

TOWN OF BAY HARBOR ISLANDS

November 13, 2018

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: : 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

1. **Report** on the Town investment performance by Mr. Charles Sachs of BNY Mellon.
2. Legislative Report - Dave Caserta

SPECIAL ITEMS:

3. **Approval** of appointment of J.C. Jimenez as Town Manager. At the October Council Meeting the Town Council discussed and agreed to offer the position to Assistant Town Manager J.C. Jimenez.
4. A **Resolution** approving an Employment Agreement between J.C. Jimenez and the Town of Bay Harbor Islands and authorizing the Mayor to executed the attached agreement.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT:

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

COMMITTEE REPORTS:

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

5. **Approval** of the April 16, 2018 Regular Council Meeting Minutes.
6. **Approval** of a resolution extending a temporary moratorium for an additional 180 days on applications for communication facilities, and utility poles for collocation of small wireless facilities. Enclosed is a copy of the proposed resolution.
7. **Approval** of a **resolution** authorizing the Town Manager to sign a contract with the Florida Department of Transportation (FDOT) for the installation and maintenance of bike racks and pavers along SR922 (Kane Concourse).
8. **Consideration** and **Approval** to utilize the Lauderhill Lakes contract with Enterprise Fleet Management for the lease of three (3) new Public Works vehicles in the amount of \$19,496.16. Enclosed please find a copy of the proposed lease agreement, pricing sheet, City of Lauderdale Lakes RFP and supporting documents.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

9. **Consideration** and **Approval** of an ordinance on **second** reading amending Chapter 16 of the Town Code clarifying the benefits payable to the beneficiaries of vested terminated members who die prior to reaching their normal retirement age. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES; CLARIFYING THE BENEFITS PAYABLE TO THE BENEFICIARIES OF VESTED TERMINATED MEMBERS WHO DIE PRIOR TO REACHING THEIR NORMAL RETIREMENT DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council discretion

POLL VOTE

DEFERRED ITEMS:

10. **Discussion** and direction requested by the Town Attorney regarding drafting an ordinance to either prohibit or regulate medical marijuana treatment centers and medical dispensing facilities within the Town.

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

11. **Consideration** and **appointment** of two (2) Council Members to the Board of Trustees/ Retirement Board.

STAFF RECOMMENDATION: Council Discretion

12. **Discussion** regarding an unsolicited offer for a public / private partnership for the construction of a new building that will house Town Hall/Police Department and an assisting living facility at the vacant lot located at 95 Street and East Bay Harbor Drive. Enclosed is a copy of the letter of intent provided to attorney Gene Howard.

STAFF RECOMMENDATION: Council Discretion

13. **Consideration and Approval** of a proposal from Keith and Schnars in the amount of \$165,082.50 for construction engineering inspection services for the Broad Causeway Corridor Enhancement Project. Enclosed is a copy of the proposal from Keith and Schnars.

STAFF RECOMMENDATION: Approval

POLL VOTE

14. **Consideration and Approval** of contract award to Brute Proof LLC. in the amount of \$29,750 to purchase a HyperV Terminal Server for the BHIPD computer network. Enclosed is a copy of the proposal.

STAFF RECOMMENDATION: Approval

POLL VOTE

15. **Consideration and Approval** of a contract with Calvin Giordano and Associates in the amount of \$20,305.00 for bidding and post design services associated with the Shepard Broad Causeway Corridor Enhancement Project. Enclosed is a copy of the proposal.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

16. **Discussion and possible action** requested by Council Member Leonard regarding the purchase of three (3) Soofa Core solar powered stand alone electric charging stations at a cost of \$8,900. Enclosed is a proposal from Changing Environments Inc.

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 1.

ITEM: Report on the Town investment performance by Mr. Charles Sachs of BNY Mellon.

DESCRIPTION:

Enclosed is the Town's 2018 Third Quarter Investment Management Accounts report. The Third Quarter Returns for the Town were 0.35% for the Contingency Fund, 0.33% for the General Fund and 0.34% for the Water Fund. As of 9/30/18 the combined market value was \$6,281,574 with an estimated annual income of \$141,742.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 3rd Qtr 2018 Final Presentation



BNY MELLON
WEALTH MANAGEMENT

Charles B. Sachs CFA, CFP®
Senior Wealth Manager

October 30, 2018

Melissa Cruz
Finance Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: *Town of Bay Harbor Investment Management Accounts*
2018 3rd Quarter Review

Dear Melissa:

Short duration was really the story as rates continued to move higher in the 3rd quarter. Volatility has also emerged in the bond market. Throughout the third quarter global government bond yields were generally higher due to positive economic data, particularly in the U.S. The 10-year Treasury note yield closed the quarter at 3.05%, but jumped to 3.23% during the first week of October as data reinforced economic strength. Although U.S. Treasuries benefited from risk-off sentiment during the recent equity pullback, we expect both short- and long-term rates to move modestly higher and the Treasury yield curve to flatten.

2018 3rd quarter returns for the town's accounts were 0.35%, 0.33% & 0.34% respectively for the Contingency fund, General fund and Water fund. As of 9/30/18, the combined market value was \$6,281,574 with an estimated annual income of \$141,742.

I look forward to presenting at the next Town Council meeting. Should you have any questions, please give me a call.

Warm regards,



Charles Sachs, CFA, CFP®



BNY MELLON WEALTH MANAGEMENT

A Presentation for
Town of Bay Harbor Islands
Also September 30, 2018

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TOWN OF BAY HARBOR ISLANDS - ASSET SUMMARY

