADA.pdf
Resolution - Miami Art Week Temporary Exhibit - SheilaElias ADA.pdf
Attachment - Agreement_SheilaElias ADA.pdf
Attachment - Exhibit A - Proposal SheilaElias.pdf

R7G Resolution Approving Agreement for Miami Art Week Temporary Art Exhibit - JJ Hammond
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, FLORIDA, APPROVING AN AGREEMENT WITH JJ HAMMOND FOR THE CREATION AND INSTALLATION OF THE PROPOSED TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Miami Art Week Temporary Exhibit ADA.pdf
Memorandum - Miami Art Week Temporary Exhibit ADA.pdf
Resolution - Miami Art Week Temporary Exhibit - JJ Hammond ADA.pdf
Attachment - Agreement_JJ Hammond ADA.pdf
Attachment - Exhibit A - Proposal JJ HAMMOND.pdf

R7H Resolution Approving Amendment to Village Manager Employment Agreement
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE FLORIDA, APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN BAL HARBOUR VILLAGE, FLORIDA AND JORGE M. GONZALEZ IN ACCORDANCE WITH THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - JMG Second Amendment ADA.pdf
Memorandum - JMG Second Amendment ADA.pdf
Resolution - JMG Second Amendment ADA.pdf
Attachment - JMG Second Amendment ADA.pdf

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A - PUBLIC COMMENT

R10 - VILLAGE MANAGER'S REPORT

R11 - VILLAGE CLERK'S REPORT

R12 - VILLAGE ATTORNEY'S REPORT

R12A Village Attorney Report
August 2026 Monthly Attorney Report ADA.pdf

END OF REGULAR AGENDA

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 Seth E. Salver
Vice Mayor David Wolf
Councilman Jeffrey P. Freimark
Councilman Alejandro Levy
Councilman Buzzy Sklar

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 13, 2026
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 the Village's website (www.balharbourfl.gov) and members of the public were encouraged to participate by calling 305-865-6449 by emailing meetings@balharbourfl.gov before and during the meeting.

ROLL CALL TO ORDER– Mayor Salver called this meeting to order at 6:30 P.M.

The following were present:
Mayor Seth E. Salver
Vice Mayor David Wolf
Councilman Jeffrey P. Freimark
Councilman Alejandro Levy
Councilman Buzzy Sklar

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

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Salver.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Councilman Sklar asked that Agenda Item C7A be pulled to be considered along with Agenda Item PA5. Ms. Trevarthen noted that public comment would need to be taken before a vote because the item was being heard before the meeting's general public-comment period.

Mayor Salver announced that this meeting was the Village Clerk's final Council meeting due to his retirement after more than eleven years of service. He presented the Clerk with a Certificate of Appreciation and a Key to the City.

PRESENTATIONS AND AWARDS

PA1 Recognition - Moment of Silence for Venezuela

Mayor Salver invited Arielle Shimko, Councilmember Levy's wife and a chaplain, to lead a period of reflection for Venezuela in response to the June 24, 2026 earthquakes.

PA2 Recognition - Eugene Frenkel as Part of the Village's 80th Anniversary "Portraits of Bal Harbour"

This item was deferred.

PA3 Proclamation - Recognition of the IAN Foundation

Councilman Levy presented a proclamation recognizing Disability Pride Month, Bal Harbour resident Sheila Graschinsky, and IAN Foundation, named after Ms. Graschinky's son Ian. Ms. Graschinsky accepted the proclamation saying that her family had moved from Argentina to the United States. She described starting over in a new country with her family and her son Ian, who has cerebral palsy. She said the foundation began in Argentina fourteen years earlier and produced an animated film addressing disability, bullying, empathy, and inclusion. She said the foundation supported families, therapies, technology, and opportunities for children and young adults with disabilities.

PA4 Presentation - Parks and Recreation Month and Department Update

Sylvia Flores, Director Recreation, Arts & Culture, provided an update of past and future events. She said that from January through May 2026, the Village hosted beach and park-based programming including the New Year's Day concert at the jetty, the monthly Full Moon Yoga beach series, movie nights such as Elio, Cinema Paradiso, Moonstruck, and Cars, plus concerts and community activations tied to the Village's anniversary.

She said that several events were held through cultural partnerships, including tours or programs with The Wolfsonian, the Institute of Contemporary Art, Vizcaya, the Miami Film Festival, the Freedom Tower, and the Lowe Art Museum. These included museum tours, receptions, exhibits, and anniversary-themed gatherings.

She described family and community events included the January 31 indoor overnight campout, Florida Ville floral activations, floral crown and bouquet workshops, the April 12 Spring Festival with a beach cleanup and children's science programming, and the April 25 Cars movie night with a remote-control racetrack.

She provided an update on the upcoming events including the June 12 Unscripted Art Tour at the Pérez Art Museum, a movie night at the park featuring The Devil Wears Prada,

Sunlit Palette with MOCA educators, an Unscripted Art Tour with the Museum of Miami / History Miami, and the July 4 week Independence celebrations.

PA5 Presentation - Government Affairs Update by Groisman LLC

This item and Agenda Item C7A were considered at 6:35 P.M. following Agenda Item PA1.

Gabriel Groisman, Groisman LLC, summarized the State budget and the governor's line-item vetoes. He stated that the final budget totaled about $117 billion and included approximately $810 million in line-item vetoes, adding that more than $95 million in South Florida appropriations had been vetoed, including approximately $55.3 million associated with Miami-Dade County, $20 million associated with Broward County, and $19.4 million associated with Palm Beach County. He said that Bal Harbour Village's Camden Drive sanitary-sewer replacement appropriation remained in the budget.

He said that the Village, Miami-Dade County, and Beach Raker were reviewing current sargassum-removal services, contractor obligations, and possible additional measures and that outside the designated hotspot, sargassum was being ground and buried rather than removed. He added that restrictions on offshore collection and the volume of sargassum complicated cleanup efforts.

He said that Miami-Dade County Commissioner Micky Steinberg was sponsoring a resolution to streamline changes to beach-cleaning permits, allowing the County to designate additional sargassum hotspots without seeking separate State approval.

Mr. Groisman also discussed a State law permitting local governments to regulate the length of time boats could remain anchored or moored overnight and that the proposal would allow boats to remain for no more than sixty days during each six-month period. He recommended supporting the countywide regulation.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes

C7 – CONSENT AGENDA RESOLUTIONS

C7A A RESOLUTION OF BAL HARBOUR VILLAGE URGING MIAMI-DADE COUNTY TO TAKE ALL ACTIONS NECESSARY, INCLUSIVE OF WORKING WITH THE STATE OF FLORIDA, TO DESIGNATE THE ENTIRE SHORE LINE OF BAL HARBOUR BEACH AS A DESIGNATED SARGASSUM AND SEAWEED REMOVAL HOT SPOT; AND TO ADVOCATE FOR ADDITIONAL

REGIONAL REMOVAL SITES AND COORDINATED RESPONSE EFFORTS TO ADDRESS THE GROWING AND ONGOING IMPACTS OF SARGASSUM ACCUMULATION ON LOCAL BEACHES WHICH ARE IMPACTING THE ENVIRONMENT AND QUALITY OF LIFE ALONG THE COAST IN MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at with Agenda Item PA5. Mr. Gonzalez introduced the item saying that the Village was asking that its entire shoreline be treated as an emergency area and included within the hotspot. He said that the volume of sargassum was greater this year than in prior recorded years and that current efforts were insufficient. He said that the Village should advocate for more collection areas, additional resources, and new methods.

Councilmember Sklar said the County hotspot covered only the first 800 feet from the Jetty, and that the Beach Raker contract provided only churning and burial. He said buried sargassum decomposed, created odors and fumes, and affected nearby residential buildings. He said that the Village should seek restored funding, expand the hotspot, revise Beach Raker's services, and pursue state or federal emergency assistance, adding that the issue involved health and safety not just appearance.

Mr. Groisman said the Village's congressional district was being changed and that a new member of Congress would represent a coastal district extending from Miami Beach toward Delray Beach, and recommended making sargassum one of the Village's first federal issues after the new representative took office.

He said that the County negotiated Beach Raker's price downward after another bidder submitted a lower-cost proposal with a reportedly lower service level. Although Councilmember Sklar said the funding reduction had not been restored, Beach Raker maintained that its service level remained unchanged. Groisman said the matter could be reviewed at the County meeting.

Patricia Cohen, 10275 Collins Avenue, said that she lived on the beachfront and could smell the sargassum inside her apartment. She said the accumulation was dark, extended into the water, and continued to arrive after material was removed from the beach. She said currents that had moved it away in other years were not doing so now and that beach equipment could not address material remaining offshore.

Babak Raheb, 128 Balfour Drive, said he believed the Village had contracted with Beach Raker because the County reduced service. He said he had understood from a prior presentation that sargassum would be collected rather than churned and buried. He said that he objected to paying for burial and said the Village needed a broader approach. He suggested evaluating collection from the water, nets, boats, reuse as fuel, litigation, or other methods.

Councilman Sklar said that the Village and the Ritz-Carlton had previously discussed boom technology designed to keep sargassum from reaching the beach. He said the Ritz-Carlton

had agreed to pay a portion of the cost, but the vendor stopped pursuing the project when asked to obtain environmental permits.

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

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

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY 2025; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JRD & ASSOCIATES FOR A BUILDING PERMIT FEE STUDY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7D A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY HARRY KRAKOWSKI; TO COMBINE UNITS 704 AND 706 LOCATED IN THE OCEAN FRONT DISTRICT AT 10205 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

MOTION: A Motion to approve the Consent Agenda was moved by Councilman Jeffrey P. Freimark and seconded by Councilman Buzzy Sklar.

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

R5 – ORDINANCES – There were no ordinance to be considered at this 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 2026-27; 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.

Mr. Gonzalez introduced the item saying that Florida law required the Village to adopt a tentative millage rate in July. He said that the budget process began with the Council Retreat and included input from advisory committees, the property appraiser's preliminary and final tax rolls, tentative assessments, public notice, and two budget hearings in September.

He said that, at this meeting, the Council would establish the maximum rate that would appear on the Truth in Millage (TRIM) notice and that the Council could lower the rate during the September hearings, but increasing it above the July rate would require additional procedures. He said the millage applied to the Operating Budget rather than the Village's Utility, Resort Tax, or other funds.

Mr. Gonzalez noted that the tax roll had increased by approximately 4.6 percent, with condominium values driving the increase. He said that the Fairfield property had been removed from the taxable roll after becoming publicly owned. He also explained the difference between just value and taxable value and said homestead property represented a limited portion of the Village's total value.

Gonzalez said the Village's operating millage had remained at approximately 1.9654 for about a decade. He discussed revenues and the effect of maintaining the current rate, adopting the rollback rate, or selecting a higher rate. Councilmembers questioned how much additional revenue should be reserved for litigation involving the Bal Harbour Shops and related matters. The discussion addressed legal expenses already incurred, the likelihood of additional proceedings, the cost of outside counsel, and the possibility that litigation costs could increase.

Councilmember Wolf said the rate adopted that evening would be a maximum and that the Council could reduce it later. He supported communicating with residents before tax notices were issued and explaining the purpose of any increase. Councilmember Sklar agreed that the public needed to understand that the added revenue was connected to litigation and to action residents had asked the Village to take.

Councilmember Freimark said the message was also directed to the Bal Harbour Shops. He said the Shops needed to understand that the Village was prepared to increase its legal effort if the litigation expanded. Councilmember Levy asked whether the proposed amount would be sufficient if the case reached the scale of other large litigation matters. Gonzalez responded that the Village did not need to fund the entire possible cost in one year. He said the Council could review the amount each year and use the general-fund balance if expenses exceeded the annual allocation.

This discussion was paused at 7:56 P.M. to allow time for calculation of rates, and continued at 8:11 P.M. following the Agenda Item R7B.

Mr. Gonzalez said that Staff had calculated a rate intended to produce approximately $4 million in additional revenue for litigation services which would require setting a tentative operating millage rate of 2.5132. He estimated that the increase would add approximately

$270 to the tax obligation on the median property and approximately $520 on the average property.

Babak Raheb, 128 Balfour Drive, said that objected to setting what he viewed as an excessive maximum. He said public input should be considered before the Council decided on a substantial percentage increase. He asked what assurance residents had that the rate would be reduced after the litigation ended and argued for funding the amount expected to be used during the coming year.

Patricia Cohen, 10275 Collins Avenue, said that she supported preparing for litigation. She said legal representation cost money and that the Village should not limit its ability to respond. She supported communicating the purpose of the increase to residents and said the rate should be reduced when the need ended.

MOTION: A Motion to approve the Resolution, with the tentative operating millage rate set at 2.5132, was moved by Councilman Buzzy Sklar and seconded by Vice Mayor David Wolf.

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

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE CONCEPTUAL DESIGN FOR FITNESS STATIONS ALONG THE BEACH PATH; AUTHORIZING THE VILLAGE MANAGER TO PROCEED WITH THE ADMINISTRATIVE COASTAL CONSTRUCTION CONTROL LINE PERMIT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the proposal originated with a discussion led by Vice Mayor David Wolf in February concerning the placement of exercise equipment along the Village's beach path. He said the Village did not own the land along much of the beach path and that Staff had developed a plan to locate the equipment east of the coastal construction line and east of the property lines of the adjoining buildings, and that the Village would seek an amendment to its State permit. He added that said Staff expected that the State would approve the request but that the application process still had to be completed.

He said that the Village needed to identify proposed exercise equipment and locations in its State permit application and that Staff had reviewed four vendors and recommended using Greenfields' proposal for the application, adding that the Council was not being asked to approve a purchase or contract at this time.

Ms. Flores described the proposal which she said included four evenly spaced stations along the beach path, each with two exercise units targeting different muscle groups.

She said that proposed equipment included leg, shoulder, triceps, chest, arm, and rowing machines and that exact locations would be adjusted to remain east of the coastal construction line. She said that each station would require a concrete pad and footers, which contributed to the need for state authorization.

Vice Mayor Wolf said that he supported the Greenfields' exercise equipment after inspecting a nearby installation and adding that he found it to be durable. He said the stations would complement the Village's walking and fitness environment.

Mr. Gonzalez said that the Council was only being asked to approve the proposal for submission to the Florida Department of Environmental Protection, not to purchase equipment or award a contract. He said that Staff would return for contract approval after receiving the permit and could include the cost in the fiscal year 2027 budget.

Babak Raheb, 128 Balfour Drive, questioned whether the proposed arrangement reflected how people use exercise equipment. He said a person might occupy a machine while completing several sets, requiring another person to wait. He said that placing two machines at each of four separated stations could leave users waiting in the sun or walking to another station and returning later.

Patricia Cohen, 10275 Collins Avenue, said she supported exercise but questioned whether the proposed equipment was appropriate for the beach path and its surroundings. She said the equipment shown in the presentation did not appear attractive to her and questioned whether its placement would interfere with movement along the path.

Penny Sepler, 10275 Collins Avenue, said she had previously discussed the concept with Wolf and had initially supported it. She said that she supported the concept of outdoor exercise stations but questioned the proposal's configuration. She said four stations placed at distances from one another did not make sense to her and suggested that the equipment might work better at Waterfront Park.

Vice Mayor Wolf said the proposal was not intended to duplicate an indoor gym or support a person remaining at one station for twenty or thirty minutes and that the intended use as walking along the path, stopping to perform an exercise, continuing the walk, and stopping at another station.

MOTION: A Motion to approve the Resolution was moved by Vice Mayor David Wolf and seconded by Councilman Jeffrey P. Freimark.

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

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE APPOINTMENT OF JUAN D. GARCIA AS VILLAGE CLERK FOR BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item describing the review of applications, interviews, the search committee, and Mr. Garcia's experience. Mayor Salver said he had met Mr. Garcia and supported the selection. Vice Mayor Wolf agreed.

Babak Raheb, 128 Balfour Drive, Raheb thanked the Village Clerk for his work, his knowledge of meeting procedure, and his service to residents and congratulated him on his retirement.

Mr. Garcia thanked the Mayor and Council for the appointment and for their confidence and that he was looking forward to working with the Council, staff, and the community. He introduced his wife, Caitlin, and his sons, Ryan and Patrick.

Miami Springs Councilman Jorge Santin said he had recognized Garcia's abilities during his own time on the Miami Springs Council. He said Miami Springs had tried to retain him and congratulated Bal Harbour on the appointment.

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

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

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Proposed Friendship Initiative with Coral Gables - Councilman Alejandro Levy

Councilmember Levy proposed exploring a relationship with Coral Gables or other municipalities that shared similar characteristics. He said got the idea from conversations with Coral Gables City Commissioner Melissa Castro and prior Council discussions about promoting the Village and learning from comparable communities. He suggested sharing information, promoting events, exchanging practices, and considering cooperation involving residents, hotels, restaurants, and cultural activities.

Mr. Gonzalez said municipal managers and professional organizations already shared operational practices, but the proposal could involve elected officials, tourism, marketing, restaurants, hotels, and cultural programming. He said that many Bal Harbour programs were limited to residents and hotel guests, so expanding access would require a policy decision.

There was a general consensus from the Council for the Village continue discussions with Coral Gables representatives and determine whether a workable proposal could be developed.

R9B Discussion Item - Mosquito Spraying - Councilman Buzzy Sklar

Councilmember Sklar praised Village staff's production of the Independence Day event but said attendees had been bitten by mosquitoes. He asked whether the Village could coordinate some kind of treatment before outdoor events.

Julio Magrisso, Director of Public Works and Beautification, said that County personnel had visited, placed traps, and planned to return to identify the mosquito species and determine an appropriate response depending on the test results. Vice Mayor Wolf cautioned against broad pesticide spraying because of health and environmental concerns.

R9C Discussion Item - Beach Renourishment Project Status - Councilman Buzzy Sklar

R9D Discussion Item - Harbourfront Park, Cut Walk, and Jetty Project Update - Councilman Buzzy Sklar

Discussion on the Agenda Items R9C and R9D were combined.

Councilman Sklar requested updates on the Jetty and beach-renourishment projects adding that it was his understanding that the Jetty project had been delayed to coordinate with the beach-renourishment work.

Mr. Gonzalez said that projects had separate schedules and permitting requirements. He said the renourishment project had changed and that the Village no longer needed to delay the Jetty work.

Matilde Reyes, Capital Program Director, described the Jetty design, permitting, agency review, lighting, Fish and Wildlife requirements, Coast Guard issues, procurement, and the construction schedule. She said staff was moving toward complete plans and an invitation to bid.

Mr. Gonzalez said the Council would receive an item in September to accept a proposal or reject the current approach and authorize the invitation to bid, and Ms. Reyes estimated a two- to three-month bidding period, depending on questions from contractors.

R9E Discussion Item - Update on Sister City Hof HaCarmel - Councilman Jeffrey P. Freimark

Councilmember Freimark provided an update regarding Bal Harbour's sister-city relationship in Israel, saying that he had met with Hof HaCarmel Mayor Asif Isak and discussed possible exchanges and programs. He said there was an interest in arranging a video conference between the two councils, developing student or youth connections, and continuing municipal cooperation. He said representatives from the sister city remained interested in visiting Bal Harbour when circumstances permitted.

R9F - PUBLIC COMMENT

Patricia Cohen, 10275 Collins Avenuse, said she had been present as a Councilmember when the Village Clerk was selected and had attended his first meeting. She thanked him for his years of service and said she would miss him.

Penny Sepler, 10275, thanked the Village Clerk and said he had been available to residents and had reminded her about matters when needed. She said that Ms. Shimko's opening reflection was beautiful and suggested that the Village consider including her among its chaplains. Mayor Salver said the Police Department had several chaplains and that having a female chaplain could be useful. Mr. Gonzalez said staff would review whether any conflict-of-interest issue applied, although the role was unpaid.

Vice Mayor Wolf expressed his appreciation for the Village Clerk's service, his institutional knowledge, his work with the Council and staff, and his assistance with meeting procedure.

Mr. Gonzalez said that the Village Clerk had been an integral member of the administration from the beginning of his employment, had maintained the Village's records, supported the Council, and helped ensure that Village actions complied with procedural requirements.

The Village Clerk thanked the Council and those present. He said he planned to continue riding his bicycle to the Village and indicated that he expected to remain connected to the community.

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12 Village Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT - The meeting was adjourned at 9:06 P.M.

_____
Mayor Seth E. Salver

Attest:

_____
Juan D, Garcia, Village Clerk

BAL HARBOUR

- VILLAGE -

Mayor Seth E. Salver
Vice Mayor David Wolf
Councilman Jeffrey P. Freimark
Councilman Alejandro Levy
Councilman Buzzy Sklar

Village Manager Jorge M. Gonzalez
Village Clerk Juan D. Garcia
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Mini Retreat Minutes
August 28, 2026
At 9:00 AM

Bal Harbour Waterfront Park • Community Center,
2nd Floor, Sapphire Room • 18 Bal Bay Dr. • Bal Harbour, 33154

CALL TO ORDER – Mayor Salver called the Retreat to order at 9:05 AM.

The following were present:
Mayor Seth E. Salver
Vice Mayor David Wolf
Councilman Jeffrey P. Freimark
Councilman Alejandro Levy
Councilman Buzzy Sklar

Also present:
Jorge M. Gonzalez, Village Manager
Juan D. Garcia, Village Clerk
Susan Trevarthen, Village Attorney
Ramiro Inguanzo, Assistant Village Manager

Village Manager Jorge Gonzalez welcomed the Council and reviewed the Village's key priorities for the upcoming year. The discussion highlighted Bal Harbour Shops negotiations, litigation, legislative advocacy, administration of the Development Agreement, and expansion construction; major capital and infrastructure projects and ongoing utility improvements; continued coordination with the Bal Harbour Shops and the Gated Community; public safety and traffic mitigation efforts; and quality-of-life priorities, including the Village's 80th Anniversary Program.

Mr. Gonzalez also reviewed priorities related to beach renourishment and maintenance, sargassum and bay-related matters, the Tourism Strategic Plan, and potential recreational improvements within the Village. He noted that the retreat provided an opportunity to review the status of these initiatives, discuss upcoming milestones, and receive Council direction on matters requiring further action. Mr. Gonzalez then invited Councilmembers to identify any additional matters they wished to discuss.

Mayor Salver requested that the Council discuss the mayoral selection process following the November 2026 swearing-in ceremony. Councilman Sklar requested that the Council

discuss Amendment 3 as it relates to property taxes. The Council also requested updates regarding the Coastal Mayors initiative and the New Village Hall construction project.

Village Priorities

Mr. Gonzalez provided a review of the Village's mission and vision, after which he described the elements of the Bal Harbour Experience that the Village uses to guide its strategic planning, and under which all actions by the Council and Staff are guided. He then presented the proposed priorities for 2026/2027.

2026 Ranking	Project/Activity
NR	Bal Harbour Shops Negotiations, Litigation, Legislative Advocacy, Administering DA, and Expansion Construction
NR	Harbourfront Park/Cutwalk – Negotiate GMP and Commence Construction
NR	New Village Hall Basis of Design Report (BODR) and begin Development of CDs
NR	Sustain Traffic Mitigation, Community Policing, Presence and Enforcement
NR	Utility Infrastructure Projects (5a; 6a, 6b; 7)
NR	Bal Harbour Civic Association / Gated Community Operations / Milestone Agreement
NR	Beach Renourishment / Beach Maintenance / Sargassum / Bay
NR	80th Anniversary Program
NR	Tourism Strategic Plan
NR	Playground at Greenspace by the Guardhouse and/or Fitness Stations along Beach Path

Executive Session (BHS)

At approximately 9:10 AM, the Council proceeded to the scheduled executive session regarding Bal Harbour Shops litigation. The executive session concluded at approximately 11:00 AM, after which the public Mini-Retreat reconvened.

Zyscovich Litigation

Mr. Gonzalez introduced the item. Village Attorney Susan Trevarthen and Matilde Reyes, Director of Capital Planning, provided an update regarding the Zyscovich matter and

settlement negotiations. Mr. Gonzalez reported that the settlement status was $500,000, subject to final settlement terms. They also reviewed participation by project subconsultants and explained that, if Zyscovich pursues claims against project subconsultants, potential Village support and a recovery-sharing percentage remained under negotiation.

Council Requested Items

1. Succession Planning

Mr. Gonzalez led a brief discussion regarding succession planning and continuity of Village administration. Following discussion, the Council directed that a second amendment to the Village Manager's employment agreement be prepared for Council consideration at the September 15 Village Council Meeting.

The Council took a 15-minute break at 11:30 AM.

2. Architectural Review Board

Mr. Gonzalez introduced and led the discussion regarding the Architectural Review Board (ARB), including its purpose, composition, scope of review, and role in the Village's development review process. Eli Palacios, Building Director, and Lourdes Rodriguez, Building Administrator, were present to provide information and respond to questions regarding the Board and the Building Department's administration of the ARB process.

Mr. Gonzalez reviewed the purpose of the Village Appearance Code, explaining that it is intended to protect and enhance property values and the appearance of buildings, structures, landscaping, and open areas while promoting compatible and attractive development. He also reviewed the current composition of the ARB and discussed the types of projects subject to Board review.

Ms. Trevarthen provided additional context regarding the ARB and discussed the value of maintaining professional architectural review as part of the Village's development review process. She advised the Council that, if the ARB were eliminated, the Village would not be able to subsequently reestablish the Board.

The Council discussed whether the number and types of projects requiring ARB review could be reduced rather than eliminating the Board. Mayor Salver questioned whether the ARB should review projects that are not visible from the street or other public areas, referencing a prior project as an example. Councilman Freimark indicated that he was not in favor of eliminating the ARB but was open to revising the applicable Code language to narrow the scope of projects requiring Board review.

Following discussion, there was general consensus to retain the ARB while exploring amendments to limit the projects requiring Board review based on their visibility from

public areas. The Council expressed interest in limiting review of projects that are not visible from Collins Avenue, the Beach Path, or Park Drive, with the revised criteria applying to properties on both sides of Collins Avenue.

3. Electronic Mobility Devices

Mr. Gonzalez opened the discussion on electric mobility devices, with Village Attorney Susan Trevarthen and Deputy Chief Mauricio Escarra providing an update on the Village's current regulations and regulatory authority. They explained that the Village has already prohibited e-bikes, scooters, and other motorized mobility devices on the beach path and beach access paths, while Collins Avenue and 96th Street are FDOT corridors and are not under direct Village jurisdiction.

They reviewed implementation of the Village ordinance, including the education period, permanent signage, and enforcement activity. Since May, the presentation reported 695 field interactions and 82 warnings. They also compared regulations in surrounding municipalities, noting minimum-age requirements in Bay Harbor Islands and Sunny Isles Beach and roadway restrictions in Sunny Isles Beach, while Surfside had no current regulation or enforcement identified in the presentation.

The Council discussed the limitations on the Village's ability to regulate electric mobility devices on roadways outside of its jurisdiction. Following discussion, the Council expressed support for any Miami-Dade County initiative to regulate electric mobility devices on County roadways and directed staff to support such efforts.

Priorities Update

1. UIIP Update

Julio Magrisso, Director of Public Works and Beautification, provided the Council with an update on the Utility Infrastructure Improvements Project, reviewing project maps, completed and ongoing work, remaining improvements, anticipated schedules, and funding.

Mr. Magrisso reported that Utility Infrastructure Improvement Projects 6A and 6B were complete, while Project 7 was approximately 45 percent complete. The projects are part of the Village's ongoing water, sewer, roadway, and related infrastructure improvements. Remaining work for Project 7 included sewer improvements, curb and gutter work, and milling and paving. Funding for the current work totaled approximately $1.2 million, including a $750,000 State grant, with the balance funded through the Utility Fund. Cost sharing with the Gated Community for milling and paving and stormwater funding for curb and gutter improvements were also reviewed.

2. Jetty Update

Mr. Gonzalez introduced the item, and Matilde Reyes provided an update on the Harbourfront Park, Jetty and Cutwalk project. Ms. Reyes reviewed the project design and renderings, factors affecting commencement of construction, budgeted funding, and the Construction Manager at Risk decision path from GMP review through Council consideration and next steps.

Ms. Reyes explained that several outside activities and seasonal conditions affect the construction schedule, including nearby construction, U.S. Army Corps of Engineers dredging, sargassum cleanup, turtle and shorebird nesting seasons, and hurricane season. The presentation reflected a GMP decision anticipated in October/November 2026, while the anticipated groundbreaking and substantial completion dates remained to be determined.

The presentation identified total budgeted funding of approximately $39.175 million from Miami-Dade County GOB funds, FIND and FDEP grants, Florida Department of Commerce grants, developer contributions, SunTrust/Truist rent, Resort Tax, and an appropriation of fund balance.

3. Gated Community Items/ Stormwater Fee

Mr. Gonzalez opened the discussion on the Gated Community and related stormwater matters, with Ramiro Inguanzo, Assistant Village Manager, providing additional information on the Milestone Agreement and proposed stormwater fee. Mr. Gonzalez reviewed the history of the Milestone Agreement and summarized the Council's previous direction regarding the stormwater fee, right-of-way management, easements, Code Compliance, lot splits, waste bin fees, and Architectural Review Board requirements. The Council was also updated on the current status of the Milestone Agreement and whether implementation of a stormwater fee should proceed while the agreement remained under consideration.

Mr. Gonzalez reviewed the proposed Stormwater Assessment Unit (SAU) methodology and options for allocating stormwater costs to the Gated Community. Councilman Sklar asked whether the fee could be implemented incrementally rather than imposing the full amount at once. Following discussion, the Council agreed to defer further consideration of the Milestone Agreement and move forward with a 51%/49% allocation of stormwater costs, with 51% allocated to the Gated Community and 49% to the remainder of the Village. The Council further agreed that the stormwater fee would be collected through the Village's water utility bill effective as soon as practical.

4. Founders' Circle/ Dedication

Mr. Gonzalez, together with Julio Magrisso, Public Works Director, provided an update on the renovations to Founders' Circle, including improvements to the sidewalk, landscaping, lighting, and new monument. Mr. Gonzalez noted that Founders' Circle was originally dedicated on January 7, 1990, and that a rededication ceremony was planned for November 5, 2026, in recognition of the Village's 80th Anniversary.

Mr. Gonzalez presented the idea of adding Rabbi Sholom Dovber Lipskar's name to the Founders' Circle plaque in recognition of his longstanding contributions to the community. Mayor Salver expressed his support for the recognition and stated that Rabbi Lipskar was a fitting individual to be honored at Founders' Circle. The Council unanimously agreed with the proposed recognition.

New Business/ Open Discussion

1. Mayor Selection Discussion – November 2026

Mayor Salver requested that the Council discuss the mayoral selection process following the November 2026 swearing-in ceremony. The Councilmembers elected in 2026 were unopposed and will be sworn in to begin their new terms in November.

Following discussion, the Council agreed to continue consideration of the mayoral selection process at a Council Workshop scheduled for October 28, 2026, at 5:00 PM.

2. Property Tax – Amendment 3

Mr. Gonzalez provided an update and started the discussion regarding Amendment 3 as it relates to property taxes. Mr. Gonzalez provided the Council and update on Amendment 3 as how it relates to the Village.

3. Coastal Mayor Updates

The Village Council discussed recent Coastal Mayors initiatives. Mayor Salver provided an update on matters being considered by the Coastal Mayors and advised the Council that Bay Harbor Islands would be considering the upcoming expiration of the Bay Pass program. He also noted ongoing discussions regarding the program, including the potential for rates to increase in the future and the impacts associated with the Bay Pass coming to an end.

4. New Village Hall Construction Update

Mr. Gonzalez provided an overview of the item before turning the discussion over to Ms. Reyes for the project update. Ms. Reyes noted that the New Village Hall project was currently in the design development phase and reviewed the project's progress and anticipated schedule. She reported that the Basis of Design Report and schematic design phase had been completed, with design development anticipated to be completed in September 2026. Construction documents were expected to be completed in January 2027, followed by permitting in February/March 2027, contractor selection in July 2027, and commencement of construction in September 2027. Substantial completion was projected for March 2030.

Ms. Reyes also discussed ongoing coordination with emergency management, law enforcement, information technology, cybersecurity, and other public-safety partners to ensure the design incorporates appropriate standards, operational needs, and best practices for the new Village Hall as a critical public facility.

ADJOURNMENT: The Retreat was adjourned at 3:30 PM.

_____
Mayor Seth E. Salver

Attest:

_____
Juan D. Garcia, Village Clerk

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) YEAR THREE, FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM.

Issue:

Shall the Village accept the year three grant award in the amount of $70,000 from FDOT for the Freebee on-demand transit program?

The Bal Harbour Experience:

☐ Beautiful Environment	☐ Safety	☒ Modernized Public Facilities/Infrastructure
☐ Destination & Amenities	☐ Unique & Elegant	☒ 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 September 2024, the Village entered into an original agreement and received a grant award from FDOT, providing a significant financial contribution towards the program. The FDOT also funded year two throughout 2026, 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. In August 2026, the Village received notification from FDOT of an additional $70,000 with an additional $70,000 required match for year three request of a three-year grant cycle. This funding is crucial for maintaining and potentially expanding the Freebee service to meet growing demand without diverting resources from other important projects. Approval of this Resolution will authorize the Village Manager to accept the year three grant award, 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 #
	X	X	X

Sign off:

Public Works & Beautification Director	Chief Financial Officer	Village Manager
Julio E. Magrisso	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

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) YEAR THREE, FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE YEAR THREE AWARD FROM FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In the Summer of 2022, the Village Council approved a pilot agreement with Beefree, LLC d/b/a Freebee ('Freebee") and then subsequently entered into an agreement with Freebee for the provision of on-demand, point to point public transit service. 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 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 September 2024, the Village entered into an original agreement and received a grant award from FDOT, providing a significant financial contribution towards the program for 2025. The FDOT also funded year two for 2026, and recently, in August 2026, the Village received notification from FDOT of an additional $70,000 for calendar year 2027, with an additional $70,000 required match for year three request of a three-year grant cycle. The contract date is now extended to December 31, 2027.

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 continue the service to accommodate growing demand.

The success of the program and increase in ridership was highlighted by the ridership numbers as reported by Freebee at the May 5, 2026 Council meeting. The completed rides now average approximately 930 per month (31 per day). These 930 rides service a monthly average of 1,200 individuals (40 per day). The service operates seven (7) days a week, Monday - Thursday, from 10:00 AM –9:00 PM and Friday – Sunday, from 11AM - 10:00 PM.

Maintaining such a service comes with high costs. To ensure the sustainability of the Freebee service, the acceptance of this grant to fund year three helps ensure its continued success.

The current grant award for year three would provide $70,000 in funding, covering 50% of the approximate $140,000 annual cost of the Freebee service. The remaining $70,000 is covered in the form of a Citizens Independent Transportation Trust (CITT) match. FDOT has approved CITT as a viable matching source. The grant from FDOT provides funding support to continue operations of the Freebee Bal Harbour service, enabling the Village to provide this no-cost service to the community.

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 is providing a vital transportation option for its residents and joins other municipalities in the pursuit of sustainable urban mobility.

THE BAL HARBOUR EXPERIENCE

The continuation of the Freebee on-demand public transit service directly aligns with the Village's mission to deliver the distinctive *Bal Harbour Experience* by reinforcing the community's commitment to sustainability, elegance, safety and to be stewards of environmental responsibility.

CONCLUSION

The approval of the grant award for year three with FDOT for the Freebee on-demand public transit service is a crucial step in continuing the Village's commitment to enhancing public transportation and promoting sustainability. Therefore, I recommend approval of this Resolution.

Attachments:

1. Grant Agreement

RESOLUTION NO. 2026-____

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) YEAR THREE, FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE YEAR THREE AWARD FROM FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In the Summer of 2022, the Village Council approved a pilot agreement with BeeFree, LLC d/b/a Freebee ("Freebee") and then subsequently entered into an agreement with Freebee for the provision of on-demand, point to point public transit service; and

WHEREAS, recognizing the financial implications of sustaining this service and impact to the General Fund, the Village submitted a grant application to the Florida Department of Transportation (FDOT) in the spring of 2023; and

WHEREAS, in Sept 2024, the Village entered into an original agreement and received a grant award from FDOT for 2025, providing a significant financial contribution towards the program; and

WHEREAS, the FDOT also funded year two for 2026; and

WHEREAS, recently, in August 2026, the Village received notification and approval from FDOT of an additional $70,000 for year three of a three-year grant cycle; and

WHEREAS, the year three grant award 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; and

WHEREAS, this Council finds that accepting the year three FDOT grant 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. **Grant Award Accepted**. That the grant award for year three from the Florida Department of Transportation in the amount of $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 accept the year three grant agreement from 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 requirements.

Section 5. **Implementation**. The Village Manager is hereby authorized to execute the year three of 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 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
453987-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
453987-1-84-02		Federal Number/Federal Award		Org. Code:	55062020629
453987-1-84-03		Identification Number (FAIN) – Transit only:		Vendor Number:	F596000271002
Contract Number:	G3127	Federal Award Date:		Amendment No.:	2
CFDA Number:	N/A	SAM/UEI Number:	G6C1SDPWU686		
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on_____, by and between the State of Florida, Department of Transportation ("Department"), and Bal Harbour Village , ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 9/24/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add SFY27 third year funding for Bal Harbour Village for Transit Service Development program to continue to provide on-demand transit and extend contract to 12/31/2027

2. **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**
   X **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**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   __ Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   __ Exhibit E: Program Specific Terms and Conditions
   __ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)

__ *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):

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $140,000 bringing the revised total cost of the project to $420,000.

The Department's participation is X increased/ __ decreased by $70,000. The Department agrees to participate in the Project cost up to the maximum amount of $210,000, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Bal Harbour Village

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title: D6 Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

_____

To: Raymond.Freeman@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3127

8/11/2026

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:	09/24/2024
Ending Date of This Agreement:	12/31/2027
Contract Total/Budgetary Ceiling:	ct = $210,000.00
Description:	SFY27 - TRANSIT SERVICE DEVELOPEMENT FREEBEE ON-DEMAND TRANSIT

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 8/11/2026

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	$70,000.00
Financial Project:	45398718403
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2027
Budget Entity:	55100100
Category/Category Year:	088774/27
Amendment ID:	S002
Sequence:	00
User Assigned ID:	2
Enc Line (6s)/Status:	0003/04

Total Amount: $70,000.00

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3127

7/17/2025

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:	09/24/2024
Ending Date of This Agreement:	12/31/2025
Contract Total/Budgetary Ceiling:	ct = $140,000.00
Description:	SFY25 - TRANSIT SERVICE DEVELOPEMENT FREEBEE ON-DEMAND TRANSIT

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/17/2025

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	$70,000.00
Financial Project:	45398718402
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2026
Budget Entity:	55100100
Category/Category Year:	088774/26
Amendment ID:	S001
Sequence:	00
User Assigned ID:	AMEND1
Enc Line (6s)/Status:	0002/04

Total Amount: $70,000.00

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 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
453987-1-84-02	DPTO	088774	2026	751000	55.012	Public Transit Service Development Program	$70,000.00
453987-1-84-03	DPTO	088774	2027	751000	55.012	Public Transit Service Development Program	$70,000.00
		Total Financial Assistance					$210,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$210,000	$210,000	$0	$420,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$210,000***	***$210,000***	***$0***	***$420,000***

* 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 invoice period is a period of time covering the dates for which operating costs were incurred and for which payment is being presented. The Agency will submit cost reimbursement invoices for the billing cycle indicated below upon the approval of the deliverables including the expenditure detail provided by the Agency. If the agency is unable to meet this schedule for a specific invoice cycle, a justification must be provided within the progress report and approved by the Department.

___ Monthly = one month of operating expenses
_X_ Quarterly = three months of operating expenses
___ Other (Specify):

Scope Code and Activity Line Item (ALI) (Transit Only):	33.09.01
Common Name/UZA Name (Transit Only):	Miami-Dade County/Large Urbanized Area

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.

Hansel Ramirez

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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:** $210,000

*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

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") AND THE VILLAGE FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON COLLINS AVENUE AND 96TH STREET IN AN ANNUAL AMOUNT OF ELEVEN THOUSAND AND EIGHT DOLLARS ($11,008) TO BE PAID TO BAL HARBOUR VILLAGE BY FDOT.

Issue:

Should the Village Council approve the agreement with FDOT to provide Landscape Maintenance Services for an annual fee?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The current Turf and Landscape Agreement for the Landscape Maintenance of Collins Avenue and 96th Street between the Florida Department of Transportation (FDOT) and the Village expires on November 11, 2026.

Under the terms of the agreement, the Village assumes responsibility for the turf and landscape maintenance of all the plantings along the right of way of Collins Avenue and 96 Street within the limits of the Village. In exchange for this work, the FDOT agrees to reimburse the Village eleven thousand eight dollars ($11,008) yearly, paid in quarterly installments.

The agreement is for a term of one year. The agreement may be renewed twice on a year-to-year basis.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Director Title	Chief Financial Officer	Village Manager
Julio E. Magrisso	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AND AUTHORIZING EXECUTION OF A TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") AND THE VILLAGE FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON COLLINS AVENUE AND 96TH STREET IN AN ANNUAL AMOUNT OF ELEVEN THOUSAND AND EIGHT DOLLARS ($11,008) TO BE PAID TO BAL HARBOUR VILLAGE BY FDOT; AUTHORIZING EXECUTION OF SUCCESSIVE RENEWALS IF OFFERED BY FDOT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

Approve the Resolution.

BACKGROUND

The current Turf and Landscape Maintenance Agreement, which commenced in 2011, for the landscape maintenance of Collins Avenue and 96th Street between the Florida Department of Transportation (FDOT) and the Village expires on November 11, 2026. Under the terms of the agreement, the Village assumes responsibility for the turf and landscape maintenance of all the plantings along the Right of Way of Collins Avenue and 96 Street within the limits of the Village. In exchange for this work, the FDOT agrees to reimburse the Village $11,008 yearly, paid in quarterly installments. This is an approximate 27% increase from prior years' agreements of $8,672. The agreement is for a term of one year beginning on the effective date of the agreement. The agreement may be renewed twice on a year-to-year basis.

ANALYSIS

The following information details the minimum standards to be performed by Bal Harbour Village during the term of the agreement. It is important to note that Bal Harbour Village's maintenance standards greatly exceed the FDOT standards, as evidenced by the aesthetics on our streets. For each of the following work activities, Bal Harbour Village shall be responsible for performing these minimum frequencies:

- Litter Pickup - twelve (12) times per year
- Mowing, including edging and sweeping - twelve (12) times per year
- Landscape/Tree Trimming - twelve (12) times per year

Bal Harbour Village maintenance obligations are as follows:

- Mowing, cutting and/or trimming and edging the grass and turf;
- 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;
- Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors;
- Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition;
- Paying for all water use and all costs associated therewith;
- Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way;
- Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials;
- 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 all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time;
- Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h);
- Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of 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.

THE BAL HARBOUR EXPERIENCE

The *Bal Harbour Experience* is reflected in the Village's commitment to maintaining a clean, well-managed, and aesthetically exceptional community, consistent with our focus on a Beautiful Environment and the highest quality of life.

CONCLUSION

Our on-going relationship with FDOT has proven to be successful, and this agreement for the Turf and Landscaping maintenance is one of the many important topics we communicate with them on a regular basis. I recommend approval of this Resolution authorizing execution of this agreement and successive renewals between the Florida Department of Transportation and the Village.

Attachment

1. FDOT Turf and Landscape Maintenance Department Funded Agreement – Financial Project Number 252400-6-78-01

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AND AUTHORIZING EXECUTION OF A TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") AND THE VILLAGE FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON COLLINS AVENUE AND 96TH STREET IN AN ANNUAL AMOUNT OF ELEVEN THOUSAND AND EIGHT DOLLARS ($11,008) TO BE PAID TO BAL HARBOUR VILLAGE BY FDOT; AUTHORIZING EXECUTION OF SUCCESSIVE RENEWALS IF OFFERED BY FDOT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, commencing in 2011, the Village and the Florida Department of Transportation ("FDOT") entered into successive Turf and Landscape Maintenance Department funded agreements (the "Agreement"), pursuant to which the Village assumes the responsibility for the turf and landscape maintenance of all the plantings along Collins Avenue and 96th Street Rights of Way within the limits of the Village (the "Roadways") in exchange for a financial contribution by FDOT; and

WHEREAS, the current Agreement expires on November 11, 2026 and both the Village and FDOT wish to enter into a new Agreement for the maintenance of all plantings along the Roadways; and

WHEREAS, pursuant to the new agreement, the Village will continue the maintenance of the turf and landscaping along the Roadways, and FDOT shall compensate the Village in an annual amount of Eleven Thousand and Eight Dollars ($11,008), paid in quarterly installments; and

WHEREAS, this Council finds the approval of the New Agreement, 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. Department Funded Agreement Approved.

A. That the New Agreement, in substantially the form attached hereto, is hereby approved, and the Village Manager is hereby authorized to execute the New Agreement, on behalf of the Village.

B. That the Village Manager is hereby further authorized to execute a series of successive annual renewals of the Agreement and/or revised agreements 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 the Agreement and this Resolution.

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

PASSED AND ADOPTED this 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

CONTRACT # _____

TURF AND LANDSCAPE MAINTENANCE DEPARTMENT FUNDED AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BAL HARBOUR VILLAGE

This Agreement, is made and entered into this _____day of _____, 20__, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Bal Harbour Village, a municipal corporation of the State of Florida, hereinafter referred to as the 'LOCAL GOVERNMENT'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains State Road A1A / Collins Avenue and State Road 922 / 96 Street in the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT's request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252400-6-78-01, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit "A" – Scope of Services, and in accordance with the provisions of Exhibit "B" – Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e), 335.055, and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged,

the parties agree as follows:

1. INCORPORATION OF RECITALS

   The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES

   a. The LOCAL GOVERNMENT has submitted this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said approval resolution is attached hereto as "Exhibit "D" - Local Government's Resolution", and is herein incorporated by reference.

   b. The LOCAL GOVERNMENT shall not commence the PROJECT until issuance of a written notice to proceed by the DEPARTMENT, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the date of Notice to Proceed.

   c. The LOCAL GOVERNMENT shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way (the project limits) as described in Exhibit "A".

   d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit "A".

   e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.

   f. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, Bencze Vajta, P.E. at (305) 640-7165 or Bencze.Vajta@dot.state.fl.us

   g. The LOCAL GOVERNMENT shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT.

   h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

i. The LOCAL GOVERNMENT shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the LOCAL GOVERNMENT to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.

j. This Agreement shall not obligate the DEPARTMENT to pay the LOCAL GOVERNMENT to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the LOCAL GOVERNMENT to maintain any such additional landscaping.

k. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.

3. FINANCIAL PROVISIONS

a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of $11,008.00 for completion of the services described in Exhibit "A" – Scope of Services. The method of compensation is included in Exhibit "B" – Financial Summary.

b. The LOCAL GOVERNMENT 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, identified as PROJECT Number 252400-6-78-01, and the quantifiable, measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit "A". (Section 287.058(1)(d) and (e), F.S.).

c. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A", accompanied by the duly executed certification document in Exhibit "C", thereby establishing that the Scope of Services described in Exhibit "A" have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (Section 287.058 (1)(a), F.S.).

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met (see Exhibit "C" – Turf and Landscape JPA Work Certification Document).

e. There shall be no reimbursement or compensation for travel expenses under this Agreement.

f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. 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 goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT 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. (Section 215.422(3)(b), F.S.).

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.).

g. 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'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. (Section 287.058(4), F.S.).

h. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 $25,000.00 and which have a term for a period of more than 1 year."

i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.).

j. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT during the term of the contract; and

   ii. Expressly require any contractors and 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 LOCAL GOVERNMENT shall insert the above clause into any contract entered into by the LOCAL GOVERNMENT with vendors or contractors hired by the LOCAL

GOVERNMENT for purposes of performing its duties under this Agreement.

4. COMMUNICATIONS

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 DEPARTMENT:	Florida Department of Transportation 1000 NW 111 Avenue, Room 6205 Miami, Florida 33172 Attention: District Maintenance Engineer
To LOCAL GOVERNMENT:	Bal Harbour Village 655-96 Street Bal Harbour, Florida 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.

5. INVOICING

a. The LOCAL GOVERNMENT shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include a completed Turf and Landscape JPA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".

b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the LOCAL GOVERNMENT for the actual work it performs.

   i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the LOCAL GOVERNMENT from performing its work for a period of one (1) month or longer.

c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT 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 DEPARTMENT may, at its option, proceed as follows:

a. The LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. **(Section 287.058(1)(h), F.S.).**

b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT; or

c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.

b. As mutually agreed by both parties.

c. In accordance with **Section 287.058(1)(c), F.S.,** the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of **Chapter 119, of the F.S.**

9. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the LOCAL GOVERNMENT expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the LOCAL GOVERNMENT 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 LOCAL

GOVERNMENT's negligent exercise or of its responsibilities as set out in this AGREEMENT, including but not limited to, any negligent act, negligent action, negligence or omission by the LOCAL GOVERNMENT, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the LOCAL GOVERNMENT nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The LOCAL GOVERNMENT'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 LOCAL GOVERNMENT'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 4 of this AGREEMENT. The DEPARTMENT's failure to notify the LOCAL GOVERNMENT of a claim shall not release the LOCAL GOVERNMENT of the above duty to defend and indemnify the DEPARTMENT.