As of September 30, 2018

	<i>Contingency Fund</i>	<i>General Fund</i>	<i>Water Fund</i>	<i>Combined Accounts</i>
<i>Market Values as of:</i>				
12/31/2001	1,655,582	2,345,312	1,441,665	5,442,560
12/31/2002	1,807,613	2,569,476	1,577,172	5,954,261
12/31/2003	1,850,986	3,898,522	1,617,841	7,367,350
12/31/2004	1,884,393	3,980,278	1,649,635	7,514,307
12/31/2005	1,898,590	4,879,864	1,661,436	8,439,890
12/31/2006	1,196,089	5,042,556	1,718,267	7,956,912
12/31/2007	1,278,555	2,268,410	1,837,152	5,384,116
12/31/2008	1,355,544	2,421,781	1,437,731	5,215,056
12/31/2009	1,419,099	2,524,553	1,517,389	5,461,041
12/31/2010	1,481,152	2,637,367	1,584,012	5,702,531
12/31/2011	1,548,521	2,750,455	1,653,460	5,952,437
12/31/2012	1,608,014	2,855,250	1,718,841	6,182,106
12/31/2013	1,572,275	2,792,826	1,680,356	6,045,456
12/31/2014	1,597,468	2,837,294	1,706,487	6,141,249
12/31/2015	1,608,541	2,857,170	1,718,420	6,184,131
12/31/2016	1,621,799	2,880,951	1,732,327	6,235,076
12/31/2017	1,646,962	2,924,378	1,758,756	6,330,096
<i>Fixed Income</i>	1,615,948	2,867,871	1,725,282	6,209,101
<i>Cash & Equivalents</i>	17,969	33,885	20,618	72,472
<i>Market Value</i>	1,633,917	2,901,756	1,745,901	6,281,574
<i>Est. Annual Income</i>	36,940	65,167	39,635	141,742

Portfolio Comparisons

<i>Avg. Current Yield</i>	2.27%	2.26%	2.28%	2.27%
<i>BBG BARC Interm Govt/Credit Index*</i>	2.67%	2.67%	2.67%	2.67%
<i>Yield to Maturity/Call</i>	2.97%	2.96%	2.96%	2.96%
<i>BBG BARC Interm Govt/Credit Index*</i>	3.21%	3.21%	3.21%	3.21%
<i>Duration</i>	3.35	3.36	3.32	3.34
<i>BBG BARC Interm Govt/Credit Index*</i>	3.90	3.90	3.90	3.90

Portfolio Return Comparisons

<i>2018 3rd Qtr Return</i>	0.35%	0.33%	0.34%
<i>BBG BARC Interm Govt/Credit Index*</i>	0.21%	0.21%	0.21%
<i>YTD Return</i>	-0.43%	-0.42%	-0.39%
<i>BBG BARC Interm Govt/Credit Index*</i>	-0.76%	-0.76%	-0.76%
<i>Annualized Return Since Inception</i>	4.25%	4.28%	4.41%
<i>BBG BARC Interm Govt/Credit Index*</i>	4.46%	4.46%	4.48%

**CONTINGENCY FUND
PERFORMANCE HISTORY**

	Quarter Ended 7/1/2018 - 9/30/2018	YTD 1/1/18 - 9/30/2018	Inception Month through 9/30/2018*
Taxable Fixed Income	0.35%	-0.43%	4.25%
BBG BARC Interm Govt/Credit Index	0.21%	-0.76%	4.46%
Total Account Gross of Fees	0.35%	-0.42%	4.16%
Total Account Net of Fees	0.24%	-0.75%	3.65%

Cash Flows / Market Value Summary

Market Value as of December 31, 2007	\$	1,278,554.82
Contributions	\$	2,017.45
Withdrawals	\$	(8,532.82)
Net Contributions / Withdrawals - 2008	\$	(6,515.37)
Market Value as of December 31, 2008	\$	1,355,543.65
Net Contributions / Withdrawals - 2009	\$	(2,396.34)
Market Value as of December 31, 2009	\$	1,419,099.12
Net Contribution / Withdrawals - 2010	\$	(7,398.39)
Market Value as of December 31, 2010	\$	1,481,152.29
Net Contribution / Withdrawals - 2011	\$	(7,628.66)
Market Value as of December 31, 2011	\$	1,548,521.46
Net Contribution / Withdrawals - 2012	\$	(7,947.92)
Market Value as of December 31, 2012	\$	1,597,499.67
Net Contribution / Withdrawals - 2013	\$	(7,973.65)
Market Value as of December 31, 2013	\$	1,582,397.20
Net Contribution / Withdrawals - 2014	\$	(7,594.39)
Market Value as of December 31, 2014	\$	1,597,468.21
Net Contribution / Withdrawals - 2015	\$	(7,287.45)
Market Value as of December 31, 2015	\$	1,608,540.98
Net Contribution / Withdrawals - 2016	\$	(7,341.05)
Market Value as of December 31, 2016	\$	1,621,798.57
Net Contribution / Withdrawals - 2017	\$	(7,247.50)
Market Value as of December 31, 2017	\$	1,646,962.12
Net Contribution / Withdrawals - 2018	\$	(5,313.82)
Market Value as of September 30, 2018	\$	1,633,916.56

*Inception Dates Listed Below:

Taxable Fixed Income 07/01/1997

Portfolio Profile Report

Portfolio	Contingency Fund
Market Value	\$ 1,631,387
Pricing Date	09/28/2018
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	09/28/2018

Statistics (MV Weighted)	Portfolio	Index	Diff
Effective Duration (yrs)	3.35	3.90	-0.55
Eff Duration vs Index (%)	85.90		
Average Life (yrs)	3.67	4.30	-0.60
Yield to Maturity (%)	2.97	3.21	-0.24
Yield to Worst (%)	2.97	3.21	-0.24
Average Credit Quality	AA / Aa2	AA+	
Average Coupon (%)	2.21	2.61	-0.40
Average Price (\$)	97.39	97.79	-0.40
Current Yield (%)	2.27	2.67	-0.40

Credit Quality	%Portfolio	%Index	%Diff
AAA	50.08	64.74	-14.66
AA	12.45	4.99	7.46
A	35.32	13.73	21.59
BBB	2.15	16.54	-14.39
<BBB	-	-	-
NR	-	-	-

Effective Duration (yrs)	%Portfolio	%Index	%Diff
NA	-	-	-
<0	-	-	-
0 to 1	14.69	0.28	14.41
1 to 3	35.21	40.84	-5.63
3 to 4	12.22	15.04	-2.82
4 to 6	27.52	25.53	1.99
6 to 8.5	10.05	17.83	-7.78
>8.5	0.31	0.48	-0.17

Eff Maturity (Avg Life yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	11.64	0.03	11.61
1 to 3	36.33	39.03	-2.70
3 to 5	23.44	27.63	-4.19
5 to 10	28.59	33.31	-4.72
10 to 20	-	-	-
> 20	-	-	-

Final Maturity (yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	11.64	-	11.64
1 to 3	35.38	38.28	-2.90
3 to 5	23.14	27.56	-4.42
5 to 10	29.84	34.17	-4.33
10 to 20	-	-	-
> 20	-	-	-

Coupon	%Portfolio	%Index	%Diff
< 3%	80.01	72.38	7.63
3% to 4%	16.50	16.34	0.16
4% to 5%	2.86	6.78	-3.92
5% to 6%	0.62	2.32	-1.70
6% to 7%	-	1.18	-1.18
> 7%	-	1.00	-1.00

Sector Weightings	%Portfolio	%Index	%Diff
Treasuries	42.81	59.07	-16.26
U.S. TIPS	5.09	-	5.09
Govt Related Agencies	0.91	4.65	-3.74
Govt Related Loc Auth	4.58	0.60	3.98
Govt Related Sovereign	-	0.93	-0.93
Govt Related Supranatl	-	2.82	-2.82
Corporates Financial	16.75	12.66	4.09
Corporates Industrial	28.36	17.75	10.61
Corporates Utility	1.48	1.52	-0.04
Securitized ABS	-	-	-
Securitized CMBS	-	-	-
Securitized MBS Pass	-	-	-
Securitized Covered	-	-	-
Securitized CMO	-	-	-
N/A	-	-	-

*Benchmark index belongs to the Bloomberg Barclays family of Indices. The rating logic is the Bloomberg Barclays Index Rating.

TOWN OF BAY HARBOR CONTING-IMA

TOWN OF BAY HARBOR CONTING-IMA

Date Range: 7/1/1997 through 9/30/2018

			Last 3 Months		Year To Date		Selected Dates ¹	
Class	Benchmark	Portfolio Allocation	Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	1.09%	0.35%	0.44%	0.86%	1.11%	1.83%	1.92%
Fixed Income	BBG BARC Interm Govt/Credit Index	98.91%	0.35%	0.21%	-0.43%	-0.76%	4.25%	4.46%
Totals	Class Blended Benchmark	100.00%	0.35%	2.40%	-0.42%	2.48%	4.16%	6.55%
Totals (Net of Fees)	Class Blended Benchmark	100.00%	0.24%	2.40%	-0.75%	2.48%	3.65%	6.55%

Information in this report is based on sources believed to be reliable but is not guaranteed. The information herein is not intended to be investment, tax or legal advice. Please consult with your tax or legal professional before taking action based on this information. Past performance is not indicative of future results.

FOOTNOTES:

¹ Annualized Return

Account summary

September 1, 2018 - September 30, 2018

Investment Manager For Town Of
Bay Harbor Islands Broad Causeway
Contingency Fund Under Agreement
Dated July 3, 2018

Account activity

Market value

Market value as of September 1, 2018:	\$ 1,641,236.71
Additions	10.30
Withdrawals	-10.30
Change in investment value (Net of fees, includes income)	-7,320.15
Market value as of September 30, 2018:	\$ 1,633,916.56
Accrued income as of September 30, 2018:	9,851.13
Total market value plus accrued income	\$ 1,643,767.69

Cash and money market activity

Cash/money market balance as of September 1, 2018:	\$ 16,339.98
Income	2,247.82
Receipts	10.30
Sales/Maturities	0.00
Disbursements	-629.18
Purchases	0.00
Cash/money market balance as of September 30, 2018:	\$ 17,968.92

Income summary

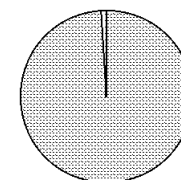
	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	2,247.82	27,269.59
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 2,247.82	\$ 27,269.59

	Short term	Long term
Year to date realized net gain/loss	\$-397.26	\$-8,257.38
(For annual tax preparation please refer to your annual tax letter)		

Account profile

Investment objective:
Maximum income

Asset allocation



1% Cash & cash equivalents
99% Fixed income

Asset summary

	Market value
Cash & cash equivalents	\$ 17,968.92
(Includes income cash of \$ 1,190,727.29)	
Fixed income Taxable	1,615,947.64
Total assets	\$ 1,633,916.56

Bond maturities

Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	
\$ 184,200.00	\$ 969,162.05	\$ 506,081.25	\$ 0.00	Par value
11.1%	58.4%	30.5%	0.0%	% of par value



BNY MELLON
WEALTH MANAGEMENT

www.bnymellonwealthmanagement.com

Portfolio manager Charles Sachs

**GENERAL FUND
PERFORMANCE HISTORY**

	Quarter Ended 7/1/2018 - 9/30/2018	YTD 1/1/18 - 9/30/2018	Inception Month through 9/30/2018*
Taxable Fixed Income	0.33%	-0.42%	4.28%
BBG BARC Intern Govt/Credit Index	0.21%	-0.76%	4.46%
Total Account Gross of Fees	0.33%	-0.40%	4.19%
Total Account Net of Fees	0.22%	-0.74%	3.68%

Cash Flows / Market Value Summary

Market Value as of December 31, 2007	\$ 2,268,409.73
Contributions	\$ 3,412.05
Withdrawals	\$ (14,980.55)
Net Contributions / Withdrawals - 2008	\$ (11,568.50)
Market Value as of December 31, 2008	\$ 2,421,780.96
Net Contributions / Withdrawals - 2009	\$ (4,263.57)
Market Value as of December 31, 2009	\$ 2,524,552.73
Net Contribution / Withdrawals - 2010	\$ (13,164.96)
Market Value as of December 31, 2010	\$ 2,637,367.00
Net Contribution / Withdrawals - 2011	\$ (13,569.75)
Market Value as of December 31, 2011	\$ 2,750,455.09
Net Contribution / Withdrawals - 2012	\$ (14,116.60)
Market Value as of December 31, 2012	\$ 2,836,814.09
Net Contribution / Withdrawals - 2013	\$ (14,158.80)
Market Value as of December 31, 2013	\$ 2,810,396.98
Net Contribution / Withdrawals - 2014	\$ (13,487.16)
Market Value as of December 31, 2014	\$ 2,837,294.45
Net Contribution / Withdrawals - 2015	\$ (12,942.18)
Market Value as of December 31, 2015	\$ 2,857,170.30
Net Contribution / Withdrawals - 2016	\$ (13,035.08)
Market Value as of December 31, 2016	\$ 2,880,950.74
Net Contribution / Withdrawals - 2017	\$ (13,188.09)
Market Value as of December 31, 2017	\$ 2,924,378.08
Net Contribution / Withdrawals - 2018	\$ (9,499.53)
Market Value as of September 30, 2018	\$ 2,901,756.29