The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT's evaluation of liability or its inability to evaluate liability shall not excuse the LOCAL GOVERNMENT'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 negligent shall excuse performance of this provision by the LOCAL GOVERNMENT.

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

BAL HARBOUR VILLAGE:	**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**
BY: _____	**BY: _____**
LOCAL GOVERNMENT MANAGER	**DIRECTOR OF TRANSPORTATION OPERATIONS**
ATTEST: _____	**ATTEST: _____**
(SEAL) LOCAL GOVERNMENT CLERK	**(SEAL) EXECUTIVE SECRETARY**

LEGAL REVIEW:

_____	**_____**
LOCAL GOVERNMENT ATTORNEY	**DISTRICT CHIEF COUNSEL**

Exhibit "A"
Scope of Services

Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on the State Roads below 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, the LOCAL GOVERNMENT shall maintain all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time.

State Road No.	Street Name	From	To
A1A	Collins Avenue	96 Street	Bakers Haulover Cut
922	96 Street	Indian Creek	Collins Avenue

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Litter Pickup - twelve (12) times per year
- Mowing, including Edging and Weed Control - twelve (12) times per year
- Landscape Maintenance/Tree Trimming - twelve (12) times per year

The LOCAL GOVERNMENT shall perform a minimum of two cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT's maintenance obligations shall include but not be limited to:

a. Mowing, cutting and/or trimming and edging the grass and turf.

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. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.

d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition.

e. Paying for all water use and all costs associated therewith.

f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.

g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

h. 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 all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.

i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).

j. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of 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.

FDOT Financial Project Number: 252400-6-78-01

County: Miami-Dade

FDOT Project Manager:
Bencze Vajta, P.E. - (305) 640-7165 or Bencze.Vajta@dot.state.fl.us

LOCAL GOVERNMENT Project Manager:
Jorge M. Gonzalez, Village Manager - (305) 866-4633 or manager@balharbourfl.gov

Exhibit "B"
Financial Summary

Financial Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in Section 5 of this Agreement for the work described in Exhibit "A". The following are the maximum participating compensation amounts the DEPARTMENT will make annually for each of these work activities:

- **Litter Pickup: $832.00**
- **Mowing, including Edging and Weed Control: $2,648.00**
- **Landscape Maintenance/Tree Trimming: $7,528.00**

TOTAL ANNUAL PROJECT AMOUNT ELIGIBLE FOR COMPENSATION BY THE DEPARTMENT: $11,008.00.

The LOCAL GOVERNMENT may choose to exceed the required minimum maintenance frequencies for each of the work activities described above at no additional cost to the DEPARTMENT.

Exhibit "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TURF AND LANDSCAPE JPA WORK CERTIFICATION DOCUMENT

CONTRACT NO:_____ Q1/Q2/Q3/Q4: _____

MUNICIPALITY:_____ INVOICE NO:_____

PAGE ____ OF ____

Instructions: Form to be completed by the Municipality certifying and documenting when the work was performed. The Department's Yard Engineer, or designee, will complete the portion confirming that the work performed meets the JPA scope.

Location / SR	Date Work Performed		
	Litter Pickup	Mowing *	Landscape/Tree Trimming

Comments / Remarks:

MUNICIPALITY CERTIFYING WORK WAS COMPLETED PER CONTRACT	FDOT CONFIRMS WORK WAS COMPLETED PER CONTRACT
Name (Print): _____	Name (Print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____

* mowing work description also includes all types of mowing and edging/sweeping

Exhibit "D"
LOCAL GOVERNMENT's Resolution

To be herein incorporated once approved by the LOCAL GOVERNMENT Council/Commission.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEWAGE/STAMFORD GENERATOR WITH JOHN DEERE ENGINE FOR EMERGENCY POWER FOR THE BAL HARBOUR WATERFRONT PARK FROM MTS POWER PRODUCTS, INC. IN THE AMOUNT OF $82,160.

Issue:

Should the Village Council authorize the purchase of a Newage/Stamford Generator for emergency power for the Bal Harbour Waterfront Park?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Since opening in December 2023, the Bal Harbour Waterfront Park has become one of the Village's most regularly utilized community facilities. Although not originally designed with standby power, installing a generator would enhance resiliency and allow the Park to support limited post-emergency operations, resident assistance, communications, distribution, and other recovery needs during extended outages.

Staff recommends purchasing and installing a 100KW Newage/Stamford Generator with John Deere engine from MTS Power Products for $82,160, funded through Waterfront Park previously set-aside funds. MTS has recently completed similar Village generator purchases, was approximately 20% lower than the next bidder in a December 2025 competitive process and has demonstrated reliable and responsive service.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$82,160	Waterfront Park-FF&E	01-73-506418

Sign off:

Director Title	Chief Financial Officer	Village Manager
Director Name	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE AND INSTALL A 100KW NEWAGE/STAMFORD GENERATOR WITH JOHN DEERE ENGINE AND ASSOCIATED EQUIPMENT FOR EMERGENCY POWER FOR THE BAL HARBOUR WATERFRONT PARK FROM MTS POWER PRODUCTS, INC. IN THE AMOUNT OF $82,160; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Bal Harbour Waterfront Park opened in December 2023 as a significant investment in the Village's recreational and community infrastructure. Designed primarily for recreation, wellness, cultural programming, and community use, the facility was not originally equipped with a permanent standby generator or intended to serve a post-emergency function.

Since opening, however, the Waterfront Park has become an important community focal point and one of the Village's most regularly utilized public facilities, supporting fitness, classes, programs, events, and other activities throughout the week.

As the Village continues to strengthen its emergency preparedness and resiliency, standby power would provide greater flexibility to utilize this important public asset following a major storm, extended power outage, or other emergency. While not intended as an emergency shelter, the facility could support limited post-incident operations, resident assistance, distribution of supplies or information, charging and communications needs, or other recovery-related functions, as conditions warrant.

ANALYSIS

To enhance the resiliency and operational capabilities of the Bal Harbour Waterfront Park, staff obtained a proposal from MTS Power Products for the purchase and installation of a 100KW/208V/3-phase enclosed Newage/Stamford generator with John Deere engine mounted on a 300-gallon double-walled diesel fuel tank. The generator will be equipped with two breakers to provide standby power to both electrical services serving the Waterfront Park, including interior and exterior operations.

The proposed project includes the generator, automatic transfer switches, electrical connections, delivery and placement, installation, and required engineering. The scope includes a 200-amp service entrance transfer switch, a 600-amp, three-pole, 208-volt NEMA 4X Thompson transfer switch, installation by Cope Electric, Inc., and engineering plans by Protek Electrical Engineering, Inc. The total project cost is $82,160, based on MTS Power Products Quote No. 071384 dated June 4, 2026, and will be funded through available Bal Harbour Waterfront Park previously set-aside funds.

The Village previously utilized MTS Power Products in December 2025 for the replacement generator at Pump Station No. 1 following a competitive quote process in which MTS submitted pricing approximately twenty percent (20%) lower than the next lowest bidder. MTS was subsequently utilized again in March 2026 for the replacement generator at Pump Station No. 2. Based on these recent purchases, staff has found MTS to be a reliable and responsive vendor. Given the competitive pricing established less than one year ago and the vendor's demonstrated performance, staff recommends proceeding directly with MTS for this purchase. MTS has also been selling and servicing generators in South Florida for more than thirty (30) years.

Standby power at the Waterfront Park would provide the Village with greater operational flexibility following a major storm, extended outage, or other emergency. As a familiar and regularly utilized community facility, maintaining electrical service would allow the Park to support limited post-incident operations, resident assistance, communications, distribution, or other recovery-related functions as needed.

THE BAL HARBOUR EXPERIENCE

The installation of an emergency standby generator at the Bal Harbour Waterfront Park supports the Bal Harbour Experience and directly advances the Village's goal of Modernized Public Facilities and Infrastructure. Providing reliable standby power strengthens the resiliency of this important community asset, protects the Village's investment, and enhances its ability to remain operational and support community needs following a significant power disruption or emergency.

CONCLUSION

Since opening in December 2023, the Bal Harbour Waterfront Park has evolved into an important and regularly utilized community facility. Providing permanent standby power will enhance the Village's resiliency, maintain critical electrical service during extended outages, and provide added flexibility to support limited post-emergency operations and resident needs when appropriate.

This investment strengthens the Village's ability to protect and utilize the Waterfront Park during emergency conditions while expanding its value as a community resource. Therefore, I recommend your approval of this Resolution.

Attachments:

1. MTS Power Products Proposal – Quote No. 071384

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE AND INSTALL A 100KW NEWAGE/STAMFORD GENERATOR WITH JOHN DEERE ENGINE AND ASSOCIATED EQUIPMENT FOR EMERGENCY POWER FOR THE BAL HARBOUR WATERFRONT PARK FROM MTS POWER PRODUCTS, INC. IN THE AMOUNT OF $82,160; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since opening in December 2023, the Bal Harbour Waterfront Park has become a regularly utilized community facility, creating a need for permanent standby power to enhance resiliency and provide greater operational flexibility during extended power outages or emergencies; and

WHEREAS, Village staff obtained a proposal from MTS Power Products, Inc. for the purchase and installation of a 100KW/208V/3-phase Newage/Stamford generator with John Deere engine and associated equipment for the Bal Harbour Waterfront Park in the total amount of $82,160; and

WHEREAS, the Village has recently utilized MTS Power Products, Inc for similar generator purchases, including a December 2025 competitive quote process in which MTS submitted pricing approximately twenty percent (20%) lower than the next lowest bidder, and staff has found MTS to be a reliable and responsive vendor; and

WHEREAS, the Village Council finds that the purchase and installation of the emergency standby generator is in the best interests of the Village and supports the Village's goal of maintaining modernized, resilient public facilities and infrastructure.

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. Approving Generator Purchase. That the Village Council hereby approves the generator purchase and installation for the Bal Harbour Waterfront Park from MTS Power in the amount of $82,160.

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

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

PASSED AND ADOPTED this 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

MTS Power Products

PO BOX 420660
MIAMI, FL 33142-0660

Quote

Date	Quote #
6/4/2026	071384

Name / Address
Bal Harbour Village Att: Julio Magrisso 655 96 Street Bal Harbour, Fl. 33154

Rep	Project
JEM	

Description	Qty	U/M	Total
100Kw/208V/3Ph Enclosed John Deere Emergency Standy By Unit on a 300Gallon Double Walled Fuel Tank. Unit will be equipped with two breakers to power both service at the Rec Center.	1	Ea	39,500.00
200Amp/3Phase Service Entrance ATS Switch in Watertight Stainless Steel Enclosure	1	Ea	4,985.00
TB82A0600B1AD2DNK11 Thompson ATS Rated: 600Amp/3Pole/208V/Nema 4X ATS in Stainless Steel Enclosure	1	Ea	11,975.00
Delivery and Placement at Jobsite via Hydraulic Crane	1		1,500.00
Install and Connect the Two ATS Switches (Materials and Labor) By Cope Electric, Inc	1		18,500.00
Engineering Plans by Protek Electrical Engineering, Inc	1	Ea	5,700.00

Total $82,160.00

Phone #
(305) 634-1511

125 kva Industrial

MTS100J3/T3

4501 NW 27th Ave Miami, Fl
Ph. 305 634 1511 Fax. 305 633 1461

General Specifications

65db @ 7 Meters

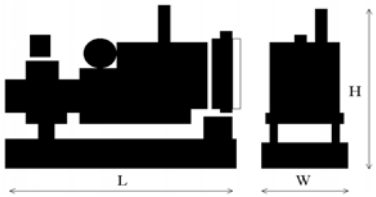
- **John Deere** Powered Generator Set with **NEWAGE** Alternators
- Rugged 300 Gallon Double Walled UL-142 Fuel Tank
- Standard auto/remote start module,
- Full engine protection control panel
- Muffler, Vibration Isolators Installed
- Battery, battery rack & cables
- 120VAC Battery Charger
- Full set of manuals (Engine & Generator)

Engine Specs

- Engine **John Deere** EP4045HF285
- Type: 4 Cycle water cooled
- Turbo Charged
- 1800 RPM / EPA Certified
- Displacement: 4.5 liters
- Compression Ratio: 17.5 to 1
- Fuel Consumption: <> 9.3 liter / hr
- Governor: Electronic
- Cooling: Blower type steel blades
- Charging Alternator: 12v

Generator Specs

- Generator: **NEWAGE**
- UL 1446
- Flexible disc coupling
- Self-exciting & self regulating
- Drip proof alternator
- Class 'H' Insulation
- Voltage regulation 1.5 %
- 300 & 100Amp Main Breaker On Unit



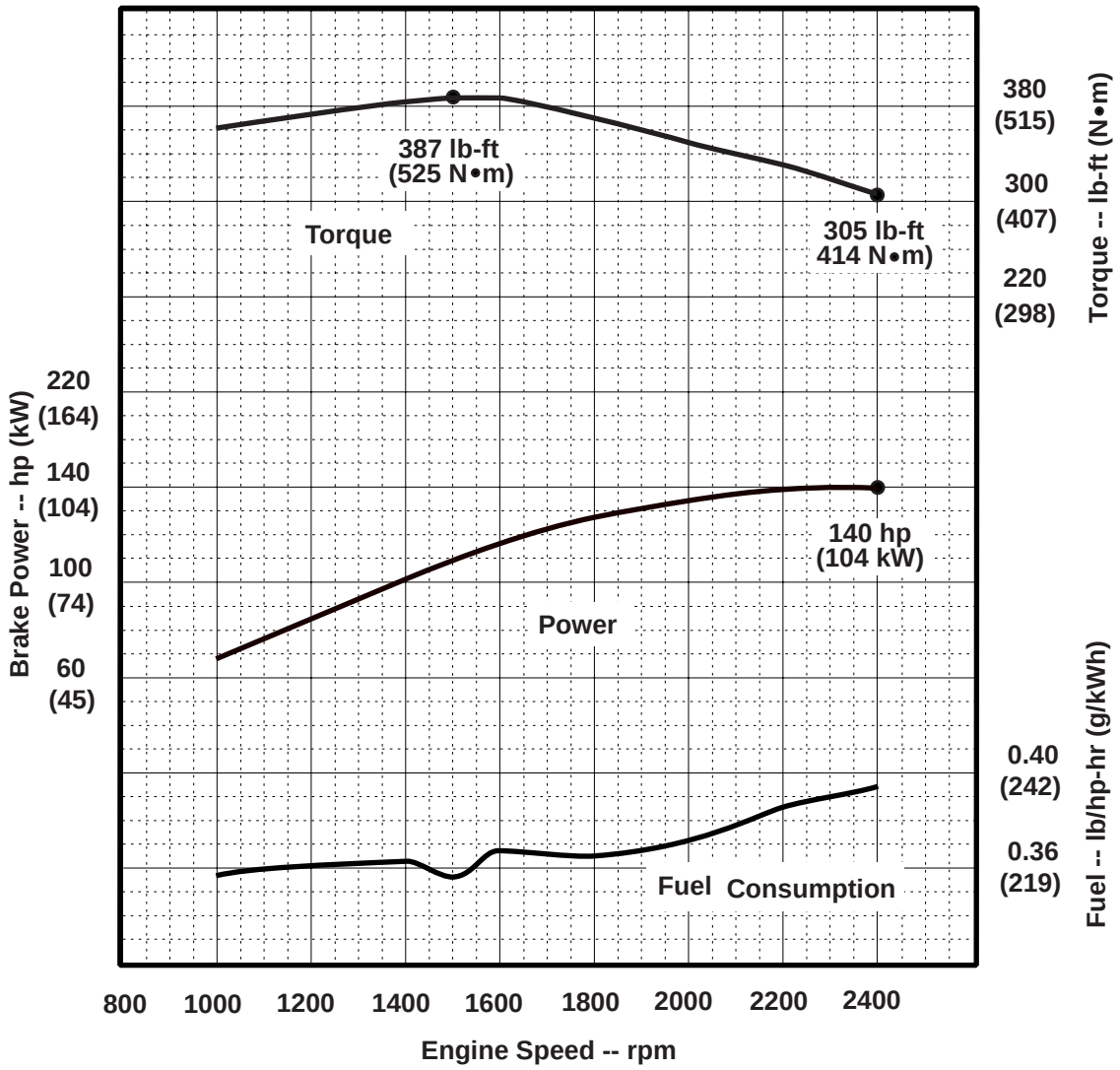
Length: 144 in; Width: 50 in;
Height: 84 in; Weight: 6500 lbs.

JOHN DEERE

ENGINE PERFORMANCE CURVE

Rating: Gross Power
Application: Industrial - Intermittent
Power Bulge - 0%
Torque Rise - 27%

PowerTech E™ 4.5 L Engine
Model: **4045HF285**
JD Electronic Control
140 hp @ 2400 rpm
104 kW @ 2400 rpm
[See Option Code Table]



STANDARD CONDITIONS

Air Intake Restriction ..... 12 in.H_2O (3 kPa)
Exhaust Back Pressure ..... 30 in.H_2O (7.5 kPa)

Gross power guaranteed within + or - 5% at SAE J1995 and ISO 3046 conditions:
- 77 °F (25 °C) air inlet temperature
- 29.31 in.Hg (99 kPa) barometer
- 104 °F (40 °C) fuel inlet temperature
- 0.853 fuel specific gravity @ 60 °F (15.5 °C)

Conversion factors:
- Power: kW = hp x 0.746
- Fuel: 1 gal = 7.1 lb, 1 L = 0.85 kg
- Torque: N•m = lb-ft x 1.356

All values are from currently available data and are subject to change without notice.

Notes:

Tier-3 Emission Certifications:	Certified by:
CARB; EPA; EU Ref: Engine Emission Label	Brian L. Carlson 23 OCT 06

* Revised Data
Curve: 4045HF285140_2400_0_27 ..... Sheet 1 of 2
October 2006

Engine Installation Criteria

General Data

Model	4045HF285
Number of Cylinders	4
Bore and Stroke--in. (mm)	4.19 (106) x 5.00 (127)
Displacement--in.^{3} (L)	275 (4.5)
Compression Ratio	19.0 : 1
Valves per Cylinder--Intake/Exhaust	1 / 1
Firing Order	1-3-4-2
Combustion System	Unit Injection
Engine Type	In-line, 4-Cycle
Aspiration	Turbocharged
Charge Air Cooling System	Air-to-Air
Engine Crankcase Vent System	Open

Physical Data

Length--in. (mm)	33.9 (860)
Width--in. (mm)	24.1 (612)
Height--in. (mm)	40.9 (1039)
Weight, dry--lb (kg)	1083 (491)
(Includes flywheel housing, flywheel & electrics)	
Center of Gravity Location (Estimated based on Tier 2)	
From Rear Face of Block(X-axis)--in.(mm)	9.8 (249)
Right of Crankshaft (Y-axis)--in. (mm)	2.2 (55)
Above Crankshaft (Z-axis)--in. (mm)	5.7 (145)
Maximum Allowable Static Bending Moment at Rear Face of Flywhl Hsg w/ 5-G Load--lb-ft (N•m)	600 (814)

Thrust Bearing Load Limit --lb (N)	Forward	Rearward
Intermittent	899 (4000)	450 (2000)
Continuous	495 (2200)	225 (1000)

Max. Front of Crank. Torsional Vibration--DDA	0.25

Electrical System

	12 Volt	24 Volt
Min. Battery Capacity (CCA)--amp	800	570
Max. Allow. Starting Circuit Resist.--Ohm	0.0012	0.002
Starter Rolling Current		
At 32 °F (0 °C)--amp	920	600
At -22 °F (-30 °C)--amp	1300	700
Min. Voltage at ECU during Cranking--volts	6	10
Maximum ECU Temperature--°F (°C)	221 (105)	
Maximum Harness Temperature--°F (°C)	248 (120)	

Air System

Maximum Allowable Temp Rise--Ambient Air to Engine Inlet--°F (°C)	15 (8)
Maximum Air Intake Restriction:	
Dirty Air Cleaner--in. H_2O (kPa)	25 (6.25)
Clean Air Cleaner--in. H_2O (kPa)	15 (3.75)
Engine Air Flow--ft^3/min (m^3/min)	373 (10.6)
Air Cleaner Efficiency--%	99.9

Charge Air Cooling System

Air/Air Exch'r. Heat Rej.–Btu/min(kW)	1440 (25.3)
Compressor Discharge Temp.(Rated @ 77 °F (25°C) Ambient Air--°F (°C)	362 (183)
Max. Pressure Drop, thru CAC--in.H_2O (kPa)	52 (13)
Min. Pressure Drop, thru CAC--in.H_2O (kPa)	0 (0)
Intake Manifold Pressure--psi (kPa)	26 (177)
Max CAC Out Temp @ 77°F (25°C) Amb.--°F (°C)	140(60)
Max CAC Out Temp @ any Ambient--°F (°C)	190 (88)
Min. CAC Out Temp--°F (°C)	118 (48)

Cooling System

Engine Heat Rejection--BTU/min (kW)	3153 (55.4)
Coolant Flow--gal/min (L/min)	59 (222)
Thermostat Start to Open--°F (°C)	180 (82)
Thermostat Fully Open--°F (°C)	203 (95)
Engine Coolant Capacity--qt (L)	9.0 (8.5)
Minimum Pressure Cap--psi (kPa)	14.5 (100)
Maximum Top Tank Temp--°F (°C)	230 (110)
Minimum Coolant Fill Rate--gal/min (L/min)	3 (11)
Minimum Air-to-Boil Temperature--°F (°C)	117 (47)
Minimum Pump Inlet Pressure--psi (kPa)	4.4 (30)
Max. Radiator System Restriction--in. H_2O (kPa)	80 (20)

Exhaust System

Exhaust Flow--ft^3/min (m^3/min)	885 (25)
Exhaust Temperature--°F (°C)	855 (457)
Max. Exhaust Restriction--in. H_2O (kPa)	30 (7.5)
Min. Exhaust Restriction--in. H_2O (kPa)	0 (0)
Max. Bend. Moment on Turbo Out.--lb-ft (N•m)	5.2 (7)
Max. Shear on Turbo Outlet--lb (kg)	24 (11)

Fuel System

ECU Description	L16 Controller
Fuel Injection Pump	Denso HP3
Governor Type	Electronic
Total Fuel Flow--lb/hr (kg/hr)	132 (60.0)
Fuel Consumption--lb/hr (kg/hr)	55 (25.0)
Max. Fuel Inlet Temperature--°F (°C)	176 (80)
Fuel Temp. Rise, Inlet to Return--°F (°C)	78.5 (44)
Max. Fuel Inlet Restriction--in. H_2O (kPa)	80 (20)
Max. Fuel Inlet Pressure--in. H_2O (kPa)	NA (NA)
Max. Fuel Return Pressure--in. H_2O (kPa)	80 (20)

Lubrication System

Oil Pressure at Rated Speed--psi (kPa)	58 (400)
Min. Allowed Oil Pressure--psi (kPa)	15 (105)
Max. Oil Carryover in Blow-by--lb/hr (g/hr)	0.002 (1.0)
Max. Airflow in Blow-by--gal/min (l/min)	26 (100)
Max. Crankcase Pressure--in. H_2O (kPa)	2 (0.5)

Performance Data

Rated Power--hp (kW)	140 (104)
Rated Speed--rpm	2400
Breakaway Speed--rpm	2470
Fast Idle Speed--rpm	2600
Peak Torque--lb-ft (N•m)	387 (525)
Peak Torque Speed--rpm	1500
Low Idle Speed--rpm	800
BMEP--psi (kPa)	168 (1155)
Friction Power @ Rated Speed--hp (kW)	30 (22)
Altitude Capability--ft (m)	10,000 (3050)
Ratio--Air : Fuel	29 : 1
Smoke @ Rated Speed--Bosch No.	<1
Noise--dB(A) @ 1 m	93.0
Power Bulge--%	0
Power Bulge Speed--rpm	NA
Torque Rise--%	27

Engine Speed rpm	Power hp (kW)	Torque lb-ft (N•m)	BSFC lb/hp-hr (g/kWh)
2400	140 (104)	305 (414)	0.393 (240)
2200	139 (104)	333 (451)	0.386 (235)
2000	134 (100)	351 (476)	0.372 (226)
1800	127 (94)	369 (500)	0.365 (222)
1600	118 (88)	387 (525)	0.368 (224)
1500	111 (82)	387 (525)	0.357 (218)
1400	102 (76)	382 (518)	0.362 (220)
1200	85 (63)	372 (504)	0.361 (220)
1000	69 (51)	361 (490)	0.358 (218)

All values at rated speed and power with standard options unless otherwise noted.

* Revised Data

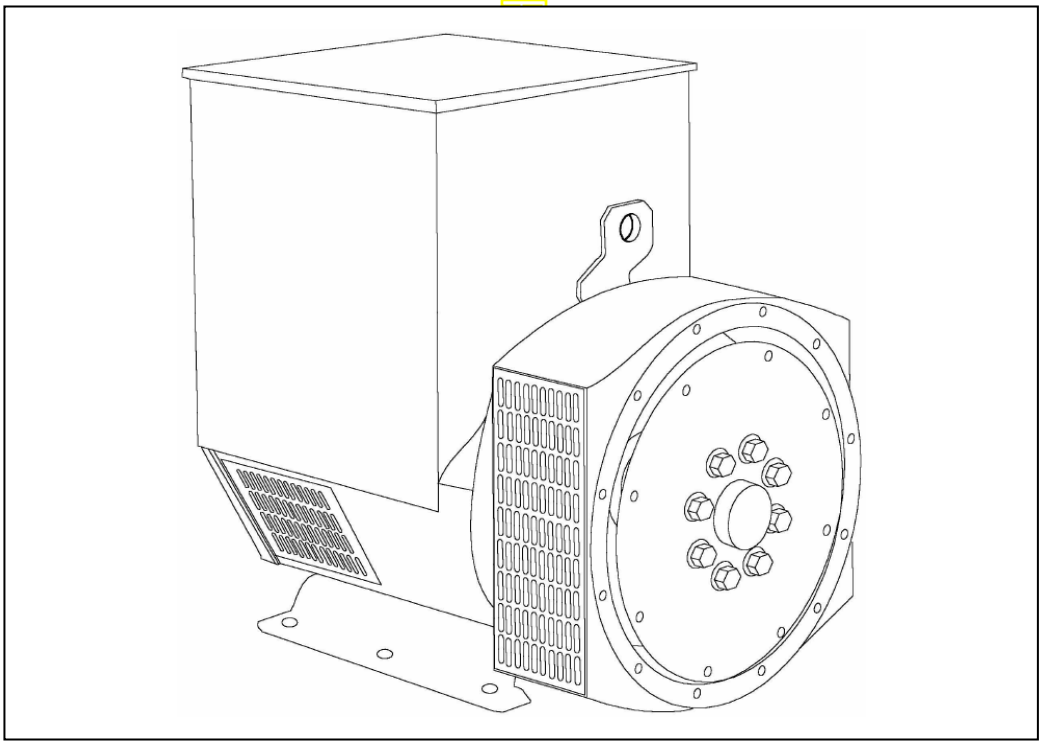
Curve: 4045HF285140_2400_0_27 ..... Sheet 2 of 2

October 2006

STAMFORD®

UCI224D - Winding 311

Technical Data Sheet



SPECIFICATIONS & OPTIONS

STANDARDS

Stamford industrial generators meet the requirements of BS EN 60034 and the relevant section of other international standards such as BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2-100, AS1359.
Other standards and certifications can be considered on request.

VOLTAGE REGULATORS

SX460 AVR - STANDARD

With this self excited control system the main stator supplies power via the Automatic Voltage Regulator (AVR) to the exciter stator. The high efficiency semiconductors of the AVR ensure positive build-up from initial low levels of residual voltage.
The exciter rotor output is fed to the main rotor through a three phase full wave bridge rectifier. This rectifier is protected by a surge suppressor against surges caused, for example, by short circuit.

AS440 AVR

With this self-excited system the main stator provides power via the AVR to the exciter stator. The high efficiency semi-conductors of the AVR ensure positive build-up from initial low levels of residual voltage.
The exciter rotor output is fed to the main rotor through a three-phase full-wave bridge rectifier. The rectifier is protected by a surge suppressor against surges caused, for example, by short circuit or out-of-phase paralleling.
The AS440 will support a range of electronic accessories, including a 'droop' Current Transformer (CT) to permit parallel operation with other ac generators.

MX341 AVR

This sophisticated AVR is incorporated into the Stamford Permanent Magnet Generator (PMG) control system.
The PMG provides power via the AVR to the main exciter, giving a source of constant excitation power independent of generator output. The main exciter output is then fed to the main rotor, through a full wave bridge, protected by a surge suppressor. The AVR has in-built protection against sustained over-excitation, caused by internal or external faults. This de-excites the machine after a minimum of 5 seconds.
An engine relief load acceptance feature can enable full load to be applied to the generator in a single step.
If three-phase sensing is required with the PMG system the MX321 AVR must be used.
We recommend three-phase sensing for applications with greatly unbalanced or highly non-linear loads.

MX321 AVR

The most sophisticated of all our AVRs combines all the features of the MX341 with, additionally, three-phase rms sensing, for improved regulation and performance.
Over voltage protection is built-in and short circuit current level adjustments is an optional facility.

APPROVED DOCUMENT

WINDINGS & ELECTRICAL PERFORMANCE

All generator stators are wound to 2/3 pitch. This eliminates triplen (3rd, 9th, 15th …) harmonics on the voltage waveform and is found to be the optimum design for trouble-free supply of non-linear loads. The 2/3 pitch design avoids excessive neutral currents sometimes seen with higher winding pitches, when in parallel with the mains. A fully connected damper winding reduces oscillations during paralleling. This winding, with the 2/3 pitch and carefully selected pole and tooth designs, ensures very low waveform distortion.

TERMINALS & TERMINAL BOX

Standard generators are 3-phase reconnectable with 12 ends brought out to the terminals, which are mounted on a cover at the non-drive end of the generator. A sheet steel terminal box contains the AVR and provides ample space for the customers' wiring and gland arrangements. It has removable panels for easy access.

SHAFT & KEYS

All generator rotors are dynamically balanced to better than BS6861:Part 1 Grade 2.5 for minimum vibration in operation.

INSULATION/IMPREGNATION

The insulation system is class 'H'.
All wound components are impregnated with materials and processes designed specifically to provide the high build required for static windings and the high mechanical strength required for rotating components.

QUALITY ASSURANCE

Generators are manufactured using production procedures having a quality assurance level to BS EN ISO 9001.

The stated voltage regulation may not be maintained in the presence of certain radio transmitted signals. Any change in performance will fall within the limits of Criteria 'B' of EN 61000-6-2:2001. At no time will the steady-state voltage regulation exceed 2%.

DE RATES

All values tabulated on page 8 are subject to the following reductions

5% when air inlet filters are fitted.
3% for every 500 metres by which the operating altitude exceeds 1000 metres above mean sea level.
3% for every 5°C by which the operational ambient temperature exceeds 40°C.
Note: Requirement for operating in an ambient exceeding 60°C must be referred to the factory.

NB Continuous development of our products entitles us to change specification details without notice, therefore they must not be regarded as binding.

Front cover drawing typical of product range.

WINDING 311

CONTROL SYSTEM	SEPARATELY EXCITED BY P.M.G.		
A.V.R.	MX321	MX341	
VOLTAGE REGULATION	± 0.5 %	± 1.0 %	With 4% ENGINE GOVERNING
SUSTAINED SHORT CIRCUIT	REFER TO SHORT CIRCUIT DECREMENT CURVES (page 7)		

CONTROL SYSTEM	SELF EXCITED		
A.V.R.	SX460	AS440	
VOLTAGE REGULATION	± 1.0 %	± 1.0 %	With 4% ENGINE GOVERNING
SUSTAINED SHORT CIRCUIT	SERIES 4 CONTROL DOES NOT SUSTAIN A SHORT CIRCUIT CURRENT		

INSULATION SYSTEM	CLASS H						
PROTECTION	IP23						
RATED POWER FACTOR	0.8						
STATOR WINDING	DOUBLE LAYER CONCENTRIC						
WINDING PITCH	TWO THIRDS						
WINDING LEADS	12						
STATOR WDG. RESISTANCE	0.129 Ohms PER PHASE AT 22°C SERIES STAR CONNECTED						
ROTOR WDG. RESISTANCE	0.64 Ohms at 22°C						
EXCITER STATOR RESISTANCE	21 Ohms at 22°C						
EXCITER ROTOR RESISTANCE	0.071 Ohms PER PHASE AT 22°C						
R.F.I. SUPPRESSION	BS EN 61000-6-2 & BS EN 61000-6-4,VDE 0875G, VDE 0875N. refer to factory for others						
WAVEFORM DISTORTION	NO LOAD < 1.5% NON-DISTORTING BALANCED LINEAR LOAD < 5.0%						
MAXIMUM OVERSPEED	2250 Rev/Min						
BEARING DRIVE END	BALL. 6312-2RS (ISO)						
BEARING NON-DRIVE END	BALL. 6309-2RS (ISO)						
	1 BEARING				2 BEARING		
WEIGHT COMP. GENERATOR	285 kg				290 kg		
WEIGHT WOUND STATOR	86 kg				86 kg		
WEIGHT WOUND ROTOR	86.28 kg				77.9 kg		
WR² INERTIA	0.4216 kgm²				0.4198 kgm²		
SHIPPING WEIGHTS in a crate	307 kg				311 kg		
PACKING CRATE SIZE	97 x 57 x 96(cm)				97 x 57 x 96(cm)		
	50 Hz				60 Hz		
TELEPHONE INTERFERENCE	THF<2%				TIF<50		
COOLING AIR	0.216 m³/sec 458 cfm				0.281 m³/sec 595 cfm		
VOLTAGE SERIES STAR	380/220	400/231	415/240	440/254	416/240	440/254	460/266	480/277
VOLTAGE PARALLEL STAR	190/110	200/115	208/120	220/127	208/120	220/127	230/133	240/138
VOLTAGE SERIES DELTA	220/110	230/115	240/120	254/127	240/120	254/127	266/133	277/138
kVA BASE RATING FOR REACTANCE VALUES	50	50	50	37.5	60	62.5	62.5	65
Xd DIR. AXIS SYNCHRONOUS	2.33	2.10	1.95	1.30	3.04	2.83	2.59	2.47
X'd DIR. AXIS TRANSIENT	0.18	0.16	0.15	0.10	0.22	0.20	0.19	0.18
X"d DIR. AXIS SUBTRANSIENT	0.12	0.11	0.10	0.07	0.15	0.14	0.13	0.12
Xq QUAD. AXIS REACTANCE	1.07	0.97	0.90	0.60	1.40	1.30	1.19	1.14
X"q QUAD. AXIS SUBTRANSIENT	0.14	0.13	0.12	0.08	0.14	0.13	0.12	0.11
X_L LEAKAGE REACTANCE	0.07	0.06	0.06	0.04	0.09	0.08	0.08	0.07
X_2 NEGATIVE SEQUENCE	0.13	0.12	0.11	0.07	0.14	0.13	0.12	0.11
X_0 ZERO SEQUENCE	0.08	0.08	0.07	0.05	0.09	0.08	0.08	0.07
REACTANCES ARE SATURATED	VALUES ARE PER UNIT AT RATING AND VOLTAGE INDICATED						
T'd TRANSIENT TIME CONST.	0.027 s						
T"d SUB-TRANSTIME CONST.	0.006 s						
T'do O.C. FIELD TIME CONST.	0.7 s						
Ta ARMATURE TIME CONST.	0.0055 s						
SHORT CIRCUIT RATIO	1/Xd						