*Inception Dates Listed Below:
Taxable Fixed Income 7/1/1997

Portfolio Profile Report

Portfolio	General Fund
Market Value	\$ 2,893,440
Pricing Date	09/28/2018
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	09/28/2018

Statistics (MV Weighted)	Portfolio	Index	Diff
Effective Duration (yrs)	3.36	3.90	-0.54
Eff Duration vs Index (%)	86.15		
Average Life (yrs)	3.68	4.30	-0.60
Yield to Maturity (%)	2.96	3.21	-0.25
Yield to Worst (%)	2.96	3.21	-0.25
Average Credit Quality	AA / Aa2	AA+	
Average Coupon (%)	2.20	2.61	-0.41
Average Price (\$)	97.34	97.79	-0.45
Current Yield (%)	2.26	2.67	-0.41

Credit Quality	%Portfolio	%Index	%Diff
AAA	50.68	64.74	-14.06
AA	12.50	4.99	7.51
A	34.74	13.73	21.01
BBB	2.08	16.54	-14.46
<BBB	-	-	-
NR	-	-	-

Effective Duration (yrs)	%Portfolio	%Index	%Diff
NA	-	-	-
<0	-	-	-
0 to 1	15.52	0.28	15.24
1 to 3	33.88	40.84	-6.96
3 to 4	12.94	15.04	-2.10
4 to 6	26.96	25.53	1.43
6 to 8.5	10.35	17.83	-7.48
>8.5	0.35	0.48	-0.13

Eff Maturity (Avg Life yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	12.94	0.03	12.91
1 to 3	34.29	39.03	-4.74
3 to 5	24.38	27.63	-3.25
5 to 10	28.38	33.31	-4.93
10 to 20	-	-	-
> 20	-	-	-

Final Maturity (yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	12.94	-	12.94
1 to 3	33.39	38.28	-4.89
3 to 5	24.04	27.56	-3.52
5 to 10	29.63	34.17	-4.54
10 to 20	-	-	-
> 20	-	-	-

Coupon	%Portfolio	%Index	%Diff
< 3%	80.75	72.38	8.37
3% to 4%	15.86	16.34	-0.48
4% to 5%	2.69	6.78	-4.09
5% to 6%	0.70	2.32	-1.62
6% to 7%	-	1.18	-1.18
> 7%	-	1.00	-1.00

Sector Weightings	%Portfolio	%Index	%Diff
Treasuries	43.36	59.07	-15.71
U.S. TIPS	5.40	-	5.40
Govt Related Agencies	0.69	4.65	-3.96
Govt Related Loc Auth	4.82	0.60	4.22
Govt Related Sovereign	-	0.93	-0.93
Govt Related Supranatl	-	2.82	-2.82
Corporates Financial	16.32	12.66	3.66
Corporates Industrial	27.91	17.75	10.16
Corporates Utility	1.51	1.52	-0.01
Securitized ABS	-	-	-
Securitized CMBS	-	-	-
Securitized MBS Pass	-	-	-
Securitized Covered	-	-	-
Securitized CMO	-	-	-
N/A	-	-	-

*Benchmark index belongs to the Bloomberg Barclays family of Indices. The rating logic is the Bloomberg Barclays Index Rating.

TOWN OF BAY HARBOR-GEN FUND-IMA**TOWN OF BAY HARBOR-GEN FUND-IMA**

Date Range: 7/1/1997 through 9/30/2018

			Last 3 Months		Year To Date		Selected Dates ¹	
Class	Benchmark	Portfolio Allocation	Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	1.16%	0.35%	0.44%	0.87%	1.11%	1.75%	1.92%
Fixed Income	BBG BARC Interm Govt/Credit Index	98.84%	0.33%	0.21%	-0.42%	-0.76%	4.28%	4.46%
Totals	Class Blended Benchmark	100.00%	0.33%	2.40%	-0.40%	2.48%	4.19%	6.58%
Totals (Net of Fees)	Class Blended Benchmark	100.00%	0.22%	2.40%	-0.74%	2.48%	3.68%	6.58%

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FOOTNOTES:¹ Annualized Return

Account summary

September 1, 2018 - September 30, 2018

Investment Manager For Town Of Bay
Harbor Islands General Fund Under
Agreement Dated July 3, 2018

Account activity

Market value

Market value as of September 1, 2018:	\$ 2,914,906.79
Additions	19.35
Withdrawals	-19.35
Change in investment value (Net of fees, includes income)	-13,150.50
Market value as of September 30, 2018:	\$ 2,901,756.29
Accrued income as of September 30, 2018:	17,235.43
Total market value plus accrued income	\$ 2,918,991.72

Cash and money market activity

Cash/money market balance as of September 1, 2018:	\$ 31,089.99
Income	3,894.26
Receipts	19.35
Disbursements	-1,118.40
Sales/Maturities	0.00
Purchases	0.00
Cash/money market balance as of September 30, 2018:	\$ 33,885.20

Income summary

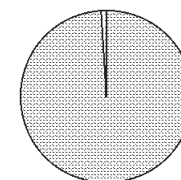
	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	3,894.26	48,140.99
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 3,894.26	\$ 48,140.99

	Short term	Long term
Year to date realized net gain/loss	\$-641.20	\$-14,397.40
(For annual tax preparation please refer to your annual tax letter)		

Account profile

Investment objective:
Maximum income

Asset allocation



1% Cash & cash equivalents
99% Fixed income

Asset summary

	Market value
Cash & cash equivalents	\$ 33,885.20
(Includes income cash of \$ 2,315,984.56)	
Fixed income Taxable	2,867,871.09
Total assets	\$ 2,901,756.29

Bond maturities

Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	
\$ 366,300.00	\$ 1,688,251.35	\$ 891,946.25	\$ 0.00	Par value
12.4%	57.3%	30.3%	0.0%	% of par value



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Portfolio manager Charles Sachs

**WATER FUND
PERFORMANCE HISTORY**

	Quarter Ended 7/1/2018 - 9/30/2018	YTD 1/1/18 - 9/30/2018	Inception Month through 9/30/2018*
Taxable Fixed Income	0.34%	-0.39%	4.41%
BBG BARC Intern Govt/Credit Index	0.21%	-0.76%	4.48%
Total Account Gross of Fees	0.34%	-0.38%	4.26%
Total Account Net of Fees	0.23%	-0.71%	3.75%

Cash Flows / Market Value Summary

Market Value as of December 31, 2007	\$ 1,837,151.93
Contributions	\$ 2,672.65
Withdrawals	\$ (511,419.15)
Net Contributions / Withdrawals - 2008	\$ (508,746.50)
Market Value as of December 31, 2008	\$ 1,437,731.17
Net Contributions / Withdrawals - 2009	\$ (2,559.30)
Market Value as of December 31, 2009	\$ 1,517,388.69
Net Contribution / Withdrawals - 2010	\$ (7,911.44)
Market Value as of December 31, 2010	\$ 1,584,011.73
Net Contribution / Withdrawals - 2011	\$ (8,154.75)
Market Value as of December 31, 2011	\$ 1,653,460.13
Net Contribution / Withdrawals - 2012	\$ (8,494.25)
Market Value as of December 31, 2012	\$ 1,707,646.24
Net Contribution / Withdrawals - 2013	\$ (8,520.42)
Market Value as of December 31, 2013	\$ 1,690,428.39
Net Contribution / Withdrawals - 2014	\$ (8,113.04)
Market Value as of December 31, 2014	\$ 1,706,486.60
Net Contribution / Withdrawals - 2015	\$ (7,784.69)
Market Value as of December 31, 2015	\$ 1,718,419.51
Net Contribution / Withdrawals - 2016	\$ (7,848.27)
Market Value as of December 31, 2016	\$ 1,732,327.07
Net Contribution / Withdrawals - 2017	\$ (7,933.07)
Market Value as of December 31, 2017	\$ 1,723,120.73
Net Contribution / Withdrawals - 2018	\$ (5,692.67)
Market Value as of September 30, 2018	\$ 1,745,900.68

*Inception Dates Listed Below:
Taxable Fixed Income 6/1/1997

Portfolio Profile Report

Portfolio	Water Fund
Market Value	\$ 1,741,141
Pricing Date	09/28/2018
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	09/28/2018

Statistics (MV Weighted)	Portfolio	Index	Diff
Effective Duration (yrs)	3.32	3.90	-0.58
Eff Duration vs Index (%)	85.13		
Average Life (yrs)	3.63	4.30	-0.70
Yield to Maturity (%)	2.96	3.21	-0.25
Yield to Worst (%)	2.96	3.21	-0.25
Average Credit Quality	AA / Aa2	AA+	
Average Coupon (%)	2.22	2.61	-0.39
Average Price (\$)	97.45	97.79	-0.34
Current Yield (%)	2.28	2.67	-0.39

Credit Quality	%Portfolio	%Index	%Diff
AAA	50.96	64.74	-13.78
AA	12.23	4.99	7.24
A	34.80	13.73	21.07
BBB	2.01	16.54	-14.53
<BBB	-	-	-
NR	-	-	-

Effective Duration (yrs)	%Portfolio	%Index	%Diff
NA	-	-	-
<0	-	-	-
0 to 1	13.77	0.28	13.49
1 to 3	36.78	40.84	-4.06
3 to 4	12.84	15.04	-2.20
4 to 6	26.36	25.53	0.83
6 to 8.5	9.96	17.83	-7.87
>8.5	0.29	0.48	-0.19

Eff Maturity (Avg Life yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	11.48	0.03	11.45
1 to 3	36.94	39.03	-2.09
3 to 5	24.23	27.63	-3.40
5 to 10	27.34	33.31	-5.97
10 to 20	-	-	-
> 20	-	-	-

Final Maturity (yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	11.48	-	11.48
1 to 3	36.05	38.28	-2.23
3 to 5	23.94	27.56	-3.62
5 to 10	28.52	34.17	-5.65
10 to 20	-	-	-
> 20	-	-	-

Coupon	%Portfolio	%Index	%Diff
< 3%	80.11	72.38	7.73
3% to 4%	16.62	16.34	0.28
4% to 5%	2.68	6.78	-4.10
5% to 6%	0.59	2.32	-1.73
6% to 7%	-	1.18	-1.18
> 7%	-	1.00	-1.00

Sector Weightings	%Portfolio	%Index	%Diff
Treasuries	43.52	59.07	-15.55
U.S. TIPS	5.41	-	5.41
Govt Related Agencies	0.85	4.65	-3.80
Govt Related Loc Auth	4.57	0.60	3.97
Govt Related Sovereign	-	0.93	-0.93
Govt Related Supranatl	-	2.82	-2.82
Corporates Financial	16.27	12.66	3.61
Corporates Industrial	27.98	17.75	10.23
Corporates Utility	1.39	1.52	-0.13
Securitized ABS	-	-	-
Securitized CMBS	-	-	-
Securitized MBS Pass	-	-	-
Securitized Covered	-	-	-
Securitized CMO	-	-	-
N/A	-	-	-

*Benchmark index belongs to the Bloomberg Barclays family of Indices. The rating logic is the Bloomberg Barclays Index Rating.