APPROVED DOCUMENT

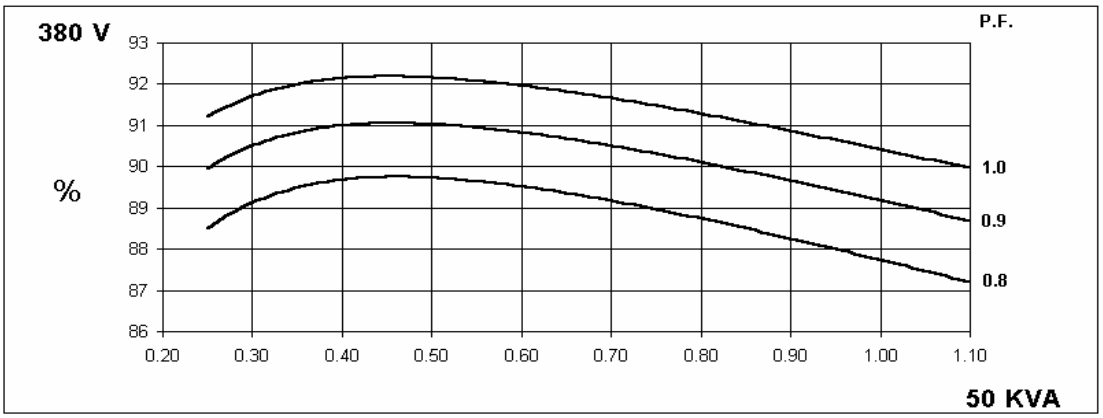
50 Hz

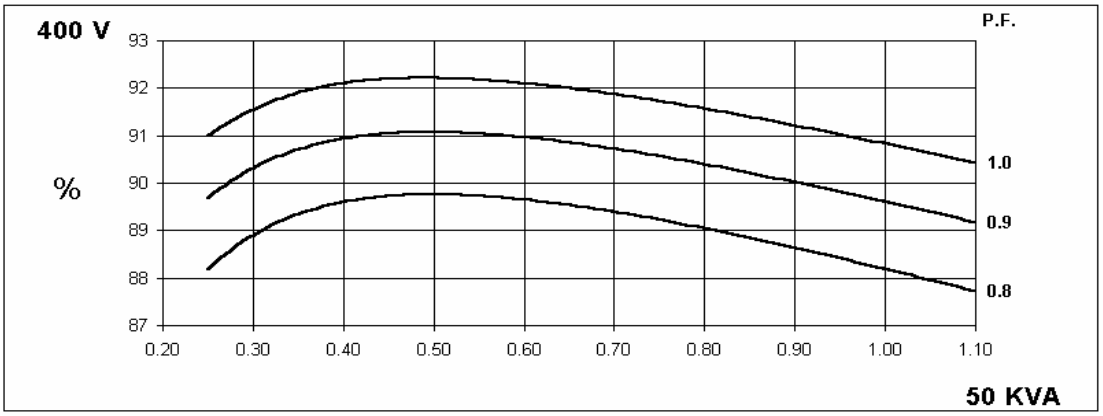
UCI224D

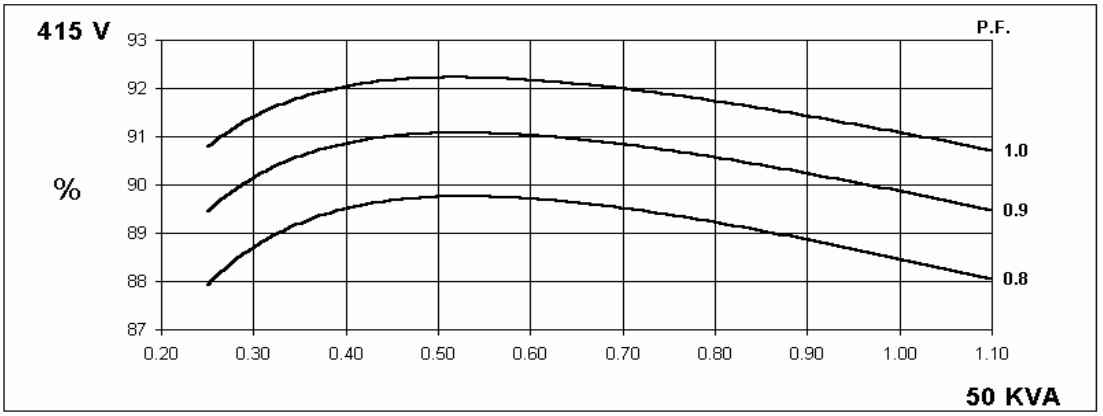
Winding 311

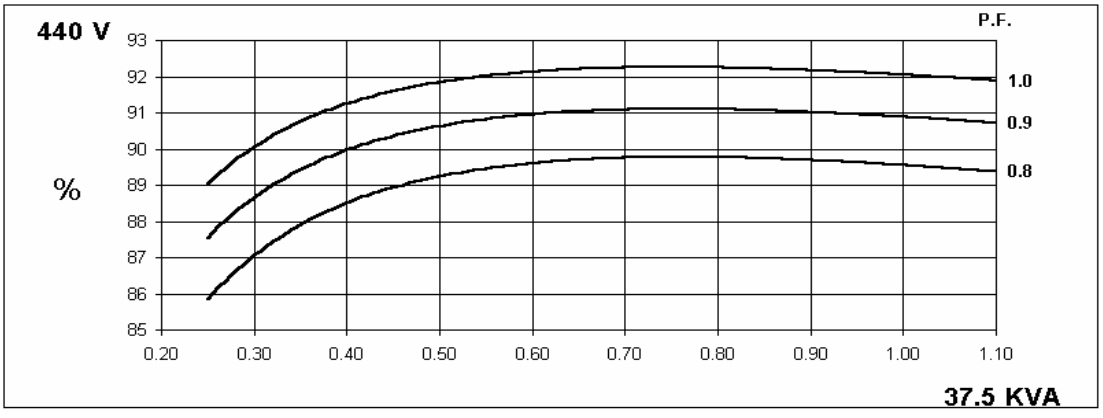
STAMFORD

THREE PHASE EFFICIENCY CURVES







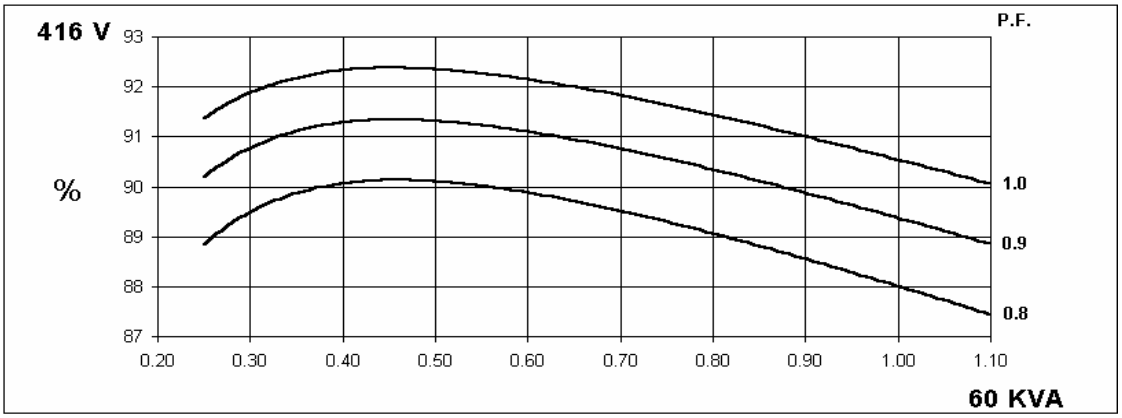


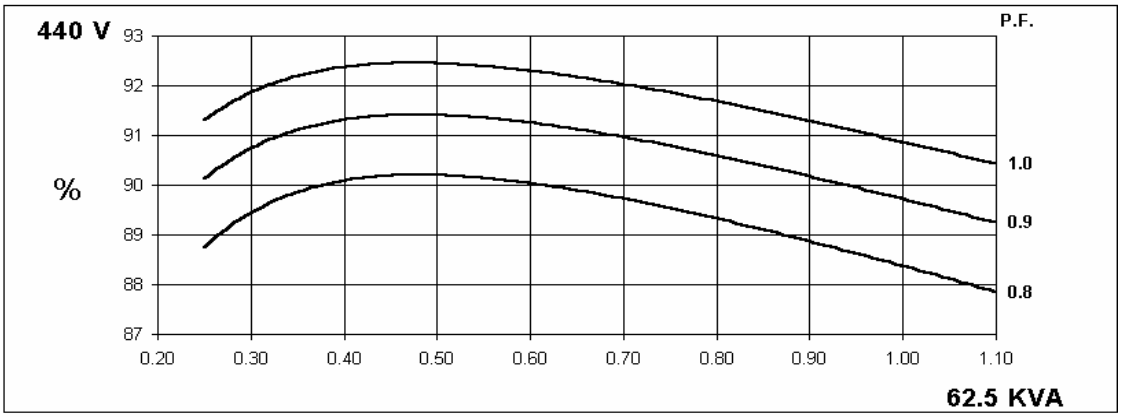
60 Hz

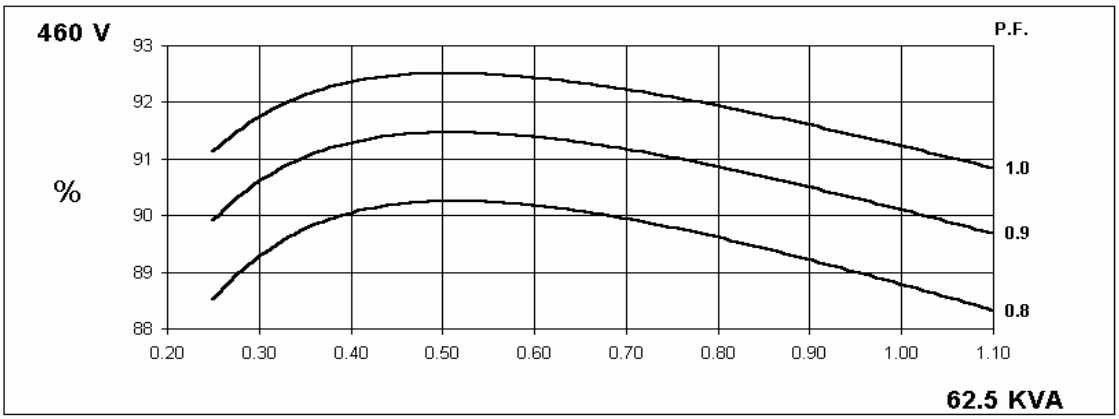
UCI224D

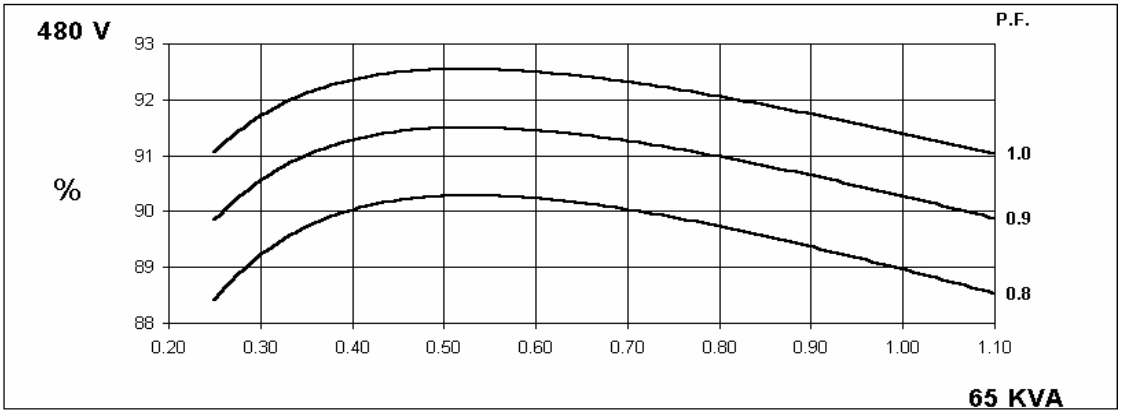
Winding 311

THREE PHASE EFFICIENCY CURVES









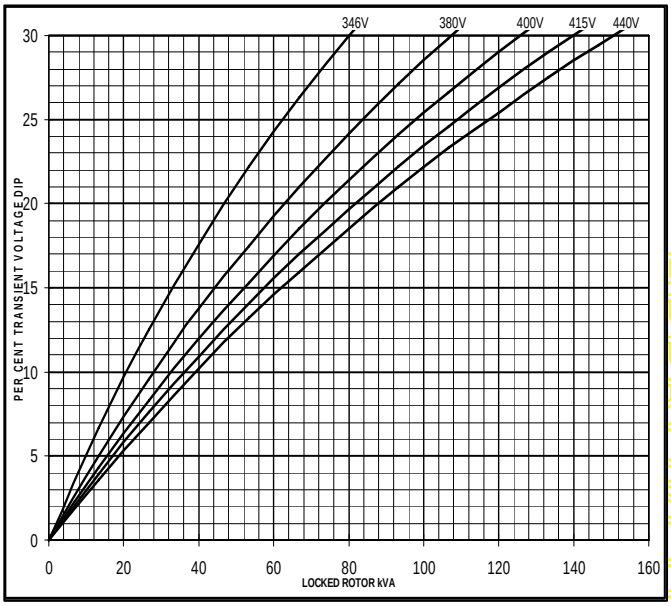
UCI224D

Winding 311

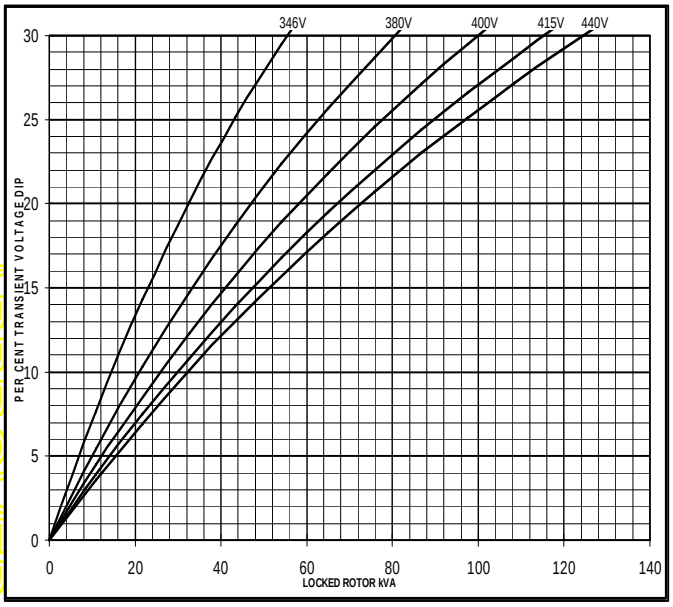
Locked Rotor Motor Starting Curve

50 Hz

MX

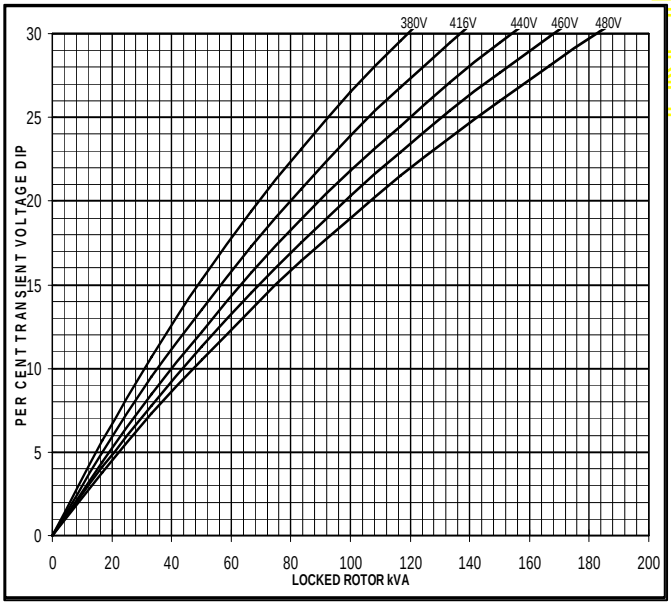


SX

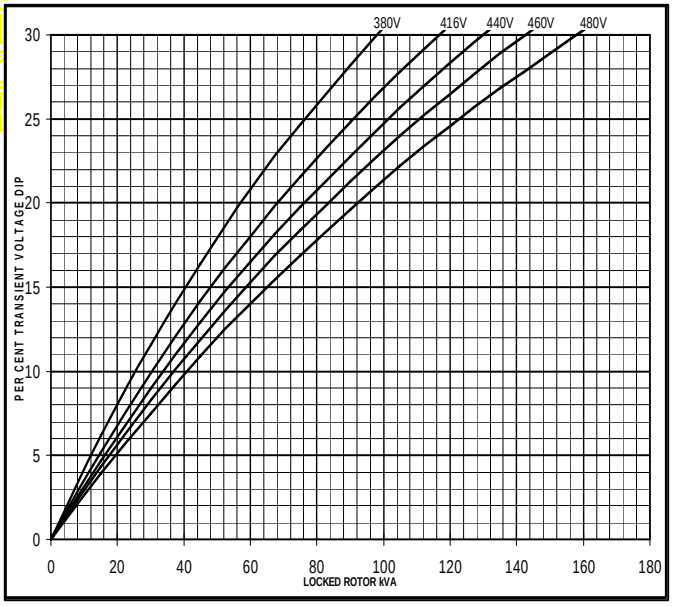


60 Hz

MX



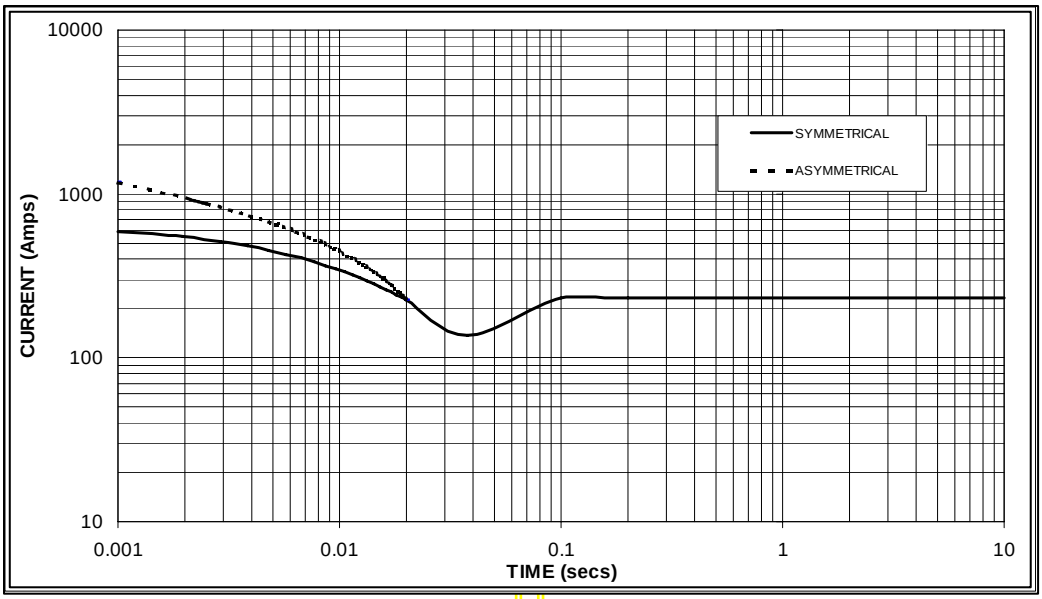
SX



APPROVED DOCUMENT

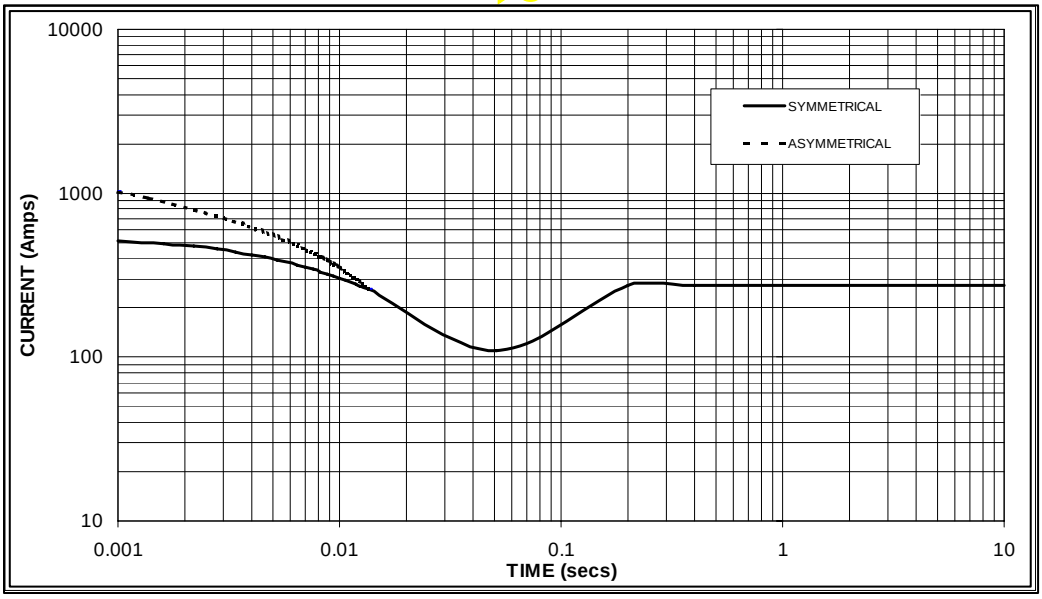
Three-phase Short Circuit Decrement Curve. No-load Excitation at Rated Speed Based on star (wye) connection.

50 Hz



Sustained Short Circuit = 230 Amps

60 Hz



Sustained Short Circuit = 275 Amps

Note 1

The following multiplication factors should be used to adjust the values from curve between time 0.001 seconds and the minimum current point in respect of nominal operating voltage :

50Hz		60Hz	
Voltage	Factor	Voltage	Factor
380v	X 1.00	416v	X 1.00
400v	X 1.07	440v	X 1.06
415v	X 1.12	460v	X 1.12
440v	X 1.18	480v	X 1.17

The sustained current value is constant irrespective of voltage level

Note 2

The following multiplication factor should be used to convert the values calculated in accordance with NOTE 1 to those applicable to the various types of short circuit :

	3-phase	2-phase L-L	1-phase L-N
Instantaneous	x 1.00	x 0.87	x 1.30
Minimum	x 1.00	x 1.80	x 3.20
Sustained	x 1.00	x 1.50	x 2.50
Max. sustained duration	10 sec.	5 sec.	2 sec.

All other times are unchanged

Note 3

Curves are drawn for Star (Wye) connected machines. For other connection the following multipliers should be applied to current values as shown :

Parallel Star = Curve current value X 2

Series Delta = Curve current value X 1.732

UCI224D

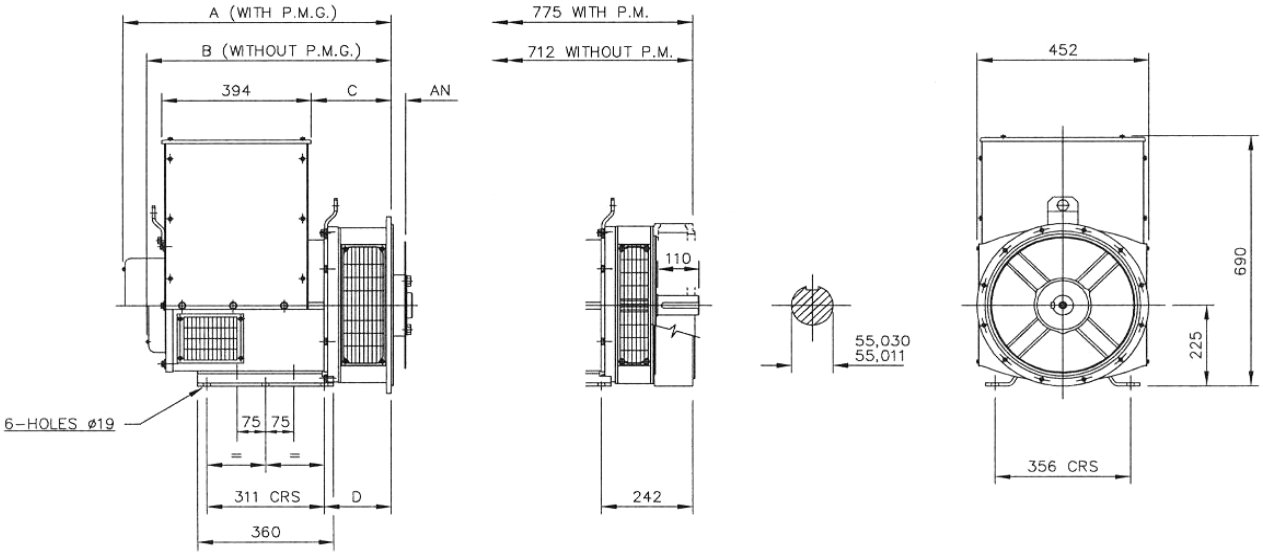
Winding 311 / 0.8 Power Factor

RATINGS

	Class - Temp Rise	Cont. F - 105/40°C				Cont. H - 125/40°C				Standby - 150/40°C				Standby - 163/27°C			
50 Hz	Series Star (V)	380	400	415	440	380	400	415	440	380	400	415	440	380	400	415	440
	Parallel Star (V)	190	200	208	220	190	200	208	220	190	200	208	220	190	200	208	220
	Series Delta (V)	220	230	240	254	220	230	240	254	220	230	240	254	220	230	240	254
	kVA	45.0	45.0	45.0	33.6	50.0	50.0	50.0	37.5	53.0	53.0	53.0	39.1	55.0	55.0	55.0	41.2
	kW	36.0	36.0	36.0	26.9	40.0	40.0	40.0	30.0	42.4	42.4	42.4	31.3	44.0	44.0	44.0	33.0
	Efficiency (%)	88.3	88.6	88.9	89.7	87.7	88.2	88.5	89.6	87.4	87.9	88.2	89.5	87.2	87.7	88.0	89.4
	kW Input	40.8	40.6	40.5	30.0	45.6	45.4	45.2	33.5	48.5	48.2	48.1	35.0	50.5	50.2	50.0	36.9
60 Hz	Series Star (V)	416	440	460	480	416	440	460	480	416	440	460	480	416	440	460	480
	Parallel Star (V)	208	220	230	240	208	220	230	240	208	220	230	240	208	220	230	240
	Delta (V)	240	254	266	277	240	254	266	277	240	254	266	277	240	254	266	277
	kVA	52.5	55.0	56.0	58.0	60.0	62.5	62.5	65.0	62.5	65.0	65.0	68.8	65.0	66.3	66.3	71.3
	kW	42.0	44.0	44.8	46.4	48.0	50.0	50.0	52.0	50.0	52.0	52.0	55.0	52.0	53.0	53.0	57.0
	Efficiency (%)	88.7	89.0	89.2	89.4	88.0	88.4	88.8	89.0	87.8	88.2	88.6	88.7	87.5	88.1	88.5	88.5
	kW Input	47.4	49.4	50.2	51.9	54.5	56.6	56.3	58.4	56.9	59.0	58.7	62.1	59.4	60.2	59.9	64.5

APPROVED DO

DIMENSIONS



SINGLE BEARING MACHINES ONLY						
ADAPTOR	A	B	C	D	COUPLING DISCS	AN
SAE 1	724,3	661,3	224,3	191,3	SAE 8	61,90
SAE 2	710	647	210	177	SAE 10	53,98
SAE 3	710	647	210	177	SAE 11,5	39,68
SAE 4	710	647	210	177	SAE 14	25,40

APPROVED DOCUMENT

STAMFORD

Head Office Address:
Barnack Road, Stamford
Lincolnshire, PE9 2NB
United Kingdom
Tel: +44 (0) 1780 484000
Fax: +44 (0) 1780 484100

www.cumminsgeneratortechnologies.com

Copyright 2010, Cummins Generator Technologies Ltd, All Rights Reserved
Stamford and AvK are registered trade marks of Cummins Generator Technologies Ltd
Cummins and the Cummins logo are registered trade marks of Cummins Inc.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each of the respective Resolutions to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

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 sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour 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. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel. As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These Representatives are well connected within the tourism industry of their 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, restaurants and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village as well as in-market activations which result in awareness and drive tourism demand and interest in visiting Bal Harbour Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

Resort Tax Committee

Financial Information:

	Amount	Vendor	Account #
(1)	$40,000	Argentina / Chile / Uruguay - Carmen Florio / D*LX REP	10-52-504860
(2)	$40,000	Brazil Public Relations - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	$36,000	Brazil Sales – Marcia Chiota / ON REQUEST	10-52-504862
(4)	$57,000	U.S. / Canada Sales- Suzanne Corbo	10-52-504865
(5)	$60,000	U.S. Public Relations - Purple PR	10-52-504866

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

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 FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW EACH AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I recommend approval of each of these Resolutions and the associated Professional Services Agreements for an initial one-year term, with the option to renew for up to two additional one-year terms.

BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of Bal Harbour as a travel destination, including promoting Bal Harbour's hotel and restaurant offerings, and increasing Bal Harbour's brand 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 Bal Harbour 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 hotels and restaurants. To assist with these efforts, the Village contracts with vendors in key markets throughout the world 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. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel.

In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area continue to have the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with a 16.2% increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area also continues to have the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne and with a 17.3% increase from the previous year.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. Taking into consideration the concern raised in the past about the contracting of these representatives with no mechanism to fully capture the full impact of the individual representative's efforts, EY recommended 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 in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally 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, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village contracted with the vendor Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for the Village. After an initial review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. Our Tourism staff worked with the Tourism Economics engineering team to resolve these ongoing issues, but unfortunately, a successful result was not achieved and continues to work with EY to identify alternate methods of data collection. This delay should not prevent the Village from continuing to focus on our tourism strategic plan and contracting with the various representatives for FY 2026-27 as to not disrupt our ongoing tourism efforts summarized below:

<u>Sales, Marketing and Public Relations Professionals</u>

To promote Bal Harbour Village as a tourism destination, the Village contracts with several 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 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.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France, with an expected focus on Spain next fiscal year as well. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

Argentina / Chile / Uruguay

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, Chile, & Uruguay Sales & Marketing	Carmen Florio / D*LX REP	$40,000

Brazil

The Brazil market is the largest which comes to both the South Florida area and to Bal Harbour Village, therefore, we have traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing, given that both services are important to assist with our tourism strategy in the Brazilian market.

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 in FY 2025/26 the Village re-engage her services.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	$36,000

Mexico

The Village contracted with Another Company since 2019 for services in Mexico but we are opting not to renew the agreement with them and instead to partner with the GMCVB's public relations and sales teams dedicated to the Mexico market to explore alternate strategies in this market, using funds allocated to the GMCVB in the Resort Tax budget.

United States / Canada

The domestic market in the United States remains the most important and largest visitor base to Bal Harbour Village. Suzanne Corbo has been the Sales and Marketing Representative for the U.S. as well as for the Canada market, since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada - Sales	Suzanne Corbo	$57,000

In addition, last fiscal year, the Village contracted with Purple PR for domestic public relations services both locally and in the U.S. Market.

Market	Representative	Annual Fee
U.S. – Public Relations	Purple PR	$60,000

Purple PR has demonstrated an alignment with the Village's luxury brand identity and strategic communications needs this past year and there are several ongoing engagements that we plan to carry forward into FY 2026-27. Purple PR is a globally recognized communications agency specializing in luxury brands, culture, and innovation, with offices in London, New York, Miami, Los Angeles, and Hong Kong. Founded in 1997, the firm has developed a reputation as one of the most influential communications agencies in the luxury, lifestyle, fashion, hospitality, and premium destination sectors. Their global network and Miami-based presence allow them to continue to promote Bal Harbour Village using an integrated model that combines local knowledge with international reach. Purple PR's services include public relations, media outreach, digital and social media strategy, creative content development, brand strategy, VIP and influencer engagement, talent partnerships, and event-driven activations and communications. Their expertise spans art, design, culture, hospitality, high-end retail, property and placemaking, and large-scale events, areas that directly overlap with Bal Harbour's Resort Tax industries and the Village's image as a premier luxury destination.

In addition, Purple PR's London office and established United Kingdom presence also offers a strategic advantage for Bal Harbour. The UK remains one of the Village's highest-value international visitor markets, and strengthening visibility in this region continues to be a priority in our tourism efforts. A firm with an on-the-ground UK team, strong luxury-sector media relationships, and active cultural work in London enhances the Village's ability to reach high-net-worth travelers, global consumers, and strategic partners. This international footprint supports the Village's long-term goals for visitor growth, cultural relevance, and global brand elevation in the U.K. market.

The Professional Services Agreements, as well as the individual Resolutions for each of the vendors referenced in the Memorandum, 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

These professionals provide 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 and help our Tourism Department achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina, Uruguay, Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement
5. U.S. - Purple PR Professional Services Agreement

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE CORBO FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES AND MARKETING 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 recommend renewal of the agreement with this vendor in the amount of $57,000 annually; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this Professional Services Agreement for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms.

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 Professional Services Agreement for Corbo for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms, in the amount of $57,000 annually, is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provision 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 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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 _____, 2026 (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 the services set forth in the 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, 2026 and concluding September 30, 2027 (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 the 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 threating to use physical force against any person;
2. Restraining, isolating, or confining or threating 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 threating 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 & 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 Consulting, Inc
14 Schweinberg Drive
Roseland, NJ 07068

By: _____
Suzanne Corbo

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

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Village Clerk

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

By:_____
Village Attorney

EXHIBIT "A"

SCOPE OF SERVICES. Consultant shall provide the services set forth in the Scope of Services incorporated herein and attached hereto as Exhibit "A."

Tourism Market Representative
Scope of Services for Sales and Marketing

Representative Market: United States and Canada
Consultant: Suzanne Corbo
Agreement Term: October 1, 2026 – September 30, 2027

1. PURPOSE

Bal Harbour Village (the "Village") engages experienced in-market tourism representatives to strengthen awareness, reputation, and demand for Bal Harbour as a luxury tourism destination. The Consultant shall serve as the Village's tourism sales and marketing representative in the Representative Market and shall work with Village staff, the Resort Tax Committee, hotels, restaurants, and other tourism stakeholders to implement the Village's tourism strategy.

The Consultant shall perform the services described herein in accordance with the approved annual Sales and Marketing Plan, the Agreement, the Village's brand standards and direction, and the approved budget. Activities or expenditures outside the approved plan or budget shall require the Village's prior written approval.

The Consultant shall represent the interests of the Village and promote Bal Harbour as a premier luxury destination, with an emphasis on generating qualified leisure, group, and travel trade business; increasing awareness among key travel professionals and partners; supporting Village tourism stakeholders; and identifying opportunities that may generate measurable visitation and economic impact for Bal Harbour.

2. ANNUAL SALES AND MARKETING PLAN

The Consultant shall develop and submit for Village approval a comprehensive annual Sales and Marketing Plan for the United States and Canada at the beginning of each Agreement period.

The plan shall take into consideration the Village's existing and planned hotel inventory, restaurants, tourism assets, capital improvements, destination programming, and other developments relevant to the promotion of Bal Harbour and include:.

1. Identify priority geographic markets, feeder cities, travel trade segments, and target audiences within the Representative Market.

2. Establish annual objectives, strategies, tactics, and measurable performance indicators.
3. Identify proposed sales missions, trade shows, industry events, familiarization ("FAM") trips, client events, presentations, and other promotional activities.
4. Identify opportunities for partnerships with tour operators, travel agencies, consortia, airlines, transportation providers, incentive houses, meeting and event planners, and other travel-oriented businesses.
5. Include an annual activity calendar and proposed allocation of the approved program and reimbursable expense budget.
6. Identify opportunities to support the Village's hotels, restaurants, and other tourism stakeholders.
7. Include strategies for promoting new, renovated, or expanded tourism assets and other significant Village developments.

The Consultant shall review the plan with Village staff throughout the Agreement term and recommend modifications when market conditions, travel trends, stakeholder needs, or other circumstances warrant adjustments. Any material change to the approved plan or budget shall require prior written approval from the Village.

3. SALES REPRESENTATION AND BUSINESS DEVELOPMENT

The Consultant shall act as the Village's sales representative within the Representative Market and shall proactively promote Bal Harbour and its tourism stakeholders to qualified travel trade partners. Services shall include:

Destination and Hotel Sales

Proactively sell and promote Bal Harbour Village and its participating tourism properties, including, as applicable:

- The Ritz-Carlton Bal Harbour, including its planned renovation and anticipated reopening in early 2027;
- The Sea View Hotel;
- The St. Regis Bal Harbour Resort;
- Beach Haus Bal Harbour;
- Village restaurants; and
- Other Village tourism businesses, amenities, attractions, and assets designated by the Village.

Collectively, participating hotels may be referred to as the "Properties."

Sales efforts shall target tour operators, travel agencies, luxury travel advisors, travel consortia, incentive houses, meeting and event professionals, and other travel-

oriented business entities with demonstrated or potential ability to generate business for Bal Harbour.

Hotel-related sales efforts shall emphasize room-night production, qualified leads, special packages, promotions, new or renovated products, and other opportunities identified by the Properties and Village.

Sales Calls and Presentations

Conduct ongoing sales calls, meetings, presentations, training sessions, and other business development activities with priority travel trade accounts and partners.

The Consultant shall travel, as appropriate and as provided in the approved annual plan and budget, to key feeder cities within the Representative Market to conduct sales calls and presentations to top-producing and high-potential clients and contacts.

Property Sales Support

Provide sales support and destination promotion assistance to the Properties and other Village tourism stakeholders within the Representative Market.

Such support may include introductions to qualified accounts, sales appointments, product presentations, market intelligence, partnership opportunities, lead generation, and coordination of joint sales activities.

4. TRAVEL TRADE RELATIONSHIPS AND PARTNERSHIPS

The Consultant shall maintain and expand relationships with travel trade organizations and partners capable of generating visitation to Bal Harbour. The Consultant shall seek opportunities to:

1. Secure or negotiate inclusion of Bal Harbour, the Properties, and Village tourism offerings in tour operator programs, travel trade catalogs, brochures, newsletters, websites, booking platforms, social media, and other third-party promotional channels.
2. Develop cooperative marketing and sales opportunities with tour operators, travel agencies, travel advisor networks, airlines, transportation companies, consortia, and other appropriate partners.
3. Provide travel trade partners with current destination information, imagery, sales materials, offers, and other Village-approved promotional resources.
4. Educate travel professionals regarding Bal Harbour's accommodations, restaurants, retail, cultural offerings, amenities, destination experiences, and other tourism assets.

5. Identify emerging accounts, distribution channels, travel trends, and partnership opportunities relevant to Bal Harbour.

Any partnership involving Village funding, financial commitments, complimentary services, contractual obligations, or use of Village intellectual property beyond previously approved uses shall require prior written approval from the Village.

5. FAMILIARIZATION TRIPS

The Consultant shall organize and coordinate group and individual travel trade familiarization trips to Bal Harbour as provided in the approved annual Sales and Marketing Plan and budget. Services may include:

1. Identification, qualification, and invitation of appropriate travel advisors, tour operators, media partners when applicable, and other travel trade participants.
2. Coordination with airlines, transportation providers, hotels, restaurants, and other participating partners.
3. Assistance with itinerary and program development.
4. Coordination with Village staff and participating tourism stakeholders.
5. Participant communications and logistical coordination.
6. Chaperoning or hosting groups when requested or approved by the Village.
7. Post-trip follow-up designed to convert participation into bookings, destination exposure, new programming, or other measurable business opportunities.

All FAM trips shall be conducted in accordance with the approved annual plan and designated FAM trip budget. Material commitments or expenses not included in the approved plan shall require prior written approval from the Village.

6. TRADE SHOWS, SALES MISSIONS, AND PROMOTIONAL EVENTS

The Consultant shall represent and promote the Village and Properties through participation in Village-approved trade shows, sales missions, workshops, roadshows, networking programs, and other travel industry events within the Representative Market. The Consultant shall also organize and coordinate smaller local sales and promotional events as approved by the Village, which may include:

- Client lunches or dinners;
- Travel advisor presentations;
- Product training sessions;
- Destination showcases;
- Sales receptions;
- Trade fairs and workshops; and
- Other targeted travel trade activities.

For significant activities, the Consultant shall provide the Village with an activity proposal identifying the purpose, target audience, anticipated participation, estimated cost, participating partners, and expected results.

Following an event or sales mission, the Consultant shall document key contacts, leads, follow-up actions, and results through the applicable activity report.

7. MARKET INTELLIGENCE AND ADVISORY SERVICES

The Consultant shall serve as an in-market resource to the Village and provide timely information regarding conditions affecting travel from the Representative Market. The Consultant shall advise the Village regarding, as applicable:

1. Travel trends and changes in consumer demand.
2. Airline service, airlift, connectivity, and transportation developments.
3. Tour operator and travel agency activity.
4. Competitive destinations and destination marketing activity.
5. Booking patterns, travel windows, and seasonality.
6. Luxury travel trends and traveler preferences.
7. Significant economic, regulatory, industry, or other developments that may affect travel to Bal Harbour and South Florida.
8. Opportunities or challenges requiring Village attention.

Material market developments that may significantly affect Bal Harbour tourism should be communicated to the Village promptly and should not be deferred until the next scheduled report.

8. COORDINATION AND STATUS MEETINGS

The Consultant shall participate in regular status conference calls or virtual meetings with Village staff, generally two (2) times per month, unless otherwise directed by the Village. Meetings shall address, as applicable:

- Progress against the approved annual plan;
- Recent and upcoming sales activities;
- Sales leads and opportunities;
- Travel trade developments;
- FAM trips;
- Trade shows and promotional events;
- Stakeholder requests;
- Market intelligence;
- Budget status;
- Performance measures; and
- Development and execution of upcoming action items.

The Consultant shall maintain regular communication with the Village between scheduled meetings as necessary to address time-sensitive opportunities or issues.

9. REPORTING

The Consultant shall prepare and submit reports documenting activities, results, market developments, expenditures, and progress toward the objectives established in the approved annual Sales and Marketing Plan. Reports shall be submitted f the following month and shall include, at a minimum:

- Executive summary of activity for the reporting period;
- Sales calls, appointments, presentations, and training conducted;
- Key accounts contacted;
- Qualified sales leads and business opportunities generated;
- Trade shows, sales missions, events, and other activities completed;
- Travel trade partnerships and promotional placements secured or under development;
- FAM trip activity;
- Property and stakeholder support provided;
- Relevant market intelligence;
- Upcoming activities and priorities;
- Status of follow-up actions;
- Performance against established goals and key performance indicators; and
- Program and reimbursable expense budget status.

Annual Report

At the conclusion of each Agreement period, the Consultant shall submit a comprehensive annual report summarizing activities and results for the full year. The annual report shall include, at a minimum:

- Performance against annual goals and key performance indicators;
- Summary of sales activity;
- Significant leads, bookings, partnerships, and opportunities generated;
- Trade show and event results;
- FAM trip results;
- Promotional and travel trade placements;
- Market trends and intelligence;
- Support provided to Village tourism stakeholders;
- Final program and reimbursable expense budget status;
- Assessment of the effectiveness of major activities; and
- Recommendations and priorities for the subsequent Agreement period.

10. PERFORMANCE MEASURES

The Consultant shall work with the Village to establish appropriate annual performance measures as part of the approved Sales and Marketing Plan. Performance measures may include, but are not limited to:

- Number of qualified sales calls and appointments;
- Number of travel trade presentations and training sessions;
- Number of travel professionals reached or trained;
- Number and quality of qualified leads generated;
- Number of new or expanded travel trade partnerships;
- Bal Harbour placements in tour operator or travel trade programs;
- Participation and results from trade shows and sales missions;
- FAM trip participation and resulting business opportunities;
- Cooperative sales and marketing opportunities secured;
- Hotel room-night opportunities or bookings attributable to sales activity, when reasonably trackable;
- Stakeholder participation and engagement; and
- Other measurable outcomes agreed upon by the Village and Consultant.

Performance measures shall be used to evaluate the effectiveness of the program and inform future planning. Unless expressly stated otherwise in the Agreement, performance measures are intended to measure and evaluate the Consultant's activities and effectiveness and do not constitute guarantees of specific booking, visitation, or revenue results.

11. PROGRAM AND REIMBURSABLE EXPENSE BUDGET

The Consultant shall manage activities within the Village-approved annual program and reimbursable expense budget. Reimbursable expenditures may include Village-approved travel, trade show participation, client events, FAM trip expenses, promotional activities, transportation, and other expenses specifically authorized under the Agreement and approved annual plan. The Consultant shall:

1. Obtain prior written approval for expenditures when required by the Agreement or Village procedures.
2. Maintain adequate documentation and receipts for reimbursable expenses.
3. Submit reimbursement requests in the form and manner required by the Village.
4. Monitor expenditures against the approved budget and promptly advise the Village of anticipated variances.
5. Not exceed the approved program and reimbursable expense budget without prior written authorization from the Village.

Unused budget amounts shall not be reallocated among activities or carried forward without Village approval.

12. VILLAGE DIRECTION AND BRAND STANDARDS

All services shall be performed under the general direction of the Village's designated representative.

The Consultant shall use only Village-approved branding, destination messaging, photography, logos, promotional materials, and other creative assets when representing Bal Harbour.

The Consultant shall accurately represent the Village, its tourism stakeholders, and participating Properties and shall coordinate with Village staff when clarification or approval of destination messaging is required.

The Consultant shall not issue statements on behalf of the Village, enter into agreements or financial commitments on behalf of the Village, or otherwise represent that it has authority to legally bind the Village unless specifically authorized in writing.

13. STAKEHOLDER COORDINATION

The Consultant shall maintain productive working relationships with the Village's tourism stakeholders and facilitate communication and opportunities between stakeholders and travel trade partners within the Representative Market.

The Consultant shall provide equitable destination-level representation consistent with Village direction and shall coordinate stakeholder participation in sales missions, trade shows, FAM trips, presentations, and other approved activities when appropriate.

14. DELIVERABLES AND GENERAL EXPECTATIONS

At a minimum, the Consultant shall provide the following deliverables during each Agreement period:

1. Annual Sales and Marketing Plan and budget.
2. Participation in twice-monthly Village status meetings.
3. Ongoing sales representation and business development.
4. Travel trade account development and relationship management.
5. Property and stakeholder sales support.
6. Village-approved sales missions, trade shows, and promotional events.
7. Village-approved FAM trip planning and coordination.
8. Ongoing market intelligence and strategic recommendations.

9. Monthly activity reports.
10. Mid-year performance report.
11. Annual performance report.
12. Budget and reimbursable expense documentation.
13. Other related sales and marketing services identified in the approved annual plan or mutually agreed upon in writing by the Village and Consultant.

The specific mix and frequency of activities may vary by Representative Market based upon market conditions, available budget, Village priorities, and the approved annual Sales and Marketing Plan.

15. VILLAGE APPROVAL

The Consultant acknowledges that the annual Sales and Marketing Plan establishes the framework for activities under this Scope of Services. The Village reserves the right to approve, modify, postpone, substitute, or discontinue proposed activities based upon budget availability, market conditions, tourism priorities, stakeholder needs, or other considerations.

No material expenditure, event, partnership, sponsorship, travel commitment, or activity outside the approved annual plan and budget shall be undertaken at Village expense without the Village's prior written approval.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each of the respective Resolutions to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

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 sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour 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. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel. As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These Representatives are well connected within the tourism industry of their 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, restaurants and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village as well as in-market activations which result in awareness and drive tourism demand and interest in visiting Bal Harbour Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

Resort Tax Committee

Financial Information:

	Amount	Vendor	Account #
(1)	$40,000	Argentina / Chile / Uruguay - Carmen Florio / D*LX REP	10-52-504860
(2)	$40,000	Brazil Public Relations - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	$36,000	Brazil Sales – Marcia Chiota / ON REQUEST	10-52-504862
(4)	$57,000	U.S. / Canada Sales- Suzanne Corbo	10-52-504865
(5)	$60,000	U.S. Public Relations - Purple PR	10-52-504866

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

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 FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW EACH AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I recommend approval of each of these Resolutions and the associated Professional Services Agreements for an initial one-year term, with the option to renew for up to two additional one-year terms.

BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of Bal Harbour as a travel destination, including promoting Bal Harbour's hotel and restaurant offerings, and increasing Bal Harbour's brand 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 Bal Harbour 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 hotels and restaurants. To assist with these efforts, the Village contracts with vendors in key markets throughout the world 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. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel.

In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area continue to have the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with a 16.2% increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area also continues to have the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne and with a 17.3% increase from the previous year.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. Taking into consideration the concern raised in the past about the contracting of these representatives with no mechanism to fully capture the full impact of the individual representative's efforts, EY recommended 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 in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally 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, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village contracted with the vendor Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for the Village. After an initial review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. Our Tourism staff worked with the Tourism Economics engineering team to resolve these ongoing issues, but unfortunately, a successful result was not achieved and continues to work with EY to identify alternate methods of data collection. This delay should not prevent the Village from continuing to focus on our tourism strategic plan and contracting with the various representatives for FY 2026-27 as to not disrupt our ongoing tourism efforts summarized below:

<u>Sales, Marketing and Public Relations Professionals</u>

To promote Bal Harbour Village as a tourism destination, the Village contracts with several 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 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.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France, with an expected focus on Spain next fiscal year as well. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

Argentina / Chile / Uruguay

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, Chile, & Uruguay Sales & Marketing	Carmen Florio / D*LX REP	$40,000

Brazil

The Brazil market is the largest which comes to both the South Florida area and to Bal Harbour Village, therefore, we have traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing, given that both services are important to assist with our tourism strategy in the Brazilian market.

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 in FY 2025/26 the Village re-engage her services.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	$36,000

Mexico

The Village contracted with Another Company since 2019 for services in Mexico but we are opting not to renew the agreement with them and instead to partner with the GMCVB's public relations and sales teams dedicated to the Mexico market to explore alternate strategies in this market, using funds allocated to the GMCVB in the Resort Tax budget.

United States / Canada

The domestic market in the United States remains the most important and largest visitor base to Bal Harbour Village. Suzanne Corbo has been the Sales and Marketing Representative for the U.S. as well as for the Canada market, since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada - Sales	Suzanne Corbo	$57,000

In addition, last fiscal year, the Village contracted with Purple PR for domestic public relations services both locally and in the U.S. Market.

Market	Representative	Annual Fee
U.S. – Public Relations	Purple PR	$60,000

Purple PR has demonstrated an alignment with the Village's luxury brand identity and strategic communications needs this past year and there are several ongoing engagements that we plan to carry forward into FY 2026-27. Purple PR is a globally recognized communications agency specializing in luxury brands, culture, and innovation, with offices in London, New York, Miami, Los Angeles, and Hong Kong. Founded in 1997, the firm has developed a reputation as one of the most influential communications agencies in the luxury, lifestyle, fashion, hospitality, and premium destination sectors. Their global network and Miami-based presence allow them to continue to promote Bal Harbour Village using an integrated model that combines local knowledge with international reach. Purple PR's services include public relations, media outreach, digital and social media strategy, creative content development, brand strategy, VIP and influencer engagement, talent partnerships, and event-driven activations and communications. Their expertise spans art, design, culture, hospitality, high-end retail, property and placemaking, and large-scale events, areas that directly overlap with Bal Harbour's Resort Tax industries and the Village's image as a premier luxury destination.

In addition, Purple PR's London office and established United Kingdom presence also offers a strategic advantage for Bal Harbour. The UK remains one of the Village's highest-value international visitor markets, and strengthening visibility in this region continues to be a priority in our tourism efforts. A firm with an on-the-ground UK team, strong luxury-sector media relationships, and active cultural work in London enhances the Village's ability to reach high-net-worth travelers, global consumers, and strategic partners. This international footprint supports the Village's long-term goals for visitor growth, cultural relevance, and global brand elevation in the U.K. market.

The Professional Services Agreements, as well as the individual Resolutions for each of the vendors referenced in the Memorandum, 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

These professionals provide 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 and help our Tourism Department achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina, Uruguay, Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement
5. U.S. - Purple PR Professional Services Agreement

RESOLUTION NO. 2026-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FLAVIA PACHECO GIULIANO FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S 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 Public Relations Representative for the Brazil market since May 2011; and

WHEREAS, Village Staff and the Village's Resort Tax Committee recommend renewal of the agreement with this vendor in the amount of $40,000 annually; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this Professional Services Agreement for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms.

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 Professional Services Agreement for Giuliano for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms, in the amount of $40,000 annually, is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provision 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 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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 _____, 2026 (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 the services set forth in the 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, 2026 and concluding September 30, 2027 (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 thirsty 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 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 Comunicacoes & 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 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 threating to use physical force against any person;
2. Restraining, isolating, or confining or threating 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;
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 threating 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:
SPOKE Communicacoes & Empresarial
Alameda Lorena 75 Apt 13
Jardim Paulista, São Paulo 01424
BRAZIL

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

By: _____
Flavia Pacheco Giuliano
Manager
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 Scope of Services attached immediately following this page is incorporated into and made a part of this Agreement as Exhibit "A."

Tourism Market Representative
Scope of Services for International Public Relations

Representative market: Brazil
Consultant: Flavia Pacheco Giuliano/SPOKE COMUNICACAO
Agreement term: October 1, 2026 – September 30, 2027

Purpose

Bal Harbour Village (Village) engages experienced in-market tourism representatives to strengthen awareness, reputation, and demand for Bal Harbour as a luxury tourism destination. The Consultant shall serve as the Village's tourism sales, marketing, and public relations representative in the Representative Market and shall work with Village staff, the Resort Tax Committee, hotels, restaurants, and other tourism stakeholders to implement the Village's tourism strategy. The Consultant shall perform the services below in accordance with the approved annual plan, the Agreement, the Village's brand standards and direction, and the approved budget. Activities outside the approved plan or budget require the Village's prior written approval.

Definitions:

- Annual Plan means the written, year-long tourism action plan and budget approved by the Village for the Agreement period.
- FAM Trip means a familiarization visit to Bal Harbour Village for qualified media, travel advisors, tour operators, airline partners, influencers, or other approved participants.
- Key Contacts means Village-designated spokespersons, officials, staff members, and participating tourism stakeholders.
- Representative Market means the country, region, or market identified above.
- Work Product means reports, plans, contact lists developed for the engagement, translations, briefing materials, coverage records, and other deliverables created under the Agreement, subject to third-party rights and applicable law.

Scope of Services

1. Strategic Counsel and Market Positioning

- Provide ongoing strategic counsel regarding Bal Harbour's reputation, positioning, competitive environment, and tourism opportunities in Brazil.
- Advise on market positioning for existing and potential hotels, restaurants, cultural offerings, retail experiences, events, and capital projects, as directed by the Village.
- Identify material travel trends, market conditions, emerging opportunities, reputational issues, and risks that may affect travel to the United States, South Florida, or Bal Harbour; promptly alert the Village when timely action may be warranted.
- Recommend audiences, messages, partnerships, and channels that align with Bal Harbour's luxury destination positioning and the Village's adopted tourism strategy.

2. Annual Planning and Coordination

- Within [30] days after the Agreement begins, submit a proposed Annual Plan based on the Village's Calendar of Events, priorities, and approved budget.
- For each proposed activity, identify the objective, target audience, timing, responsible parties, estimated cost, expected output, and success measure.
- Revise the Annual Plan as requested and begin execution only after written approval by the Village's Tourism Manager or designee.
- Participate in status calls with Village staff and additional reasonable planning calls before major activities.
- Coordinate with Village tourism stakeholders and other Village consultants to avoid duplication, align messages, and leverage approved opportunities.

3. Media and Trade Familiarization Trips

- Identify, vet, invite, and coordinate qualified participants for approved group or individual FAM Trips to Bal Harbour.
- Manage participant, media, airline, tour operator, hotel, restaurant, transportation, and other partner liaison activities.
- Assist the Village with itinerary and program development, confirmations, briefing materials, accessibility or dietary requirements disclosed by participants, and on-site or remote staffing as approved.
- Provide a written recommendation and preliminary budget for each trip before commitments are made. The recommendation shall identify proposed participants, selection rationale, anticipated value, partner contributions, requested hosted services, and follow-up plan.
- Complete post-trip follow-up and report resulting coverage, bookings or product development, partner actions, and other measurable outcomes.

4. Information Management Content and Media Relations

The Consultant shall provide the following ongoing services in the Representative Market:

- Monitor relevant print, broadcast, digital, social, trade, and consumer media; collect coverage concerning Bal Harbour; and alert the Village to significant coverage or issues.
- Maintain an organized, searchable clipping log that includes outlet, date, author, link or copy, topic, market, reach or audience data when reliably available, sentiment, and estimated value only when an agreed methodology is used.
- Translate, localize, or adapt Village-approved press releases, newsletters, fact sheets, backgrounders, press kits, talking points, and related materials. No material change to meaning or claims may be made without Village approval.

- Distribute approved Bal Harbour news to relevant media, travel trade, tour operator, airline, and other approved contacts, with appropriate follow-up.
- Maintain media relations, gather editorial calendars and forward opportunities, respond promptly to inquiries, and coordinate approvals with Village staff.
- Proofread and fact-check proposed editorial content; provide approved information, images, video, and other multimedia assets to media and travel partners; and maintain records of placements and use.
- Develop and maintain current, segmented contact lists for media and travel partners relevant to the engagement, consistent with applicable privacy, marketing, and data-protection requirements.
- Identify and liaise with potential partners, including celebrities, content creators, luxury brands, airlines, tour operators, consortia, and travel-advisor networks. The Consultant shall not promise Village funding, endorsements, benefits, or participation without prior written approval.

5. In Market Events and Trade Engagement

- Organize and schedule approved local media and travel-trade activities identified in the Annual Plan, including trade fairs, sales calls, presentations, receptions, breakfasts, lunches, or similar engagements.
- Recommend invitees and partners, manage invitations and confirmations, prepare run-of-show and briefing materials, coordinate vendors and logistics, staff the activity as approved, and conduct timely follow-up.
- Provide an event recap within [10] business days that identifies attendees, meetings, feedback, leads, coverage, follow-up actions, outcomes, and final costs.

6. Annual Media and Consumer Initiative

- Plan and execute approved media and/or consumer events, campaigns, or initiatives in the Representative Market during each Agreement year, unless otherwise stated in the approved Annual Plan.
- Develop the concept, audience strategy, Bal Harbour pitch, partner plan, project schedule, budget, invitations, production requirements, staffing, logistics, interview opportunities, follow-up, and results report.
- In connection with the initiative, or separately if approved, organize individual interviews or appointments for Key Contacts with priority media representatives, travel advisors, tour operators, or other qualified partners.

7. Spokesperson and Interview Support

- Gather and process information needed to develop commentaries, pitches, interviews, and speaking opportunities involving Key Contacts.
- Prepare market-specific media profiles, briefing notes, questions and answers, one-page summaries, key messages, and anticipated-issue guidance.
- Prepare and brief Key Contacts before interviews and provide on-site or remote interview support when requested.

- Coordinate all official statements, quotations, and sensitive responses with the Village before release. The Consultant is not authorized to speak on behalf of the Village unless expressly authorized in writing.

8. Reporting and Performance Measurement

- Submit a monthly activity report to include activities completed, work in progress, upcoming deadlines, media and trade outreach, meetings, FAM Trips, events, partnerships, opportunities, issues requiring Village action, budget status, and supporting clippings or links.
- Provide quantitative and qualitative analysis of coverage and activity results. Clearly identify the source and methodology for reach, impressions, engagement, sentiment, advertising-value equivalency, leads, and other reported measures.
- Maintain a current action tracker and contact history and provide underlying records reasonably requested by the Village.
- Participate in an annual performance review and recommend adjustments for the following period based on results and market conditions.

Performance Indicators

The Village and Consultant shall establish annual targets in the approved Annual Plan. Indicators may include the following, as appropriate to the Representative Market:

Category	Illustrative indicators	
Media	Qualified pitches, briefings, placements, message inclusion, reach, sentiment	
Travel trade	Sales calls, trainings, advisor or operator leads, new or expanded product	
FAM Trips	Qualified participants, hosted value, follow-up actions, coverage or product outcomes	
Events	Qualified attendance, meetings, interviews, partner participation, post-event actions	
Partnerships	Qualified opportunities developed, partner contributions, approved activations	
Service	On-time plans and reports, response time, budget adherence, stakeholder satisfaction	

Performance indicators are management tools and do not guarantee editorial coverage, bookings, visitor volume, or other outcomes outside the Consultant's reasonable control. The Consultant remains responsible for diligent performance of the approved activities and accurate reporting of results.

9. Approvals Budget and Expenses

- The Consultant shall not incur expenses chargeable to the Village or commit the Village to a third party without prior written approval from the Contract Manager or designee.
- All activities shall remain within the approved Annual Plan and budget. The Consultant shall identify anticipated variances promptly and propose corrective action before exceeding any approved category.
- Reimbursable expenses, if permitted by the Agreement, must be reasonable, necessary, documented with itemized receipts, and invoiced at actual cost without markup unless the Agreement expressly provides otherwise.
- Travel shall comply with the Village's applicable travel rules and any limits stated in the Agreement. Complimentary or hosted goods and services shall be disclosed in the applicable proposal and report.
- Vendor contracts and cancellation obligations require prior written approval. The Consultant shall use commercially reasonable efforts to obtain favorable terms, appropriate credits, and refunds.

10. Village Responsibilities

Subject to availability and applicable procedures, the Village will designate a Contract Manager, provide relevant calendars and approved brand materials, coordinate access to Village stakeholders and spokespersons, review submissions, communicate approvals, and provide timely factual information reasonably required for the services.