BAY HARBOR WATER FUND-IMA**BAY HARBOR WATER FUND-IMA**

Date Range: 6/1/1997 through 9/30/2018

			Last 3 Months		Year To Date		Selected Dates ¹	
Class	Benchmark	Portfolio Allocation	Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	1.18%	0.35%	0.44%	0.86%	1.11%	1.92%	1.93%
Fixed Income	BBG BARC Interm Govt/Credit Index *	98.82%	0.34%	0.21%	-0.39%	-0.76%	4.41%	4.48%
Totals	Class Blended Benchmark	100.00%	0.34%	-0.01%	-0.38%	-0.28%	4.26%	4.60%
Totals (Net of Fees)	Class Blended Benchmark	100.00%	0.23%	-0.01%	-0.71%	-0.28%	3.75%	4.60%

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FOOTNOTES:

¹ Annualized Return

Account summary

September 1, 2018 - September 30, 2018

Investment Manager For The Town Of
Bay Harbor Water Fund Under
Agreement Dated July 3, 2018

Account activity

Market value

Market value as of September 1, 2018:	\$ 1,753,611.51
Additions	11.60
Withdrawals	-11.60
Change in investment value (Net of fees, includes income)	-7,710.83
Market value as of September 30, 2018:	\$ 1,745,900.68
Accrued income as of September 30, 2018:	10,294.65
Total market value plus accrued income	\$ 1,756,195.33

Cash and money market activity

Cash/money market balance as of September 1, 2018:	\$ 18,847.58
Income	2,431.91
Receipts	11.60
Sales/Maturities	0.00
Disbursements	-672.78
Purchases	0.00
Cash/money market balance as of September 30, 2018:	\$ 20,618.31

Income summary

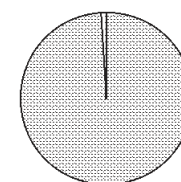
	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	2,431.91	29,522.74
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 2,431.91	\$ 29,522.74

	Short term	Long term
Year to date realized net gain/loss	\$-366.40	\$-8,214.95
(For annual tax preparation please refer to your annual tax letter)		

Account profile

Investment objective:
Maximum income

Asset allocation



1% Cash & cash equivalents
99% Fixed income

Asset summary

	Market value
Cash & cash equivalents	\$ 20,618.31
(Includes income cash of \$ 1,076,777.66)	
Fixed income Taxable	1,725,282.37
Total assets	\$ 1,745,900.68

Bond maturities

Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	
\$ 194,200.00	\$ 1,060,319.75	\$ 516,081.25	\$ 0.00	Par value
11.0%	59.9%	29.1%	0.0%	% of par value



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Portfolio manager Charles Sachs



2018 Mid-Year Bond Outlook

The tax legislation passed by Congress in December 2017 was the main catalyst for stronger domestic economic growth in the first half of 2018. Real gross domestic product (GDP) grew an annualized 2.7% during the period compared to only 2.3% for 2017, while the unemployment rate fell below 4% for the first time in almost two decades.

The rosier economic backdrop gave the Federal Reserve ample justification to continue their policy of gradually notching up short-term interest rates. Not surprisingly, the federal funds rate was increased 25 basis points (bps) following both the March and June Open Market Committee Meetings.

Unlike 2017, intermediate- and longer-term domestic rates actually moved higher in correlation with the increases in short-term rates and with slightly higher expectations for future inflation. The range of yields on the Treasury 10-year note went from 2.5% at the beginning of the year to a high of 3.1% in May before settling in at 2.9% by the end of June.

Consequently, the total return on most fixed income benchmarks was negative for the first half of 2018. The Bloomberg/Barclays Aggregate Bond index returned -1.6%, while the Bloomberg/Barclays Municipal Bond index returned -0.3%.

Exhibit 1: Treasury Yields

10-Year Constant Maturity Treasury Note Yields



As of 6/30/2018. Source: Bloomberg

Exhibit 2: Break-Even Inflation Rate

Rolling Implied Inflation on 10-Year Treasury



As of 6/30/2018. Source: Bloomberg

Global Interest Rates Unchanged

The move higher in interest rates was mostly isolated to the U.S. Interest rates on sovereign bonds for the other G5 countries were essentially unchanged, and many still peg their short-term rates at or near zero. The theme of synchronized global growth did not materialize to the degree most economists had predicted. Brexit negotiations and the threat of more meaningful trade wars seem to have dampened non-U.S. growth.

Exhibit 3: Treasury Yields Decouple?

Difference Between 10-year U.S. and 10-Year Germany



As of 6/30/2018. Source: Bloomberg

Treasury Supply

Another ingredient for higher domestic interest rates is the material increase in Treasury supply. The tax legislation and additional budget-driven deficits have resulted in an increase of nearly \$1 trillion of borrowing needs in 2018. That follows the additional \$500 billion increase in 2017. Taking the additional borrowing needs into consideration, the rise in interest rates has been rather orderly. For now, foreign demand has been ample due to the increasing relative attractiveness of U.S. yields.

Corporate Bonds

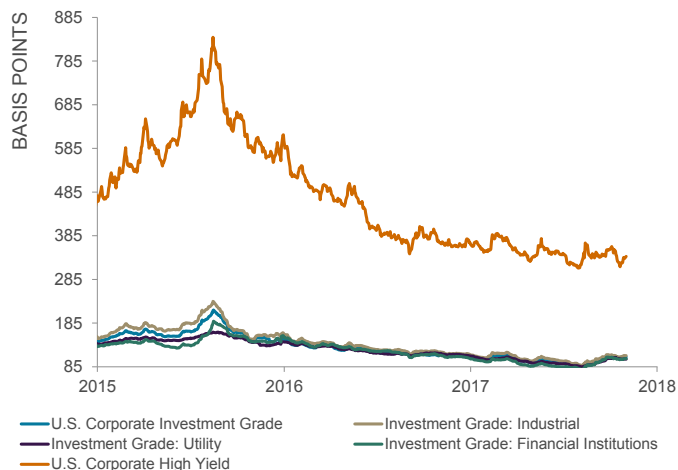
Investment-grade corporate bonds had a disappointing first half of 2018. Investment-grade bond credit spreads increased 27 bps, from 89 bps at the beginning of the year to 116 bps at the end of June. This produced negative total returns for the reporting period. The Bloomberg/Barclays Aggregate Bond index was -3.3%, with financial companies as the worst-performing subsector.

Equity market volatility and renewed concerns in the European banking system were the major reasons for the weaker tone. In addition, the expected material slowdown of new corporate bond issuance did not occur. Predictions of a slowdown of new-issue supply ranged 10–20% lower than last year's record level. Continued borrowing from merger and acquisition deals offset the concept of corporate repatriation of foreign-held profits, resulting in less need for new domestic borrowings. As a result, new-issue supply of investment-grade corporate debt is on pace to match last year's record level.