11. General Service Requirements

- The Consultant shall assign a qualified lead representative and identify backup coverage. Changes to key personnel require advance notice and Village approval when required by the Agreement.
- The Consultant shall act professionally and in the Village's best interests, disclose actual or potential conflicts of interest promptly, and avoid representing a directly competing destination when prohibited by the Agreement.
- All public-facing materials using the Village's name, marks, statements, or official information require prior written approval unless the Village has approved a specific exception or standing protocol.
- The Consultant shall comply with applicable laws and platform requirements, including advertising disclosures, intellectual-property rights, privacy, accessibility, anti-spam, and data-protection requirements in Brazil and the United States, as applicable.
- The Consultant shall maintain orderly records supporting services, expenses, contacts, approvals, and reported results for the period required by the Agreement.
- Work Product shall be delivered in editable, commonly used formats. Ownership, license rights, confidentiality, public-records obligations, retention, insurance, indemnification, termination, and audit rights shall be governed by the Agreement.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each of the respective Resolutions to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

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 sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour 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. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel. As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These Representatives are well connected within the tourism industry of their 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, restaurants and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village as well as in-market activations which result in awareness and drive tourism demand and interest in visiting Bal Harbour Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

Resort Tax Committee

Financial Information:

	Amount	Vendor	Account #
(1)	$40,000	Argentina / Chile / Uruguay - Carmen Florio / D*LX REP	10-52-504860
(2)	$40,000	Brazil Public Relations - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	$36,000	Brazil Sales – Marcia Chiota / ON REQUEST	10-52-504862
(4)	$57,000	U.S. / Canada Sales- Suzanne Corbo	10-52-504865
(5)	$60,000	U.S. Public Relations - Purple PR	10-52-504866

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

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 FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW EACH AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I recommend approval of each of these Resolutions and the associated Professional Services Agreements for an initial one-year term, with the option to renew for up to two additional one-year terms.

BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of Bal Harbour as a travel destination, including promoting Bal Harbour's hotel and restaurant offerings, and increasing Bal Harbour's brand 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 Bal Harbour 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 hotels and restaurants. To assist with these efforts, the Village contracts with vendors in key markets throughout the world 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. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel.

In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area continue to have the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with a 16.2% increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area also continues to have the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne and with a 17.3% increase from the previous year.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. Taking into consideration the concern raised in the past about the contracting of these representatives with no mechanism to fully capture the full impact of the individual representative's efforts, EY recommended 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 in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally 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, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village contracted with the vendor Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for the Village. After an initial review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. Our Tourism staff worked with the Tourism Economics engineering team to resolve these ongoing issues, but unfortunately, a successful result was not achieved and continues to work with EY to identify alternate methods of data collection. This delay should not prevent the Village from continuing to focus on our tourism strategic plan and contracting with the various representatives for FY 2026-27 as to not disrupt our ongoing tourism efforts summarized below:

<u>Sales, Marketing and Public Relations Professionals</u>

To promote Bal Harbour Village as a tourism destination, the Village contracts with several 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 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.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France, with an expected focus on Spain next fiscal year as well. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

Argentina / Chile / Uruguay

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, Chile, & Uruguay Sales & Marketing	Carmen Florio / D*LX REP	$40,000

Brazil

The Brazil market is the largest which comes to both the South Florida area and to Bal Harbour Village, therefore, we have traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing, given that both services are important to assist with our tourism strategy in the Brazilian market.

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 in FY 2025/26 the Village re-engage her services.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	$36,000

Mexico

The Village contracted with Another Company since 2019 for services in Mexico but we are opting not to renew the agreement with them and instead to partner with the GMCVB's public relations and sales teams dedicated to the Mexico market to explore alternate strategies in this market, using funds allocated to the GMCVB in the Resort Tax budget.

United States / Canada

The domestic market in the United States remains the most important and largest visitor base to Bal Harbour Village. Suzanne Corbo has been the Sales and Marketing Representative for the U.S. as well as for the Canada market, since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada - Sales	Suzanne Corbo	$57,000

In addition, last fiscal year, the Village contracted with Purple PR for domestic public relations services both locally and in the U.S. Market.

Market	Representative	Annual Fee
U.S. – Public Relations	Purple PR	$60,000

Purple PR has demonstrated an alignment with the Village's luxury brand identity and strategic communications needs this past year and there are several ongoing engagements that we plan to carry forward into FY 2026-27. Purple PR is a globally recognized communications agency specializing in luxury brands, culture, and innovation, with offices in London, New York, Miami, Los Angeles, and Hong Kong. Founded in 1997, the firm has developed a reputation as one of the most influential communications agencies in the luxury, lifestyle, fashion, hospitality, and premium destination sectors. Their global network and Miami-based presence allow them to continue to promote Bal Harbour Village using an integrated model that combines local knowledge with international reach. Purple PR's services include public relations, media outreach, digital and social media strategy, creative content development, brand strategy, VIP and influencer engagement, talent partnerships, and event-driven activations and communications. Their expertise spans art, design, culture, hospitality, high-end retail, property and placemaking, and large-scale events, areas that directly overlap with Bal Harbour's Resort Tax industries and the Village's image as a premier luxury destination.

In addition, Purple PR's London office and established United Kingdom presence also offers a strategic advantage for Bal Harbour. The UK remains one of the Village's highest-value international visitor markets, and strengthening visibility in this region continues to be a priority in our tourism efforts. A firm with an on-the-ground UK team, strong luxury-sector media relationships, and active cultural work in London enhances the Village's ability to reach high-net-worth travelers, global consumers, and strategic partners. This international footprint supports the Village's long-term goals for visitor growth, cultural relevance, and global brand elevation in the U.K. market.

The Professional Services Agreements, as well as the individual Resolutions for each of the vendors referenced in the Memorandum, 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

These professionals provide 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 and help our Tourism Department achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina, Uruguay, Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement
5. U.S. - Purple PR Professional Services Agreement

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MARCIA CHIOTA FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES AND MARKETING 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 the Village re-engaged her services in FY 2025-26; and

WHEREAS, Village Staff and the Village's Resort Tax Committee recommend renewal of the agreement with this vendor in the amount of $36,000 annually; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this Professional Services Agreement for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms.

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 Professional Services Agreement for Chiota for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms, in the amount of $36,000 annually, is hereby approved.

Section 3. **Expenditures Approved.** That the expenditure of funds for the provision 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 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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 _____, 2026 (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 the services set forth in the 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, 2026 and concluding September 30, 2027 (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 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 cnsent 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 threating to use physical force against any person;
2. Restraining, isolating, or confining or threating 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 threating 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 São Paulo SP
Brazil

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

By: _____
Marcia Chiota

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"

SCOPE OF SERVICES. Consultant shall provide the services set forth in the Scope of Services incorporated herein and attached hereto as Exhibit "A."

Tourism Market Representative
Scope of Services for International Sales and Marketing

Representative Market: Brazil
Consultant: Marcia Chiota/ON REQUEST
Agreement Term: October 1, 2026 – September 30, 2027

1. PURPOSE

Bal Harbour Village (the "Village") engages experienced in-market tourism representatives to strengthen awareness, reputation, and demand for Bal Harbour as a luxury tourism destination. The Consultant shall serve as the Village's tourism sales and marketing representative in the Representative Market and shall work with Village staff, the Resort Tax Committee, hotels, restaurants, and other tourism stakeholders to implement the Village's tourism strategy.

The Consultant shall perform the services described herein in accordance with the approved annual Sales and Marketing Plan, the Agreement, the Village's brand standards and direction, and the approved budget. Activities or expenditures outside the approved plan or budget shall require the Village's prior written approval.

The Consultant shall represent the interests of the Village and promote Bal Harbour as a premier luxury destination, with an emphasis on generating qualified leisure, group, and travel trade business; increasing awareness among key travel professionals and partners; supporting Village tourism stakeholders; and identifying opportunities that may generate measurable visitation and economic impact for Bal Harbour.

2. ANNUAL SALES AND MARKETING PLAN

The Consultant shall develop and submit for Village approval a comprehensive annual Sales and Marketing Plan for the Brazil Market at the beginning of each Agreement period.

The plan shall take into consideration the Village's existing and planned hotel inventory, restaurants, tourism assets, capital improvements, destination programming, and other developments relevant to the promotion of Bal Harbour to include:

1. Identify priority geographic markets, feeder cities, travel trade segments, and target audiences within the Representative Market.

2. Establish annual objectives, strategies, tactics, and measurable performance indicators.
3. Identify proposed sales missions, trade shows, industry events, familiarization ("FAM") trips, client events, presentations, and other promotional activities.
4. Identify opportunities for partnerships with tour operators, travel agencies, consortia, airlines, transportation providers, incentive houses, meeting and event planners, and other travel-oriented businesses.
5. Include an annual activity calendar and proposed allocation of the approved program and reimbursable expense budget.
6. Identify opportunities to support the Village's hotels, restaurants, and other tourism stakeholders.
7. Include strategies for promoting new, renovated, or expanded tourism assets and other significant Village developments.

The Consultant shall review the plan with Village staff throughout the Agreement term and recommend modifications when market conditions, travel trends, stakeholder needs, or other circumstances warrant adjustments. Any material change to the approved plan or budget shall require prior written approval from the Village.

3. SALES REPRESENTATION AND BUSINESS DEVELOPMENT

The Consultant shall act as the Village's sales representative within the Brazil Market and shall proactively promote Bal Harbour and its tourism stakeholders to qualified travel trade partners. Services shall include:

Destination and Hotel Sales

Proactively sell and promote Bal Harbour Village and its participating tourism properties, including, as applicable:

- The Ritz-Carlton Bal Harbour, including its planned renovation and anticipated reopening in early 2027;
- The Sea View Hotel;
- The St. Regis Bal Harbour Resort;
- Beach Haus Bal Harbour;
- Village restaurants; and
- Other Village tourism businesses, amenities, attractions, and assets designated by the Village.

Collectively, participating hotels may be referred to as the "Properties."

Sales efforts shall target tour operators, travel agencies, luxury travel advisors, travel consortia, incentive houses, meeting and event professionals, and other travel-

oriented business entities with demonstrated or potential ability to generate business for Bal Harbour.

Hotel-related sales efforts shall emphasize room-night production, qualified leads, special packages, promotions, new or renovated products, and other opportunities identified by the Properties and Village.

Sales Calls and Presentations

Conduct ongoing sales calls, meetings, presentations, training sessions, and other business development activities with priority travel trade accounts and partners.

The Consultant shall travel, as appropriate and as provided in the approved annual plan and budget, to key feeder cities within the Representative Market to conduct sales calls and presentations to top-producing and high-potential clients and contacts.

Property Sales Support

Provide sales support and destination promotion assistance to the Properties and other Village tourism stakeholders within the Representative Market.

Such support may include introductions to qualified accounts, sales appointments, product presentations, market intelligence, partnership opportunities, lead generation, and coordination of joint sales activities.

4. TRAVEL TRADE RELATIONSHIPS AND PARTNERSHIPS

The Consultant shall maintain and expand relationships with travel trade organizations and partners capable of generating visitation to Bal Harbour. The Consultant shall seek opportunities to:

1. Secure or negotiate inclusion of Bal Harbour, the Properties, and Village tourism offerings in tour operator programs, travel trade catalogs, brochures, newsletters, websites, booking platforms, social media, and other third-party promotional channels.
2. Develop cooperative marketing and sales opportunities with tour operators, travel agencies, travel advisor networks, airlines, transportation companies, consortia, and other appropriate partners.
3. Provide travel trade partners with current destination information, imagery, sales materials, offers, and other Village-approved promotional resources.
4. Educate travel professionals regarding Bal Harbour's accommodations, restaurants, retail, cultural offerings, amenities, destination experiences, and other tourism assets.

5. Identify emerging accounts, distribution channels, travel trends, and partnership opportunities relevant to Bal Harbour.

Any partnership involving Village funding, financial commitments, complimentary services, contractual obligations, or use of Village intellectual property beyond previously approved uses shall require prior written approval from the Village.

5. FAMILIARIZATION TRIPS

The Consultant shall organize and coordinate group and individual travel trade familiarization trips to Bal Harbour as provided in the approved annual Sales and Marketing Plan and budget. Services may include:

1. Identification, qualification, and invitation of appropriate travel advisors, tour operators, media partners when applicable, and other travel trade participants.
2. Coordination with airlines, transportation providers, hotels, restaurants, and other participating partners.
3. Assistance with itinerary and program development.
4. Coordination with Village staff and participating tourism stakeholders.
5. Participant communications and logistical coordination.
6. Chaperoning or hosting groups when requested or approved by the Village.
7. Post-trip follow-up designed to convert participation into bookings, destination exposure, new programming, or other measurable business opportunities.

All FAM trips shall be conducted in accordance with the approved annual plan and designated FAM trip budget. Material commitments or expenses not included in the approved plan shall require prior written approval from the Village.

6. TRADE SHOWS, SALES MISSIONS, AND PROMOTIONAL EVENTS

The Consultant shall represent and promote the Village and Properties through participation in Village-approved trade shows, sales missions, workshops, roadshows, networking programs, and other travel industry events within the Representative Market. The Consultant shall also organize and coordinate smaller local sales and promotional events as approved by the Village, which may include:

- Client lunches or dinners;
- Travel advisor presentations;
- Product training sessions;
- Destination showcases;
- Sales receptions;
- Trade fairs and workshops; and
- Other targeted travel trade activities.

For significant activities, the Consultant shall provide the Village with an activity proposal identifying the purpose, target audience, anticipated participation, estimated cost, participating partners, and expected results.

Following an event or sales mission, the Consultant shall document key contacts, leads, follow-up actions, and results through the applicable activity report.

7. MARKET INTELLIGENCE AND ADVISORY SERVICES

The Consultant shall serve as an in-market resource to the Village and provide timely information regarding conditions affecting travel from the Representative Market.The Consultant shall advise the Village regarding, as applicable:

1. Travel trends and changes in consumer demand.
2. Airline service, airlift, connectivity, and transportation developments.
3. Tour operator and travel agency activity.
4. Competitive destinations and destination marketing activity.
5. Booking patterns, travel windows, and seasonality.
6. Luxury travel trends and traveler preferences.
7. Significant economic, regulatory, industry, or other developments that may affect travel to Bal Harbour and South Florida.
8. Opportunities or challenges requiring Village attention.

Material market developments that may significantly affect Bal Harbour tourism should be communicated to the Village promptly and should not be deferred until the next scheduled report.

8. COORDINATION AND STATUS MEETINGS

The Consultant shall participate in regular status conference calls or virtual meetings with Village staff, generally two (2) times per month, unless otherwise directed by the Village. Meetings shall address, as applicable:

- Progress against the approved annual plan;
- Recent and upcoming sales activities;
- Sales leads and opportunities;
- Travel trade developments;
- FAM trips;
- Trade shows and promotional events;
- Stakeholder requests;
- Market intelligence;
- Budget status;
- Performance measures; and
- Development and execution of upcoming action items.

The Consultant shall maintain regular communication with the Village between scheduled meetings as necessary to address time-sensitive opportunities or issues.

9. REPORTING

The Consultant shall prepare and submit reports documenting activities, results, market developments, expenditures, and progress toward the objectives established in the approved annual Sales and Marketing Plan to include:

- Executive summary of activity for the reporting period;
- Sales calls, appointments, presentations, and training conducted;
- Key accounts contacted;
- Qualified sales leads and business opportunities generated;
- Trade shows, sales missions, events, and other activities completed;
- Travel trade partnerships and promotional placements secured or under development;
- FAM trip activity;
- Property and stakeholder support provided;
- Relevant market intelligence;
- Upcoming activities and priorities;
- Status of follow-up actions;
- Performance against established goals and key performance indicators; and
- Program and reimbursable expense budget status.

Annual Report

At the conclusion of each Agreement period, the Consultant shall submit a comprehensive annual report summarizing activities and results for the full year. The annual report shall include, at a minimum:

- Performance against annual goals and key performance indicators;
- Summary of sales activity;
- Significant leads, bookings, partnerships, and opportunities generated;
- Trade show and event results;
- FAM trip results;
- Promotional and travel trade placements;
- Market trends and intelligence;
- Support provided to Village tourism stakeholders;
- Final program and reimbursable expense budget status;
- Assessment of the effectiveness of major activities; and
- Recommendations and priorities for the subsequent Agreement period.

10. PERFORMANCE MEASURES

The Consultant shall work with the Village to establish appropriate annual performance measures as part of the approved Sales and Marketing Plan. Performance measures may include, but are not limited to:

- Number of qualified sales calls and appointments;
- Number of travel trade presentations and training sessions;
- Number of travel professionals reached or trained;
- Number and quality of qualified leads generated;
- Number of new or expanded travel trade partnerships;
- Bal Harbour placements in tour operator or travel trade programs;
- Participation and results from trade shows and sales missions;
- FAM trip participation and resulting business opportunities;
- Cooperative sales and marketing opportunities secured;
- Hotel room-night opportunities or bookings attributable to sales activity, when reasonably trackable;
- Stakeholder participation and engagement; and
- Other measurable outcomes agreed upon by the Village and Consultant.

Performance measures shall be used to evaluate the effectiveness of the program and inform future planning. Unless expressly stated otherwise in the Agreement, performance measures are intended to measure and evaluate the Consultant's activities and effectiveness and do not constitute guarantees of specific booking, visitation, or revenue results.

11. PROGRAM AND REIMBURSABLE EXPENSE BUDGET

The Consultant shall manage activities within the Village-approved annual program and reimbursable expense budget. Reimbursable expenditures may include Village-approved travel, trade show participation, client events, FAM trip expenses, promotional activities, transportation, and other expenses specifically authorized under the Agreement and approved annual plan. The Consultant shall:

1. Obtain prior written approval for expenditures when required by the Agreement or Village procedures.
2. Maintain adequate documentation and receipts for reimbursable expenses.
3. Submit reimbursement requests in the form and manner required by the Village.
4. Monitor expenditures against the approved budget and promptly advise the Village of anticipated variances.
5. Not exceed the approved program and reimbursable expense budget without prior written authorization from the Village.

Unused budget amounts shall not be reallocated among activities or carried forward without Village approval.

12. VILLAGE DIRECTION AND BRAND STANDARDS

All services shall be performed under the general direction of the Village's designated representative.

The Consultant shall use only Village-approved branding, destination messaging, photography, logos, promotional materials, and other creative assets when representing Bal Harbour.

The Consultant shall accurately represent the Village, its tourism stakeholders, and participating Properties and shall coordinate with Village staff when clarification or approval of destination messaging is required.

The Consultant shall not issue statements on behalf of the Village, enter into agreements or financial commitments on behalf of the Village, or otherwise represent that it has authority to legally bind the Village unless specifically authorized in writing.

13. STAKEHOLDER COORDINATION

The Consultant shall maintain productive working relationships with the Village's tourism stakeholders and facilitate communication and opportunities between stakeholders and travel trade partners within the Representative Market.

The Consultant shall provide equitable destination-level representation consistent with Village direction and shall coordinate stakeholder participation in sales missions, trade shows, FAM trips, presentations, and other approved activities when appropriate.

14. DELIVERABLES AND GENERAL EXPECTATIONS

At a minimum, the Consultant shall provide the following deliverables during each Agreement period:

1. Annual Sales and Marketing Plan and budget.
2. Participation in twice-monthly Village status meetings.
3. Ongoing sales representation and business development.
4. Travel trade account development and relationship management.
5. Property and stakeholder sales support.
6. Village-approved sales missions, trade shows, and promotional events.
7. Village-approved FAM trip planning and coordination.
8. Ongoing market intelligence and strategic recommendations.

9. Monthly activity reports.
10. Mid-year performance report.
11. Annual performance report.
12. Budget and reimbursable expense documentation.
13. Other related sales and marketing services identified in the approved annual plan or mutually agreed upon in writing by the Village and Consultant.

The specific mix and frequency of activities may vary by Representative Market based upon market conditions, available budget, Village priorities, and the approved annual Sales and Marketing Plan.

15. VILLAGE APPROVAL

The Consultant acknowledges that the annual Sales and Marketing Plan establishes the framework for activities under this Scope of Services. The Village reserves the right to approve, modify, postpone, substitute, or discontinue proposed activities based upon budget availability, market conditions, tourism priorities, stakeholder needs, or other considerations.

No material expenditure, event, partnership, sponsorship, travel commitment, or activity outside the approved annual plan and budget shall be undertaken at Village expense without the Village's prior written approval.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each of the respective Resolutions to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

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 sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour 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. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel. As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These Representatives are well connected within the tourism industry of their 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, restaurants and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village as well as in-market activations which result in awareness and drive tourism demand and interest in visiting Bal Harbour Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

Resort Tax Committee

Financial Information:

	Amount	Vendor	Account #
(1)	$40,000	Argentina / Chile / Uruguay - Carmen Florio / D*LX REP	10-52-504860
(2)	$40,000	Brazil Public Relations - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	$36,000	Brazil Sales – Marcia Chiota / ON REQUEST	10-52-504862
(4)	$57,000	U.S. / Canada Sales- Suzanne Corbo	10-52-504865
(5)	$60,000	U.S. Public Relations - Purple PR	10-52-504866

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

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 FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW EACH AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I recommend approval of each of these Resolutions and the associated Professional Services Agreements for an initial one-year term, with the option to renew for up to two additional one-year terms.

BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of Bal Harbour as a travel destination, including promoting Bal Harbour's hotel and restaurant offerings, and increasing Bal Harbour's brand 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 Bal Harbour 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 hotels and restaurants. To assist with these efforts, the Village contracts with vendors in key markets throughout the world 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. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel.

In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area continue to have the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with a 16.2% increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area also continues to have the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne and with a 17.3% increase from the previous year.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. Taking into consideration the concern raised in the past about the contracting of these representatives with no mechanism to fully capture the full impact of the individual representative's efforts, EY recommended 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 in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally 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, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village contracted with the vendor Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for the Village. After an initial review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. Our Tourism staff worked with the Tourism Economics engineering team to resolve these ongoing issues, but unfortunately, a successful result was not achieved and continues to work with EY to identify alternate methods of data collection. This delay should not prevent the Village from continuing to focus on our tourism strategic plan and contracting with the various representatives for FY 2026-27 as to not disrupt our ongoing tourism efforts summarized below:

<u>Sales, Marketing and Public Relations Professionals</u>

To promote Bal Harbour Village as a tourism destination, the Village contracts with several 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 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.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France, with an expected focus on Spain next fiscal year as well. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

Argentina / Chile / Uruguay

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, Chile, & Uruguay Sales & Marketing	Carmen Florio / D*LX REP	$40,000

Brazil

The Brazil market is the largest which comes to both the South Florida area and to Bal Harbour Village, therefore, we have traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing, given that both services are important to assist with our tourism strategy in the Brazilian market.

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 in FY 2025/26 the Village re-engage her services.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	$36,000

Mexico

The Village contracted with Another Company since 2019 for services in Mexico but we are opting not to renew the agreement with them and instead to partner with the GMCVB's public relations and sales teams dedicated to the Mexico market to explore alternate strategies in this market, using funds allocated to the GMCVB in the Resort Tax budget.

United States / Canada

The domestic market in the United States remains the most important and largest visitor base to Bal Harbour Village. Suzanne Corbo has been the Sales and Marketing Representative for the U.S. as well as for the Canada market, since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada - Sales	Suzanne Corbo	$57,000

In addition, last fiscal year, the Village contracted with Purple PR for domestic public relations services both locally and in the U.S. Market.

Market	Representative	Annual Fee
U.S. – Public Relations	Purple PR	$60,000

Purple PR has demonstrated an alignment with the Village's luxury brand identity and strategic communications needs this past year and there are several ongoing engagements that we plan to carry forward into FY 2026-27. Purple PR is a globally recognized communications agency specializing in luxury brands, culture, and innovation, with offices in London, New York, Miami, Los Angeles, and Hong Kong. Founded in 1997, the firm has developed a reputation as one of the most influential communications agencies in the luxury, lifestyle, fashion, hospitality, and premium destination sectors. Their global network and Miami-based presence allow them to continue to promote Bal Harbour Village using an integrated model that combines local knowledge with international reach. Purple PR's services include public relations, media outreach, digital and social media strategy, creative content development, brand strategy, VIP and influencer engagement, talent partnerships, and event-driven activations and communications. Their expertise spans art, design, culture, hospitality, high-end retail, property and placemaking, and large-scale events, areas that directly overlap with Bal Harbour's Resort Tax industries and the Village's image as a premier luxury destination.

In addition, Purple PR's London office and established United Kingdom presence also offers a strategic advantage for Bal Harbour. The UK remains one of the Village's highest-value international visitor markets, and strengthening visibility in this region continues to be a priority in our tourism efforts. A firm with an on-the-ground UK team, strong luxury-sector media relationships, and active cultural work in London enhances the Village's ability to reach high-net-worth travelers, global consumers, and strategic partners. This international footprint supports the Village's long-term goals for visitor growth, cultural relevance, and global brand elevation in the U.K. market.

The Professional Services Agreements, as well as the individual Resolutions for each of the vendors referenced in the Memorandum, 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

These professionals provide 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 and help our Tourism Department achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina, Uruguay, Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement
5. U.S. - Purple PR Professional Services Agreement

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CARMEN FLORIO FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR ARGENTINA, CHILE AND URUGUAY 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 currently provides services for the Argentina, Chile and Uruguay markets; and

WHEREAS, Village Staff and the Village's Resort Tax Committee recommend 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 Professional Services Agreement for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms.

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 Professional Services Agreement for Florio for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms, in the amount of $40,000 annually, is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provision 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 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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 _____, 2026 (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, Chile and Uruguay; 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 the services set forth in the 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, 2026 and concluding September 30, 2027 (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 thirsty 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.

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.

I. 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:_____ E-mail 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 threating to use physical force against any person;
2. Restraining, isolating, or confining or threating 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 threating 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 / 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

By: _____

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

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Village Clerk

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

By:_____
Village Attorney

EXHIBIT "A"

The Scope of Services attached immediately following this page is incorporated into and made a part of this Agreement as Exhibit "A."

Tourism Market Representative
Scope of Services for International Public Relations

Representative market: Argentina, Chile and Uruguay
Consultant: Carmen Florio / D*LX REP
Agreement term: October 1, 2026 – September 30, 2027

Purpose

Bal Harbour Village (Village) engages experienced in-market tourism representatives to strengthen awareness, reputation, and demand for Bal Harbour as a luxury tourism destination. The Consultant shall serve as the Village's tourism sales, marketing, and public relations representative in the Representative Market and shall work with Village staff, the Resort Tax Committee, hotels, restaurants, and other tourism stakeholders to implement the Village's tourism strategy. The Consultant shall perform the services below in accordance with the approved annual plan, the Agreement, the Village's brand standards and direction, and the approved budget. Activities outside the approved plan or budget require the Village's prior written approval.

Definitions:

- Annual Plan means the written, year-long tourism action plan and budget approved by the Village for the Agreement period.
- FAM Trip means a familiarization visit to Bal Harbour Village for qualified media, travel advisors, tour operators, airline partners, influencers, or other approved participants.
- Key Contacts means Village-designated spokespersons, officials, staff members, and participating tourism stakeholders.
- Representative Market means the country, region, or market identified above.
- Work Product means reports, plans, contact lists developed for the engagement, translations, briefing materials, coverage records, and other deliverables created under the Agreement, subject to third-party rights and applicable law.

Scope of Services

1. Strategic Counsel and Market Positioning

- Provide ongoing strategic counsel regarding Bal Harbour's reputation, positioning, competitive environment, and tourism opportunities in Argentina, Chile and Uruguay.
- Advise on market positioning for existing and potential hotels, restaurants, cultural offerings, retail experiences, events, and capital projects, as directed by the Village.
- Identify material travel trends, market conditions, emerging opportunities, reputational issues, and risks that may affect travel to the United States, South Florida, or Bal Harbour; promptly alert the Village when timely action may be warranted.
- Recommend audiences, messages, partnerships, and channels that align with Bal Harbour's luxury destination positioning and the Village's adopted tourism strategy.

2. Annual Planning and Coordination

- Within [30] days after the Agreement begins, submit a proposed Annual Plan based on the Village's Calendar of Events, priorities, and approved budget.
- For each proposed activity, identify the objective, target audience, timing, responsible parties, estimated cost, expected output, and success measure.
- Revise the Annual Plan as requested and begin execution only after written approval by the Village's Tourism Manager or designee.
- Participate in status calls with Village staff and additional reasonable planning calls before major activities.
- Coordinate with Village tourism stakeholders and other Village consultants to avoid duplication, align messages, and leverage approved opportunities.

3. Media and Trade Familiarization Trips

- Identify, vet, invite, and coordinate qualified participants for approved group or individual FAM Trips to Bal Harbour.
- Manage participant, media, airline, tour operator, hotel, restaurant, transportation, and other partner liaison activities.
- Assist the Village with itinerary and program development, confirmations, briefing materials, accessibility or dietary requirements disclosed by participants, and on-site or remote staffing as approved.
- Provide a written recommendation and preliminary budget for each trip before commitments are made. The recommendation shall identify proposed participants, selection rationale, anticipated value, partner contributions, requested hosted services, and follow-up plan.
- Complete post-trip follow-up and report resulting coverage, bookings or product development, partner actions, and other measurable outcomes.

4. Information Management Content and Media Relations

The Consultant shall provide the following ongoing services in the Representative Market:

- Monitor relevant print, broadcast, digital, social, trade, and consumer media; collect coverage concerning Bal Harbour; and alert the Village to significant coverage or issues.
- Maintain an organized, searchable clipping log that includes outlet, date, author, link or copy, topic, market, reach or audience data when reliably available, sentiment, and estimated value only when an agreed methodology is used.
- Translate, localize, or adapt Village-approved press releases, newsletters, fact sheets, backgrounders, press kits, talking points, and related materials. No material change to meaning or claims may be made without Village approval.

- Distribute approved Bal Harbour news to relevant media, travel trade, tour operator, airline, and other approved contacts, with appropriate follow-up.
- Maintain media relations, gather editorial calendars and forward opportunities, respond promptly to inquiries, and coordinate approvals with Village staff.
- Proofread and fact-check proposed editorial content; provide approved information, images, video, and other multimedia assets to media and travel partners; and maintain records of placements and use.
- Develop and maintain current, segmented contact lists for media and travel partners relevant to the engagement, consistent with applicable privacy, marketing, and data-protection requirements.
- Identify and liaise with potential partners, including celebrities, content creators, luxury brands, airlines, tour operators, consortia, and travel-advisor networks. The Consultant shall not promise Village funding, endorsements, benefits, or participation without prior written approval.

5. In Market Events and Trade Engagement

- Organize and schedule approved local media and travel-trade activities identified in the Annual Plan, including trade fairs, sales calls, presentations, receptions, breakfasts, lunches, or similar engagements.
- Recommend invitees and partners, manage invitations and confirmations, prepare run-of-show and briefing materials, coordinate vendors and logistics, staff the activity as approved, and conduct timely follow-up.
- Provide an event recap within [10] business days that identifies attendees, meetings, feedback, leads, coverage, follow-up actions, outcomes, and final costs.

6. Annual Media and Consumer Initiative

- Plan and execute approved media and/or consumer events, campaigns, or initiatives in the Representative Market during each Agreement year, unless otherwise stated in the approved Annual Plan.
- Develop the concept, audience strategy, Bal Harbour pitch, partner plan, project schedule, budget, invitations, production requirements, staffing, logistics, interview opportunities, follow-up, and results report.
- In connection with the initiative, or separately if approved, organize individual interviews or appointments for Key Contacts with priority media representatives, travel advisors, tour operators, or other qualified partners.

7. Spokesperson and Interview Support

- Gather and process information needed to develop commentaries, pitches, interviews, and speaking opportunities involving Key Contacts.
- Prepare market-specific media profiles, briefing notes, questions and answers, one-page summaries, key messages, and anticipated-issue guidance.
- Prepare and brief Key Contacts before interviews and provide on-site or remote interview support when requested.

- Coordinate all official statements, quotations, and sensitive responses with the Village before release. The Consultant is not authorized to speak on behalf of the Village unless expressly authorized in writing.

8. Reporting and Performance Measurement

- Submit a monthly activity report to include activities completed, work in progress, upcoming deadlines, media and trade outreach, meetings, FAM Trips, events, partnerships, opportunities, issues requiring Village action, budget status, and supporting clippings or links.
- Provide quantitative and qualitative analysis of coverage and activity results. Clearly identify the source and methodology for reach, impressions, engagement, sentiment, advertising-value equivalency, leads, and other reported measures.
- Maintain a current action tracker and contact history and provide underlying records reasonably requested by the Village.
- Participate in an annual performance review and recommend adjustments for the following period based on results and market conditions.

Performance Indicators

The Village and Consultant shall establish annual targets in the approved Annual Plan. Indicators may include the following, as appropriate to the Representative Market:

Category	Illustrative indicators	
Media	Qualified pitches, briefings, placements, message inclusion, reach, sentiment	
Travel trade	Sales calls, trainings, advisor or operator leads, new or expanded product	
FAM Trips	Qualified participants, hosted value, follow-up actions, coverage or product outcomes	
Events	Qualified attendance, meetings, interviews, partner participation, post-event actions	
Partnerships	Qualified opportunities developed, partner contributions, approved activations	
Service	On-time plans and reports, response time, budget adherence, stakeholder satisfaction	

Performance indicators are management tools and do not guarantee editorial coverage, bookings, visitor volume, or other outcomes outside the Consultant's reasonable control. The Consultant remains responsible for diligent performance of the approved activities and accurate reporting of results.

9. Approvals Budget and Expenses

- The Consultant shall not incur expenses chargeable to the Village or commit the Village to a third party without prior written approval from the Contract Manager or designee.
- All activities shall remain within the approved Annual Plan and budget. The Consultant shall identify anticipated variances promptly and propose corrective action before exceeding any approved category.
- Reimbursable expenses, if permitted by the Agreement, must be reasonable, necessary, documented with itemized receipts, and invoiced at actual cost without markup unless the Agreement expressly provides otherwise.
- Travel shall comply with the Village's applicable travel rules and any limits stated in the Agreement. Complimentary or hosted goods and services shall be disclosed in the applicable proposal and report.
- Vendor contracts and cancellation obligations require prior written approval. The Consultant shall use commercially reasonable efforts to obtain favorable terms, appropriate credits, and refunds.

10. Village Responsibilities

Subject to availability and applicable procedures, the Village will designate a Contract Manager, provide relevant calendars and approved brand materials, coordinate access to Village stakeholders and spokespersons, review submissions, communicate approvals, and provide timely factual information reasonably required for the services.

11. General Service Requirements

- The Consultant shall assign a qualified lead representative and identify backup coverage. Changes to key personnel require advance notice and Village approval when required by the Agreement.
- The Consultant shall act professionally and in the Village's best interests, disclose actual or potential conflicts of interest promptly, and avoid representing a directly competing destination when prohibited by the Agreement.
- All public-facing materials using the Village's name, marks, statements, or official information require prior written approval unless the Village has approved a specific exception or standing protocol.
- The Consultant shall comply with applicable laws and platform requirements, including advertising disclosures, intellectual-property rights, privacy, accessibility, anti-spam, and data-protection requirements in Brazil and the United States, as applicable.
- The Consultant shall maintain orderly records supporting services, expenses, contacts, approvals, and reported results for the period required by the Agreement.
- Work Product shall be delivered in editable, commonly used formats. Ownership, license rights, confidentiality, public-records obligations, retention, insurance, indemnification, termination, and audit rights shall be governed by the Agreement.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.

Issue:

Should the Council approve each of the respective Resolutions to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

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 sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour 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. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel. As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These Representatives are well connected within the tourism industry of their 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, restaurants and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village as well as in-market activations which result in awareness and drive tourism demand and interest in visiting Bal Harbour Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

Resort Tax Committee

Financial Information:

	Amount	Vendor	Account #
(1)	$40,000	Argentina / Chile / Uruguay - Carmen Florio / D*LX REP	10-52-504860
(2)	$40,000	Brazil Public Relations - Flavia Pacheco / SPOKE COMUNICACAO	10-52-504861
(3)	$36,000	Brazil Sales – Marcia Chiota / ON REQUEST	10-52-504862
(4)	$57,000	U.S. / Canada Sales- Suzanne Corbo	10-52-504865
(5)	$60,000	U.S. Public Relations - Purple PR	10-52-504866

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

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 FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW EACH AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I recommend approval of each of these Resolutions and the associated Professional Services Agreements for an initial one-year term, with the option to renew for up to two additional one-year terms.

BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of Bal Harbour as a travel destination, including promoting Bal Harbour's hotel and restaurant offerings, and increasing Bal Harbour's brand 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 Bal Harbour 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 hotels and restaurants. To assist with these efforts, the Village contracts with vendors in key markets throughout the world 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. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2025-26 is just slightly above last FY's record for the Village, and so far, four of the ten months this FY are a record high collection for each of those respective months, in spite of the Ritz-Carlton Bal Harbour Resort having closed in early April 2026 for a complete renovation of the hotel.

In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area continue to have the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with a 16.2% increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area also continues to have the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne and with a 17.3% increase from the previous year.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/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. Given the recent and ongoing tourism concerns which may impact travel to the U.S. and to our region, having in-market representation continues to be an important part of the Village's tourism strategy. Taking into consideration the concern raised in the past about the contracting of these representatives with no mechanism to fully capture the full impact of the individual representative's efforts, EY recommended 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 in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally 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, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village contracted with the vendor Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for the Village. After an initial review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. Our Tourism staff worked with the Tourism Economics engineering team to resolve these ongoing issues, but unfortunately, a successful result was not achieved and continues to work with EY to identify alternate methods of data collection. This delay should not prevent the Village from continuing to focus on our tourism strategic plan and contracting with the various representatives for FY 2026-27 as to not disrupt our ongoing tourism efforts summarized below:

<u>Sales, Marketing and Public Relations Professionals</u>

To promote Bal Harbour Village as a tourism destination, the Village contracts with several 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 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.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France, with an expected focus on Spain next fiscal year as well. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

Argentina / Chile / Uruguay

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, Chile, & Uruguay Sales & Marketing	Carmen Florio / D*LX REP	$40,000

Brazil

The Brazil market is the largest which comes to both the South Florida area and to Bal Harbour Village, therefore, we have traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing, given that both services are important to assist with our tourism strategy in the Brazilian market.

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 in FY 2025/26 the Village re-engage her services.

Market	Representative	Annual Fee
Brazil Sales & Marketing	Marcia Chiota / ON REQUEST	$36,000

Mexico

The Village contracted with Another Company since 2019 for services in Mexico but we are opting not to renew the agreement with them and instead to partner with the GMCVB's public relations and sales teams dedicated to the Mexico market to explore alternate strategies in this market, using funds allocated to the GMCVB in the Resort Tax budget.

United States / Canada

The domestic market in the United States remains the most important and largest visitor base to Bal Harbour Village. Suzanne Corbo has been the Sales and Marketing Representative for the U.S. as well as for the Canada market, since August of 2009.

Market	Representative	Annual Fee
U.S. and Canada - Sales	Suzanne Corbo	$57,000

In addition, last fiscal year, the Village contracted with Purple PR for domestic public relations services both locally and in the U.S. Market.

Market	Representative	Annual Fee
U.S. – Public Relations	Purple PR	$60,000

Purple PR has demonstrated an alignment with the Village's luxury brand identity and strategic communications needs this past year and there are several ongoing engagements that we plan to carry forward into FY 2026-27. Purple PR is a globally recognized communications agency specializing in luxury brands, culture, and innovation, with offices in London, New York, Miami, Los Angeles, and Hong Kong. Founded in 1997, the firm has developed a reputation as one of the most influential communications agencies in the luxury, lifestyle, fashion, hospitality, and premium destination sectors. Their global network and Miami-based presence allow them to continue to promote Bal Harbour Village using an integrated model that combines local knowledge with international reach. Purple PR's services include public relations, media outreach, digital and social media strategy, creative content development, brand strategy, VIP and influencer engagement, talent partnerships, and event-driven activations and communications. Their expertise spans art, design, culture, hospitality, high-end retail, property and placemaking, and large-scale events, areas that directly overlap with Bal Harbour's Resort Tax industries and the Village's image as a premier luxury destination.

In addition, Purple PR's London office and established United Kingdom presence also offers a strategic advantage for Bal Harbour. The UK remains one of the Village's highest-value international visitor markets, and strengthening visibility in this region continues to be a priority in our tourism efforts. A firm with an on-the-ground UK team, strong luxury-sector media relationships, and active cultural work in London enhances the Village's ability to reach high-net-worth travelers, global consumers, and strategic partners. This international footprint supports the Village's long-term goals for visitor growth, cultural relevance, and global brand elevation in the U.K. market.

The Professional Services Agreements, as well as the individual Resolutions for each of the vendors referenced in the Memorandum, 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

These professionals provide 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 and help our Tourism Department achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina, Uruguay, Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement
5. U.S. - Purple PR Professional Services Agreement

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PURPLE PUBLIC RELATIONS FOR COMMUNICATIONS, BRANDING, AND PUBLIC RELATIONS SERVICES FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, IN AN AMOUNT NOT TO EXCEED $60,000 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 its communications, branding and public relations efforts, as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Purple Public Relations ("Purple") provides communications, branding and public relations services in support of the Village's tourism and destination marketing efforts and has demonstrated an alignment with the Village's luxury brand identity and strategic communications needs; and

WHEREAS, Village Staff recommends renewal of the agreement with Purple in an amount not to exceed $60,000 annually; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this Professional Services Agreement for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms.

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 Professional Services Agreement with Purple Public Relations for communications, branding, and public relations services for an initial one-year term, with the option to renew the Agreement for up to two additional one-year terms, in an amount not to exceed $60,000 annually, is hereby

approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provision 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 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

PROFESSIONAL SERVICES AGREEMENT BETWEEN
BAL HARBOUR VILLAGE and PURPLE PR

This Professional Services Agreement ("Agreement") is made and entered into as of the _____ day of _____ 2026 (the "Effective Date") between Bal Harbour Village, a Florida municipality (the "Village") and Purple Public Relations, whose business address is 3050 Biscayne Boulevard, Suite 604, Miami, FL 33137 (the "Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Contractor wishes to engage a public relations firm to provide ongoing comprehensive communications, public relations and branding support for tourism related purposes in Bal Harbour Village;

WHEREAS, In 2025, the Village reviewed proposals from interested firms and determined it was in the Village's best interest to utilize the services of Purple PR and enter into an agreement for these services;

WHEREAS, Purple PR has demonstrated an alignment with the Village's luxury brand identity and strategic communications needs this past fiscal year and there are several ongoing engagements that the Village plans to carry forward into FY 2026-27,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village and Contractor hereby agree as follows:

I. **TERM.** The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one year unless otherwise terminated with or without cause, in accordance with the provisions contained herein (the "Term") for an annual amount of not to exceed Sixty Thousand Dollars ($60,000.00).

II. **SERVICES.** Contractor agrees to provide communications and public relations services (collectively, the "Services"), a complete list of which is attached hereto as Exhibit "A." During this engagement, the Parties may mutual agree to revise the Scope of Services in conjunction with milestone activities.

III. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and independent Contractor. Village shall not control the means and methods used by Contractor in performing the Services. Contractor shall perform the Services at the request of the Village Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between Village and Contractor. Contractor shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Village or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of Village. Accordingly, Contractor shall not attain,

nor be entitled to, any rights or benefits of the Village, nor any rights generally afforded the Village employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Village are not available to Contractor or to any employee or agent of the Contractor. All employees and sub-contractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of the Contractor, under its sole direction and not an employee, contractor or agent of the Village.

IV. **COMPENSATION.** The Village shall pay Contractor a total fee in the amount of Sixty Thousand Dollars ($60,000.00) to be invoiced to the Village monthly.

V. **WARRANTIES.** Contractor represents and warrants that Contractor is free to enter into the terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Contractor further represents and warrants that Contractor 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. This Section 5 shall survive termination of this Agreement.

VI. **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, Contractor shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Contractor. 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 Contractor. 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 also, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term or Renewal Term by giving written notice to Contractor of such termination; which shall become effective ten (10) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor shall

be paid for any Services satisfactorily performed up to the 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.

c) Termination for Insolvency. The Village also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the rights and obligations of the parties shall be the same as provided for in Section 6(b).

VII. **MISCELLANEOUS.**

a) 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:

b)

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, PL
200 East Broward Blvd. Suite 1900
Fort Lauderdale, FL 33301

To Contractor: Purple Public Relations
3050 Biscayne Blvd. Suite 604
Miami, FL 33137

VIII. **Compliance with Laws.** Contractor 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. Contractor shall make its services available to Village residents without regard to race, color, religion or sex, or as otherwise provided by law.

IX. **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.

X. **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.

XI. **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

XII. **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.

XIII. **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.

XIV. **Force Majeure.** Non-performance of Contractor 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.

XV. **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 in any way arises out of this Agreement or the Services.

XVI. **Entire Agreement**. The Agreement and its exhibits constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.

XVII. **Indemnification**. To the extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Village and its directors, officers and employees from and against any liability (including, without limitation, reasonable costs and attorney's fees) incurred by the Village to the extent caused by Contractor's negligent acts, errors or omissions, or the failure, malfunction, installation or removal of the Decorations, including judgments in favor of any third party.

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.

XVIII. **No Contingent Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XIX. **Access to Records and Audit Clause.** Contractor agrees to permit the Village to examine all records which are, in any way, related to the Services provided in this Agreement, and grants to the Village the right to audit any books, documents and papers of Contractor that were generated during the course of the administration of this Agreement. Contractor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes. Upon the Village's request, Contractor shall provide the Village with copies of all public records related to this Agreement, at no cost to the Village.

XX. **Non Discrimination.** Contractor 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. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor 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.

XXI. **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 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.

XXII. **INSURANCE.** Contractor shall at all times carry comprehensive general liability insurance, comprehensive automobile liability insurance, and workers' compensation insurance (if applicable) with minimum policy limits for each coverage in the amounts specified in the below:

a) Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
   - Employer's Liability with a minimum limit per accident in accordance with statutory requirements; and
   - The policy must be endorsed to provide Village with 30 days' written notice of cancellation and/or restriction.

b) General Liability coverage must include:
   - $2,000,000.00 combined limit per claim; and
   - Contractual coverage applicable to this specific Agreement, including any hold harmless and/or indemnification Agreement.

c) Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
   - $2,000,000.00 combined single limit per accident for bodily injury and property damage;
   - Owned Vehicles;
   - Hired and Non-Owned Vehicles;
   - Employee Non-Ownership; and
   - The policy must be endorsed to provide the Village with 30 days' written notice of cancellation and/or restriction.

Contractor shall provide the Village with certificates of insurance evidencing the coverage required herein. All insurance policies shall be issued by companies authorized to do business in the State of Florida and shall have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition. With the exception of the worker's compensation insurance, Contractor shall provide an endorsement to the policy naming the Village as additional insured and providing that the policy may not be cancelled without thirty days' prior written notice to the Village.

XXIII. SCRUTINIZED COMPANIES LIST. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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 Contractor 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 City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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 Contractor 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.

XXIV. **E-VERIFY.** Effective January 1, 2021, public and private employers, contractors and subcontractors will begin 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/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.

XXV. **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.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall also 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Contractor 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.

CONTRACTOR :
Purple PR

By:_____

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

By:_____
Jorge M. Gonzalez, Village Manager

Attest : _____
Juan D. Garcia, 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 Scope of Services attached immediately following this page is incorporated into and made a part of this Agreement as Exhibit "A."

Scope of Services for Domestic Public Relations

Representative Market: United States / United Kingdom
Consultant: Purple Public Relations
Agreement Term: October 1, 2026 – September 30, 2027

1. PURPOSE

Bal Harbour Village (the "Village") engages experienced public relations and communications professionals to strengthen awareness, reputation, cultural relevance, and demand for Bal Harbour as a premier luxury tourism destination.

The Consultant shall serve as the Village's public relations representative locally, nationally throughout the United States, and, as applicable, in designated international markets, such as the United Kingdom. The Consultant shall work collaboratively with Village staff, the Resort Tax Committee, hotels, restaurants, Bal Harbour Shops, cultural partners, and other tourism stakeholders to implement the Village's tourism strategy and position Bal Harbour among the world's leading luxury destinations.

The Consultant shall provide strategic public relations, media relations, communications, destination positioning, influencer and VIP engagement, content and storytelling support, and related services designed to generate meaningful earned media exposure and strengthen the Village's reputation among priority audiences.

The Consultant shall perform the services described herein in accordance with the Village-approved annual Public Relations Plan, the Agreement, Village brand standards and direction, and the approved budget. Activities or expenditures outside the approved plan or budget shall require the Village's prior written approval.

2. CONSULTANT QUALIFICATIONS AND STRATEGIC ALIGNMENT

The Consultant shall demonstrate experience representing luxury destinations, hospitality brands, cultural institutions, premium consumer brands, or other organizations relevant to Bal Harbour's tourism and Resort Tax industries.

The Consultant should maintain strong relationships with journalists, editors, producers, content creators, influencers, cultural leaders, luxury-industry professionals, and other communications partners within the Representative Market.

The Village seeks a communications partner capable of integrating local market knowledge with national and international reach and with demonstrated expertise in areas that may include:

- Luxury travel and hospitality;
- Art, design, and culture;
- Fashion and high-end retail;
- Culinary and restaurant communications;
- Property, architecture, and placemaking;
- Lifestyle and luxury consumer media;
- VIP, celebrity, and influencer engagement;
- Major events and cultural programming;
- Digital and social communications;
- Brand strategy and positioning; and
- Destination marketing and tourism communications.

Current Consultant Strategic Alignement – Purple PR

For FY 2026–27, Purple PR has demonstrated alignment with the Village's luxury brand identity and strategic communications objectives, and the Village anticipates continuing several existing initiatives and relationships developed during the prior Agreement period.

Purple PR is a global communications agency specializing in luxury brands, culture, lifestyle, hospitality, and innovation, with an international network that includes offices in London, New York, Miami, Los Angeles, and Hong Kong. Its global network, combined with its Miami presence, provides the Village with an integrated communications model combining local market knowledge with national and international reach.

Purple PR's capabilities include public relations, media outreach, digital and social media strategy, creative content development, brand strategy, VIP and influencer engagement, talent partnerships, and event-driven activations and communications. Its experience across art, design, culture, hospitality, luxury retail, property and placemaking, and major events aligns with the industries supported by the Village's Resort Tax and Bal Harbour's positioning as a premier luxury destination.

Purple PR's London office and established United Kingdom presence provide an additional strategic resource for the Village's international tourism efforts. The United Kingdom represents an important high-value international visitor market for Bal Harbour, and continued visibility in this market is a priority. Access to an on-the-ground UK communications team, luxury-sector media relationships, and cultural networks in London enhances the Village's ability to reach high-net-worth travelers, luxury consumers, media, tastemakers, and strategic partners.

This international capability is intended to support the Village's long-term objectives related to visitor growth, cultural relevance, international awareness, and continued elevation of the Bal Harbour brand in the United Kingdom and other priority international markets.

3. ANNUAL PUBLIC RELATIONS PLAN

At the beginning of each Agreement period, the Consultant shall develop and submit for Village approval a comprehensive annual Public Relations Plan.

The plan shall align with the Village's tourism strategy and take into consideration Bal Harbour's hotels, restaurants, luxury retail, arts and cultural programming, special events, destination experiences, capital improvements, new and renovated hospitality products, and other developments relevant to the destination.

At a minimum, the annual Public Relations Plan shall:

1. Establish annual communications objectives and priorities.
2. Identify priority audiences, geographic markets, media categories, and communications opportunities.
3. Establish key destination narratives, messaging pillars, and story angles.
4. Identify priority media outlets, journalists, editors, producers, influencers, and other communications targets.
5. Include a proposed annual calendar of media outreach, announcements, media visits, press trips, events, activations, cultural opportunities, and other initiatives.
6. Identify opportunities to support Village hotels, restaurants, retail, cultural programming, and other tourism stakeholders through destination-level public relations.
7. Establish measurable performance indicators and reporting methodology.
8. Include a proposed allocation of the approved program and reimbursable expense budget.

The plan shall remain responsive to current events, changing travel trends, media opportunities, and Village priorities. Material changes to the approved plan or budget shall require prior written approval from the Village.

4. STRATEGIC COMMUNICATIONS AND DESTINATION POSITIONING

The Consultant shall provide ongoing strategic communications counsel to position Bal Harbour as a distinctive luxury destination and strengthen its reputation among priority audiences.

Services shall include:

1. Developing and refining destination narratives, messaging, positioning, and communications strategies.
2. Identifying compelling stories that differentiate Bal Harbour from competing luxury destinations.
3. Positioning Bal Harbour at the intersection of luxury travel, hospitality, fashion, retail, culinary experiences, art, architecture, design, culture, and lifestyle.
4. Developing communications strategies around significant Village tourism initiatives, events, openings, renovations, anniversaries, cultural programs, and destination developments.
5. Advising the Village regarding emerging communications opportunities, media trends, reputational considerations, and issues that may affect the destination.
6. Identifying opportunities to elevate Bal Harbour within relevant national and international conversations about luxury travel, culture, hospitality, design, and lifestyle.

5. MEDIA RELATIONS AND EARNED MEDIA

The Consultant shall conduct proactive media relations designed to secure high-quality earned media coverage of Bal Harbour.

Services shall include:

1. Developing and maintaining relationships with relevant local, regional, national, and international media.
2. Maintaining targeted media lists for priority sectors and geographic markets.
3. Proactively pitching Bal Harbour stories, experiences, events, hotels, restaurants, cultural programming, and destination developments.
4. Identifying editorial calendars, seasonal opportunities, travel features, trend stories, destination roundups, broadcast opportunities, and other relevant editorial opportunities.
5. Responding to qualified media inquiries and coordinating responses with Village staff and tourism stakeholders.
6. Preparing and distributing Village-approved press releases, media alerts, pitches, fact sheets, talking points, background materials, briefing documents, and other communications materials.
7. Coordinating interviews and media opportunities involving Village representatives and tourism stakeholders, as appropriate.
8. Following up with media contacts and tracking resulting coverage.
9. Maintaining relationships with high-priority journalists and editors whose audiences align with the Village's tourism objectives.

Earned media efforts should prioritize the quality, relevance, geographic reach, audience alignment, and reputational value of coverage rather than relying solely upon the volume of media placements.

6. DESTINATION STORYTELLING AND CONTENT DEVELOPMENT

The Consultant shall identify and develop compelling stories that communicate Bal Harbour's distinctive destination identity.

Storytelling may include:

- Luxury hospitality and accommodations;
- Hotel openings, renovations, and significant property developments;
- Culinary experiences and restaurants;
- Luxury retail and fashion;
- Art, architecture, and design;
- Cultural programming;
- Wellness and lifestyle;
- Beaches and waterfront experiences;
- Village events and destination programming;
- Sustainability and community initiatives, when appropriate;
- Seasonal travel opportunities;
- Notable personalities, partnerships, or collaborations; and
- Other Village-approved tourism stories.

The Consultant shall work with Village staff and stakeholders to identify appropriate supporting assets, spokespersons, imagery, background information, and experiences necessary to maximize media opportunities.

7. HOTEL, RESTAURANT, RETAIL, AND TOURISM STAKEHOLDER SUPPORT

The Consultant shall coordinate with the Village's tourism stakeholders to identify destination-level public relations opportunities that strengthen Bal Harbour's overall tourism brand. Current hospitality stakeholders may include, as applicable:

- The Ritz-Carlton Bal Harbour, including communications opportunities associated with its renovation and anticipated reopening in early 2027;
- The St. Regis Bal Harbour Resort;
- The Sea View Hotel;
- Beach Haus Bal Harbour;
- Bal Harbour restaurants;
- Bal Harbour Shops; and
- Other Village-designated tourism, cultural, and hospitality partners.

The Consultant shall seek opportunities to integrate stakeholder news and experiences into broader Bal Harbour destination narratives while maintaining the Village's destination-level positioning.

The Consultant shall not serve as the individual public relations agency for a private tourism stakeholder unless separately authorized. Village-funded services shall principally advance the Bal Harbour destination brand and the tourism interests of the Village as a whole.

8. MEDIA VISITS AND PRESS TRIPS

The Consultant shall identify, qualify, organize, and coordinate individual media visits and group press trips to Bal Harbour as provided in the approved annual Public Relations Plan and budget. Services may include:

1. Identifying and qualifying participating journalists, editors, producers, content creators, and other approved participants.
2. Developing proposed itineraries and destination experiences.
3. Coordinating with hotels, restaurants, Bal Harbour Shops, cultural organizations, transportation providers, and other participating partners.
4. Coordinating air travel and transportation partnerships, when appropriate.
5. Preparing media briefing and destination materials.
6. Hosting or accompanying participants when requested by the Village.
7. Conducting post-visit follow-up.
8. Tracking resulting editorial coverage and other measurable outcomes.

Media visits and press trips shall be conducted in accordance with the approved plan and designated budget. Material commitments outside the approved plan shall require prior written Village approval.

9. VIP, INFLUENCER, AND TALENT ENGAGEMENT

When included in the approved annual plan, the Consultant shall identify strategic opportunities involving influencers, creators, tastemakers, celebrities, cultural figures, designers, artists, chefs, or other individuals whose audiences and reputations align with the Bal Harbour brand. Services may include:

1. Identification and vetting of prospective partners.
2. Development of engagement strategies.
3. Coordination of destination visits and experiences.
4. Talent and influencer relations.
5. Support for Village events and activations.
6. Identification of strategic partnerships or collaborations.

Recommendations shall consider audience quality, brand alignment, geographic relevance, reputational considerations, expected reach, engagement, and anticipated value to the Village.

No paid influencer, talent, celebrity, or similar engagement shall be entered into at Village expense without prior written approval.

10. EVENTS, ACTIVATIONS, AND CULTURAL COMMUNICATIONS

The Consultant shall provide public relations and communications support for Village-approved tourism, cultural, hospitality, and destination events and activations. Services may include:

- Communications strategy;
- Media outreach;
- Media invitations and credentialing;
- VIP and influencer outreach;
- Press materials;
- Media previews;
- Interview coordination;
- Event-day media relations;
- Talent or partner coordination;
- Social and digital communications recommendations; and
- Post-event media follow-up.

The Consultant shall also identify opportunities for Bal Harbour to participate in or align with significant cultural, luxury, hospitality, fashion, art, design, and lifestyle events when such participation advances the Village's tourism strategy.

11. UNITED KINGDOM AND INTERNATIONAL PUBLIC RELATIONS

When the United Kingdom or another international market is included in the approved annual plan, the Consultant shall provide dedicated in-market communications support designed to strengthen Bal Harbour's international visibility.

For the United Kingdom, services may include:

1. Developing and maintaining relationships with UK travel, luxury, lifestyle, fashion, design, cultural, and business media.
2. Positioning Bal Harbour with media and influencers whose audiences include high-net-worth and luxury travelers.
3. Identifying UK-specific editorial and cultural opportunities.
4. Conducting proactive media outreach from the Consultant's London office or in-market team.

5. Supporting visiting UK media and other qualified partners.
6. Identifying strategic partnerships and opportunities within the UK luxury and cultural sectors.
7. Advising the Village regarding UK travel trends, media developments, consumer sentiment, and opportunities relevant to Bal Harbour.
8. Coordinating UK communications with the Consultant's U.S. and Miami teams to maintain consistent global positioning.

The Consultant shall seek to leverage its international network to amplify major Bal Harbour stories beyond the United States when appropriate.

12. DIGITAL AND SOCIAL MEDIA STRATEGIC SUPPORT

As requested by the Village and included in the approved annual plan, the Consultant shall provide strategic public relations support for digital and social communications. Services may include:

1. Recommending social and digital storytelling opportunities associated with public relations initiatives.
2. Identifying opportunities for media, influencer, partner, and stakeholder amplification.
3. Advising on content themes and communications calendars.
4. Providing social media recommendations in connection with events, announcements, media coverage, and destination initiatives.
5. Identifying emerging platforms, creators, trends, and digital opportunities relevant to the Village's priority audiences.

Unless expressly included in the Agreement, day-to-day management of Village-owned social media channels, paid digital advertising, community management, and routine content production shall not be considered part of the Consultant's base public relations services.

13. REPUTATION AND ISSUES MANAGEMENT

The Consultant shall provide strategic communications counsel regarding tourism-related matters that may affect Bal Harbour's reputation or destination positioning.

Services may include:

1. Monitoring emerging media narratives relevant to the Village's tourism interests.
2. Advising Village staff regarding communications risks and opportunities.
3. Developing recommended messaging, talking points, Q&A documents, or communications strategies when requested.

4. Supporting media response planning in coordination with Village staff.
5. Providing counsel regarding sensitive tourism, hospitality, destination, or reputational matters.

The Consultant shall not issue statements or respond publicly on behalf of the Village regarding sensitive or crisis-related matters without the Village's express authorization.

14. COMMUNICATIONS COORDINATION AND STATUS MEETINGS

The Consultant shall maintain regular communication with designated Village staff and participate in status conference calls or virtual meetings generally two (2) times per month, unless otherwise directed by the Village. Status meetings shall address, as applicable:

- Current media opportunities;
- Media pitching and results;
- Upcoming Village initiatives and events;
- Media visits and press trips;
- Influencer and VIP opportunities;
- Stakeholder news;
- UK and international activities;
- Current media and travel trends;
- Upcoming communications priorities;
- Program budget status;
- Performance against established objectives; and
- Action items and responsibilities.

Time-sensitive media opportunities or potential reputational issues shall be communicated promptly and shall not be deferred until a regularly scheduled meeting.

15. REPORTING

The Consultant shall provide regular reports documenting public relations activity, results, media coverage, strategic opportunities, and progress toward established objectives.

16. PERFORMANCE MEASURES

The Consultant shall work with the Village to establish annual public relations performance measures appropriate to the approved Public Relations Plan.

Performance measures may include:

- Quantity and quality of earned media placements;
- Priority or top-tier media placements;
- Geographic distribution of earned media;
- Estimated audience or circulation/reach;
- Share of coverage within priority luxury, travel, lifestyle, cultural, hospitality, and business media;
- Number and quality of proactive media opportunities generated;
- Media visits and press trips completed;
- Influencer and VIP engagements;
- New relationships established with priority journalists and media;
- Destination and stakeholder stories placed;
- UK and international media results;
- Event-related media results;
- Message inclusion and destination positioning within earned coverage;
- Website referral or social amplification associated with earned media, when measurable; and
- Other agreed-upon qualitative and quantitative indicators.

Advertising Value Equivalency ("AVE"), if reported, shall be treated only as a supplemental metric and shall not serve as the primary measure of public relations effectiveness.

Performance evaluation should emphasize the quality, relevance, credibility, audience alignment, destination messaging, and strategic value of earned media and communications outcomes.

17. PROGRAM AND REIMBURSABLE EXPENSE BUDGET

The Consultant shall manage activities within the Village-approved annual program and reimbursable expense budget.

Eligible reimbursable expenditures may include Village-approved travel, media visits, press trips, events, activations, media monitoring services, shipping, transportation, approved entertainment, and other program expenses authorized under the Agreement and approved annual Public Relations Plan.

The Consultant shall:

1. Obtain prior written approval for expenditures when required by the Agreement or Village procedures.
2. Maintain appropriate invoices, receipts, and supporting documentation.
3. Submit reimbursement requests in the form and manner required by the Village.
4. Monitor expenditures against the approved budget.

5. Promptly notify the Village of anticipated budget variances.
6. Not exceed the approved program and reimbursable expense budget without prior written Village authorization.
7. Not materially reallocate approved funds among program activities without Village approval.

18. VILLAGE BRAND STANDARDS, APPROVAL, AND AUTHORITY

The Consultant shall perform all services under the general direction of the Village's designated representative and in accordance with Village brand standards.

The Consultant shall use only Village-approved messaging, logos, imagery, photography, destination information, and other Village assets.

Unless otherwise authorized by the Village, the Consultant shall obtain appropriate approval before distributing formal press releases, public statements, official announcements, or other materials presented as official communications of Bal Harbour Village.

The Consultant shall not enter into contracts, make financial commitments, issue official statements, or otherwise represent that it has authority to legally bind the Village unless specifically authorized in writing.

19. COORDINATION WITH OTHER VILLAGE REPRESENTATIVES

The Consultant shall collaborate, when directed by the Village, with the Village's tourism sales and marketing representatives, advertising and creative agencies, digital and social media providers, hotels, restaurants, Bal Harbour Shops, cultural partners, and other Village consultants and stakeholders.

Such coordination is intended to ensure consistent destination messaging, reduce duplication of effort, leverage opportunities across markets, and maximize the effectiveness of the Village's overall tourism program.

The Consultant shall share relevant media intelligence, opportunities, calendars, and approved communications materials with other Village representatives when requested.

20. DELIVERABLES AND GENERAL EXPECTATIONS

At a minimum, the Consultant shall provide the following during each Agreement period:

1. Annual Public Relations Plan and proposed program budget.

2. Ongoing strategic communications counsel.
3. Proactive local, national, and designated international media relations.
4. Destination storytelling and media pitching.
5. Media inquiry and interview coordination.
6. Media visit and press trip planning and support.
7. Tourism stakeholder public relations support.
8. Village-approved VIP, influencer, and talent engagement.
9. Communications support for approved events and activations.
10. UK and international public relations support included in approved plan.
11. Ongoing media and communications intelligence.
12. Participation in twice-monthly status meetings.
13. Monthly activity and performance reports.
14. Mid-year performance report.
15. Comprehensive annual report.
16. Program and reimbursable expense documentation.
17. Other related public relations and strategic communications services included in the approved annual plan or mutually agreed upon in writing by the Village and Consultant.

The specific mix, timing, and frequency of services may vary based on media opportunities, market conditions, Village priorities, available budget, tourism stakeholder needs, and the approved annual Public Relations Plan.

21. VILLAGE APPROVAL

The approved annual Public Relations Plan shall establish the general framework for activities conducted under this Scope of Services.

The Village reserves the right to approve, modify, postpone, substitute, or discontinue proposed activities based upon budget availability, changing tourism priorities, media conditions, stakeholder needs, performance, or other considerations.

No material expenditure, event, activation, paid partnership, influencer or talent engagement, media trip, sponsorship, travel commitment, or activity outside the approved annual plan and budget shall be undertaken at Village expense without the Village's prior written approval.

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, 2026 THROUGH SEPTEMBER 30, 2027, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY.

Issue:

Should Village Council approve the final millage rate of 2.5132 mills, as recommended by the Village Budget Advisory Committee and the Village Manager?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

It is recommended that Village Council approve and adopt the final millage rate of 2.5132 mills. The final millage rate consists of two components. Operating Millage – 1.9654 mills: Provides sufficient funding to maintain the Village's ongoing operations and current service levels, including anticipated inflationary pressures and other routine cost increases. Bal Harbour Shops (BHS) Processing and Defense Fund – 0.5478 mills: Following significant resident feedback and Council consideration, the final dedicated millage for the Fund has been increased from 0.1785 mills to 0.5478 mills. The revenue generated by this dedicated millage will be used exclusively to fund the extraordinary legal, administrative, technical, and professional costs associated with the ongoing Bal Harbour Shops litigation and related proceedings. These matters are not covered by insurance, and the Village's potential exposure is not subject to statutory limitations. Without adequate dedicated funding, the associated costs could have a material adverse impact on the Village's financial position. Approval of the final 2.5132 millage rate requires a unanimous vote of the Village Council. This item was presented and approved by Council at the First Budget Hearing on September 8, 2026.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

The Village Budget Advisory Committee voted unanimously to recommend a millage rate (that includes the current operating millage rate plus the funding of the BHS Processing and Defense Fund) and the FY 2026-27 Final Operating and Capital Budget as presented.

Financial Information:

	Amount	Account	Account #
	$14,351,300	Ad Valorem Taxes	01-00-311000
	$4,000,000	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 15, 2026

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, 2026 THROUGH SEPTEMBER 30, 2027, 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 2026-27 Operating and Capital Budget as presented and adopt the Final millage rate of 2.5132 mills. The Final combined millage rate for this upcoming year is comprised of two calculations. The current fiscal year operating rate of 1.9654 mills to fund the ongoing operations of the Village plus the funding of the Bal Harbour Shops (BHS) Processing and Defense fund at a rate of 0.5478 mills. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council. This item was presented and approved by Council at the First Budget Hearing on September 8, 2026.

INTRODUCTION

The FY 2026-2027 (FY 2027) Final Budget reflects the Final millage rate of 2.5132 mills which is comprised of two calculations. The Final combined rate of 2.5132 to fund operations and fund the dedicated BHS Processing and Defense fund would generate $18,351,300; as opposed to $14,965,800 for the current year's budgeted revenue. The current operating 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, after strong resident feedback and Council consideration I am proposing this year, to continue the dedicated BHS Processing and Defense Fund with a millage increment of 0.5478 to generate funding for the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council. The current service level rate accounts for approximately fifty-seven percent of the General Fund's FY 2026-27 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 "according to value". 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 demonstrate a strong financial position across all funds, reflecting our disciplined resource allocation, prudent management, and consistently conservative fiscal policies.

As you know, 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 $70,158,100 [this includes $29,453,800 of Capital Improvement Program (CIP) appropriations, minor equipment and reserves; and funding for the BHS Processing and Defense Fund of $4,000,000]. 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 $2,855,700 (to include capital improvement of $1,045,000; and reserves of $275,600).

The Village's Capital Improvement Program continues to build upon a strong record of investment in public facilities and infrastructure. In recent years, the Village completed the Public Works Operations Building in North Miami, providing a dedicated facility to better support the Village's operational needs, followed by the successful completion and opening of the Bal Harbour Waterfront Park, creating a signature community amenity. Building on this progress, significant investments continue to be made in the next generation of capital projects, with approximately $27.2 million in Final capital project-related appropriations. The Village's multi-year Capital Improvement Program advances several major priorities, including the Harbourfront Park – Jetty/Cutwalk and the future Village Hall. Together, these accomplishments and current investments reflect the Village's long-term commitment to planning for growth, improving service delivery, and providing modern, resilient, and high-quality public facilities and infrastructure.

TAX ROLL, MILLAGE RATE, AD VALOREM REVENUE, AND ROLLED-BACK RATE

The tax roll certified by the Miami-Dade County Property Appraiser on July 1, 2026, is $7,686,283,419, which is an increase of 4.6% from the same value last year. The Final combined rate of 2.5132 to fund operations and fund the dedicated BHS Processing and Defense Fund would generate $18,351,300; as opposed to $14,965,800 for the current year's budgeted revenue. The Final combined millage rate for this upcoming year is comprised of two calculations. The current operating 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, after strong resident feedback and Council consideration I am proposing this year, to continue the dedicated BHS Processing and Defense Fund with a millage increment of 0.5478 to generate funding for the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended.

The establishment of the BHS Processing and Defense Fund has proven essential in our dealings with the Bal Harbour Shops and with the State Legislature. By creating this dedicated fund, the Village has ensured that decisions regarding this matter are made on their merits, not constrained by available funding. While we recognize that private

developers may have greater financial capacity, we are confident that our proactive planning has put us in the strongest possible position to defend the Village's best interests—today and in the years ahead.

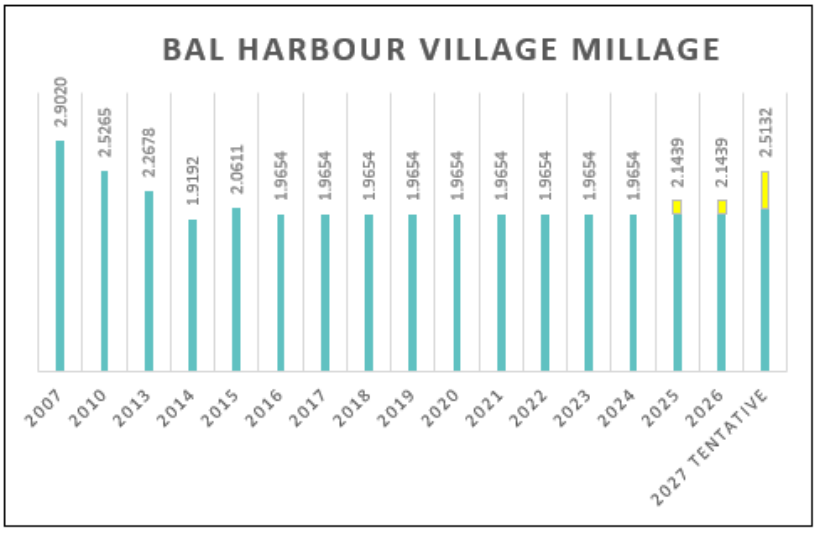
The overall preliminary property tax value increase results from property sales and new construction that occurred during calendar year 2025. This increase is timely due to increased costs resulting from increased labor and vendor related costs; as well as continuing to invest in our capital projects. This increase, however is subject to changes that will likely result from appeals to the Value Adjustment Board (VAB) Hearings. To partially offset fluctuations in values and revenues, the Village includes a Millage Stabilization line item of $200,000 in the budget to help offset the VAB adjustments that occur during the fiscal year.

The current rolled-back rate for FY 2026-2027 would be 2.0252 mills. The rolled-back rate, calculated as required by the Florida 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 2.5132 mills is higher by 0.4880 than the current year aggregate rolled-back rate. The state- required methodology for calculating the rolled-back rate requires the use of the current year's gross tax roll value.

FINAL MILLAGE RATE HISTORY & ANALYSIS

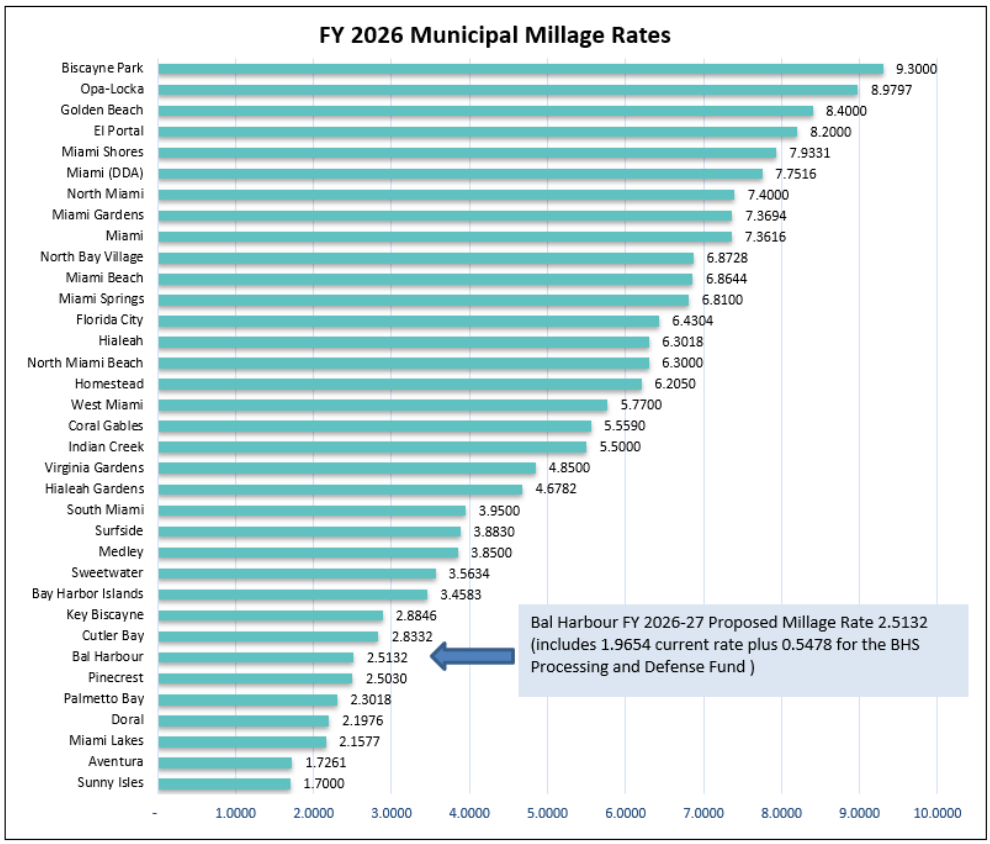
Since FY 2007, the current operating millage rate for the Village has dropped significantly, by over 32% from 2.9020 mills to 1.9654 mills. The Final combined millage rate of 2.5132 for FY 2026-2027 represents the current operating millage rate of 1.9654, plus a 0.5478 dedicated millage adjustment to maintain the BHS Processing and Defense fund.

Maintaining a historically low operating millage rate for the last eleven 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 2007 through FY 2026, and the continuation of the current operating rate of 1.9654, plus a rate of 0.5478 for the BHS Processing and Defense fund for FY 2027:



But for the BHS Processing and Defense Fund millage increment, our adopted operating portion of the combined millage rate for FY 2025-2026 was the third lowest millage rate 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.

The following chart reflects the FY 2026 adopted millage rates for Miami-Dade County municipalities:



It is recommended that Village Council set a final millage rate for Fiscal Year 2026-2027, at 2.5132 mills (represents the current operating millage rate of 1.9654, plus a 0.5478 dedicated millage rate for the funding of the BHS Processing and Defense fund), a rate which is 2.5132 mills per $1,000 of assessed property value. The Final millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2026 estimated adjusted Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield $18.351 million, for FY 2026-2027.

The recommended FY 2026-2027 final millage outlined for your consideration allows the Village to continue to retain a historically low operating millage rate, providing for coverage of anticipated inflationary impacts for 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, additional pay-as-you-go funds toward future capital projects; as well as the funding of the BHS Processing and Defense fund of $4,000,000. These funds will be used to fund current and future legal and related defense costs.

In developing a budget, we must look at available revenues, expected expenses, potential enhancements, and opportunities for cost savings or efficiencies. The FY 2026-2027 budget development allowed us an opportunity to refocus resource allocation in a strategic manner with a focus toward the Village's future.

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 May 2026 to review the development of the Final Budget for FY 2026-27, and to provide recommendations for the Village Council's consideration. The Budget Advisory Committee met throughout the summer and as recently as August 6, 2026, to review current year progress and to provide advisory recommendations on the budget development process. In addition to carefully reviewing the Final budget at a "line item" level, the Committee also reviewed the larger cost centers; Police, Building, Public Works and Beautification; Recreation, Arts & Culture; and Capital Projects; along with the recommended millage rate, and Final operating and capital budgets. The Committee voted unanimously to recommend the Final millage rate, 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 2026-27 Final millage rate outlined for consideration by the Village Council allows the Village to maintain current service levels (while continuing to provide 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. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council.

RESOLUTION NO. 2026-___

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, 2026 THROUGH SEPTEMBER 30, 2027, 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 2026 which includes all real property within the Village; and

WHEREAS, on July 13, 2026, the Village Council adopted Resolution No. 2026-1827 providing the tentative millage rate for the fiscal year commencing October 1, 2026, 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 8, 2026 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 15, 2026, 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 2026-27 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 2026-27 Final millage rate for Bal Harbour Village is hereby adopted at a rate of 2.5132 mills, which is 24.10% higher than the rolled-back rate of 2.0252 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	Seth E. Salver
Vice Mayor	David Wolf
Councilmember	Jeffrey P. Freimark
Councilmember	Alejandro Levy
Councilmember	Buzzy Sklar

PASSED AND ADOPTED this 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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 2026-27; 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 2026-27 Final Operating & Capital Budget as recommended by the Village Budget Advisory Committee and the Village Manager?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

It is recommended that the Village Council approve the Final FY 2026–27 Operating and Capital Budget as presented. The Final Budget incorporates a multi-year Capital Improvement Plan while maintaining the Village's historically low current operating millage rate and level of municipal services. The Final Budget provides funding for anticipated inflationary and contractual cost increases; includes a millage stabilization provision to mitigate the financial impact of Value Adjustment Board actions experienced in recent fiscal years; provides additional pay-as-you-go funding for future capital projects; and dedicates $4.0 million to the BHS Processing and Defense Fund. A summary of the Final FY 2026–27 allocations by fund is provided below. This item was presented and approved by Council at the First Budget Hearing on September 8th, 2026.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE FINAL BUDGET.

Advisory Board Recommendation:

The Village Budget Advisory Committee voted unanimously to recommend the FY 2026-27 Final Operating and Capital Budget as presented.

Financial Information:

	Amount	Account	Account #
	$ 52,082,000	General Fund	01-Various
	$ 10,676,100	Resort Tax Fund	10-Various
	$ 7,400,000	Water & Wastewater Fund	40-Various
	$ 2,855,700	Security & Landscape Fund	11-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 15, 2026

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 2026-27; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council approve the Final FY 2026-27 Operating and Capital Budget as presented and adopt the Final millage rate of 2.5132 mills. The Final combined millage rate for this upcoming year is comprised of two calculations. The current fiscal year operating rate of 1.9654 mills to fund the ongoing operations of the Village plus the funding of the Bal Harbour Shops (BHS) Processing and Defense fund at a rate of 0.5478 mills. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council. This item was presented and approved by Council at the First Budget Hearing on September 8th, 2026.

BACKGROUND

I am pleased to present the Final Operating and Capital Budget for Fiscal Year (FY) 2026-27 for Bal Harbour Village, which commences on October 1, 2026 and ends on September 30, 2027. This document outlines the thirteenth budget I have developed since becoming your Village Manager in 2013, providing information about our Village's accomplishments during FY 2025-2026 and the plans and expected goals for the upcoming FY 2026-27. 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 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 $70,158,100 [this includes $29,453,800 of Capital Improvement Program (CIP) appropriations (inclusive of minor equipment and reserves); and funding for the Bal Harbour Shops (BHS) Processing and Defense Fund of $4,000,000]. 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 $2,855,700 (to include capital improvement of $1,045,000; and reserves of $275,600).

Bal Harbour Village continues to demonstrate a strong financial position across all funds, reflecting our disciplined resource allocation, prudent management, and consistently conservative fiscal policies.

The Final combined millage rate for FY 2026-2027 is 2.5132 mills per $1,000 of assessed value and is comprised of two distinct components. The current service level operating millage rate remains unchanged at 1.9654 mills, continuing to fully fund the ongoing operations of the Village, including routine inflationary and contractual cost increases, as well as targeted service level enhancements to ensure greater benefits to our residents, while maintaining the high level of municipal services our residents have come to expect. Additionally, after strong resident feedback and Council consideration, an adjustment to the dedicated millage for the Bal Harbour Shops Processing and Defense Fund from 0.1785 mills to 0.5478 mills is being recommended. This adjustment is allocated entirely to the extraordinary legal, administrative, technical and professional expenses associated with the ongoing Bal Harbour Shops litigation and related proceedings. It should be noted that the Final increase in the combined millage rate is not necessary to maintain current Village service levels, but rather to ensure that sufficient resources are available to continue vigorously defending the Village's interests and protecting the quality of life of our residents. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council.

The Final budget for FY 2026-27 allows the Village to continue to retain a historically low operating rate, providing for coverage of anticipated inflationary impacts for 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, additional pay-as-you-go funds toward future capital projects; as well as the funding of the dedicated BHS Processing and Defense Fund of $4,000,000. These funds will be used to fund current and future legal and related defense costs.

Significant investments continue to be made in the various capital improvement projects in our public spaces and infrastructure with a total of $27,193,563 in Final 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. The Village's Capital Program also continued to advance two of our most significant long-term investments: the Harbourfront Park, Jetty and Cutwalk Project and the new Village Hall.

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 General Fund Budget for Fiscal year 2026-2027 reflects an increase of approximately 4.40%, which is driven primarily by inflationary factors in the costs of services contracted, and wages & benefits for current employees.

As we began development of the FY 2026-2027 Operating and Capital Budget, our primary objective was to fully fund the Village's current service levels while carefully

evaluating targeted enhancements that respond to operational needs, improve service delivery, strengthen our infrastructure, and advance the Village Council's priorities. The resulting budget fully funds our existing operations and current service levels within the unchanged 1.9654 mill operating rate, while including several focused service and operational enhancements designed to strengthen the Village organization and improve the experiences of our residents.

The Final FY 2026-27 Budget provides for:

- Current Service Levels,
- The BHS Processing and Defense Fund,
- A strategic police reorganization of the Police Department's command structure,
- Expanded Building Department inspection availability,
- Village-wide cybersecurity enhancements,
- Enhanced Recreation, Arts & Culture programming & activities,
- Full funding for two of the Village's most significant Capital Improvement Program priorities – the Harbourfront Park and the new Village Hall,
- Replacement of outdated Police Department laptops,
- Full funding of our reserves, consistent with established fiscal policies.

Lastly, this budget includes $935,000 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.

Together, these investments reflect a disciplined and forward-looking budget framework. In the budget presented herein, we are maintaining the services and programs that define the quality of life in Bal Harbour, strategically enhancing service delivery where there is a demonstrated need, investing in our public safety and technology infrastructure, fully supporting our most significant capital priorities, and maintaining the reserves necessary to preserve the Village's long-term fiscal strength. At the same time, the Final budget provides the additional dedicated resources necessary for the Village to continue defending its interests in the ongoing Bal Harbour Shops litigation without compromising the current services provided to our community.

BUDGET DEVELOPMENT GOALS

Since its adoption in 2019, the Village's vision has continued to provide a consistent framework for how we plan, invest, and deliver services throughout Bal Harbour Village. At the Village Council retreat in February 2026, the Council reaffirmed that vision and its continued relevance in guiding our priorities. At its core, the vision is to preserve Bal Harbour as the safest residential community, defined by a beautiful environment, exceptional destinations and amenities, and a unique sense of elegance that together support the highest quality of life for our residents and an unmatched experience for visitors from around the world. This vision is brought to life through our mission of

delivering the Bal Harbour Experience – the distinctive, refined, and carefully curated experience that defines what it means to live in or visit our 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 set the tone which one recognizes upon arriving in Bal Harbour, and longs 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 events, 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 and responsive to the needs of our community. During this year's retreat, the Village Council reaffirmed the importance of the initiatives currently underway and, rather than ranking them in order of priority, determined that each should be considered important to advancing the Village's vision and the *Bal Harbour Experience*. Accordingly, the following initiatives collectively represent the Village Council's priorities for the FY 2026-27 budget development process:

- Bal Harbour Shops Negotiations, Litigation, Legislative Advocacy, Administering DA, and Expansion Construction
- Harbourfront Park/Cutwalk – Negotiate GMP and Commence Construction
- New Village Hall Basis of Design Report and CDs
- Sustain Traffic Mitigation, Community Policing, Presence and Enforcement
- Utility Infrastructure Projects (5a, 6a, 6b, 7)
- Bal Harbour Civic Association / Gated Community Operations / Milestone Agreement / Stormwater Fee
- Beach Renourishment / Beach Maintenance / Sargassum / Bay
- 80th Anniversary Program
- Tourism Strategic Plan
- Playground at Greenspace by the Guardhouse and/or Fitness Stations along Beach Path

All these priorit
budget provide

Developing fun
vision, top prior
focus of our buc

The Final Budge
each year. We c
benefit from ac
service and ider
my goal to prov
decisions, and t

The following i
allocations (incl
the distinct Fund

General Fund

General Fund - BHS Processing and Defense

Resort Tax Fund

Water and Wastewater Fund

Security & Landscape Assessment Fund

Total Expenditures

The FY 2026-27 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 2026-27 BUDGET

In developing a budget, we must look at available revenues, expected expenses, potential enhancements, and opportunities for cost savings or efficiencies. The FY 2026-27 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 Final 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 Final millage rate and tentative budget.

At the July 13, 2026 Village Council meeting, the Council set the tentative millage rate, the first step to formally adopting a budget, at 2.5132 mills which includes the unchanged current fiscal year rate of 1.9654 to fund the ongoing operations of the Village plus an increase of the BHS Processing and Defense Fund at a rate to 0.5478 mills from the current year rate of 0.1785 mills. The Public Budget Hearing Dates were set for Tuesday, September 8, 2026 and the second public hearing for Tuesday, September 15, 2026.

Tax Roll, Millage Rate, and Ad Valorem Revenue

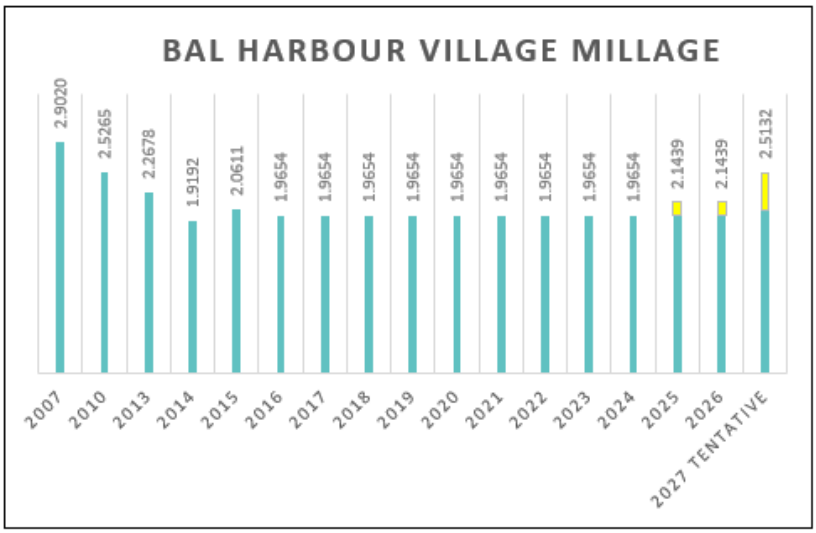
The tax roll certified by the Miami-Dade County Property Appraiser on July 1, 2026, is $7,686,283,419, which is an increase of 4.6% from the same value last year. The Final combined rate of 2.5132 to fund operations and fund the dedicated BHS Processing and Defense Fund would generate $18,351,300; as opposed to $14,965,800 for the current year's budgeted revenue. The Final combined millage rate for this upcoming year is comprised of two calculations. The current operating 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, after strong resident feedback and Council consideration I am proposing this year, to continue the dedicated BHS Processing and Defense Fund with a millage increment of 0.5478 to generate funding for the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended. At the Final millage rate of 2.5132 mills (which includes a rate of 0.5478 for the funding 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 $18,351,300. The overall preliminary property tax value increase results from property sales and new construction that occurred during calendar year 2025. This increase is timely due to increased costs resulting from increased labor and vendor related 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 2026-27 would be 2.0252 mills. The rolled-back rate, calculated as required by the Florida 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 2.5132 mills is higher by 0.4880 than the current year aggregate rolled-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

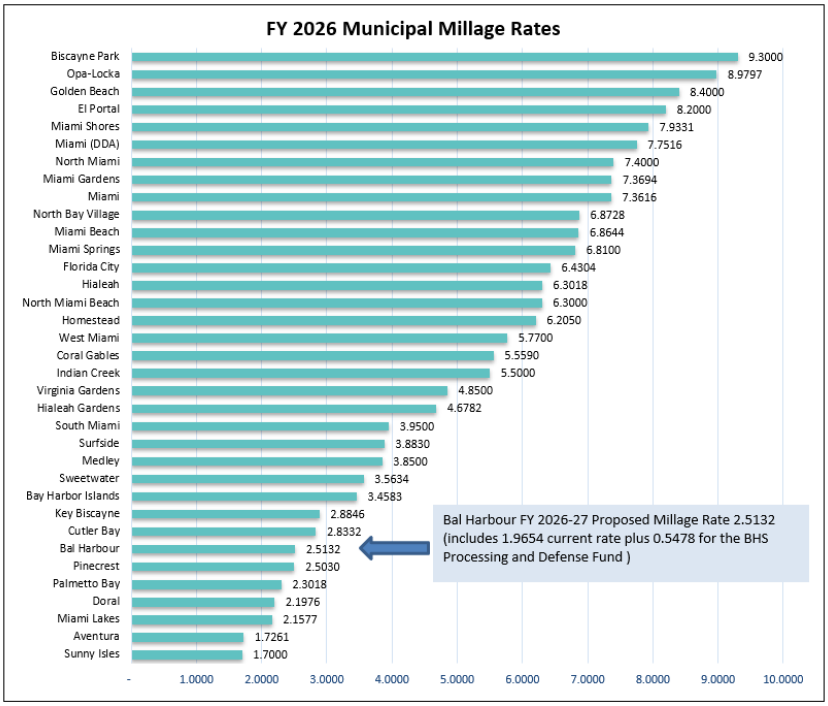
Since FY 2007, the current operating millage rate for the Village has dropped significantly, by over 32% from 2.9020 mills to 1.9654 mills. The Final combined millage rate of 2.5132 for FY 2026-27 represents the current operating millage rate of 1.9654, plus a 0.5478 dedicated millage adjustment to maintain the BHS Processing and Defense Fund.

Maintaining a historically low operating millage rate for the last eleven 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 2007 through FY 2026, and the continuation of the current operating rate of 1.9654, plus a rate of 0.5478 for the BHS Processing and Defense Fund for FY 2027:



But for the BHS Processing and Defense Fund millage increment, our adopted operating portion of the combined millage rate for FY 2025-26 was the third lowest millage rate 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.

The following chart reflects the FY 2026 adopted millage rates for Miami-Dade County municipalities:



It is recommended that Village Council set a Final millage rate for Fiscal Year 2026-27, at 2.5132 mills (represents the current operating millage rate of 1.9654, plus a 0.5478 dedicated millage rate for the funding of the BHS Processing and Defense Fund), a rate which is 2.5132 mills per $1,000 of assessed property value. The Final millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2026 estimated adjusted Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield $18.351 million, for FY 2026-27.

The recommended FY 2026-27 Final combined millage ceiling outlined for your consideration allows the Village to continue to retain a historically low operating millage rate, providing for coverage of anticipated inflationary impacts for 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, additional pay-as-you-go funds toward future capital projects; as well as the funding of the dedicated BHS Processing and Defense Fund of $4,000,000. These funds will be used to fund current and future legal and related defense costs.

By setting an appropriate operating millage rate, we establish the primary parameter in the development of the FY 2026-27 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 2026-27 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 preparing the Final Budget, we carefully evaluated the effects of current economic conditions on supply costs, labor availability, and overall operational expenses. We also assessed the ongoing impact of elevated inflation, identifying both challenges and potential opportunities for cost savings and operational efficiencies.

The Final General Fund Operating and Capital Budget incorporates the funding for operating departments and activities within the Final FY 2026-27 Budget expenditures of $52,082,000 (includes $23,925,000 in Final capital project related appropriations (inclusive of minor equipment purchases and reserves); and funding for the BHS Processing and Defense Fund of $4,000,000), at the Final combined millage rate of 2.5132 mills.

The Final FY 2026–27 General Fund Operating Budget maintains current service levels while providing for a general cost-of-living adjustment, other employee compensation adjustments, and a 5.0% increase in health insurance premiums. The budget also includes funding for Building Electronic Permitting Software, as-needed staffing to support a fifth day of inspections within the Building Department, enhancements to Recreation programming, expanded early-morning gym access at the Waterfront Park facility, and the

acquisition of auto
wide protection.

The Final General
minor equipment
Jetty/Cutwalk Proj
the Police Departm

In addition, the bu
replacement reser
beautification fleet
renewal and repla

CAPITAL IMPROV
The FY 2026-27 Fi
wide, as summariz

Total Resort Tax Fund	**5,750,000**	**4,500,00**
Utility Fund:		
Miami-Dade General Obligation Bond Funds	6,500,000	-
Developer Contributions - Oceana	950,000	-
Budget Allocation	2,221,800	-
Appropriation of Fund Balance/Carryover	6,549,840	-
Village 2011 Bond Escrow Funds	3,221,300	-
Village 2020 Utility Revenue Note	8,438,108	-
TBD - (Grants, Debt Issuance, etc.)	-	-
Total Utility Fund	**27,881,048**	-
Security and Landscape Assessment Fund:		
Appropriation of Fund Balance/Carryover	**1,302,000**	-
Total Security and Landscape Assessment Fund	**1,302,000**	-
TBD	-	-
TOTAL FUNDING SOURCE	**$ 110,942,324**	**$ 27,193,56**
EXPENDITURE BY PROJECT		
Parks and Public Spaces Operations Facility	$ 3,164,704	**$** -
Waterfront Park (Phase A)	22,529,092	-
Harbour Front Park - Jetty/Cutwalk	25,327,454	**12,847,54**
New Village Hall	7,751,000	**14,346,01**
Waterfront Park (Phase B)	50,000	-
96th Street Plaza	200,000	-
Collins Avenue Beautification	50,000	-
BeachSide Landscape	50,000	-
Utility Infrastructure - Sewer, Water and Stormwater Improvemer	38,910,508	-
TBD:		
Use of Shop Funds	-	-
TOTAL EXPENDITURE	**$ 98,032,758**	**$ 27,193,56**

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 2026-27 Final CIP Budget includes investment towards the Harbourfront Park - Jetty/Cutwalk project and the Village Hall project. Totaling $27,193,563 in new appropriations for capital projects, of which $8,000,000 will be funded by grants; $755,332 will be funded by rental income from the Suntrust/Truist Building; $2,836,516 in Developer Contributions and $15,231,308 Appropriations of Fund Balance from the General Fund ($10,731,308 which primarily represents Developer Contributions previously received and fund balance capital reserves previously set-aside) and Resort Tax Fund ($4,500,000) fund balance reserves previously set-aside). The Village anticipates additional grant awards in the near future that will be used to offset any previously planned use of Fund Balance/Budget Allocations.

WATER & WASTEWATER UTILITY FUND AND RATES

Water and Wastewater services within the Village are provided as an enterprise operation. The enterprise operation is funded through charges for measurable water and wastewater services consumed by customers. Pursuant to Chapter 180, Florida Statutes, municipalities are authorized to establish just and equitable rates to be paid for the use of the utility. Rates established as charges for services should sustain its operations and satisfy any related debt.