Non-investment grade, or high-yield, corporate bonds produced better total returns than investment-grade corporate bonds did for the period. The range of yield spreads was more volatile, but the actual widening was less severe. High-yield spreads only increased 20 bps and the total sector produced a modest 0.3% return.

Exhibit 4: Investment Grade Credit Spreads

3-Year Option Adjusted Spread Changes

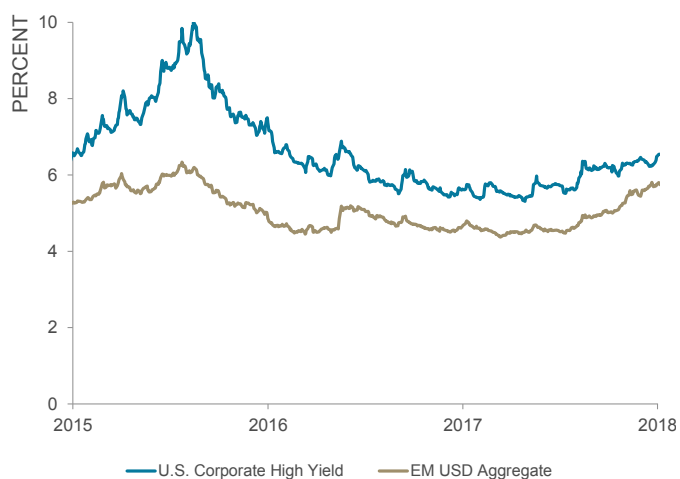


As of 6/30/2018. Source: Barclays Capital

Emerging Market Debt

In a bit of a reversal of fortune, the worst-performing portion of the fixed income market has been emerging market debt. After back-to-back years of significant outperformance, the Bloomberg/Barclays Emerging Market index posted a negative return of -3.8% for dollar-denominated bonds and -5.5% for unhedged, or local, currency. Growing concerns about trade wars and isolated political uncertainty from countries like Argentina and Turkey were key drivers for negative returns. In local currency, Argentinian sovereign debt posted a return of -38% and Turkey was not much better at -26%.

Exhibit 5: Emerging Markets vs. High Yield
Yield to Worst



As of 6/30/2018. Source: Barclays Capital

Municipal Bonds

As many predicted, municipal bonds fared relatively well compared to taxable fixed income securities in the first half of 2018. However, the underlying components of the return differentials were somewhat surprising. The increase in yields of an AAA-rated 10-year municipal bond was actually slightly more than the yield of a 10-year Treasury note over the reporting period, and the increase in yields of 30-year AAA-rated municipals was almost double the increase in yields on the 30-year Treasury bond. Short-maturity municipal bonds significantly outperformed relative-maturity Treasury securities.

The yield-curve dynamics between the two markets were quite different. The municipal bond market had a “bear steepener” and the Treasury market had a “bear flattener” (i.e., yields on longer municipals moved higher than short maturities and Treasury short-maturity yields moved higher than the yields on longer-dated Treasuries). In addition, unlike corporate bonds, the yield spreads on lower-quality municipal bonds tightened during the period. In fact, the worst-performing quality bucket was AAA-rated securities, which returned -0.5% compared to 0.4% for BBB-rated municipals.

Exhibit 6: Municipal Credit Quality Returns
2016–2018 Year-to-Date



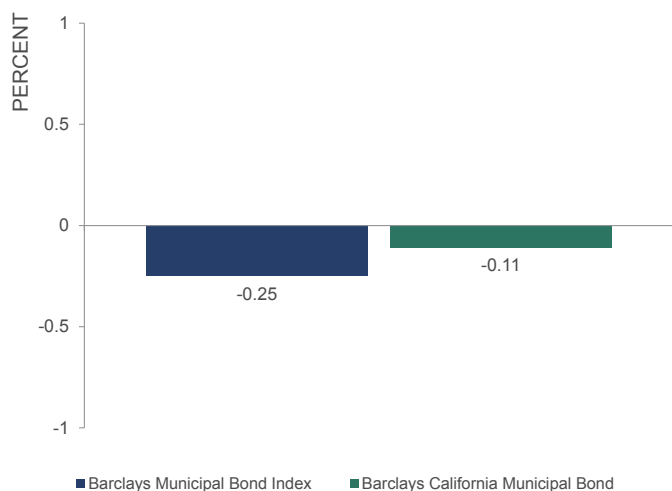
As of 6/30/2018. Source: Barclays Capital

The outperformance is attributable to favorable supply/demand characteristics in the municipal bond market. Last year’s supply of roughly \$425 billion was punctuated by the all-time monthly record supply of \$63 billion in December. The real and perceived threat of changes to the tax code pushed many issuers to come to market before year-end 2017. That resulted in a lull of issuance during the first half of 2018. Supply of new issue municipal bonds in 2018 is on pace to be closer to \$325 billion, or \$100 billion lower than last year. Furthermore, the concern about potential large net selling from traditional institutional holders of municipal securities (banks, property and casualty insurance companies) has yet to materialize.

As of year-end 2017, institutional buyers held roughly \$900 billion of the \$3.9 trillion of outstanding municipal securities. Given the potential effective tax bracket reduction from 35% to as low as 21%, the need for tax-exempt interest income for these owners was justifiably much lower. However, our estimate of net secondary selling of municipal securities from institutional holders was in the \$25 billion range, most of that coming from regional banks. Many institutional holders seem content to allow holdings to roll off or mature rather than sell large portions of their portfolios.

Furthermore, demand from high net worth individuals was positive and steady, especially after tax season. Total inflows into open-end municipal bond mutual funds exceeded \$6 billion. Demand from high net worth investors who reside in states that were heavily impacted by the limited deductibility of high in-state income and property taxes has been particularly robust. California municipal securities have seen an outsized imbalance, which has driven their total returns materially higher than national averages.

Exhibit 7: California vs. Municipal Bond Index Returns 2018 Year-to-Date



As of 6/30/2018. Source: Barclays Capital

Another factor for the outperformance of municipal securities is an improving credit outlook, especially for states. As of the beginning of July, only one state does not have a fully enacted budget. At this time last year, 10 states lacked a fully enacted budget. Budget passage was less combative this year due to higher projected tax revenues generated from stabilized economies. A contributing factor in forecasted revenue growth was the additional revenue that will hypothetically be generated from the Supreme Court ruling allowing states to tax online sales.