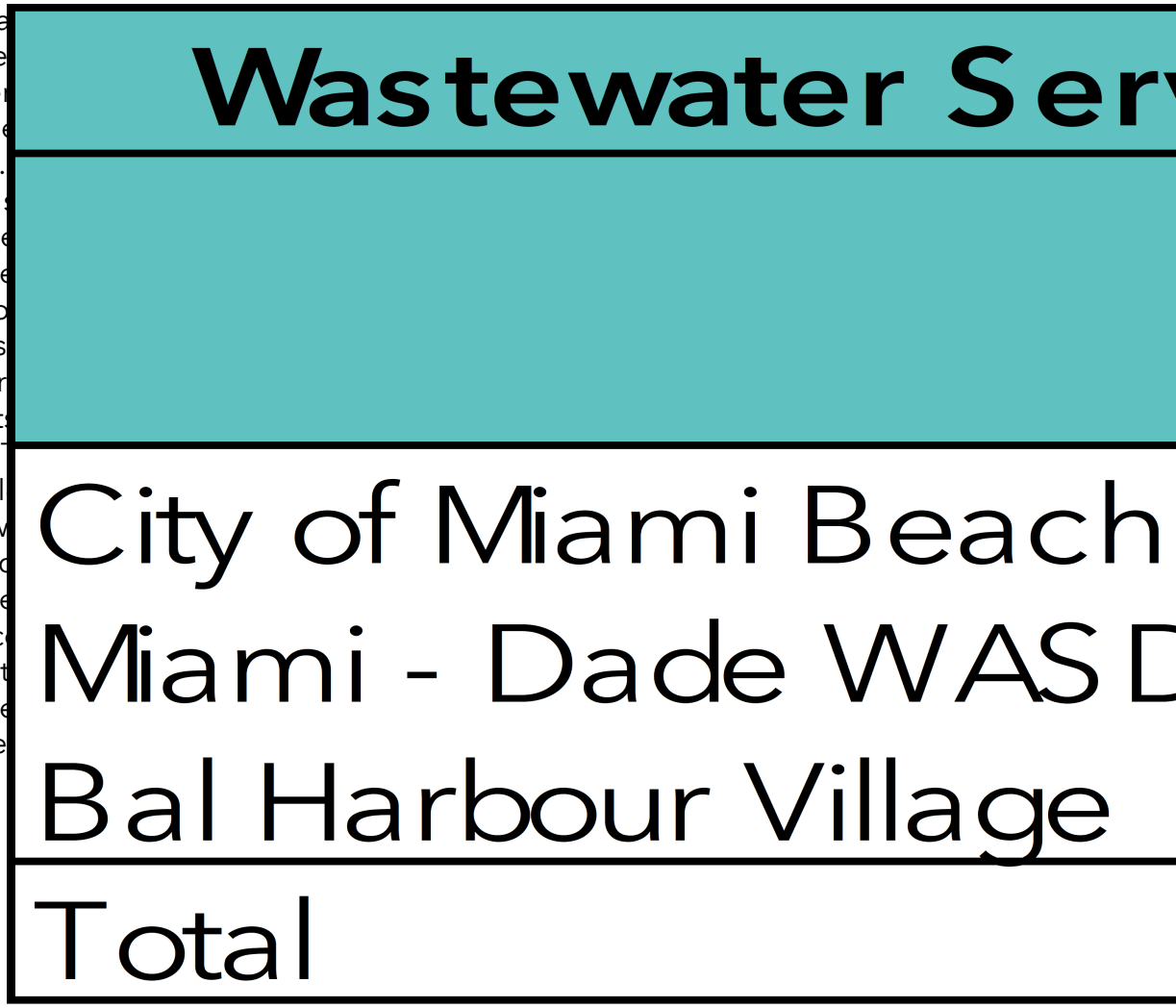
For the Village utility operations, water is purchased at a wholesale rate from the Miami-Dade County Water and Sewer Department (Miami-Dade WASD), and the City of Miami Beach (CMB) applies a surcharge rate to Wastewater flows conveyed through their system for treatment a
service is paid
directly to the C
Village charges

In past years, v
providers to ou
increase (inclusi
to pass that cost
is an increase of
to $2.5945/1,00
customers cons
of-living and ot
adjustment from
to Village custo

Water Service Rates (pe
Miami Dade - WASD Whol
Bal Harbour Village
Total

The water rate increase would result in a cost to Village customers (who average 12,000 gallons per month) of approximately $2.92 more per month at the Final rate.

The Village's Wa
the Miami-Dade
agencies' sewer
services, and the
CMB surcharge.
increase in its
bringing the rate
a 100% increase
support sewer o
a two-year phas
the Village, wor
CMB to phase it
in a single year.
businesses whil
address these w
obligations, and
adjustment incre
1,000 gallons c
competitive wit
necessary to me
Village's long-te



The Wastewater rate increase would result in a cost to Village customers (who average 12,000 gallons per month) of approximately $30.23 more per month at the Final rate.

The City of Miami Beach wholesale Sewer surcharge consists of an administrative fee and an infrastructure renewal and replacement fee. In addition, Miami-Dade County requires a Utility Tax Fee of $6.00 per one hundred ($100.00) of Utility receipts. This 6.0% is collected by the Village 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.

The FY 2026-27 Final Utility Fund Budget is balanced with the Final rate for water services of $6.5926/1,000 gallons, and a rate for sewer service of $14.5220/1,000 gallons.

At their August 6, 2026 meeting, the Village's Budget Advisory Committee reviewed the Final Water rate adjustments, and the Sewer rate adjustments and voted to recommend approval of the recommended Final rates respectively.

The Final FY 2026-27 Operating and Capital Budget for the Utility Fund is $7,400,000 (this includes capital improvements, minor equipment and reserves totaling $916,800).

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 2026-27 Final Operating and Capital Budget is $10,676,100. The Final Operating budget maintains current service levels while providing for a general cost-of-living adjustment, other employee compensation adjustments, and a 5.0% increase in health insurance premiums and continues to enhance the Miami-Dade County seaweed removal program by incorporating targeted Sargassum removal efforts. The Final Capital budget includes replacement of a $112,000 vehicle for the Beautification Department; and $4,500,000 capital investment into the Jetty Capital Project.

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 2025-26 have been at the same levels as the previous fiscal year which resulted in the Village's highest Resort Tax collections in Village history. As a result, the FY 2026-27 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 2026-27 Final Operating and Capital Budget for the Security and Landscape Assessment Fund is $2,855,700 (to include capital improvement of $1,045,000; and reserves of $275,600). For FY 2026-27, the Final Budget includes an assessment rate of

$7,500.00 per Single-Family Residential Unit, $3,750.00 per Unimproved Property, and $30,000.00 per Private Recreational Facility, compared with current-year rates of $6,500.00, $3,250.00, and $26,000.00, respectively. The Final assessment rates are anticipated to support recurring operations, including security services, landscaping, the Property Manager Program, and construction compliance activities. In addition, the budget includes funding for certain capital improvements, including the Street Lighting Project within the gated area. This project is to be primarily funded from the FY 2025 Fund Balance reserves previously designated for future paving and other needs, with amounts to be replenished in future years.

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 May 2026 to review the development of the Final Budget for FY 2026-27, and to provide recommendations for the Village Council's consideration. The Budget Advisory Committee met throughout the summer and as recently as August 6, 2026, to review current year progress and to provide advisory recommendations on the budget development process. In addition to carefully reviewing the Final budget at a "line item" level, the Committee also reviewed the larger cost centers; Police, Building, Public Works and Beautification; Recreation, Arts & Culture; and Capital Projects; along with the recommended millage rate, and Final operating and capital budgets. The Committee voted unanimously to recommend the Final operating and capital budget, water and sewer rates, and the solid waste assessment.

Attached is the Village Manager's Budget Message and FY 2026-27 Final Operating Budget and Multi-year Capital Plan, which provide additional detail on all aspects of the FY 2026-27 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 is supported by this item.

Attachments:

1. Exhibit A - Budget

RESOLUTION NO. 2026-____

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 2026-27; 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 8, 2026, and the final public hearing is set for Tuesday, September 15, 2026, 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 2026-27 (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 2026-27.

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 final budget hearing.

The foregoing Resolution was offered by Councilmember _____, who moved its adoption at the final budget hearing. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor	Seth E. Salver
Vice Mayor	David Wolf
Councilmember	Jeffrey P. Freimark
Councilmember	Alejandro Levy
Councilmember	Buzzy Sklar

APPROVED AS FINAL BUDGET AT SECOND BUDGET HEARING ON SEPTEMBER 15, 2026.

PASSED AND ADOPTED this 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Resolution Exhibit A: Revenue & Expenditure Authority by Fund
Total Revenue & Expenditure

Rounded to '00s

General Fund		
Revenue	$	52,082,000
Expenditure		
Legislative		421,000
Administration		1,897,800
Finance		1,155,000
General Government		6,329,300
Law Enforcement		10,259,900
Building and Permitting		2,855,500
Public Works & Beautification		2,733,700
Recreation, Arts & Culture		2,098,200
Information Technology		505,800
Capital Program		23,329,700
Legal Support Services		496,100
General Fund Total	**$**	**52,082,000**
Water & Wastewater Utility Fund		
Revenue	$	7,400,000
Expenditure		
Utility Operations		6,483,200
Capital Projects		916,800
Water & Wastewater Utility Fund Total	**$**	**7,400,000**
Resort Tax Fund		
Revenue	$	10,676,100
Expenditures		
Tourism & Marketing		2,093,100
Beautification/Greenspace		2,452,300
Law Enforcement		451,200
Recreation, Arts & Culture		1,179,500
Capital Program		4,500,000
Resort Tax Fund Total	**$**	**10,676,100**
Landscape & Security Assessment Fund		
Revenue	$	2,855,700
Expenditures		
Landscape & Security Assessment Area		2,855,700
Landscape & Security Assessment Fund	**$**	**2,855,700**

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION RATIFYING A ONE-YEAR RENEWAL OF THE VILLAGE'S MEDICAL, DENTAL, VISION, LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG-TERM DISABILITY INSURANCE POLICIES; PROVIDING FOR A RENEWAL OPTION FOR UP TO TWO YEARS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY AGREEMENTS.

Issue:

Should the Village Council ratify the renewal of the Village's Medical, Dental, Vision, Life, Accidental Death & Dismemberment, and Long-Term Disability insurance policies for the 2026-27 plan year and authorize two additional one-year renewal options?

The Bal Harbour Experience:

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☐ Resiliency & Sustainable Community

☒ Other: Employee Benefits / Workforce

Item Summary / Recommendation:

The Village's employee insurance plan year begins October 1 each year and continues through September 30 of the following year. For the 2026-27 plan year, a negotiated renewal with UnitedHealthcare resulted in a 4.3% increase in medical insurance rates. As a result of this increase, the Village's annual employer contribution is projected to increase by approximately $42,061. MetLife has agreed to renew the Village's Dental and Vision insurance plans with no increase in rates. Lincoln Financial Group has agreed to renew the Village's Life, Accidental Death & Dismemberment, and Long-Term Disability insurance plans with no increase in rates. The proposed renewals maintain the Village's existing benefit structure and competitive level of coverage for eligible employees and Village Council Members. The Resolution also authorizes the Village Manager to approve two additional one-year renewal options should negotiations with the providers prove successful.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Chief Financial Officer	Assistant Village Manager	Village Manager
Claudia Dixon	Ramiro J. Inguanzo	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING A ONE-YEAR RENEWAL OF THE VILLAGE'S MEDICAL, DENTAL, VISION, LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG-TERM DISABILITY INSURANCE POLICIES; PROVIDING FOR A RENEWAL OPTION FOR UP TO TWO YEARS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The plan year for the Village's Medical, Dental, Vision, Life, Accidental Death & Dismemberment (AD&D), and Long-Term Disability (LTD) insurance policies begins October 1 of each year and extends through September 30 of the following year. The Federal Affordable Care Act (ACA) requires most employers to offer health insurance coverage or be subject to applicable penalties. In addition, providing competitive employee benefits is important to the Village's ability to attract and retain qualified employees and is consistent with the existing Police Benevolent Association (PBA) collective bargaining agreement, which requires the Village to provide health insurance to its members.

The Village currently provides medical insurance through UnitedHealthcare, dental and vision insurance through MetLife, and Life, Accidental Death & Dismemberment (AD&D), and Long-Term Disability (LTD) insurance through Lincoln Financial Group. Eligible employees and Village Council Members may participate in these benefit plans, which collectively form an important component of the Village's employee benefits program.

Florida Blue served as the Village's medical insurance provider from 2011 through 2023. Following a competitive procurement process in 2023 prompted by significant proposed premium increases, the Village Council authorized the transition of the Village's medical insurance coverage to UnitedHealthcare, effective October 1, 2023. As part of that authorization, the Village Manager was authorized to approve up to two additional one-year renewals, subject to successful negotiations with the provider. The Village exercised those renewal options for the subsequent plan years and has now exhausted the renewal authority originally granted by the Village Council. The proposed Resolution similarly provides for two additional one-year renewal options, subject to successful negotiations with the providers. These renewal options do not preclude the Village from competitively procuring coverage should future renewal terms not be considered favorable.

ANALYSIS

Medical Insurance

The Village offers medical insurance coverage to eligible employees through UnitedHealthcare, with both HMO and PPO plan options. Employees who elect the HMO plan contribute 20% of the applicable premium for the coverage level selected. Employees who elect the PPO plan contribute an amount equal to 20% of the corresponding HMO premium, plus the difference between the HMO and PPO premiums. Village Council Members are also eligible to participate in the plan. For the 2026-27 plan year, the Village successfully negotiated with UnitedHealthcare resulting in a 4.3% increase in medical insurance rates.

The Village's historical medical insurance rates demonstrate the financial benefit realized through the transition from Florida Blue to UnitedHealthcare. For the 2022-23 plan year, while insured through Florida Blue, the Village experienced a 22% increase in medical insurance rates. Following the competitive procurement process, the Village transitioned to UnitedHealthcare for the 2023-24 plan year, resulting in an approximately 13% reduction in rates. Importantly, the transition maintained substantially the same level of plan benefits while providing employees access to a broader network of healthcare providers.

Since the transition to UnitedHealthcare, annual rate adjustments have remained comparatively moderate. Rates increased 6.6% in 2024-25 and 2.5% in 2025-26, with a 4.3% increase proposed for 2026-27. Despite these successive increases, the proposed 2026-27 medical insurance rates remain essentially flat compared with the rates in place under Florida Blue during the 2022-23 plan year. The historical rate trend is illustrated below using the simple average of the Village's eight HMO and PPO rate tiers to provide a consistent year-to-year comparison:

Plan Year	Carrier	Composite Monthly Rate ($)	Year-over-Year Change (%)
2012	Florida Blue	$1,123	–
2013	Florida Blue	$1,213	8%
2014	Florida Blue	$1,335	10%
2015	Florida Blue	$1,479	11%
2016	Florida Blue	$1,479	0%
2017	Florida Blue	$1,626	10%
2018	Florida Blue	$1,626	0%
2019	Florida Blue	$1,626	0%
2020	Florida Blue	$1,691	4%
2021	Florida Blue	$1,748	3%
2022	Florida Blue	$1,748	0%
2023	**Florida Blue**	**$2,125**	**22%**
2024	United Health	$1,854	-13%
2025	United Health	$1,976	6.6%
2026	United Health	$2,025	2.5%
2027	**United Health**	**$2,112**	**4.3%**

For the 2026-27 plan year, UnitedHealthcare initially proposed a renewal increase of approximately 10%. Through negotiations conducted, the proposed increase was reduced first to approximately 7% and ultimately to 4.3%. The negotiated renewal increases the total estimated annual medical premium from approximately $1.233 million to $1.286 million, an increase of approximately $53,027. The Village's annual employer contribution is projected to increase by approximately $42,061.

The negotiated increase is also favorable when considered in the context of broader market conditions. PwC projects an average 8.5% medical cost trend for 2026 for group health insurance, driven by continued increases in hospital costs, prescription drug spending, and behavioral health care. For comparison, neighboring municipalities have experienced significant proposed renewal increases, including approximately 23% for the City of Aventura, 20% for the Town of Golden Beach, 11% for North Bay Village, and 7% for the Town of Surfside. The Town of Bay Harbor Islands initially received a proposed increase of approximately 45% and is currently exploring alternative options. Against both the broader market projection and the experience of comparable nearby municipalities, the Village's negotiated 4.3% renewal reflects a favorable result for the 2026-27 plan year.

The Village's medical plan also compares favorably with those offered by surrounding municipalities. The proposed 2026-27 HMO plan maintains a $0 deductible and no coinsurance, along with relatively low member cost-sharing, including $10 primary care, specialist, and urgent care visits, a $100 emergency room copayment, and a $250 inpatient hospital copayment. The PPO option similarly maintains a $0 in-network deductible while providing employees with broader provider flexibility. By comparison, several neighboring municipalities impose higher office visit and emergency room copayments, deductibles, coinsurance, or a combination of these cost-sharing requirements. Overall, the Village continues to provide a highly competitive medical plan with strong benefits and comparatively limited out-of-pocket exposure for participants.

In summary, the transition to UnitedHealthcare produced an immediate reduction in medical insurance rates in 2023 and has been followed by comparatively moderate annual increases. Even after the proposed 2026-27 adjustment, the Village's medical rates remain essentially flat compared with those in place under Florida Blue during the 2022-23 plan year. The historical savings, competitive benefit structure, and favorable negotiated renewal support continuing coverage with UnitedHealthcare for the 2026-27 plan year.

Dental Insurance
The Village currently offers dental insurance through MetLife, with both PPO and DHMO plan options available to eligible employees. Employees who elect dental coverage are responsible for 100% of the applicable premium. For the new plan year, MetLife has agreed to continue the existing plan benefits with a zero percent (0%) rate increase. Accordingly, the rates currently in place will remain unchanged for the plan year beginning October 1, 2026.

Vision Insurance
The Village offers vision insurance to eligible employees at no cost to the employee. For the new plan year, MetLife has agreed to continue the existing plan benefits with a zero percent (0%) rate increase. Accordingly, the current rates will remain unchanged for the plan year beginning October 1, 2026.

Life, Accidental Death & Dismemberment, and Long-Term Disability Insurance
The Village provides employer-paid Life, Accidental Death & Dismemberment (AD&D), and Long-Term Disability (LTD) insurance coverage to eligible employees through Lincoln Financial Group. Life and AD&D benefits are provided at one times annual earnings. For the new plan year, Lincoln Financial has agreed to continue the existing benefits with a zero percent (0%) rate increase. Lincoln Financial has also provided a two-year rate guarantee covering the 2026-27 and 2027-28 plan years. Accordingly, the current rates will remain unchanged for the plan year beginning October 1, 2026.

THE BAL HARBOUR EXPERIENCE

Providing competitive health benefits supports the Village's ability to attract and retain a qualified workforce necessary to deliver the *Bal Harbour Experience*. Supporting our employees helps ensure the Village can continue providing the high level of service, professionalism, and quality expected across all aspects of the community.

CONCLUSION

The proposed renewals will allow the Village to continue providing a competitive and comprehensive employee benefits package for the 2026-27 plan year. The negotiated UnitedHealthcare renewal limits the medical insurance increase to 4.3%, while the Dental and Vision plans with MetLife and the Life, Accidental Death & Dismemberment, and Long-Term Disability plans with Lincoln Financial Group will continue with no increase in rates. The renewal terms preserve the existing benefit structure while maintaining comparatively strong coverage for eligible employees and Village Council Members.

Based on the negotiated rates, current benefit levels, and overall competitiveness of the Village's insurance program, staff recommends that the Village Council approve the Resolution ratifying the renewal of the Village's Medical, Dental, Vision, Life, Accidental Death & Dismemberment, and Long-Term Disability insurance policies for the plan year beginning October 1, 2026, authorize the Village Manager to approve two additional one-year extensions should negotiations with the providers prove successful, and authorize the Village Manager to execute the necessary agreements and take all actions required to implement the renewals.

Attachments:

1. Acentria Benefit Recommendations
2. 2026 Bal Harbour Village Benefit Plans
3. UnitedHealthcare Billing and Collection Agreement

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING A ONE-YEAR RENEWAL OF THE VILLAGE'S MEDICAL, DENTAL, VISION, LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG-TERM DISABILITY INSURANCE POLICIES; PROVIDING FOR A RENEWAL OPTION FOR UP TO TWO YEARS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village currently provides medical insurance coverage through UnitedHealthcare, Dental and Vision insurance coverage through MetLife, and Life, AD&D, and LTD insurance coverage through Lincoln Financial Group; and

WHEREAS, for the 2026-27 plan year, the Village negotiated a renewal of its Medical insurance coverage with UnitedHealthcare resulting in a 4.3 percent increase in rates prior to the expiration of the current agreement; and

WHEREAS, MetLife has agreed to renew the Village's Dental and Vision insurance coverage for the 2026-27 plan year with no increase in rates, while maintaining the existing plan benefits before the end of the current term; and

WHEREAS, Lincoln Financial Group has agreed to renew the Village's Life, AD&D, and LTD insurance coverage for the 2026-27 plan year with no increase in rates, while maintaining the existing benefits, and has provided the Village with a two-year rate guarantee covering the 2026-27 and 2027-28 plan years; and

WHEREAS, the Village Council further wishes to authorize the Village Manager to approve two renewable one-year extensions for each plan for the next two fiscal years should negotiations with the providers prove to be successful; and

WHEREAS, the Village Council finds that ratifying the action taken by the Village Manager to renew the Village's employee insurance policies for the 2026-27 plan year is in the best interests of the Village and its employees.

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. **Ratification of Insurance Renewals.** The Village Council hereby approves and ratifies the one-year renewal of the Village's Medical insurance coverage with UnitedHealthcare, Dental and Vision insurance coverage with MetLife, and Life, Accidental Death and Dismemberment, and Long-Term Disability insurance coverage with Lincoln Financial Group for the plan year beginning October 1, 2026 and ending September 30, 2027, upon the terms described herein.

Section 3. **Extensions Authorized.** The Village Manager is hereby authorized to approve two renewable one-year extensions for each plan for the next two fiscal years should negotiations with the providers prove to be successful.

Section 4. **Implementation.** The Village Manager is hereby authorized to execute all agreements and other documents necessary to effectuate the insurance renewals approved by this Resolution and 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 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

September 1, 2026

Mr. Ramiro Inguanzo, Assistant Village Manager/Human Resources Director
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Re: October 1, 2026, Renewals Group Health, Dental, Vision, Basic Life and AD&D, and Long-Term Disability

Dear Ramiro,

Following a comprehensive review of the Village's employee benefit programs, renewal terms, marketplace alternatives, and financial impact, we recommend approval of the proposed benefit renewals effective October 1, 2026. The recommendations were developed after evaluating carrier offerings, renewal costs, network access, employee disruption, and overall value to the Village and its employees.

Medical Insurance

We recommend renewing the Village's medical coverage with UnitedHealthcare /Neighborhood Health Partnership (NHP) utilizing the negotiated renewal rates for both the HMO and POS plans. The Village's initial renewal reflected a 7.0% increase. Through negotiations, the carrier agreed to reduce the increase to approximately 4.3%, lowering the Village's projected medical spend by approximately $37,983 annually compared to the initial renewal.

Key factors supporting this recommendation include:

- No changes to covered benefits, deductibles, copayments, or prescription drug copays.
- Continued access to the existing provider networks utilized by employees and their families.
- A negotiated renewal that reduced the Village's annual medical increase by approximately $37,983 from the carrier's initial renewal position.
- Continued funding support, including a $5,000 wellness fund and a benefit administration credit of approximately $500.

Given the negotiated renewal, benefit preservation, and continuity of care, we believe the renewal represents the strongest overall value available to the Village at this time.

Dental Insurance

We recommend renewing both the PPO and DHMO dental programs with MetLife. The renewal is offered with no increase in premium and no change to plan design.

Alternative proposals were received from UnitedHealthcare. While the UnitedHealthcare DHMO included broader implant-related coverage, the MetLife DHMO provides significantly lower member copays on many of the services most frequently utilized by employees, including fillings, crowns, root canals, dentures, and orthodontic treatment. Additionally, maintaining MetLife avoids provider disruption and preserves employee familiarity with the current program.

Additional considerations include:

- No increase in dental premiums.
- No disruption to employees currently enrolled.
- Continued access to the existing MetLife dental networks.
-

Vision Insurance

We recommend renewing the vision program with MetLife and the VSP network. The renewal reflects no premium increase and no material benefit changes.

The Village also evaluated a proposal from UnitedHealthcare utilizing the Spectera vision network. While the UnitedHealthcare plan offered some modest enhancements in certain frame and lens options, the overall difference in plan richness was minimal. Both plans provide:

- Annual eye examinations.
- Similar frame allowances.
- Comparable contact lens benefits.
- Large national provider networks.
- Access to major retail optical locations.

After reviewing both plans, we concluded that the benefit improvements offered by UnitedHealthcare were not significant enough to justify replacing the incumbent coverage. Specifically:

- The existing MetLife/VSP plan remains highly competitive.
- Employees are familiar with the current network and benefit structure.
- The Village would not realize a meaningful improvement in value or employee experience by changing carriers.
- Maintaining MetLife avoids unnecessary disruption for employees who currently utilize VSP providers.

- MetLife's VSP network remains one of the strongest and most widely recognized vision networks available.

As a result, we believe renewing the current MetLife vision plan provides the best balance of value, service continuity, and employee satisfaction.

Group Term Life and AD&D Insurance
We recommend renewing the Village's Group Term Life and AD&D coverage with Lincoln Financial. Coverage remains unchanged and premiums remain flat. The carrier also provided a rate guarantee through September 30, 2028.

Long-Term Disability Insurance
We recommend renewing Long-Term Disability coverage with **Lincoln Financial**. The renewal includes an increase in the monthly maximum benefit from $12,000 to $15,000, providing enhanced income protection for the Village Manager while maintaining a competitive cost structure.

Recommendation
Based on our review, we recommend approval of the following:

- Medical: UnitedHealthcare / NHP negotiated renewal
- Dental PPO: MetLife
- Dental DHMO: MetLife
- Vision: MetLife
- Group Term Life & AD&D: Lincoln Financial
- Long-Term Disability: Lincoln Financial

These recommendations provide a balanced approach that controls costs, maintains stable carrier relationships, preserves employee access to providers, minimizes disruption, and continues to offer a competitive benefits package for Village employees.

Sincerely,

Corey McMeeking

Corey McMeeking, EVP – Southeast Employee Benefits Practice Leader

Cc: Bryan Corcoran
Ruth Tickle

Bal Harbour Village

Renewals - Effective Date: October 1, 2026
Presentation Date: 7/20/2026

Bal Harbour Village
Health Plan Renewal - October 1, 2026
Renewal Premium Analysis

HMO PLAN			
HMO Current Enrollment	**Coverage**	**NHP HMO EKXL-M** ***Current***	**NHP HMO** **EY23** (Replacing EKXL-M) ***Negotiated Renewal***
29	Employee Only	$848.04	$884.51
7	Employee + Spouse	$2,018.36	$2,105.16
11	Employee + Child(ren)	$1,603.06	$1,672.00
14	Employee + Family	$2,688.57	$2,804.19
61	Total Monthly HMO Premium	$93,995	$98,038
Fiscal Year HMO Premium		$1,127,944	$1,176,451
Annual Difference Over Current			$48,507
Percentage Difference Over Current			4%
POS/PPO PLAN			
PPO Current Enrollment	**Coverage**	**UnitedHealthcare Choice Plus POS Plan EKN0-M** ***Current***	**UnitedHealthcare Choice Plus POS Plan EY6S** (Replacing EKN0-M) ***Negotiated Renewal***
10	Employee Only	$1,071.58	$1,117.66
2	Employee + Spouse	$2,550.39	$2,660.06
2	Employee + Child(ren)	$2,025.61	$2,112.72
1	Employee + Family	$3,397.26	$3,543.35
15	Total Monthly POS Premium	$23,265	$24,266
Fiscal Year PPO Premium		$279,181	$291,186
Fiscal Year Difference Over Current			$12,005
Percentage Difference Over Current			4%
COMBINED MONTHLY PREMIUM			
76	Total Monthly Premium	$117,260	$122,303
Subtotal Fiscal Year Premium		**$1,407,125**	**$1,467,637**
$ Difference Over Current			$60,512
% Difference Over Current			4%
COMBINED ANNUAL COST INCLUDING EMPLOYER CONTRIBUTION			
Employer's Monthly Contribution		$89,926	$93,793
Employer's Fiscal Year Contribution		**$1,079,109**	**$1,125,515**
Employer's FY $ Difference Over/Under Current			$46,407
% Difference Over/Under Current			4.3%

Enrollment provided by UHC
UnitedHealthcare's renewal includes: $5,000 Wellness Fund; $0.55 PEPM credit for Benefit Administration which can be used to offset the cost of COBRA

	Medical - United Healthcare / NHP	
	Current/Renewal	
Carrier	UnitedHealthcare / NHP	UnitedHealthcare
Plan Name	EY23-M (replacing EKNO-M)	EY6S-M (replacing EKXL-M)
Network	NHP / Direct Access	Choice Plus
Plan Type	HMO	POS
Bal Harbour Village		
Individual Deductible	$0	$0
Family Deductible	$0	$0
Coinsurance %	0%	0%
Individual Out of Pocket Maximum	$2,500	$1,500
Family Out of Pocket Maximum	$5,000	$3,000
Preventive Care	No charge	No charge
Primary Care Office Visit	$10	$10
Specialist Office Visit	$10	$25
Virtual/Phone Visit	$0 (Amwell, Dr on Demand, Teladoc)	$0
Urgent Care	$10	$30
Emergency Room	$100	$100
Diagnostic (X-ray, blood work) Free standing Lab	$0	$0 designated providers/ 50% all other network providers
Major Diagnostic Independent Test Center (MRI, CT, PET)	$0 designated providers / 50% all other network providers	$125 designated providers/ 50% all other network providers
Outpatient Surgery	$100	$50
Hospitalization	$250	$250
Prescription Deductible	$0	$0
Generic Prescriptions	$10	$10
Formulary Brand Name Prescriptions	$35	$35
Non Formulary Brand Name Prescriptions	$70	$70
Specialty Medications	$10 / $35 / $70	$10 / $35 / $70
Out of Network (OON)	Not covered except for emergency care	
OON Deductibles Individual / Family	n/a	$500 / $1,500
OON Coinsurance %	n/a	20%
OON Out of Pocket Maximums Family/Individual	n/a	$3,000 / $6,000
Enrollment		

BAL HARBOUR - VILLAGE -	Enrollment	Monthly Premium	Employer Monthly Contribution	Employer Monthly Contribution Percentage	Employee Monthly Deduction	Employee Bi-Weekly (26) Payroll Deduction
Medical Plan 1 - NHP HMO EY23-M						
Employee Only	29	$884.51	$707.61	80.00%	$176.90	$81.65
Employee + Spouse	7	$2,105.16	$1,684.13	80.00%	$421.03	$194.32
Employee + Child(ren)	11	$1,672.00	$1,337.60	80.00%	$334.40	$154.34
Employee + Family	14	$2,804.19	$2,243.35	80.00%	$560.84	$258.85
TOTAL	**61**	**$98,037.57**	**$78,430.06**		**$19,607.51**	
Medical Plan 2 - UHC POS EY6S					**$19,607.51**	
Employee Only	10	$1,117.66	$707.61	63.31%	$410.05	$189.25
Employee + Spouse	2	$2,660.06	$1,684.13	63.31%	$975.93	$450.43
Employee + Child(ren)	2	$2,112.72	$1,337.60	63.31%	$775.12	$357.75
Employee + Family	1	$3,543.35	$2,243.35	63.31%	$1,300.00	$600.00
TOTAL	**15**	**$24,265.51**	**$15,362.89**		**$45,449.32**	
Dental Plan PPO					**$8,902.62**	
Employee Only	15	$58.72	$0.00	0.00%	$58.72	$27.10
Employee + One	6	$116.99	$0.00	0.00%	$116.99	$54.00
Employee + Two or More	10	$186.22	$0.00	0.00%	$186.22	$85.95
Dental Plan DHMO					**$3,444.94**	
Employee Only	27	$19.98	$0.00	0.00%	$19.98	$9.22
Employee + One	7	$34.93	$0.00	0.00%	$34.93	$16.12
Employee + Two or More	6	$52.41	$0.00	0.00%	$52.41	$24.19
Vision Plan						
Employee Only	35	$6.80	$6.80	100.00%	$0.00	$0.00
Employee + Family	46	$16.48	$16.48	100.00%	$0.00	$0.00

By signing, you are in agreement that the above illustrated rates and deductions are accurate.

Employer Signature

Date Signed

Acentria Insurance

Bal Harbour Village
Group Dental Plan
Dental Plan Premium Analysis - October 1, 2026

Enrollment	DPPO	MetLife *Current*	MetLife *Renewal*
15	Employee	$58.72	$58.72
6	Employee + One	$116.99	$116.99
10	Employee & Family	$186.22	$186.22
31	**Total Monthly PPO**	**$3,445**	**$3,445**
Percentage over Current			0%
Enrollment	**DHMO**	**MetLife *Current***	**MetLife *Renewal***
27	Employee	$19.98	$19.98
7	Employee + One	$34.93	$34.93
6	Employee & Family	$52.41	$52.41
40	**Total Monthly DHMO**	**$1,098**	**$1,098**
Percentage over Current			0%
SUMMARY			
Total Monthly PPO & DHMO		$4,543	$4,543
71	Annual PPO & DHMO	$54,520	$54,520
Annual Difference over Current			$0
Percentage Difference over Current			**0.0%**
Minimum Participation Requirements			n/a

Bal Harbour Village
Dental DHMO Comparison
Dental and Vision RFQ

Plan	MetLife SGX185A-FL	UHC D1068 (Solstice)
Approximate Covered Procedures	220+ ADA procedure codes, but excludes most implant services entirely	300+ ADA procedure codes, including: Coverage for implants, orthodontics, oral surgery, prosthodontics, and advanced diagnostics

Major Differences

Lower copays on many common services:

Service	MetLife Advantages	UHC
Posterior Composite 1 Surface (D2391)	$30	$65
Posterior Composite 2 Surface (D2392)	$45	$75
Posterior Composite 3 Surface (D2393)	$65	$90
Crown – Porcelain/Ceramic (D2740)	$225	$245 + possible lab fees
Root Canal – Molar (D3330)	$200	$245
Complete Denture	$210	$325 + lab fee
Orthodontics Adult Comprehensive	$1,695	$2,350

UHC includes benefits for procedures that MetLife excludes:

Service Category	MetLife	UHC Advantages
Surgical Implant Placement	Excluded	Covered ($1,010 copay)
Implant Crowns	Excluded	Covered
Implant Dentures	Excluded	Covered
Implant Supported Fixed Prosthesis	Excluded	Covered
Cone Beam CT (CBCT)	Generally not listed	Covered
Sleep Apnea Appliance	Not listed as covered benefit	Covered ($1,900)

Preventive Care Comparison

Service	MetLife	UHC
Exams	$0	$0
Cleanings	$0	$0
Fluoride	$0	UHC D1208 $0, varnish D1206 $15
Sealants	$0	$0
Full Mouth X-rays	$0	$0

Network Access Difference

- MetLife allows direct referral to specialists without preauthorization.
- UHC permits specialty access, but lowest copays generally require prior authorization through the network specialist process.

Bal Harbour Village
DPPO Benefit Comparison

	Metlife (current)	
	In Network	**Out of Network**
Deductible (Individual / Family)	$50 / $150	
Annual Maximum	$1,500	
Out of Network Payment	80th percentile of UCR	
Waiting Period	None for timely enrollees	
Annual Rollover Maximum	n/a	
Type A - Diagnostic & Preventive	**100%, deductible waived**	
Oral evaluations	2 in one year	
Dental prophylaxis	2 in one year	
X-rays	Bitewings: Adults 1 in 12 months; Children to age 14, 2 in 12 months Full mouth - 1 in 36 months	
Fluoride applications	1 in 12 months for children to age 16 years of age	
Sealants	1st and 2nd permanent molars; 1 in 36 months for dependent child up to 17th birthday	
Palliative Treatment	Covered	
Type B - Basic Restorative	**90% after deductible**	**80% after deductible**
Fillings	Amalgam & Composite on anterior teeth only	
Space Maintainers	Covered	
Periodontics	Maintenance: 4 in 1 year (includes 2 cleanings) Root Planing & Scaling - 1 per quadrant in any 24 month period Surgery - 1 in 36 months	
Oral surgery (simple & surgical extractions)	no limits	
Endodontics	1 in 24 months	
Type C - Major Restorative	**60% after deducitble**	**50% after deducitble**
Crowns/Inlays/Onlays	1 in 60 months	
Repairs	1 in 12 months	
Bridges	1 in 60 months	
Dentures	1 in 60 months	
Occlusal Guards	Covered every 12 months	
Implants	sinus augmentation and bone replacement and graft for ridge preservation. 1 in 60 months and 1 repair per 12 months	
Type D - Orthodontia		
Ortho Benefits	Adult & Child	
Ortho Lifetime Maximum	50% to $1,000	

Florida Combined offers Max Rollover benefit
Green indicates an improved benefit.
Red indicates a lesser benefit.

Bal Harbour Village
Vision Plan RFQ
Premium Analysis- October 1, 2026

Enrollment	Coverage	MetLife M100D Current	MetLife Renewal
35	Employee	$6.80	$6.80
46	Employee + Family	$16.48	$16.48
81	Total Monthly	$996	$996
Annual Premium		**$11,953**	**$11,953**
Annual Difference Over Current			$0
Percentage Over Current			0%
Rate Guarantee			12 months

Bal Harbour Village
Vision Plan Renewal
Benefit Comparison - October 1, 2026

Benefit	MetLife M100D		UnitedHealthcare	
	Network (VSP)	Out-of-Network (reimbursement)	Network (Spectera)	Out-of-Network (reimbursement)
Comprehensive Vision Exam	$0	up to $45	$0	up to $40
Retinal Screening	$39	not covered	$39	not covered
Additional Screenings	none	n/a	Members ages 0-18 and members pregnant or breastfeeding who have a prescription change of 0.5 diopter or more are eligible for a replacement frame and lenses. The replacement benefits are the same as the benefits for the initial frame and lenses	n/a
Frequency	every 12 months		every 12 months	
Lenses				
Standard single vision lenses	$0	up to $30	$0	up to $40
Standard lined bifocal lenses		up to $50		up to $60
Standard lined trifocal lenses		up to $65		up to $80
Standard lenticular lenses		up to $100		up to $80
Lens Options				
UV coating	covered in full	not covered	$16	not covered
Polycarbonate Lenses	Child up to age 18: $0 Adult: $35	not covered	Child to age 19: $0 Adults: $33	not covered
Progressive - standard	$55	up to $50	$55	not covered
Progressive - premium/custom	up to $175 copay	up to $50	up to $200	not covered
Scratch resistant coating	up to $33 copay	not covered	$0	not covered
Tints	up to $44 copay	not covered	$14	not covered
Anti-reflective coating	up to $85 copay	not covered	$30 - $95	not covered
Photochromic	up to $82 copay	not covered	$67	not covered
High Index Lenses			< 1.66: $53 1.66 - 1.73: $63	not covered
Frequency	every 12 months		every 12 months	
Frames				
Frame Allowance	up to $100 allowance + 20% discount on amounts over allowance; Costco allowance $55, no discount	up to $55	up to $100 allowance + 30% discount on amounts over allowance;	up to $45
Frequency	every 24 months		every 24 months	
Contact Lenses				
Elective contact lenses	$100 allowance	$80 allowance	$100 allowance	Up to $75
Fitting and evaluation	Up to $60	included in allowance	$40	$0
Medically necessary contact lenses	$0	$210 allowance	$0	$210 allowance

Bal Harbour Village
Vision Plan Renewal
Benefit Comparison - October 1, 2026

Benefit	MetLife M100D		UnitedHealthcare	
	Network (VSP)	Out-of-Network (reimbursement)	Network (Spectera)	Out-of-Network (reimbursement)
Additional In-Network Savings	In-Network only		In-Network only	
Lasik Surgery	15% off the regular price or 5% off a promotional offer for laser surgery including PRK, LASIK and Custom LASIK.		QualSight LASIK, member savings represent up to 35% off the national average price of LASIK. Discounts are also provided on newer technologies such as Custom Bladeless (all laser) LASIK.	
Other Discounts	20-25% savings on all other lens enhancements. Up to 20% savings on glasses and sunglasses		Blue Light Filtering: Discounts off the retail price on blue-light screen filters for their devices	
National In-Network Retailers	Choose from a large network of ophthalmologists, optometrists and opticians, from private practices to retailers like Costco® Optical, Walmart, Sam's Club and Visionworks		America's Best, Costco Optical, For Eyes, Lenscrafters, Target Optical, Visionworks, Walmart, and Warby Parker. Online: 800 Contacts, Expressexam, For Eyes, Glasses USA, Lenscrafters, Taget, The Framery, UHC Glasses and Contacts, Warby Parker	

Green indicates an improved benefit.
Red indicates a lesser benefit.

Group Term Life & AD&D

	Carrier	Lincoln	Lincoln
		Current	**Renewal**
Bal Harbour Village			
Eligible Class		Class 1 - All Full-Time Employees Class 2 - Council Members	Class 1 - All Full-Time Employees Class 2 - Council Members
Employer Contribution		100%	100%
Life Amount		1x Annual Earnings to $400,000	1x Annual Earnings to $400,000
AD&D Amount		1x Annual Earnings to $400,000	1x Annual Earnings to $400,000
Guarantee Issue Amount		$400,000	$400,000
Benefits Reduction			
at age 65		65%	65%
at age 70		40%	40%
at age 75		25%	25%
Waiver of Premium		Yes	Yes
Accelerated Benefit		Up to 75%	Up to 75%
Portability		Convertible	Convertible
Actively at Work Provision		Yes	Yes
Rate Guarantee		9/30/2026	9/30/2028
Monthly Volume		$7,639,000	$7,639,000
Life Rate (per $1,000)		**$0.439**	**$0.439**
AD&D Rate (per $1,000)		**$0.040**	**$0.040**
Total Monthly Premium		$3,659	$3,659
Total Annual Premium		$43,909	$43,909
Annual Dollar Change			**$0**
Percentage Change			**0%**

	Group Long Term Disability	
Carrier	Lincoln **Current**	Lincoln **Renewal**
Bal Harbour Village		
Eligible Class	All Full-Time Eligible Employees	All Full-Time Eligible Employees
Employer Contribution	100%	100%
Elimination Period	90 Days	90 Days
Benefits Percentage	60%	60%
Benefits Maximum	$12,000	$12,000
Benefits Duration	SSNRA	SSNRA
Definition of Earnings	Includes commisions	Includes commissions
Pre-Existing Limitations	3/12	3/12
Own Occupation Application	24 Months and unable to earn 99% of indexed earnings	24 Months and unable to earn 99% of indexed earnings
Mental & Nervous Coverage	24 Months	24 Months
Chemical Dependency Coverage	24 Months	24 Months
Self-Reported Limitation Coverage		
Social Security Integration	included	included
Survivor Benefit	3 months lump sum	3 months lump sum
Rate Guarantee	9/30/2026	9/30/2028
Rates		
Monthly Volume (Covered Payroll)	$647,675	$647,675
Life Rate ($100)	**$0.781**	**$0.781**
Total Monthly Premium	$5,058	$5,058
Total Annual Premium	$60,700	$60,700
Annual Dollar Change		**$0**
Percentage Change		**0%**

Disclosures

NOTICE OF IMPORTANT INFORMATION RELATING TO BROKERAGE SERVICES, COMPENSATION AND PRIVACY

To Our Valued Clients:

Acentria is committed to following best practices, the highest standards of business ethics and integrity, and complying with the laws and regulations governing its operations. CSG is required to provide our clients with information about some of our legal obligations. Below are several important items of which you should be aware:

A. Acentria's Role. As you know, Acentria is your broker, not the carrier's agent, in negotiating your policy, obtaining orders and information from carriers, or providing you with a Proposal (as described below).

B. Proposal. At certain appropriate times, Acentria will provide you with a Proposal. A Proposal contains information received from carriers and is intended for illustrative purposes only and provides only summaries of the programs described.

C. General Information. To the best of Acentria's knowledge and efforts, the Proposal is truthful and correct. If discrepancies exist between the Proposal, Acentria's advice regarding a carrier's quote, and the carrier's policy, the policy issued by the carrier will govern. All products are subject to the carrier's underwriting requirements. All benefits payable are subject to the terms and conditions of the policy, including benefit durations, limitations and exclusions. Not all benefits and exclusions are covered in every state. Please consult the policy form and outline of coverage for details.

D. Carrier Information. The information contained in the Proposal is provided by the named carrier(s), not by Acentria. Any errors or omissions in the information provided to Acentria by you or by the carrier are not Acentria's responsibility. If the carrier fails to provide you with any insurance coverage described in its Proposal or otherwise, then Acentria has no responsibility for any resulting damages. Similarly, Acentria assumes no liability for any claims, losses, or damages resulting from the use, inability to use, or the results of use of the carrier's Proposal or the material or information contained therein. Representations of past performance are not a guarantee that similar results will be achieved in the future. Acentria also disclaims liability for any consequential, special, incidental or indirect damages resulting from the carrier's Proposal. Acentria has no liability with respect to carrier supplied information in the Proposal.

E. Websites. The Proposal may provide references to independent websites. This information is provided solely as a convenience to you. Acentria is not responsible for the content of any of these websites

F. Broker Compensation. Acentria believes that its clients should have an understanding of how Acentria is compensated. In most cases, CSG is compensated by fees paid by the client and/or by commissions paid directly to Acentria by the insurance carriers. A written agreement ("Broker Consulting Services Agreement") between the parties will detail the services to be provided. Compensation, in the form of commission, can range between 3% and 6% of premium for medical plans and from 5% to 15% of premium for life insurance, AD&D, dental, STD and LTD and other ancillary lines. Commissions and fees depend upon the size and complexity of the particular account, state location(s) of risk, the services provided, insurance carriers involved and other factors. The compensation payable to CSG includes all brokerage services, insurance placements and the cost of any services selected by you and contained in either the written agreement with the client or described in the Proposal. Compensation is subject to change based upon the actual services chosen by you. In some cases, the compensation payable to Acentria is detailed in the Form 5500, in either Schedule A or Schedule C, for those clients subject to reporting for ERISA, and in the Proposal that may be delivered to you, if applicable. Schedules A/C are typically supplied directly by the carrier to Acentria's clients. Additional information on commission payments and fee schedules for any particular account will be provided upon request.

G. Pricing of Services. Acentria provides you with services related to employee benefits that are paid for out of commissions or subject to service fees. We reserve the right to make changes to these services at the policy anniversary for the associated insurance policies or in the event any such changes are required by applicable federal, state or local laws.

H. Other Compensation. Acentria also receives from carriers additional compensation, bonuses/overrides and in some cases non-monetary compensation such as travel and gratuities related to business activities. In some cases, this compensation is directly attributed to each employer or, in some cases, it is the overall block of new and renewal business that relates to Acentria's production with that carrier based on factors dictated by a carrier. Typically these factors include new business production and renewal persistency. CSG will never place its own financial interest ahead of its clients' interests in determining the best available insurance product or service for its clients.

J. Sharing of Proposal. Acentria retains all proprietary rights to material and information we develop. Except for duplicating the information for your in-house professional review, the Proposal material and information may not be reproduced, transmitted, distributed or displayed without the prior written consent of Acentria.

K. Contacting Acentria. Your questions or comments about this Notice may be directed to:

Acentria Insurance
Attn: Director of Commissions and Licensing
4634 Gulfstarr Drive
Destin, FL 32541

BILLING AND COLLECTION AGREEMENT

This Billing and Collection Agreement ("Agreement") by and among United HealthCare Services, Inc., and its subsidiaries and affiliates (collectively "UHS"), the designated service provider(s) (individually and collectively, "Service Provider") indicated on the attached Exhibit 1 to this Agreement ("Exhibit 1"), and [Bal Harbour Village] ("Customer"), sets forth the terms and conditions under which UHS will assist in the billing and collection of Service Fees from Customer, and the processing and remittance of the Service Fees to Service Provider. This Agreement is effective as of [10/01/2023] (the "Effective Date").

RECITALS

Customer has purchased certain medical insurance products ("Medical Benefit Plan(s)") from a company controlled by or under common control with UHS including, without limitation, UnitedHealthcare Insurance Company (each, an "Affiliate").

Customer and Service Provider represent that they have entered into one or more valid agreements under which Service Provider agrees to provide services to assist Customer with its benefit plan (individually and collectively, "Service Agreement") in return for agreed upon compensation to be paid by Customer ("Service Fee").

Customer and Service Provider acknowledge that UHS is not a party to the Service Agreement.

Customer and Service Provider have requested that UHS bill Customer for the monthly Service Fee on the Service Provider's behalf, and incorporate the Service Fee bill into the Medical Benefit Plan(s) bill for the Customer's administrative ease.

Customer, Service Provider, and UHS acknowledge and agree that the Service Fee is not part of the premium charged for any Medical Benefit Plan offered by an Affiliate and is not a required contingency of obtaining the coverage purchased by Customer.

UHS agrees to provide the billing services described herein in reliance upon and subject to the aforementioned recitals and terms and conditions set forth below.

TERMS AND CONDITIONS

Section 1: Rights and Responsibilities.

A. Responsibility of UHS:

1. UHS agrees to bill Customer for the Service Fee identified in Exhibit 1 on a monthly basis and incorporate this billing with the premium bill for the Medical Benefit Plan(s) purchased by the Customer during the Term.
2. UHS agrees to forward or transmit any collected Service Fee to the appropriate Service Provider (as outlined in Exhibit 1) within 60 days of receipt of the Service Fee from Customer.

B. Responsibilities of Customer:

1. Customer agrees to pay the Service Fee at the same time as payment is made for the premium for the Medical Benefit Plan(s) included on the same invoice.
2. Customer agrees to notify UHS immediately of the termination of any one or more Service Agreement.
3. Customer shall take all steps necessary to recover from Service Provider any overpayment of the Service Fee which is due to Customer's error.
4. Customer agrees that it is responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.

C. Responsibilities of Service Provider:

1. Service Provider agrees to notify UHS immediately of any change in the contractual relationship between it and the Customer that would impact the Service Fee payment.
2. Service Provider agrees to return to UHS any Service Fee overpayments that occur as a result of a processing error by UHS within thirty (30) days of UHS's request for such repayment.
3. Service Provider agrees that UHS is not responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.
4. Service Provider acknowledges and agrees that it is solely responsible for determining what licenses (state, local or otherwise) are required for it to perform the services described herein and/or in the Service Agreement, and for obtaining such licenses and maintaining them in good standing throughout the Term.

Section 2: Payments and Adjustments.

A. All parties agree to promptly notify the others upon becoming aware of an incorrect payment amount, and to promptly remit any amounts overpaid.
B. If the amount Customer pays to UHS for both Service Fee and premium related to the Medical Benefit Plan(s) purchased by Customer is less than the amount billed by UHS, the amount forwarded to the Service Provider will vary in direct proportion to the difference in the amount paid compared to the amount billed. This variation will apply regardless of the basis used for calculating the Service Fee, including a percent of premium, a set amount per enrolled employee, per month, or a set dollar amount per month.
C. UHS may recover overpayments from Service Provider by offsetting the overpayment against any other compensation due to Service Provider by UHS.
D. Service Fees will be subject to garnishments and any other legal attachments as required by a legal court order or similar action.
E. The Service Fee amount may be modified on a prospective basis only. UHS must be informed of the change in writing, including the date that the change will be implemented (which must be at least 30 days from the date of such notice to UHS). UHS will notify Customer and Service Provider in writing that it will implement the change on the date requested; provided, however, that UHS has the right to designate a date subsequent to the date requested if, in its reasonable judgment, UHS believes that such a delay is necessary.

Section 3: Amendments.

A. UHS may amend the terms and conditions of this Agreement, except for terms and conditions related to the amount of the Service Fee, at any time by notifying Customer and Service Provider of the change in writing at least 30 days prior to the effective date of the change.
B. Customer may request a change to the amount of the Service Fee subject to the requirements contained in Section 2(E) above.
C. All other amendments to the provisions of this Agreement, not addressed by 3(A) or 3(B) above, must be set forth in writing and signed by an authorized representative of each party to this Agreement.

Section 4: Term and Termination.

This Agreement is effective on the Effective Date and shall continue until terminated as set forth in this Section 4 (the "Term").

A. Customer may terminate the Agreement at any time, for any reason (or no reason), by providing written notice of such termination; provided, however, that if the termination does not specify an effective date at least 30 days in the future, Customer acknowledges and agrees that such termination will be effective up to 30 days following UHS's receipt of such notice. Unless otherwise specifically so stated, notice that the Customer has elected to work with a different Service Provider shall be considered to be effective notice of the termination of this agreement.
B. UHS and Service Provider may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination at least 60 or more days before the effective date of the termination.
C. UHS may terminate this Agreement immediately, upon written notice to Customer and Service Provider, if UHS is made aware that responsibilities and duties called for herein are no longer legally permissible.
D. This Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of the cancelation or termination of the last of the Medical Benefit Plan(s) purchased by Customer from an Affiliate then in existence.
E. In addition, this Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of a subsequently executed Billing and Collection Agreement by and between UHS, Customer and any service provider (whether the same Service Provider named in Exhibit 1 or not).
F. Notwithstanding the foregoing, the provisions of this Agreement which, by their nature, are intended to survive beyond the termination of this Agreement shall survive such termination, including, but not limited to, Sections 1(B), 1(C), 2(A), 2(C), 2(D), and 5.

Section 5: Additional Customer and Service Provider Acknowledgments and Approvals.

A. Customer understands that UHS may compensate Service Provider for the sale, service and retention of Medical Benefit Plans and that the Medical Benefit Plan(s) purchased by Customer may, if eligible, be taken into account in the calculation of any bonus or override program offered by UHS to Service Provider. Eligibility for such bonus and/or override programs is determined by UHS based on a number of factors including, but not limited to, state-specific regulatory requirements.
B. By executing this Agreement below, Customer represents that either the payment of a bonus and/or override by UHS, as described in 5(A) above, does not create a conflict of interest or, to the extent of any apparent conflict, it is understood and hereby waived by Customer.

C. Customer and Service Provider acknowledge and agree that the Service Fee may be deposited by UHS in an account with other funds collected by UHS in the normal course of business. All available funds may be invested in short-term instruments shortly after deposit into this account (typically once per day) which can earn interest income at market rates. By way of example only, the applicable second quarter, 2013 market interest rates were 0.23% in April, 0.22% in May, and 0.20% in June, which is fairly standard for market rates. With relation to utilization for such short-term investments, Service Fees are generally treated like all other funds collected by UHS in the normal course of business so long as in UHS's possession. Service Fees are in UHS's possession for a period of approximately 30 to 60 days under normal circumstances prior to being forwarded to the Service Provider as discussed elsewhere in this Agreement. The payer of any interest received by UHS on Service Fees as the result of such short-term investment activity will be the sponsor of the relevant investment vehicle. UHS retains interest earned on the Service Fees while in its possession as consideration for UHS's services under this Agreement.

D. Service Provider acknowledges that UHS has no obligations to Service Provider to collect amounts owed to it by Customer other than those expressly set forth in this Agreement.

E. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter addressed herein and entirely and completely supersedes, voids and replaces all agreements, negotiations, understandings and representations (whether written or oral) in existence between the parties as of the Effective Date and relating to the same subject matter.

F. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. A signature by facsimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed shall be as good and binding as an original signature.

Signatures: Through the signature of their respective authorized representatives, the parties hereby agree to the terms and conditions of this Agreement.

For Customer:

Ramiro Inguanzo
Signature – Authorized Representative of Customer

Ramiro Inguanzo
Printed Name

Asst. Village Manager
Title

9/27/2023
Date

For Service Provider:

Signature

Lloyd F. Rhodes
Printed Name

SSN/TIN

Vice President
Title

Date

For UHS:

Amy Diaz
Signature – Authorized Representative

Amy Diaz
Printed Name

Account Executive
Title

8/15/23
Date

For Service Provider (if more than one):

Signature

Printed Name

SSN/TIN

Title

Date

BILLING AND COLLECTION AGREEMENT

EXHIBIT 1

This Section To Be Completed By Customer

Customer Name: [_Bal Harbour Village_]

Service Agreement Effective Date: [October 1, 2023]

Designation of Service Provider(s): Note: If more than two Service Providers are designated, please complete two versions of Exhibit 1 and provide relevant information for additional Service Providers on such additional Exhibits.

Designated Service Provider (Person or firm that will receive Service Fee): [_The Rhodes Insurance Group dba Acentria Public Risk_]	**Designated Service Provider (Person or firm that will receive Service Fee):** [_____]
Service Provider Representative Responsible for Customer's Account: [Lloyd F. Rhodes	**Service Provider Representative Responsible for Customer's Account:** [_____]
Service Provider Address: [1263 E. Las Olas Blvd. Ste. 205 Ft. Lauderdale, FL 33301 _____]	**Service Provider Address:** [_____]

PLEASE NOTE THAT THE INFORMATION CONTAINED IN THE BOX ABOVE MAY BE CHANGED PERIODICALLY BY UHS AS DIRECTED. ANY OTHER ALTERATIONS TO THE TOP HALF OF THIS FORM MUST BE INITIALED BY THE CUSTOMER TO DOCUMENT CONSENT TO THE CHANGE.

Please check only one of the following Service Fee payment methods and indicate the **TOTAL** rate to be paid.

[X] **Percentage of Medical Premium** [3.09] % ***This option is not available for Ohio policies (use PEPM).***
(Please be advised that, unlike commissions, the Service Fee is not a component of premium.)

[_] **Per Employee Per Month (PEPM)** $ [_____] .00

IF MORE THAN ONE SERVICE PROVIDER IS LISTED ABOVE, PLEASE INDICATE **WITH SPECIFICITY** HOW THE TOTAL FEE SHOULD BE DIVIDED BETWEEN THE SERVICE PROVIDERS: _____

[X_] Check here if the Designated Service Provider and Service Provider Representative named above are to be designated as the Agent of Record and Writing Agent, respectively, of all of the Customer's non-medical lines of coverage. Checking this box will replace the existing Agent of Record and Writing Agent for those lines of coverage. If more than one Service Provider is designated above, please indicate with specificity which, if any, non-medical lines of coverage should have changes to the currently designated Agent of Record:

_____

_____

Signature (Authorized Representative of Customer): _____

Name (Printed) [Ramiro Inguanzo] **Title** [Asst. Village Manager] **Phone** [(305) 993-7312]

For Internal Use Only (To be Completed By United HealthCare Services, Inc.)

UNET / BASICs Platform: *Please use "All" or list policies / state(s) covered by this specific agreement.

Payee / Producer ID:_____ Policy #: *_____

WA CRID:_____ Base / Situs State:_____

Customer #:_____ Agreement State*:_____

Oxford / Pulse Platform:

Payee Code:_____ Group #:_____

WA Code:_:_____ Base / Situs State:_____

FACETs Platform (RV/NHP):

Payee CRID:_____ Base / Situs State:_____

Arrangement ID*:_____ Agreement State:_____

West Coast / Nice Platform: (Requests for multiple payees and the amount to be paid to each should be listed out and attached)

Payee ID #_____ Payee Name_____

Writing Agent ID#_____ Writing Agent Name_____

All Group #s Covered by Agreement*: _____

*Please circle the group# that the service fee will be billed to.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE PURCHASE OF A TRACTOR FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF FORTY-SEVEN THOUSAND SEVEN HUNDRED AND EIGHTY-SIX DOLLARS ($47,786); AND APPROVING THE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND THIRTY-SIX DOLLARS ($237,536); AND APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND FIVE HUNDRED AND FORTY-SIX DOLLARS ($58,546).

Issue:

Should the Council approve the purchase of a tractor in the amount of $47,786 and approve the purchase of three (3) vehicles for $237,536 for the Public Works and Beautification; and approve the purchase of one (1) vehicle for the Building Department in the amount $58,546?

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 three (3) Public Works and Beautification Department (PWB) Vehicles with high water and emergency response capabilities. The PWB is also recommending the purchase of a tractor to be utilized for the maintenance of the Village's walking paths along the beachfront. In addition, the purchase of a high-water vehicle for the Building Department is recommended to offer more flexibility for the logistical needs associated with a support assignment during a disaster or emergency response.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$170,476	Machinery & Equipment – Resort Tax Beautification	10-53-506400
	$114,846	Machinery & Equipment – Utility Fund	40-36-506400
	$58,546	Machinery & Equipment –Building Department	01-24-506400

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 15, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A TRACTOR FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF FORTY-SEVEN THOUSAND SEVEN HUNDRED AND EIGHTY-SIX DOLLARS ($47,786); APPROVING THE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND THIRTY-SIX DOLLARS ($237,536); APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND FIVE HUNDRED AND FORTY-SIX DOLLARS ($58,546); 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 three (3) Public Works and Beautification Department (PWB) Vehicles with high water and emergency response capabilities. The PWB is also recommending the purchase of a tractor to be utilized for the maintenance of the Village's walking paths along the beachfront. The analysis also identified the need to replace a vehicle in the Recreation, Arts and Culture Department (RAC). In order to accomplish this a high-water vehicle currently assigned to the Building Department will be transferred to the RAC Department. This necessitates the purchase of a vehicle for the Building Department to replace the transferred vehicle.

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.

ANALYSIS

An analysis of the benefits of purchasing versus leasing these vehicles and equipment was conducted. In case of the Building Department and Public Works and Beautification Department vehicles, the benefits of purchasing outweigh the costs associated with leasing. The purchase 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. The respective Village departments will also be auctioning off surplus vehicles once the replacement vehicles are received and put into service.

Public Works and Beautification Department

The Public Works and Beautification Department has three (3) GMC Sierras that are over ten (10) years old. In an effort to increase the emergency response capabilities of these vehicles, The Public Works and Beautification Department Director is recommending replacing these vehicles with two (2) Ford F-150's and a Ford F-450 with a Utility Body. The Ford F-150's will be equipped with a lift kit that provides an additional three (3) inches of ground clearance for high water events. The Ford F-450 will be equipped with a Knapheide Aluminum Enclosed Service Body as well as a diesel engine. The diesel engine will provide the additional torque needed to haul debris trailers during emergencies. The service body will allow the Utility Lead to carry all the required tools within the vehicle, as well as create a workspace for repairs made in the field. This improves the current condition of having to return to the Operations Building for any tools that are needed. All emergency equipment will be installed by the dealer and is included in the purchase price.

These vehicles will be purchased for a total cost of $237,536. The F-150's will cost $61,345 each. The F-450 will have a cost of $114,846. This pricing is inclusive of all emergency equipment and extended five (5) year warranties.

Additionally, The Public Works Director is recommending in order to become more pro-active in the maintenance process, the Department is recommending the purchase of an agricultural tractor, along with the suggested attachments, to enable Village staff the ability to add coquina with less difficulty, drag and level the walking paths on a more consistent schedule, and without having to rent the machinery at a higher cost over time.

The proposed tractor and front loader will be equipped with a 72-inch bucket and a 60-inch box blade. The 72-inch bucket will enable staff to spread coquina sand quickly and efficiently while also supporting debris removal along the beach path. The 60-inch box blade will be used not only to level the path but also to break up compacted sand, enhancing drainage and restoring proper surface conditions after rain events. Adding this equipment will significantly improve our ability to perform the frequent grooming required, as coquina sand tends to compact rapidly. The tractor will be purchased for $47,786.

Funding for these three (3) purchases will be provided through a combination of proposed FY 2027 budget as well as fund balance use in the Resort Tax Fund and Utility Fund, respectively.

Building Department / Recreation, Arts and Culture Department

The Building Department currently has a 2025 Ford F-250 4X4 pickup truck that is equipped with a winch. The RAC Department needs to replace a 2014 Ford F-150 that has reached the end of its useful life. The capabilities of the 2025 F-250 are more suited to the needs of the RAC. As such, this vehicle will be transferred to the RAC, and a replacement vehicle needs to be purchased for the Building Department.

The recommended vehicle purchase for the Building Department is a Ford F-150. This Ford F-150 will also provide approximately two (2) additional inches of ground clearance over a Ford Explorer. Additionally, the pick-up truck configuration offers more flexibility for the logistical needs associated with a support assignment during a disaster or emergency response which will usually include carry supplies for personnel. The Ford F-150 is equipped with a 3.5-liter Eco-boost engine which provides for increased 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. The total cost for this vehicle will be $58,546. Funding for this purchase will be provided through fund balance use in the General Fund.

Vehicle Pricing

All pricing for vehicles and emergency equipment is in accordance with the Florida Sheriffs Association Contract FSA 25VEL-33. The tractor will be purchased from Kelly Tractor under Florida Sheriffs Association Contract FSA 23-EQU21.1. 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 vehicles for the Building Department and Public Works and Beautification Department will also expand our ability to respond to natural disasters involving high water levels along with the pick-up in the Building Department. The tractor being purchased for Public Works and Beautification will provide an additional tool to maintain the beautiful environment of our beach paths.

CONCLUSION

The approval of this item will also continue to put the Village in better position to respond to high-water events within our community. The Building Department vehicle is a replacement for a vehicle that was transferred to the RAC. The vehicles for the Public Works and Beautification Department are also replacements with an increased high water response capability. The tractor will provide an additional resource for the maintenance of our beach paths

Given the need for these vehicles, I recommend approval of this item.

Attachments:

1. Duval Ford Price Quote – 2027 Ford F-450 4x4 & 2027 Ford F-150 (2)- Public Works and Beautification Department
2. Kelly Tractor Supply Price Quote – Public Works and Beautification Department
3. Duval Ford Price Quote – 2027 Ford F-150 4x4 & 2027 Ford F-150 (1)- Building Department

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A TRACTOR FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF FORTY-SEVEN THOUSAND SEVEN HUNDRED AND EIGHTY-SIX DOLLARS ($47,786); APPROVING THE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND THIRTY-SIX DOLLARS ($237,536); APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND FIVE HUNDRED AND FORTY-SIX DOLLARS ($58,546); 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 two departments; and

WHEREAS, Public Works and Beautification ("Public Works") staff identified the need to purchase a tractor for the maintenance of its beach paths at a total cost of $47,786; and

WHEREAS, Public Works is seeking to purchase three (3) vehicles as a replacement due to end of useful life of its current vehicles. The total cost for the vehicles is $237,536; and

WHEREAS, the Building Department is seeking to purchase a vehicle to be utilized for its operations and support assignments during a disaster or emergency response at a total cost of $58,546; and

WHEREAS, this Council has determined that it is in the best interest of the Village to purchase three (3) vehicles and purchase one (1) tractor for the Public Works and Beautification Department, as well as purchase one (1) high water vehicle for the Building 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 Public Works and Beautification Department of a tractor in the amount of $47,786, the purchase for the Public Works and Beautification Department of three vehicles in the amount of $237,536, and the purchase for the Building Department of one vehicle in the amount of $58,546, and are hereby approved.

Section 3. Appropriations Approved. That the FY 2026 General Fund and Resort Tax Fund Budgets be amended by $58,546 and $47,786, respectively, through the use of unappropriated fund balance to fund the purchase of one Building Department vehicle and two (2) Beautification vehicles. The remaining purchase costs will be funded through the FY 2027 Proposed Budgets for the Resort Tax Fund and Utility Fund, as applicable.

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 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

DUVAL | Ford
• Since 1916 •

Bal Harbour

QUOTE ID:	**1503JDREV4**		**Contract Holder**	**REV: 9/2/2026**
	Prepared for:		**Duval Ford**	
	Bal Harbour		**Jared Davis**	
	Kenson Prudent		**(Work) 904-388-2144**	
	kprudent@balharbourfl.gov		**(Fax) 904-387-6816**	
	786--409-8780		**jared.davis@duvalmotor.com**	
			405 Lane Avenue North	
			Jacksonville, FL 32258	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	X1L SOUTH	Item 211 F-150 XL Super Cab 4x4 X1L (includes: Power windows / Locks, Remote Entry, speed control)	$ 40,136.00	$ 40,136.00
	1	NSO: 27MY	Non-scheduled option: 2027 model year price increase	$ 784.00	$ 784.00
	1	YZ	Oxford White exterior	$ -	$ -
	1	AS	Vinyl 40/20/40 Front-Seat, Medium Dark Slate	$ -	$ -
	1	998	3.5L V6 EcoBoost® (NA 122" WB) with Auto Start-Stop Technology	$ 2,209.00	$ 2,209.00
	1	18B	Platform type Black Running Boards. With Hybrid 104a Package, these are na. Must add Chrome (18c) Step bars at $634.00 [Updated October 2025]	$ 249.00	$ 249.00
	1	534	Complete Trailer Tow Package – Includes [53t Tow Haul] where applicable, Dealer installed hardware package with 2" ball, ball mount, pin and clip. Optional six way trailer plug included when specified.	$ 1,338.00	$ 1,338.00
	1	96W	Bedliner – Tough Bed® spray-in	$ 622.00	$ 622.00
0	1	LG 1	Maxon Liftgate For Pickup, includes 2 additional Red Vertex brake lights. Steel Platform part #:C2-60-1342 Tp27,Capacity@1300 With Load Area: @ 55" X 27", Ramp @ 4" Requires (872 Camera) and (31*) Ship Thru	$ 4,140.00	$ 4,140.00
0	1	FCM	Rear Camera Relocate	$ 580.00	$ 580.00
0	1	FSL	Rear proximity sensor Relocate	$ 602.00	$ 602.00
0	1	LED PKG 14	F150 PERIMETER LIGHTING: A: (2) WHELEN [MCRNS*] w/ mcrnb1 Location: In grill B: (2) WHELEN T-Series [TSS0*]Location: On bumper	$ 884.00	$ 884.00
0	1	LIFT F150 3	Rough Country 3" Suspension	$ 6,850.00	$ 6,850.00
0	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	$ 399.00	$ 399.00
0	1	WT 150 EC4	Weather Tech Laser Cut mats FRONT AND REAR (446971V, 446975)	$ 229.00	$ 229.00
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	$ 68.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					**$ 59,215.00**
TOTAL QUANTITY		**2**		***TOTAL PURCHASE***	**$ 118,430.00**

DUVAL | Ford
• Since 1916 •

Additional Options for Consideration

QTY	CODE	Description	PRICE	SELECT
0	NFGP5100	Premium Care National Fleet Plan [Gas Engine], five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,130.00	YES / NO
0		0	$ -	YES / NO
0		0	$ -	YES / NO

DUVAL | Ford

• Since 1916 •

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

	SE F150 A	MECHANICAL		
	SE F150 B	• Bumper and Fascia, Front–Black		
	SE F150 C	• 12” Productivity Screen in Instrument Cluster		
	SE F150 D	• AdvanceTrac®w/RSC®(Roll Stability Control)		
	SE F150 E	FORD CO-PILOT360TM TECHNOLOGY • FordCo-Pilot360TM2.0		
	SE F150 F	FUNCTIONAL		

DUVAL | Ford
• Since 1916 •

Bal Harbour

QUOTE ID:	1505JDREV3	Contract Holder	REV: 9/2/2026
	Prepared for:	Duval Ford	
	Bal Harbour	Jared Davis	
	Kenson Prudent	(Work) 904-388-2144	
	kprudent@balharbourfl.gov	(Fax) 904-387-6816	
	786--409-8780	jared.davis@duvalmotor.com	
		405 Lane Avenue North	
		Jacksonville, FL 32258	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	27 F4H SOUTH	Item 43: 2027 Ford F450 4x4 Regular Cab Chassis 60" CA DRW F4H Southern Zone	$ 53,987.00	$ 53,987.00
	1	Z1	Oxford White exterior	$ -	$ -
	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	$ -	$ -
	1	99T.44G	6.7L 4 Valve OHV Power Strokebutton ® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Ten-Speed Automatic Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision (Not available w/ F3E, X3E, X3G, X4G.60CA).	$ 10,940.00	$ 10,940.00
	1	18B	Platform Running Boards	$ 318.00	$ 318.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7-way flat • Includes Tow Capacity matched Gen-Y hardware pack: Gen-Y Ball Mount, 2 5/16" Ball, pin and clip • Recommend Locking Differential , Includes (52B) electric Brake controller [Updated Dec '25]	$ 1,985.00	$ 1,985.00
	1	872	Factory Reverse Camera Kit, Ordered independently where applicable. Includes second	$ 826.00	$ 826.00
0	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1	ESB 10	9FT DRW Enclosed Service Body, Knapheide Kc108H2094, 73" Interior Heightincludes Step Bumper, Masterlock, Led Taillights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors, Solid Rear Doors For Drw 60"Ca Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 24,105.00	$ 24,105.00
0	1	NSO: AL ESB	Non-scheduled option: Upgrade to custom AKC110H2094 aluminum KUVCC body, to also include: rear access door delete, black bumper vise mount, side access aluminum doors, 500lb pull-out tray in streetside 1st vertical compartment w/ CTECH drawer unit	$ 14,247.00	$ 14,247.00
0	1		(Side access doors pictured left; rear access doors are the little squares next to the rear doors on each side)	$ -	$ -
0	2	LED PKG 18	Whelen 8 Module Traffic Advisor Dominator 8 AMBER module directional light array. Features left, right and split arrows. [DTA8A]. Wired to Upfitter switches; MOUNTED ON FRONT WALL OF ENCLOSED BODY ABOVE CAB, REAR OF ENCLOSED BODY ABOVE REAR DOORS	$ 1,513.00	$ 3,026.00
4	4	M4AS	Whelen M4s mounted on top corners of driver and passenger side of aluminum body (From Duval Ford Emergency Lights and Sirens Option Sheet on FSA25VEL-33.0)	$ 191.00	$ 1,124.00

DUVAL | Ford
• Since 1916 •

0	1	TINT2	Window Tint On Front 2 Windows Including Windshield Strip	$ 315.00	$ 315.00
0	1	IDP5100	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 3,155.00	$ 3,155.00
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	$ 68.00
		Additional Notes			
UNIT COST					$ 114,846.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 114,846.00

KELLY TRACTOR CAT

Kelly Tractor Co.
Serving the Industry Since 1933

ktccat@kellytractor.com
www.kellytractor.com

KELLY TRACTOR
Agriculture Division

MASSEY FERGUSON

August 19, 2026
Village of Bal Harbour
Attn: Kenson Prudent

REF: Florida Sheriff's Association Contract quote.
Term: October 1, 2025 – September 30, 2026
Contract: FSA23-EQU21.1, Equipment
TRACTOR: Agriculture Tractor - 4x2
Item: 435, Massey Ferguson 1M.40H

POWER TRAIN

• Engine: 39.4 Gross HP Iseki 3-Cylinder liquid cooled Diesel, 1.83 L Direct Injection, Naturally Aspirated and Intercooled, Electronic Engine Control
30.0 PTO HP @ 2600 RPM - Shuttle
27.9 PTO HP @ 2600 RPM - Hydrostatic
Emission Standard Category: Tier 4F
Exhaust Gas Recirculation (EGR)
Diesel Oxidation Catalyst (DOC)
Regenerating Diesel Particulate Filter (DPF)
• Dual Element Dry Type Air Cleaner
• Transmission:
12F/12R Power Shuttle with 4 Synchronized Gears and 3 Ranges.
• Servo-HST Electronic Hydrostatic Transmission with 3 Ranges, Cruise Control, Stall Guard, Max Speed Control and Response Control
• Sealed Wet Disc Brakes
• Pedal Operated Rear Differential Lock
• PTO: Rear - 540 RPM Independent Electro Hydraulic Mid - Optional 1916 RPM Independent

HYDRAULIC SYSTEM

• 3-Point Hitch Cat I with Position Control Standard, Draft Control Optional
• Lift Capacity @ 24 inches - 2,535 lb (1150 kg)
• Telescopic Stabilizers • Telescopic Draft Link Ends
• Dual Engine Driven Gear Pump
• Flow at Remotes 12.6 GPM (47.8 LPM)
• Hydrostatic Power Steering
• One Rear Remote Valve Standard on Cab Models, up to 3 Possible. Loader Joystick Standard

INSTRUMENTS

• Combination Digital and Analog Front Dash Display
• Tachometer and Hour Meter
• Temperature and Fuel Gauges
• 4wd Engagement Indicator
• Warning Lights: High Beam Indicator, Engine Oil Pressure, PTO Engagement, Battery Charge (alt) Indicator, Glow Plug Indicator and Flasher Indicators
• Key Operated Electronic Fuel Shutoff and Glow Plug Control

OTHER STANDARD FEATURES

• ISO Mounted Flat Platform w/Molded Rubber Floor Mat
• One Piece Tilt-up Hood
• 3 Position Tilt Steering
• Premium Adjustable Suspension Seat with Arm Rest • 2 Post Folding ROPS and Retractable Seat Belt
• Turn Signals, Flashers, Tail Lights and SMV Emblem
• 4 Headlights • Back up Alarm Wiring
• Auto Throttle Disengagement

CAB FEATURES

• Heating and Air Conditioning • Mobile Phone Holder
• Speakers, Radio Ready • Radio Antenna
• Front and Rear Wiper / Washer • 2 Front Work Lights
• 2 Rear Work Lights • Rear and Side opening Windows
• Right and Left Entry Doors • Right and Left External Mirrors • Premium Digital Display w/Ground Speed (HST Only), Engine Coolant, Temperature, Fuel Level and Diagnostic Readout • 12V Power Outlet, External Access on Right Engine Hood
• ROPS Certified • Recirculation Filter

FL.2611 LOADER

• One-Piece Main Frame with Tapered Arms and Single Cross Member
• Quick Attach Loader Frame Mount with Pin Lock
• Built-in Parking Stands
• (2) 2.36 inch Double Acting Lift Cylinders
• (2) 2.36 inch Double Acting Bucket Cylinders
• Hydraulic Lines Routed In side Main Frame for Protection and Visibility
• 3rd Function Capable, Soft-Drive Capable
• Galvanized Steel Bushings with Recessed Grease Points
• Universal Skid Steer Tool Carrier
• Grille Guard Standard • Lift Capacity to Full Height at Pivot Pins: 1,870 lbs
• Lift Capacity 19.5" For ward of Pins: 1,380 lbs • Break out Force at Pivot Pins: 2,950 lbs
• Rated Hydraulic Pres sure: 2,277 PSI • Maximum Roll Back Angle: 42 Degrees • Dump Angle: 55 Degrees

KELLY TRACTOR CAT

Kelly Tractor Co.
Serving the Industry Since 1933

ktccat@kellytractor.com
www.kellytractor.com

KELLY TRACTOR
Agriculture Division

MASSEY FERGUSON

August 19, 2026
Village of Bal Harbour

NON-SPECIFIED MODEL AND OPTIONS

72530840	4WD Deluxe Cab Tractor with Hydrostatic Transmission Includes: 1 Rear Hydraulic Remote Valve and Factory Installed Joystick with Mid-Coupler, Air Ride Seat, Radio BT/CD/MP3, LED Work Lamps, Rear Defrost, Brake Lamps, Mesh Storage Pocket, Scissor Sun Visor	$42,978
ACX2863290	FL.2611 Loader Package, Skid Steer Attach Includes: Mounting Kit, Grille Guard, Hose Kit and Bucket Level Indicator	$4,644
72530698	FL.2611 English Loader Operator Manual	N/C
72530794M	4WD Industrial Tires: Front: 10-16.5 NHS 6P 4WD Industrial Rear: 17.5L-24 6P R4 4WD Industrial	$2,853
72533148ML	72-inch Skid Steer Bucket	$676
72530810M	English Operator's and Safety Manual	N/C
	Non-Specified Options List Price Total	$ 51,151
	Less 10% contract Discount	$ -5,115
	Non-Specified Options Contract Total	**$ 46,036**
	Contract Price	**$46,036**
	Woods® BS60.20 Box Scraper 60in	$ 1,400
	Woods® TQH1 CAT 1 Quick Attach	$ 350
	QUOTE GRAND TOTAL	**$47,786**

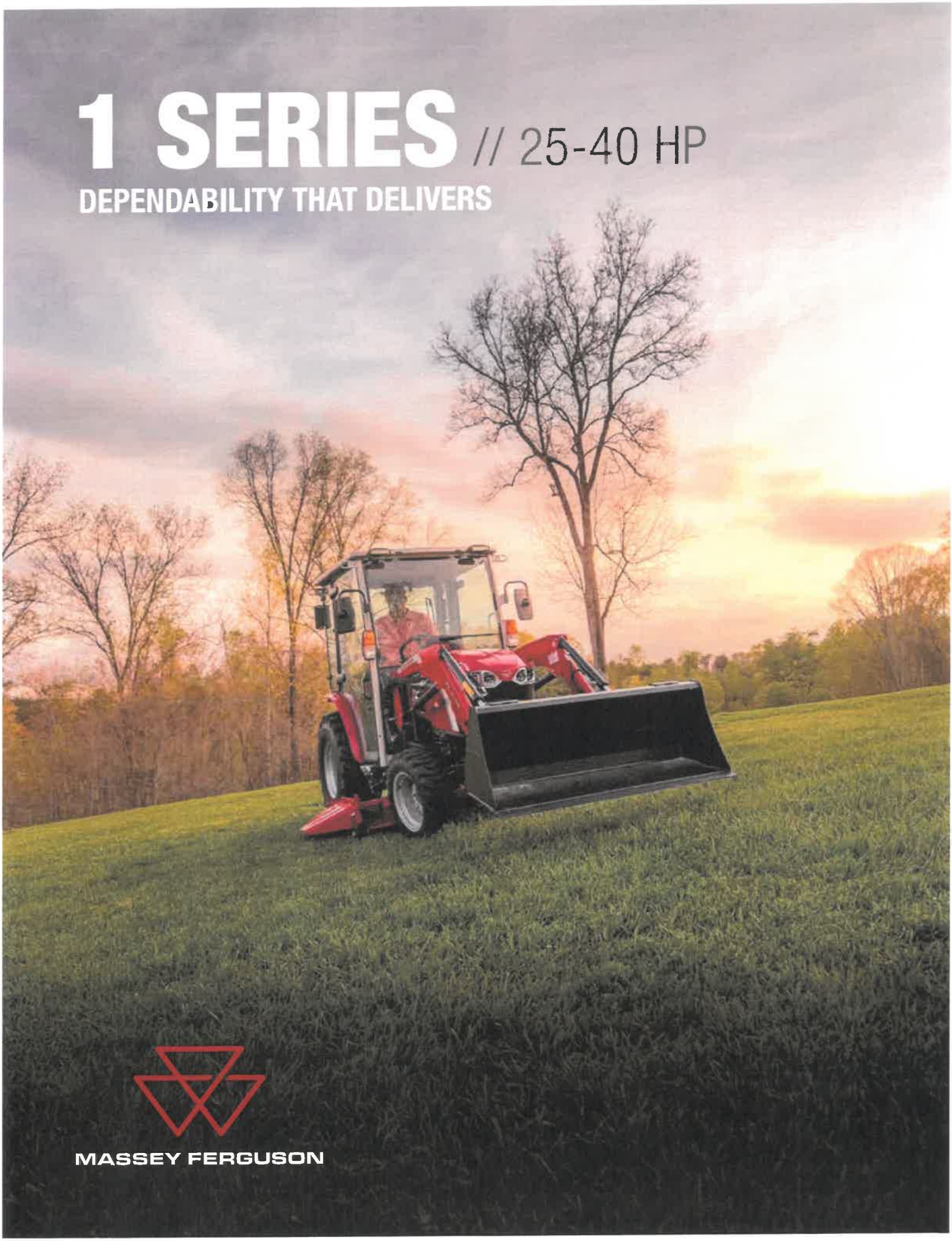
Option: Rust Defense® Undercoating…add $2,300

FOB: City of Bal Harbour
Thank you for consideration of our product.
Quote is valid through September 30th, 2026

Greg Bennett
Governmental Sales
Office 305-592-5360
Direct 786-579-2651
Cell 786-229-7037
greg_bennett@kellytractor.com
www.kellytractor.com/Governmental

1 SERIES // 25-40 HP

DEPENDABILITY THAT DELIVERS



MASSEY FERGUSON

1M // 25-40 HP
PREMIUM COMFORT

The Massey Ferguson 1M Series is a modern, compact tractor lineup built for tough performance and steady, efficient operation across property, municipal and grounds care work. Its efficient three-cylinder engine delivers strong torque with reduced fuel consumption. An available airconditioned cab, intuitive controls, adjustable steering and wide open visibility keeps you comfortable and in command.

CONFIDENT CONTROL

With precision-tuned controls, smooth hydrostatic or shuttle transmission options, and an ergonomic layout, operators of any skill level can work confidently and efficiently.

ALL-DAY COMFORT

Designed for all-day use, the M Series features an upgraded seat with superior cushioning and air suspension for unmatched support on tough jobs.

COMMERCIAL-GRADE STRENGTH

Enjoy robust hydraulics and a reinforced frame to take on commercial-grade, high-demand workloads with ease.

CONVENIENT FUELING

Ground accessibility to the fuel tank saves you time and effort, making fill-ups quicker, safer and more convenient.

VERSATILITY THAT WORKS ALL YEAR LONG

Compatible with 60" or 72" mid-mount mowers, 3-point finishing mowers, front-mounted snow blowers, front loaders and backhoes, making it a true multipurpose machine for all-season performance.

IMPLEMENTS & ATTACHMENTS

ULTIMATE VERSATILITY

Built for adaptability, our lineup is designed to handle a wide range of tasks with ease. From daily jobs to specialized work, there's a Massey Ferguson tractor engineered to fit your operation.

1. Box Blades
2. Seeders
3. Loaders
4. Pull-behind Mowers
5. Cab
6. Snowblowers
7. Mower Decks

AVAILABLE ON BOTH 1E & 1M SERIES

EXCLUSIVELY AVAILABLE ON THE 1M SERIES

AT A GLANCE

FIND THE TRACTOR THAT HELPS YOU GET MORE DONE

SERIES	PRIMARY APPLICATIONS	PROPERTY TYPE	HP RANGE	COMFORT SCALE
1M	Property Management Commerical Landscaping Contract and Government Work	Large Property to Small Farm 5-20+ acres	25-60 HP	●●●●
1E	Landscaping Property Management Material Handling Small Livestock Hay Production	Midsize to Large Property 5-20 acres		●●◐○

	1M			1E		
	MF 1M.25	MF 1M.35	MF 1M.40	MF 1E.25	MF 1E.35	MF 1E.40
Cab Options						
Platform	•	•	•	•	•	•
Full Cab	•	•	•			
Mid Mount Mowers						
1506	•					
1705		•	•			
Backhoes						
BH3222				•	•	•
CB75	•	•	•			
Loaders						
FL2407X				•	•	•
FL2611		•	•			
FL.2106	•					
Snow Blowers						
SB1270	•					
SB1828		•	•			
Rotary Cutters						
BF4.30	•			•		
BF5.20	•	•	•	•	•	•
BF6.20		•	•		•	•
Finish Mowers						
TK60.40	•	•	•	•	•	•
TK72.40	•	•	•	•	•	•
TK84.40		•	•		•	•
Box Blades						
BS60.20	•	•	•	•	•	•
BS72.20		•	•	•	•	•
Tillers						
RT60.40	•	•	•	•	•	•
RT72.40		•	•		•	•

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

		MF 1M.35	MF 1M.40	MF 1E.25	MF 1E.35	MF 1E.40
ENGINE		Iseki 1.83L, 3-cylinder diesel		Iseki 1.49 L, 3-cylinder diesel	Iseki 1.83 L, 3-cylinder diesel	
Rated Engine Power @ 2600 rpm	HP (kW)	36.2 (27.0)	39.4 (29.4)	24.0 (17.9)	34.5 (25.7)	39.4 (29.4)
PTO Power @ 540 rpm	HP (kW)	Mech: 27.5 (20.5) HST: 25.7 (19.2)	Mech: 30.0 (22.4) HST: 27.9 (20.8)	Mech: 20.4 (15.2) HST: 19.2 (14.3)	Mech: 29.2 (21.8) HST: 27.6 (20.6)	Mech: 33.5 (25.0) HST: 31.5 (23.5)
Aspiration		Turbocharged		Natural		Turbocharged
Emissions Control		Exhaust gas recirculation (EGR), diesel oxidation catalyst (DOC), diesel particulate filter (DPF)		None	Exhaust gas recirculation (EGR), diesel oxidation catalyst (DOC), diesel particulate filter (DPF)	
Fuel Tank Capacity	gal. (L)	10.6 (40)		10 (38)		
TRANSMISSION						
Hydrostatic		3-range hydrostatic transmission, Servo-HST, electronically controlled		8x8 synchro shuttle with mechanical shuttle lever		
Mechanical		12x12 power shuttle with electronic shuttle lever		3-range HST with mechanically controlled foot pedal		
HITCH AND HYDRAULICS		Open center, two gear-type pumps for steering and 3-point remotes		Open center, two gear-type pumps for steering and 3-point remotes		
Steering Flow	GPM (LPM)	7.0 (26.5)		3.6 (13.8)	3.8 (14.3)	
Implement Flow	GPM (LPM)	12.6 (47.8)		7.3 (27.6)	7.6 (28.9)	
3-Point-Hitch Type		Cat 1		Cat 1		
3-Point-Hitch Lift Capacity (At Lift Points)	lbs. (kg)	2,800 (1,270)		2,205 (1,000)		
3-Point-Hitch Lift Capacity (24 in. Behind Lift Point)	lbs. (kg)	2,535 (1,150)		1,598 (725)		
PTO						
Type		Independent with SoftStart electronic modulation		Mech: Independent HST: Transmission		

DIMENSIONS

		MF 1M.35	MF 1M.40	MF1E.25	MF1E.35	MF 1E.40
Overall Length	in. (mm)	122.0 (3,100)		116.5 (2,960)		
Minimum Width	in. (mm)	67.5 (1,715)		52.4 (1,330)		
Overall Height	in. (mm)	ROPS: 99.2 (2,520), Cab: 91.3 (2,320)		97.6 (2,480)		
Ground Clearance	in. (mm)	14.4 (365)		11 (280)		
Base Weight	lbs. (kg)	ROPS: 3,472 (1,575), Cab: 3,858 (1,750)		2,668 (1,210)	Mech: 2,888 (1,310), HST: 2,943 (1,335)	

*Specifications are manufacturer's estimates at time of publication and are subject to change without prior notification.

FOR MORE INFORMATION, SCAN HERE:

DUVAL | Ford
• Since 1916 •

Bal Harbour

QUOTE ID:	2218JDREV1	Contract Holder	REV: 9/2/2026
	Prepared for: **Bal Harbour** **Kenson Prudent** **kprudent@balharbourfl.gov** **786--409-8780**	**Duval Ford** **Jared Davis** **(Work) 904-388-2144** **(Fax) 904-387-6816** **jared.davis@duvalmotor.com** **405 Lane Avenue North** **Jacksonville, FL 32258**	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	W3L SOUTH	Item 212 F-150 XLT Crew Cab 4x4 W3L (includes: Power windows / Locks, Remote Entry, speed control)	$ 43,535.00	$ 43,535.00
	1	NSO: 27MY	Non-scheduled option: 2027 model year price increase	$ 1,329.00	$ 1,329.00
	1	YZ	Oxford White exterior	$ -	$ -
	1	CS	Medium Dark Slate, cloth interior, 40/20/40, column shifter	$ -	$ -
	1	998	3.5L V6 EcoBoost® (NA 122" WB) with Auto Start-Stop Technology	$ 2,209.00	$ 2,209.00
	1	18B	Platform type Black Running Boards. With Hybrid 104a Package, these are na. Must add Chrome (18c) Step bars at $634.00 [Updated October 2025]	$ 249.00	$ 249.00
	1	534	Complete Trailer Tow Package – Includes [53t Tow Haul] where applicable, Dealer installed hardware package with 2" ball, ball mount, pin and clip. Optional six way trailer plug included when specified.	$ 1,338.00	$ 1,338.00
	1	96W	Bedliner – Tough Bed® spray-in	$ 622.00	$ 622.00
0	1	LED PKG 2	F150 PERIMETER LIGHTING: AMBER/WHITE A: (2) SOUNDOFF: mPower 4" EMPS2QMS4*] w/ mcrnb1 Location: in grill B: (2) SOUNDOFF: mPower 4" [EMPS2QMS4*] Location: (A) On bumper	$ 1,053.00	$ 1,053.00
0	1	LED PKG 4	F-150 INTERIOR LIGHTBAR: [Updated October 2025] a: (1) SOUNDOFF: nFORCE interior lightbar front AMBER/WHITE b: (1) SOUNDOFF: M Power Traffic Advisor (rear) AMBER/WHITE c: (1) SOUNDOFF: Console nERGY 400 series siren ETSA484CSR Location: In cab d: (1) SOUNDOFF: 100J Series composite speaker ETSS100J Location: behind grille	$ 3,643.00	$ 3,643.00
0	1	NSO: SS CREDIT	Non-scheduled option: Substitute Siren controller for standard 6-switch controller, remove speaker and bracket	$ (150.00)	$ (150.00)

DUVAL | Ford
• Since 1916 •

0	1	RTX F150 A	Retrax OneMX retractable bed cover for 5.5 bed (60378) 1. One-piece aluminum-reinforced polycarbonate construction 2. Devoid of hinges, joints, or slats for superior longevity 3. Sleek matte black powder coat finish on aluminum components 4. Low-profile design with flush-mount canister 5. Durable aluminum tracks and rails 6. Sealed ball bearing rollers provide effortless operation—no moving parts to jam, freeze or fail 7. Weather-resistant design and integrated drain tubes route water outside of the bed 8. Key-lockable latch offers unparalleled security 9. Locks in any position for maximum versatility 10. Spiral track system minimizes wear and tear 11. 200-lb. weight capacity (evenly distributed) 12. Simple clamp-on installation 13. American-made 14. Limited lifetime warranty | Prorated after 1 year	$ 1,767.00	$ 1,767.00
0	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	$ 399.00	$ 399.00
0	1	WT 150 CC4	Weather Tech Laser cut floor mats FRONT AND REAR(446971V, 446974)	$ 229.00	$ 229.00
0	1	NFGP5100	Premium Care National Fleet Plan [Gas Engine], five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,130.00	$ 2,130.00
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	$ 68.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 58,546.00
TOTAL QUANTITY		1		*TOTAL PURCHASE*	$ 58,546.00

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; HONORING THE LIFE, LEGACY, AND SERVICE OF RABBI SHOLOM DOVBER LIPSKAR; AUTHORIZING THE ADDITION OF RABBI SHOLOM DOVBER LIPSKAR'S NAME TO THE PLAQUE AT FOUNDERS CIRCLE HONORING INDIVIDUALS WHO HAVE MADE SIGNIFICANT CONTRIBUTIONS TO BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the addition of Rabbi Sholom Dovber Lipskar's name to the plaque at Founders Circle in recognition of his longstanding service and contributions to Bal Harbour Village?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Founders Circle was dedicated to honor individuals who made significant contributions to Bal Harbour Village. In connection with the Village's 80th Anniversary, improvements were made to Founders Circle, including a monument designed with space for additional names so the Village may continue recognizing distinguished community members. Rabbi Sholom Dovber Lipskar served the Bal Harbour community for more than four decades as a spiritual and community leader, founder of The Shul of Bal Harbour, and longtime Village Police Chaplain. The proposed Resolution authorizes the addition of Rabbi Lipskar's name to the plaque at Founders Circle in recognition of his decades of leadership, service, and lasting contributions to Bal Harbour Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Director Title	Chief Financial Officer	Village Manager
Director Name	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; HONORING THE LIFE, LEGACY, AND SERVICE OF RABBI SHOLOM DOVBER LIPSKAR; AUTHORIZING THE ADDITION OF RABBI SHOLOM DOVBER LIPSKAR'S NAME TO THE PLAQUE AT FOUNDERS CIRCLE HONORING INDIVIDUALS WHO HAVE MADE SIGNIFICANT CONTRIBUTIONS TO BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution authorizing the addition of Rabbi Sholom Dovber Lipskar's name to the plaque at Founders Circle in recognition of his extraordinary contributions and longstanding service to Bal Harbour Village and its community.

BACKGROUND

The Bal Harbour Village Founders Circle was dedicated on January 7, 1990, to honor individuals who made significant contributions to Bal Harbour Village. The original plaque recognizes Robert C. Graham, Sol M. Taplin, and Stanley F. Whitman. Since its dedication, Founders Circle has remained an important civic space.

In connection with the Village's 80th Anniversary, the Village undertook improvements to Founders Circle to renew and enhance this important community landmark. As part of this work, the monument and plaque recognizing distinguished members of the Bal Harbour community were designed to allow additional names to be added in the future, providing the Village with an opportunity to continue recognizing individuals whose service and contributions have had a lasting impact on Bal Harbour.

Rabbi Sholom Dovber Lipskar was a revered spiritual and community leader whose devotion and leadership enriched Bal Harbour for more than four decades. In 1981, Rabbi Lipskar and his wife, Chani, founded The Shul of Bal Harbour, nurturing it from a modest congregation into a leading center of Jewish life that has promoted unity, belonging, and spiritual growth. Rabbi Lipskar also served for many years as Chaplain to the Bal Harbour Village Police Department.

His commitment to service extended far beyond Bal Harbour. Rabbi Lipskar founded the Aleph Institute, which provides support and advocacy to incarcerated individuals, military personnel, and their families. Through his service, outreach, and mentorship, his impact

reached throughout South Florida and around the world. In April 2026, the Village formally honored Rabbi Lipskar's life and legacy and recognized the enduring imprint he left upon Bal Harbour, the region, and the world.

ANALYSIS

The improvements undertaken at Founders Circle in connection with the Village's 80th Anniversary provide an opportunity to continue the purpose for which Founders Circle was originally established. The monument was constructed with space specifically available for additional names to be added in the future, allowing the Village to recognize other distinguished individuals who have made significant and lasting contributions to Bal Harbour.

Rabbi Lipskar is fitting for this honor. For more than four decades, his leadership and service helped shape the Bal Harbour community. As founder of The Shul of Bal Harbour and longtime Village Police Chaplain, he was an enduring presence in the spiritual and civic life of the Village. His broader charitable work through the Aleph Institute further exemplified his commitment to service, compassion, and helping others.

The proposed Resolution authorizes the addition of Rabbi Sholom Dovber Lipskar's name to the plaque at Founders Circle. This permanent recognition will ensure that his contributions and enduring legacy are preserved as part of the history of Bal Harbour Village.

THE BAL HARBOUR EXPERIENCE

The recognition of Rabbi Sholom Dovber Lipskar at Founders Circle reflects the Village's commitment to preserving its history, celebrating those who have contributed to the character of the community, and maintaining meaningful civic spaces for future generations. The improvements to Founders Circle undertaken in connection with the Village's 80th Anniversary reinforce its importance as both a community landmark and a place of recognition. Adding Rabbi Lipskar's name to the plaque continues this tradition by honoring an individual whose decades of leadership and service have left a lasting impact on Bal Harbour Village and its community.

CONCLUSION

Founders Circle was established to recognize individuals who have made significant contributions to Bal Harbour Village, and the monument was designed to allow additional distinguished community members to be recognized in the future. Rabbi Sholom Dovber Lipskar's more than four decades of leadership, service, and commitment to Bal Harbour make him fit for this honor. The proposed Resolution authorizes the addition of Rabbi Lipskar's name to the plaque at Founders Circle, permanently recognizing his contributions and legacy as part of the Village's history.

Attachment:

1. Resolution

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; HONORING THE LIFE, LEGACY, AND SERVICE OF RABBI SHOLOM DOVBER LIPSKAR; AUTHORIZING THE ADDITION OF RABBI SHOLOM DOVBER LIPSKAR'S NAME TO THE PLAQUE AT FOUNDERS CIRCLE HONORING INDIVIDUALS WHO HAVE MADE SIGNIFICANT CONTRIBUTIONS TO BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Founders Circle was dedicated on January 7, 1990, to honor individuals who made significant contributions to Bal Harbour Village, with the original plaque recognizing Robert C. Graham, Sol M. Taplin, and Stanley F. Whitman; and

WHEREAS, in connection with the Village's 80th Anniversary, Founders Circle was enhanced as an important civic landmark, including a monument designed with space for additional names to recognize distinguished individuals whose contributions have had a lasting impact on the Village; and

WHEREAS, as part of these improvements, the monument at Founders Circle was constructed with space for additional names to be added in the future, allowing the Village to continue recognizing distinguished individuals whose service and contributions have had a lasting impact upon Bal Harbour Village; and

WHEREAS, Rabbi Sholom Dovber Lipskar was a revered spiritual and community leader, founder of The Shul of Bal Harbour, and longtime Village Police Chaplain, whose leadership and service enriched the Bal Harbour community for more than four decades; and

WHEREAS, Rabbi Lipskar and his wife, Chani, founded The Shul of Bal Harbour in 1981, nurturing it into a leading center of Jewish life, and Rabbi Lipskar also founded the Aleph Institute to provide support and advocacy to incarcerated individuals, military personnel, and their families; and

WHEREAS, Rabbi Lipskar's impact extended throughout South Florida and around the world, and his legacy continues through the institutions he established and the many individuals he inspired through his service, outreach, and mentorship; and

WHEREAS, the Village Council previously honored Rabbi Lipskar's remarkable life and legacy and finds that his decades of leadership, service, and lasting contributions to Bal Harbour Village make him fit for the distinction of having his name permanently added to the plaque at Founders Circle.

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. Recognition of Rabbi Sholom Dovber Lipskar. That the Village Council hereby honors and recognizes Rabbi Sholom Dovber Lipskar for his distinguished service, extraordinary leadership, and lasting contributions to Bal Harbour Village and its community, and authorizes the addition of his name to the plaque at Founders Circle honoring distinguished members of the Bal Harbour community.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution, including the addition of Rabbi Sholom Dovber Lipskar's name to the Founders Circle plaque.

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

PASSED AND ADOPTED this 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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:

RESOLUTIONS APPROVING TWO AGREEMENTS WITH ARTISTS SHEILA ELIAS AND JJ HAMMOND FOR TEMPORARY ART EXHIBITS IN BAL HARBOUR VILLAGE DURING MIAMI ART WEEK 2026.

Issue:

Should the Village Council approve agreements with Sheila Elias and JJ Hammond for the installation of temporary art exhibits in Bal Harbour for Miami Art Week?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Bal Harbour Village continues to strengthen its identity as a destination for arts and culture through thoughtfully curated public art experiences. Since launching its Miami Art Week installations in 2023, the Village has expanded the program from a single activation at the 102 Street Beach Access Path to complementary installations there and at the Bal Harbour Waterfront Park. These annual exhibitions have brought contemporary art into unexpected public spaces, creating distinctive cultural experiences for residents and visitors.

For Miami Art Week 2026, the Village is proposing two new temporary exhibitions: a curated presentation of Bal Harbour resident Sheila Elias's *eye-Pad* series at the Bal Harbour Waterfront Park, and a newly commissioned installation by mixed-media artist JJ Hammond at the 102 Street Beach Access Path. Elias's exhibition will highlight her innovative digital artwork through a colorful contemporary gallery experience, while Hammond's original outdoor installation will draw upon her distinctive mixed-media practice exploring memory, childhood, and contemporary life while responding to the unique setting of the 102 Beach Access path. Together, the exhibitions celebrate local artistic talent while introducing a new contemporary voice and continuing to position Bal Harbour as a distinctive destination for art and culture during Miami Art Week.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

Approval of both proposals has been supported by the Resort Tax Committee.

Financial Information:

	Amount	Account	Account #
	$7,500	Resort Tax Fund - Special Events & Activations	10-72-504853

Sign off:

Rec., Arts & Culture Dir.	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

SUBJECT: **A RESOLUTION APPROVING AN AGREEMENT WITH SHEILA ELIAS FOR THE TEMPORARY INSTALLATION AND EXHIBITION OF ARTWORK AT THE BAL HARBOUR WATERFRONT PARK IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION APPROVING AN AGREEMENT WITH JJ HAMMOND FOR THE CREATION AND INSTALLATION OF A TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of these Resolutions.

BACKGROUND

As an avid supporter of the arts, Bal Harbour Village has become synonymous with curated art activations and unique access to arts and culture in South Florida. Through the Unscripted Art Access and Art in Public Spaces programs, residents and hotel guests have continued to enjoy unparalleled exposure to the visual arts.

Over the past decade, the Village has hosted numerous public art installations as part of its Art in Public Spaces program. Past exhibits have included Americana and Levittown House (2013), The Barefoot Mailman (2014), and Robert Chambers' Rotorelief (2018). In 2021, the Village Council approved a partnership with the Opera Gallery for an annual exhibition of art and sculpture throughout Bal Harbour Village.

Beginning in 2023, Bal Harbour Village expanded its commitment to public art by introducing a temporary art installation specifically in celebration of Miami Art Week. The inaugural installation, *The Power of Words* by artist Tania Esponda Aja, transformed the 102 Street Beach Access Path into an unexpected cultural experience for residents and visitors. Building on the success of that first activation, the Village has continued to introduce new temporary installations each year, using Miami Art Week as an opportunity to bring distinctive contemporary art into Bal Harbour's public spaces.

In 2024, the program expanded further with the addition of a second installation at the Bal Harbour Waterfront Park, allowing the Village to showcase multiple artists and create

complementary cultural experiences throughout the community. Recent installations have included *Dreaming in Color* by Andreina Ron Pedrique and *The Art of Letters* by Igal Fedida in 2024, followed by *The Hidden Pearl* by Ana Bonamico and *Aspire to Inspire* by Tania EA in 2025. Together, these annual installations have established Miami Art Week as an important component of Bal Harbour's cultural programming and continue to reinforce the Village's reputation for presenting thoughtful, engaging art in distinctive public settings.

ANALYSIS

For 2026, the Village is proposing two temporary art exhibits in Bal Harbour Village: a curated presentation of works by Bal Harbour resident and contemporary artist Sheila Elias at the Bal Harbour Waterfront Park, and a newly commissioned, site-specific installation by mixed-media artist JJ Hammond at the 102 Street Beach Access Path.

The first proposed exhibit will be presented in the lobby of the Bal Harbour Waterfront Park and will feature a selection from Sheila Elias's *eye-Pad* body of work. Created digitally by enlarging abstract forms and painting directly on the iPad with her finger, the works are subsequently produced as highly detailed large-format prints. The proposed presentation includes Winged Wisdom (2013), Worshippers (2012), Osiris's Heart (2012), and Strange Deities (2013), with the lobby layout designed to create a colorful and contemporary gallery experience within the community center. As a Bal Harbour resident, Ms. Elias also brings a meaningful local connection to this year's Miami Art Week programming. There are only in-kind costs associated with this activation, as our team will transport the works (from the artists' local studio) and install the pieces with the artist's guidance.

The second proposed activation will be located at the 102 Street Beach Access Path and will be a newly commissioned installation by JJ Hammond. Hammond is a mixed-media artist whose practice centers on sculpture, installation, and the transformation of everyday objects, including repurposed toys, wood, screens, light, and found materials, to create immersive works that invite viewers to reconnect with memory and consider the relationship between formative experiences and contemporary life. While the title and design will be finalized through the commissioning process, the work is intended to reflect the themes and visual vocabulary that characterize Hammond's broader practice while responding to the unique setting and pedestrian experience of the Beach Access Path. The proposed budget is Seven Thousand Five Hundred Dollars ($7,500), including materials and fabrication, installation/deinstallation, and the artist fee.

Together, the two exhibits offer complementary experiences for Miami Art Week 2026: an indoor presentation highlighting the innovative digital work of a Bal Harbour resident artist, and an original outdoor commission created specifically for one of the Village's most distinctive pedestrian gateways. The pairing allows the Village to support local artistic talent while also introducing residents and visitors to a contemporary mixed-media artist through a site-responsive public installation.

THE BAL HARBOUR EXPERIENCE

These proposed art exhibits—one at the 102 Street Beach Access Path and another at the Bal Harbour Waterfront Park—continue to advance the Bal Harbour Experience pillars of Destination & Amenities and Unique & Elegant. Each installation is intended to provide residents and visitors with a distinctive cultural experience that enhances the character of Bal Harbour's public spaces and creates additional points of discovery during Miami Art Week.

By pairing a resident-focused cultural showcase with an original site-specific commission, the Village continues to strengthen its identity as a community that values creativity, thoughtful placemaking, and meaningful access to the arts.

CONCLUSION

Bal Harbour Village has become synonymous with curated arts and cultural experiences that enrich the community and distinguish the destination. The proposed 2026 exhibitions by Sheila Elias and JJ Hammond continue this tradition through two very different but complementary presentations—one celebrating a Bal Harbour resident artist and the evolution of digital art, and the other transforming the 102 Street Beach Access Path through a commissioned work designed in response to its unique coastal setting.

Therefore, I recommend approval of these resolutions authorizing two temporary art exhibitions for Miami Art Week 2026—the *eye-Pad* series by Sheila Elias at the Bal Harbour Waterfront Park and a yet-to-be-named commissioned installation by JJ Hammond at the 102 Street Beach Access Path.

Attachments:

1. Sheila Elias – *eye-Pad* Series Proposal
2. JJ Hammond – Mixed Media Sculpture Proposal
3. Professional Services/Exhibition Agreement – Sheila Elias
4. Professional Services Agreement – JJ Hammond

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH SHEILA ELIAS FOR THE TEMPORARY INSTALLATION AND EXHIBITION OF ARTWORK AT THE BAL HARBOUR WATERFRONT PARK IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as an avid supporter of the arts, Bal Harbour Village (the "Village") has become synonymous with curated art activations and unique access to arts and culture in South Florida; and

WHEREAS, over the past several years, there have been a number of public art installations in the Village as part of the Art in Public Spaces program, including most recently two temporary art installations, *Aspire to Inspire* at Bal Harbour Waterfront Park and *The Hidden Pearl*, at the 102 Beach Access Path, as part of Miami Art Week 2025; and

WHEREAS, the temporary installations continue to be very well received, and support has grown for continuing to seek out place-branding events and activations in Bal Harbour, focused on creating an experience that would become symbolic of the Village; and

WHEREAS, the Village received a proposal from Bal Harbour resident and artist, Sheila Elias, for a temporary art exhibit at the Bal Harbour Waterfront Park, to create excitement and opportunities for engagement; and

WHEREAS, the exhibit, *eye-Pad,* would be open for an extended period of two months, located at the Bal Harbour Waterfront Park, and unveiled as part of Miami Art Week; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents and visitors 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. Approval of Exhibit. That the Village Council hereby approves entering into an agreement with Sheila Elias for the installation of *a* temporary art exhibit at the Bal Harbour Waterfront Park.

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

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

PASSED AND ADOPTED this 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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 _____, 2026 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and, an independent contractor Sheila Elias ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village received a proposal from Consultant, for a temporary art exhibit for Bal Harbour to create excitement and opportunities for engagement during Miami Art Week; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the provision of these services.

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

I. **SCOPE OF SERVICES**. Consultant shall provide the scope of services ("Services" or "Work") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A."

II. **TERM.** This Agreement shall commence on the Effective Date and shall continue through February 1, 2027, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

III. **PAYMENT.** In consideration of Consultant's completion of the Services rendered hereunder, the Village shall pay to Consultant, as provided for in the Proposal in the amount Zero Dollars and Zero Cents ($0.00). Additional services shall not be provided without the Village's prior written approval and such approval shall be subject to the Village's execution of a Scope Change document, provided under separate cover.

All Services performed shall be invoiced to the Village. 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).

IV. **TERMINATION.**

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) 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 in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective fifteen (15) 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 both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised

this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

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

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

	Per Occurrence	Aggregate
General Liability	$1,000,000	$2,000,000
Automobile Liability	$1,000,000 combined single limit per accident	
Professional Liability	$500,000	$1,000,000
Workers' Compensation	Statutory Amount	

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

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 96th 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.

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 Consultant 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.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties 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.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

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. SCRUTINIZED COMPANIES

A. 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.

B. 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.

C. 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.

XIII. 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 96th Street
Bal Harbour, FL 33154

Copies To: Juan D. Garcia, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

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

To Consultant: Sheila Elias
1510 NE 130 Street
North Miami, FL 33161
sheila@sheilaelias.com
305.785.9097

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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 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 Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONSULTANT HAS QUESTIONS REGARDING THE

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

XXIII. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin 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/subconsultants/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.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall also 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.

[SIGNATURE PAGE TO FOLLOW]

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:
Sheila Elias
1510 NE 130 Street
North Miami, FL 33161

VILLAGE:
Bal Harbour Village
655 96 Street
Bal Harbour, FL 33154

By: _____
Sheila Elias

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Juan D. Garcia
Village Clerk

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

By:_____
Village Attorney

iPaint on My iPad 2012-2014

1 2

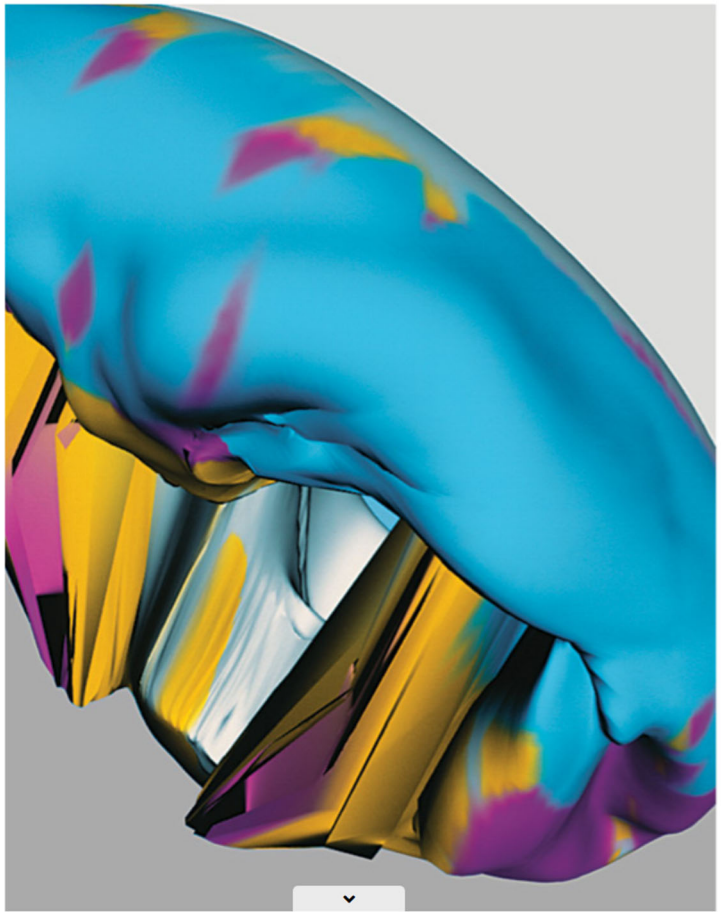
Using the iPad I enlarged abstract shapes to take on mysterious forms. I painted them using only my finger. During multiple processes, the files were enlarged and printed on canvas or metal. The canvas prints embody modernity, and the metal, a vibrant highly detailed image.

WINGED WISDOM, 2013

Ultraviolet cured durst print on canvas, 60 x 44 inches

WORSHIPPERS, 2012

Ultraviolet cured durst print on canvas, 60 x 48 inches



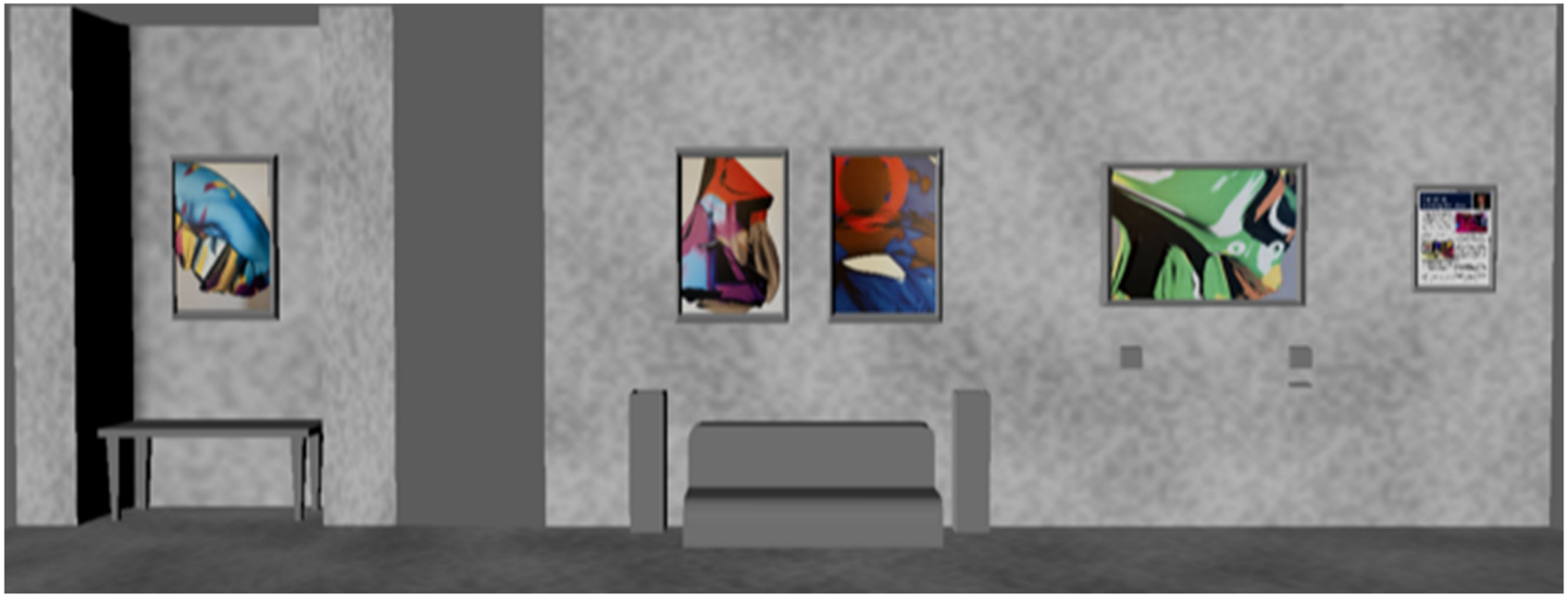
OSIRIS'S HEART, 2012

Ultraviolet cured durst print on canvas, 60 x 48 inches

STRANGE DEITIES, 2013

Ultraviolet cured durst print on canvas, 60 x 48 inches

Bal Harbour Waterfront Park - Lobby



BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

RESOLUTIONS APPROVING TWO AGREEMENTS WITH ARTISTS SHEILA ELIAS AND JJ HAMMOND FOR TEMPORARY ART EXHIBITS IN BAL HARBOUR VILLAGE DURING MIAMI ART WEEK 2026.

Issue:

Should the Village Council approve agreements with Sheila Elias and JJ Hammond for the installation of temporary art exhibits in Bal Harbour for Miami Art Week?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Bal Harbour Village continues to strengthen its identity as a destination for arts and culture through thoughtfully curated public art experiences. Since launching its Miami Art Week installations in 2023, the Village has expanded the program from a single activation at the 102 Street Beach Access Path to complementary installations there and at the Bal Harbour Waterfront Park. These annual exhibitions have brought contemporary art into unexpected public spaces, creating distinctive cultural experiences for residents and visitors.

For Miami Art Week 2026, the Village is proposing two new temporary exhibitions: a curated presentation of Bal Harbour resident Sheila Elias's *eye-Pad* series at the Bal Harbour Waterfront Park, and a newly commissioned installation by mixed-media artist JJ Hammond at the 102 Street Beach Access Path. Elias's exhibition will highlight her innovative digital artwork through a colorful contemporary gallery experience, while Hammond's original outdoor installation will draw upon her distinctive mixed-media practice exploring memory, childhood, and contemporary life while responding to the unique setting of the 102 Beach Access path. Together, the exhibitions celebrate local artistic talent while introducing a new contemporary voice and continuing to position Bal Harbour as a distinctive destination for art and culture during Miami Art Week.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.

Advisory Board Recommendation:

Approval of both proposals has been supported by the Resort Tax Committee.

Financial Information:

	Amount	Account	Account #
	$7,500	Resort Tax Fund - Special Events & Activations	10-72-504853

Sign off:

Rec., Arts & Culture Dir.	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

SUBJECT: **A RESOLUTION APPROVING AN AGREEMENT WITH SHEILA ELIAS FOR THE TEMPORARY INSTALLATION AND EXHIBITION OF ARTWORK AT THE BAL HARBOUR WATERFRONT PARK IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION APPROVING AN AGREEMENT WITH JJ HAMMOND FOR THE CREATION AND INSTALLATION OF A TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of these Resolutions.

BACKGROUND

As an avid supporter of the arts, Bal Harbour Village has become synonymous with curated art activations and unique access to arts and culture in South Florida. Through the Unscripted Art Access and Art in Public Spaces programs, residents and hotel guests have continued to enjoy unparalleled exposure to the visual arts.

Over the past decade, the Village has hosted numerous public art installations as part of its Art in Public Spaces program. Past exhibits have included Americana and Levittown House (2013), The Barefoot Mailman (2014), and Robert Chambers' Rotorelief (2018). In 2021, the Village Council approved a partnership with the Opera Gallery for an annual exhibition of art and sculpture throughout Bal Harbour Village.

Beginning in 2023, Bal Harbour Village expanded its commitment to public art by introducing a temporary art installation specifically in celebration of Miami Art Week. The inaugural installation, *The Power of Words* by artist Tania Esponda Aja, transformed the 102 Street Beach Access Path into an unexpected cultural experience for residents and visitors. Building on the success of that first activation, the Village has continued to introduce new temporary installations each year, using Miami Art Week as an opportunity to bring distinctive contemporary art into Bal Harbour's public spaces.

In 2024, the program expanded further with the addition of a second installation at the Bal Harbour Waterfront Park, allowing the Village to showcase multiple artists and create

complementary cultural experiences throughout the community. Recent installations have included *Dreaming in Color* by Andreina Ron Pedrique and *The Art of Letters* by Igal Fedida in 2024, followed by *The Hidden Pearl* by Ana Bonamico and *Aspire to Inspire* by Tania EA in 2025. Together, these annual installations have established Miami Art Week as an important component of Bal Harbour's cultural programming and continue to reinforce the Village's reputation for presenting thoughtful, engaging art in distinctive public settings.

ANALYSIS

For 2026, the Village is proposing two temporary art exhibits in Bal Harbour Village: a curated presentation of works by Bal Harbour resident and contemporary artist Sheila Elias at the Bal Harbour Waterfront Park, and a newly commissioned, site-specific installation by mixed-media artist JJ Hammond at the 102 Street Beach Access Path.

The first proposed exhibit will be presented in the lobby of the Bal Harbour Waterfront Park and will feature a selection from Sheila Elias's *eye-Pad* body of work. Created digitally by enlarging abstract forms and painting directly on the iPad with her finger, the works are subsequently produced as highly detailed large-format prints. The proposed presentation includes Winged Wisdom (2013), Worshippers (2012), Osiris's Heart (2012), and Strange Deities (2013), with the lobby layout designed to create a colorful and contemporary gallery experience within the community center. As a Bal Harbour resident, Ms. Elias also brings a meaningful local connection to this year's Miami Art Week programming. There are only in-kind costs associated with this activation, as our team will transport the works (from the artists' local studio) and install the pieces with the artist's guidance.

The second proposed activation will be located at the 102 Street Beach Access Path and will be a newly commissioned installation by JJ Hammond. Hammond is a mixed-media artist whose practice centers on sculpture, installation, and the transformation of everyday objects, including repurposed toys, wood, screens, light, and found materials, to create immersive works that invite viewers to reconnect with memory and consider the relationship between formative experiences and contemporary life. While the title and design will be finalized through the commissioning process, the work is intended to reflect the themes and visual vocabulary that characterize Hammond's broader practice while responding to the unique setting and pedestrian experience of the Beach Access Path. The proposed budget is Seven Thousand Five Hundred Dollars ($7,500), including materials and fabrication, installation/deinstallation, and the artist fee.

Together, the two exhibits offer complementary experiences for Miami Art Week 2026: an indoor presentation highlighting the innovative digital work of a Bal Harbour resident artist, and an original outdoor commission created specifically for one of the Village's most distinctive pedestrian gateways. The pairing allows the Village to support local artistic talent while also introducing residents and visitors to a contemporary mixed-media artist through a site-responsive public installation.

THE BAL HARBOUR EXPERIENCE

These proposed art exhibits—one at the 102 Street Beach Access Path and another at the Bal Harbour Waterfront Park—continue to advance the Bal Harbour Experience pillars of Destination & Amenities and Unique & Elegant. Each installation is intended to provide residents and visitors with a distinctive cultural experience that enhances the character of Bal Harbour's public spaces and creates additional points of discovery during Miami Art Week.

By pairing a resident-focused cultural showcase with an original site-specific commission, the Village continues to strengthen its identity as a community that values creativity, thoughtful placemaking, and meaningful access to the arts.

CONCLUSION

Bal Harbour Village has become synonymous with curated arts and cultural experiences that enrich the community and distinguish the destination. The proposed 2026 exhibitions by Sheila Elias and JJ Hammond continue this tradition through two very different but complementary presentations—one celebrating a Bal Harbour resident artist and the evolution of digital art, and the other transforming the 102 Street Beach Access Path through a commissioned work designed in response to its unique coastal setting.

Therefore, I recommend approval of these resolutions authorizing two temporary art exhibitions for Miami Art Week 2026—the *eye-Pad* series by Sheila Elias at the Bal Harbour Waterfront Park and a yet-to-be-named commissioned installation by JJ Hammond at the 102 Street Beach Access Path.

Attachments:

1. Sheila Elias – *eye-Pad* Series Proposal
2. JJ Hammond – Mixed Media Sculpture Proposal
3. Professional Services/Exhibition Agreement – Sheila Elias
4. Professional Services Agreement – JJ Hammond

RESOLUTION NO. 2026-_____

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

WHEREAS, as an avid supporter of the arts, Bal Harbour Village ("Village") has become synonymous with curated art activations and exclusive access to arts and culture in South Florida; and

WHEREAS, over the past several years, there have been a number of public art installations in the Village as part of the Art in Public Spaces program, including most recently two temporary art installations, *Aspire to Inspire* at Bal Harbour Waterfront Park and *The Hidden Pearl*, at the 102 Street Beach Access Path, as part of Miami Art Week 2025; and

WHEREAS, the temporary installations continue to be very well received, and support has grown for continuing to seek out place-branding events and activations in Bal Harbour, focused on creating an experience that would become symbolic of the Village; and

WHEREAS, the Village received a proposal from artist JJ Hammond for a commissioned installation for the Village to create excitement and opportunities for engagement during Miami Art Week; and

WHEREAS, the exhibit would be open for four weeks, located at the 102 Street Beach Access path, and unveiled as part of Miami Art Week; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents and visitors 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. Approval of Exhibit. That the Village Council hereby approves entering into an agreement with JJ Hammond for the creation and installation of the temporary art exhibit at the 102 Street beach access path.

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

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

PASSED AND ADOPTED this 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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 _____, 2026 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and, an independent contractor Jaydy Hammond ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village received a proposal from Consultant, for a temporary art exhibit for Bal Harbour to create excitement and opportunities for engagement during Miami Art Week; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the provision of these services.

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

I. **SCOPE OF SERVICES**. Consultant shall provide the scope of services ("Services" or "Work") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A."

II. **TERM.** This Agreement shall commence on the Effective Date and shall continue through January 31, 2027, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

III. **PAYMENT.** In consideration of Consultant's completion of the Services rendered hereunder, the Village shall pay to Consultant, as provided for in the Proposal in the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00). Additional services shall not be provided without the Village's prior written approval and such approval shall be subject to the Village's execution of a Scope Change document, provided under separate cover.

All Services performed shall be invoiced to the Village. 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).

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) 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 in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective fifteen (15) 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 both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the

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

V. INSURANCE REQUIREMENTS

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

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

	Per Occurrence	Aggregate
General Liability	$1,000,000	$2,000,000
Automobile Liability	$1,000,000 combined single limit per accident	
Professional Liability	$500,000	$1,000,000
Workers' Compensation	Statutory Amount	

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

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 96th 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.

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 Consultant 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.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties 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.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

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. SCRUTINIZED COMPANIES

A. 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.

B. 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.

C. 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.

XIII. 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 96th Street
Bal Harbour, FL 33154

Copies To: Juan D. Garcia, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

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

To Consultant: Jaydy Hammond
Artist Name : JJ Hammond
artcreatedbyjj@gmail.com

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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 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 Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

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

XXIII. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin 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/subconsultants/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.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall also 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.

[SIGNATURE PAGE TO FOLLOW]

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:
JJ Hammond

By: _____
Jaydy Hammond

VILLAGE:
Bal Harbour Village
655 96 Street
Bal Harbour, FL 33154

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Juan D. Garcis
Village Clerk

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

By:_____
Village Attorney

“REST”

MIXED MEDIA SCULPTURE PROPOSAL

JJ HAMMOND

ABOUT

I am a mixed-media artist whose practice centers on sculpture, installation, and the transformation of everyday objects. I work with materials such as repurposed toys, wood, screens, light, and found objects to explore childhood, memory, technology, and the systems that shape us as we grow. My sculptures often combine familiar objects in unexpected ways, turning them into environments or structures that feel both playful and psychological. Through my work, I’m interested in creating pieces that feel immersive, nostalgic, and slightly surreal.

Grow Up, 2025. Hourglass

Unity, 2025

Wired, 2024. Toys on wood, LED light

Illumination, 2023. Toys, LED light

Spark, 2024. Toys on wood

White Memory Lane, 2021. Toys on wood, retro tv

“REST”

We have such a short attention span and absorb an overwhelming amount of information every day. Our brains process around 74 GB of data daily, the equivalent of binge-watching 16 full-length films. With so many thoughts and memories flooding our minds, it’s nearly impossible to take in everything we experience fully. Gen Z (my generation) was the last generation to grow up, even partially, without constant exposure to social media and smartphones. Now, younger generations rely on devices from the moment they’re born: phones to calm babies, news to shape their worldview, influencers to dictate beauty and fashion standards.

“REST” is a public pause button. The sleeping infant is built from toys, the raw material of play and memory in large scale and set against the open horizon of Miami Beach.

“REST” imagines that switch off: silence, breath, tide. The piece offers a contemplative counter-image to the go-go grind, and it invites you to stop the noise for a moment and, peacefully rest.

THE ENTRANCE

As the entryway from the outside into the beach pathway is crucial to this exhibition, I am offering to paint 10 of the light posts with my signature star-shaped art pieces that can also glow in the dark to guide people at nighttime. Shoot for the stars, guiding them to the rest piece. Right before the gate to the beach can be a 5-foot-tall pedestal with a 24-inch **"REST"** prototype.

10 existing light posts would be painted in the same sand-toned, off-white color to blend naturally into the surrounding environment. Each post would incorporate my signature Spark shape, with the option of using glow-in-the-dark paint to create a subtle illuminated effect after sunset.

CONCEPT OPTION

B U D G E T - *EXACT ARTWORK DETAILS BEING FINALIZED*

MATERIALS & FABRICATION: $5,000
INSTALLATION / DEINSTALLATION: $2,000
ARTIST FEE: $500

TOTAL: $7,500

CONTACT

Artcreatedbyjj@gmail.com
https://jjhammondart.live/

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN BAL HARBOUR VILLAGE, FLORIDA AND JORGE M. GONZALEZ; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Council approve the second amendment to the employment agreement with Village Manager Jorge M. Gonzalez?

The Bal Harbour Experience:

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

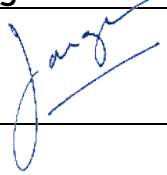
Item Summary / Recommendation:

The Village and Village Manager Jorge M. Gonzalez entered into an Employment Agreement in 2013, which was amended in 2022 to address compensation and retirement provisions extending through 2026. During the February 2026 Village Council Retreat, the Council expressed satisfaction with the Manager's performance and an interest in maintaining continuity in executive leadership, particularly given his institutional knowledge and key role in addressing significant ongoing issues affecting the Village and the community.

Vice Mayor Wolf was designated to negotiate proposed terms, which were presented to the Council at the August 2026 Mini-Retreat. The proposed Second Amendment revises compensation, benefits, work provisions, professional support, and post-employment transition arrangements.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Sign off:

Director Title	Chief Financial Officer	Village Manager
Director Name	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 15, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN BAL HARBOUR VILLAGE, FLORIDA AND JORGE M. GONZALEZ IN ACCORDANCE WITH THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village and Village Manager Jorge M. Gonzalez entered into an Employment Agreement on October 15, 2013, establishing the terms and conditions of his employment with Bal Harbour Village. In April 2022, following negotiations directed by the Village Council, the parties agreed to a First Amendment to the Employment Agreement addressing, among other provisions, the Village Manager's compensation and participation in the Bal Harbour Village Employees' Pension Plan. Certain provisions of that First Amendment established a five-year time horizon extending through the end of 2026.

During the February 2026 Village Council Retreat, the Village Council and Village Manager expressed a mutual interest in discussing a further amendment to the Employment Agreement in advance of the expiration of those provisions. The Council expressed its satisfaction with the Village Manager's performance and recognized the value of maintaining stability and continuity in the Village's executive leadership, particularly given his longstanding institutional knowledge and direct involvement in negotiating the Development Agreement that is central to the ongoing Bal Harbour Shops litigation. Accordingly, the Council expressed its desire to encourage and incentivize the Village Manager to continue his service to Bal Harbour Village.

Vice Mayor Wolf was designated to work with the Village Manager to negotiate proposed terms for a Second Amendment. Over the ensuing months, Vice Mayor Wolf and the Village Manager met on several occasions to discuss the terms of an agreement that would appropriately reflect the Manager's responsibilities, performance, experience, and continued value to the organization. The Village's labor counsel also participated in reviewing and drafting the proposed amendment.

At the Village Council Mini-Retreat in August, Vice Mayor Wolf presented the results of the negotiation, and a tentative agreement was reached between the parties, subject to final approval by the Village Council at the September 15, 2026 Council Meeting.

ANALYSIS

Following negotiations between Vice Mayor Wolf and the Village Manager, and subsequent discussion by the Village Council, the parties have agreed upon a proposed Second Amendment to the Employment Agreement, attached as Exhibit "A."

The proposed amendments are intended to recognize the Village Manager's performance and experience, provide an appropriate framework for his continued employment with the Village, and establish provisions supporting an eventual transition when his service as Village Manager concludes.

Section 1 – Amendment to Section 5 of the Agreement - Section 5 of the Agreement as previously amended by the First Amendment shall be further amended as follows:

SECTION 5. COMPENSATION

5.1 ~~Effective December 14, 2021 and through and including December 13, 2026,~~ Effective upon approval of this Second Amendment by the Village Council, the Village shall pay the Employee an annual salary of ~~$325,000~~ $415,000, which shall be payable in installments at the same time as other employees of the Village are paid (the "Initial Salary").

5.2 Effective upon approval of this Second Amendment by the Village Council, the Village Manager shall receive annual cost of living adjustments ("COLA") at the same time as, and in the same percentage as, the COLAs provided by the Village to its non-union civilian employees.

* * *

5.5 . . . ~~If the employee achieves the parties' mutually agreed upon goals and objectives each year,~~ At the completion of twelve (12) months from the approval of this Second Amendment by the Village Council, and every twelve (12) months thereafter, the Employee shall receive an annual performance bonus of at least twenty ~~five~~ percent ~~(5~~20%) of his . . . Adjusted Salary . . ..

* * *

Section 2 – Amendment to Section 6 of the Agreement – Section 6 of the Agreement shall be amended as follows:

SECTION 6. HOURS OF WORK

. . . Notwithstanding the foregoing, the Employee agrees that his primary obligation is to the Village and that he shall dedicate no less than an average of forty (40) hours per week in the performance of such duties hereunder. It is further acknowledged that such duties may be performed remotely, from a distance, through technology or other appropriate methods from time to time.

Section 3 – Amendment to Section 8 of the Agreement – Section 8 of the Agreement as previously amended by the First Amendment shall be further amended as follows:

SECTION 8. RETIREMENT/DEFERRED COMPENSATION

* * *

8.5 **Deferred Compensation**. The Village shall make contributions on the Employee's behalf of fifty one thousand dollars ($51,000.00) per year to an authorized 457, Retiree Health Savings Plan and/or any other legal deferred compensation, annuity plan and/or retirement-related tax sheltered plan as may be designated by the Employee in accordance with, and subject to the limits of, applicable federal and state law (the "Deferred Compensation Contribution").

* * *

Section 4 – Amendment to Section 11 of the Agreement – Section 11 of the Agreement shall be amended as follows:

SECTION 11. PROFESSIONAL DEVELOPMENT AND EXPENSES

* * *

11.2 Subject to Village policy and state law, the Village agrees to pay the applicable travel and subsistence expenses of the Employee for travel to local, state and national conferences, short courses, institutes and seminars, permitted by the annual budget. Should the Employee elect to serve as President of the ICMA, the Village Council agrees to endorse and support the Employee's service in that role.

* * *

Section 5 – Amendment to Section 16 of the Agreement – Section 16.12 shall be added to the Agreement, and shall read as follows:

SECTION 16. OTHER TERMS AND CONDITIONS

* * *

16.12 Upon the termination of the Agreement by either the Village or the Employee, so long as the termination is not pursuant to Section 3.3 of the Agreement, and provided that the Employee remains employed as Village Manager for at least one year following Village Council approval of this Second Amendment, the Village shall enter into a post-employment consulting agreement with the Employee on a less than full-time basis to support transition, coaching, mentoring and Council support (which may be extended by mutual agreement) at the rate of $200,000.00 per year. Assuming the foregoing conditions are met, the term of the consulting agreement shall be one year plus an additional one month for each additional two months the Employee serves as Village Manager beyond September 15, 2027. In the event the foregoing conditions are met and the Employee receives a consulting agreement, he will forego any severance pay that he would otherwise be entitled to pursuant to Section 3.2 of the Agreement. Should

the Employee become incapacitated and unable to perform any services for the Village during the term of the consulting agreement, the consulting agreement will become null and void as of the date the Employee becomes incapacitated.

THE BAL HARBOUR EXPERIENCE

The Village Manager is responsible for implementing the policies and direction of the Village Council and overseeing the municipal operations and services that collectively support all elements of the *Bal Harbour Experience*. His continued leadership provides organizational stability, preserves institutional knowledge, and supports continuity in advancing Council priorities, including the Village's ongoing legal, operational, and community initiatives.

CONCLUSION

The proposed Second Amendment reflects the Village Council's satisfaction with the Village Manager's performance and its interest in maintaining continuity in executive leadership. It is therefore recommended that the Village Council approve the attached Resolution authorizing the Second Amendment to the Employment Agreement between Bal Harbour Village and Jorge M. Gonzalez.

Attachments:

1. Second Amendment to JMG Employment Agreement

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE FLORIDA, APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN BAL HARBOUR VILLAGE, FLORIDA AND JORGE M. GONZALEZ IN ACCORDANCE WITH THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 15, 2013, Bal Harbour Village (the "Village") and Jorge M. Gonzalez ("Employee") entered into an Employment Agreement whereby the Employee agreed to serve as Village Manager (the "Agreement"); and

WHEREAS, in April 2022, the Village and Employee entered into a First Amendment to the Agreement addressing certain provisions relating to compensation and retirement/deferred compensation; and

WHEREAS, during the February 2026 Village Council Retreat, the Village Council and Employee expressed a mutual interest in discussing a further amendment to the Agreement in advance of the expiration of certain provisions of the First Amendment; and

WHEREAS, the Village Council has expressed its satisfaction with the Employee's performance and recognizes the value of maintaining stability and continuity in the Village's executive leadership, including the Employee's institutional knowledge and key role in addressing significant ongoing matters affecting the Village and the community; and

WHEREAS, following negotiations conducted at the direction of the Village Council, the Village and Employee desire to enter into a Second Amendment to the Agreement to modify certain terms relating to compensation, hours of work, retirement/deferred compensation, professional activities, and post-employment transition arrangements, as set forth in the Second Amendment attached hereto as Exhibit "A" (the "Second Amendment"); and

WHEREAS, the Village Council finds that approval of the Second Amendment is in the best interests of Bal Harbour 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. Approval of Second Amendment to Employment Agreement. The Second Amendment to Employment Agreement between the Village and Employee attached hereto as Exhibit "A" is hereby approved.

Section 3. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 15th day of September, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
BAL HARBOUR VILLAGE, FLORIDA AND
JORGE M. GONZALEZ

This Second Amendment to the Employment Agreement (the "Second Amendment") between Bal Harbour Village, Florida and Jorge M. Gonzalez is made and entered into this 15th day of September 2026, by and between Bal Harbour Village, Florida, a municipal corporation of the State of Florida (the "Village") and Jorge M. Gonzalez ("Employee"). Collectively, the Village and Employee shall be referred to as the Parties.

WITNESSETH

WHEREAS, on October 15, 2013, the Parties entered into an Employment Agreement whereby the Employee agreed to serve as Village Manager (the "Agreement"); and

WHEREAS, on April 11, 2022, the Parties entered into a First Amendment to the Agreement (the "First Amendment"); and

WHEREAS, the Parties desire to further amend the Agreement (as previously amended by the First Amendment) by entering into this Second Amendment to modify Sections 5, 6, 8, 11 and 16 of the Agreement (the "Second Amendment") as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second Amendment, the Parties agree as follows:

Section 1. Amendment to Section 5 of the Agreement. Section 5 of the Agreement as previously amended by the First Amendment shall be further amended as follows:

SECTION 5. COMPENSATION

5.1 ~~Effective December 14, 2021 and through and including December 13, 2026,~~ Effective upon approval of this Second Amendment by the Village Council, the Village shall pay the Employee an annual salary of ~~$325,000~~ $415,000, which shall be payable in installments at the same time as other employees of the Village are paid (the "Initial-Salary").

[1] Additions to existing text are shown by underline; deletions are shown by ~~strikeout.~~

DRAFT

5.2 Effective upon approval of this Second Amendment by the Village Council, the Village Manager shall receive annual cost of living adjustments ("COLA") at the same time as, and in the same percentage as, the COLAs provided by the Village to its non-union civilian employees.

* * *

5.5 . . . ~~If the employee achieves the parties' mutually agreed upon goals and objectives each year,~~ At the completion of twelve (12) months from the approval of this Second Amendment by the Village Council, and every twelve (12) months thereafter, the Employee shall receive an annual performance bonus of at least twenty ~~five~~ percent ~~(5~~20%) of his . . . Adjusted Salary . . ..

* * *

Section 2. Amendment to Section 6 of the Agreement. Section 6 of the Agreement shall be amended as follows:

SECTION 6. HOURS OF WORK

. . . Notwithstanding the foregoing, the Employee agrees that his primary obligation is to the Village and that he shall dedicate no less than an average of forty (40) hours per week in the performance of such duties hereunder. It is further acknowledged that such duties may be performed remotely, from a distance, through technology or other appropriate methods from time to time.

Section 3. Amendment to Section 8 of the Agreement. Section 8 of the Agreement as previously amended by the First Amendment shall be further amended as follows:

SECTION 8. RETIREMENT/DEFERRED COMPENSATION

* * *

8.5 **Deferred Compensation**. The Village shall make contributions on the Employee's behalf of fifty one thousand dollars ($51,000.00) per year to an authorized 457, Retiree Health Savings Plan and/or any other legal deferred compensation, annuity plan and/or retirement-related tax sheltered plan as may be designated by the Employee in accordance with, and subject to the limits of, applicable federal and state law (the "Deferred Compensation Contribution").

Section 4. Amendment to Section 11 of the Agreement. Section 11 of the Agreement shall be amended as follows:

* * *

11.2 Subject to Village policy and state law, the Village agrees to pay the applicable travel and subsistence expenses of the Employee for travel to local, state and national conferences, short courses, institutes and seminars, permitted by the annual budget. Should the Employee elect to serve as President of the ICMA, the Village Council agrees to endorse and support the Employee's service in that role.

* * *

Section 5. Amendment to Section 16 of the Agreement. Section 16.12 shall be added to the Agreement, and shall read as follows:

* * *

16.12 Upon the termination of the Agreement by either the Village or the Employee, so long as the termination is not pursuant to Section 3.3 of the Agreement, and provided that the Employee remains employed as Village Manager for at least one year following Village Council approval of this Second Amendment, the Village shall enter into a post-employment consulting agreement with the Employee on a less than full-time basis to support transition, coaching, mentoring and Council support (which may be extended by mutual agreement) at the rate of $200,000.00 per year. Assuming the foregoing conditions are met, the term of the consulting agreement shall be one year plus an additional one month for each additional two months the Employee serves as Village Manager beyond September 15, 2027. In the event the foregoing conditions are met and the Employee receives a consulting agreement, he will forego any severance pay that he would otherwise be entitled to pursuant to Section 3.2 of the Agreement. Should the Employee become incapacitated and unable to perform any services for the Village during the term of the consulting agreement, the consulting agreement will become null and void as of the date the Employee becomes incapacitated.

Section 6. No Further Modifications. All other terms and conditions of the Agreement and the First Amendment not in conflict or superseded by the Second Amendment shall remain in full force and effect as if set forth in full herein.

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

Employee

By: _____
Jorge M. Gonzalez

Bal Harbour Village, Florida

By:_____
Seth E. Salver, Mayor

Attest:

_____
Juan D. Garcia
Village Clerk

Approved as to Form and Legal Sufficiency:

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

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen SLT

DATE: September 15, 2026

RE: Monthly Report of Village Attorney for August 2026 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 (107), we completed our work for the August Council retreat and agenda, attended the meetings and began to review, advise, and prepare documents for agenda items for the September ARB and Council meetings. We attended the weekly staff meetings, and the monthly agenda review and after action meetings.

Specific additional matters included:

- We reviewed correspondence, conferred, and revised Village Manager's contract extension.
- We met with staff, reviewed response from Tourism Economics concerning breach of contract claim by contract, and drafted reply.
- We reviewed and analyzed the recently adopted DEI statute and prepared summary for staff.
- We conferred with staff and attended to Murphy indemnification claim and retainage issues.
- We met with staff and continued preparation of the Construction Manager at Risk for Guaranteed Maximum Price Amendment for Village Hall, and worked on the FDOT Harbourfront Construction Agreement.
- We conducted research on purchasing/procurement statute/rules concerning standardized solicitations for furniture, fixtures and equipment purchases.
- We reviewed multiple correspondence from Police Chief concerning mutual aid agreements with Bay Harbor Islands.
- We reviewed application materials and drafted a Resolution for a waiver of plat.

- We met with staff and reviewed amendments to BHCA Bylaws and Articles of Incorporation drafted by BHCA legal counsel.
- We analyzed, researched, conferred and follow up re insurance coverage inquiry.
- We attended to public records requests.
- We reviewed correspondence and conferred with staff concerning the application of new FEMA maps and researched FEMA regulations.
- We reviewed revised Instructor Agreement and conferred with staff.

Additional Services

For the Security/Landscape Assessment matter, we reviewed draft of amended and restated Milestone Agreement from BHCA Counsel, held conferences with staff and evaluated revisions. We conferred with staff, reviewed solicitation and proposals for Street Lighting Services for the Gated Community.

For the Zyscovich Architects matter, we evaluated consultant scope of investigation and status of revisions to consulting agreement for water intrusion; held conferences with client on status of settlement and prepared communications related to settlement and proposed release prepared update of litigation for client review; conferred with client concerning participation of subconsultants; amended the complaint against responsible subconsultants, drafted exhibit concerning recovering against non-contributing subconsultants; and communicated with parties concerning need for site visit for water intrusion.

For the Bal Harbour Shops (Live Local Act) matter, we regularly conferred with Village Manager and Litigators concerning identification, use and retention of experts, and various strategy inquiries on the litigation matters.