With growing economies and enacted budgets, state ratings should stabilize over the near term. Over the last two fiscal years, 11 states have seen their credit ratings decline, with only a few upgrades. Furthermore, many states are using some of the additional tax revenue to potentially replenish underfunded pensions, but this action varies drastically state by state and many states and localities have put themselves in very deep and troubling positions. Consequentially, we remain guarded and particularly concerned about how municipal credits will fair in the next recession.

Conclusion

Our outlook for the remainder of 2018 is for a slight improvement in total returns across fixed income markets. While we still believe the Federal Reserve has the desire to increase interest rates two more times in 2018, we would not be surprised to see only one additional tightening. As of early July, the market is pricing only a 47% probability of two 25 basis point moves for the remainder of the year. We are also calling for a flatter yield curve, so intermediate- and long-term interest rates could very easily be roughly unchanged by year-end. This, coupled with stabilizing credit spreads, should help boost fixed income total returns on the taxable side.

However, we reiterate our concern about potential volatility in the high-yield space and caution investors who have an overweight position there. We also continue to favor floating-rate high yield compared to fixed high yield. Our outlook for municipal bonds is for continued relative strong performance. A favorable supply/demand environment with stable credit outlook should help maintain a positive tone. Additionally, we are monitoring the recent weakness in the emerging market fixed income arena. This overdue correction may lead to an opportunity to get a limited exposure back into our client portfolios, but an immediate move into the emerging markets could prove premature.

While our outlook calls for less supply and more modest returns, we believe it is very important to hold a mix of fixed income strategies to provide stability and a source of income within a well-diversified portfolio. Investors should avoid the noise generated by the political news cycle and instead focus on the important role fixed income plays in their portfolios.

About the Author

John F. Flahive

Head of Fixed Income

John is the head of fixed income for BNY Mellon Wealth Management and is responsible for all fixed income strategy, policy and management. He is chairman of the Bond Strategy Committee, and is a member of the Investment Strategy Committee, Investment Policy Committee, and Asset Review Committee.

He has more than 30 years of investment experience and has been an investment manager with the firm since 1994. Prior to joining the firm, he was a senior portfolio manager and vice president with Neuberger & Berman, and a vice president and associate portfolio manager with T. Rowe Price.

John holds a bachelor's degree in business administration from Saint Michael's College, a master of business administration from Clarkson University, and attended New York University's Graduate School of Business Administration for Visiting Professionals. He is a CFA charterholder.

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AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 2.

ITEM: Legislative Report - Dave Caserta

DESCRIPTION:

This is our annual meeting where the council provides guidance as to their focus and priorities this year in Tallahassee. Mr. Caserta will be there to listen to the council as to their priorities and needs for the upcoming session.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 4.

ITEM: A **Resolution** approving an Employment Agreement between J.C. Jimenez and the Town of Bay Harbor Islands and authorizing the Mayor to executed the attached agreement.

DESCRIPTION:

At the October Council Meeting the Town Council made a motion to have the Town Attorney and the Mayor negotiate the terms of the Employment Agreement between the Town and JC Jimenez to serve as Town Manager. The Employment Agreement is attached to the Resolution as Exhibit A.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The position of Town Manager is a budgeted position. The salary that was budgeted for FY 2018-2019 was \$179,482. The Employment Agreement proposes a salary of \$170,000.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. Resolution appointing and approving contract for Town Manager Jimenez
2. Jimenez Employment Agreement (rev. 10-31-18)

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, APPOINTING J.C. JIMENEZ TO SERVE AS THE NEXT TOWN MANAGER FOR THE TOWN OF BAY HARBOR ISLANDS; APPROVING AN EMPLOYMENT AGREEMENT BETWEEN J.C. JIMENEZ AND THE TOWN ATTACHED AS EXHIBIT “A”; AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED EMPLOYMENT AGREEMENT; AND PROVING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.01 of the Town Charter of the Town of Bay Harbor Islands requires that there shall be a Town Manager who shall be the Chief Administrative Officer of the Town as appointed by the Town Council; and

WHEREAS, following a discussion at the October Council meeting, the Town Council wishes to appoint J. C. Jimenez as the next Town Manager of the Town of Bay Harbor Islands as provided by Section 3.01 of the Town Charter; and

WHEREAS, the attached Employment Agreement (Exhibit A) has been negotiated between J.C. Jimenez and the Town of Bay Harbor Islands; and

WHEREAS, the Town Council wishes to authorize the Mayor to execute the attached agreement outlining the terms and conditions agreed to by both parties.

NOW THEREFORE, be it resolved that:

Section 1. J.C. Jimenez is hereby appointed to serve as the next Town Manager for the Town of Bay Harbor Islands, as of November 14, 2018.

Section 2. The Mayor is hereby authorized to execute the attached Employment Agreement (Exhibit A) as approved by the Town Council.

Section 3. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 13th day of November, 2018.

Stephanie Bruder, MAYOR

ATTEST:

Marlene M. Siegel TOWN CLERK

APPROVED AS TO FORM:

Craig B. Sherman, TOWN ATTORNEY

TOWN OF BAY HARBOR ISLANDS EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation (hereinafter referred to as the "Town"), and JUAN CARLOS JIMENEZ (hereinafter referred to by "JC" or as "Town Manager").

WITNESSETH:

WHEREAS, the Town desires to employ JC as Town Manager of the Town of Bay Harbor Islands, Florida, as provided for in the Town Charter of the Town of Bay Harbor Islands; and

WHEREAS, the Town, through its Town Council, desires to provide for certain benefits and compensation for the Town Manager and to establish conditions of employment applicable to the Town Manager; and

WHEREAS, JC desires to accept employment as Town Manager of the Town of Bay Harbor Islands under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The Town of Bay Harbor Islands hereby hires and appoints JC as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Town Charter and the Town Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign.

B. The Town's employment of JC as Town Manager shall be effective on November 14, 2018. This Agreement shall remain in effect until terminated by the Town or by the Town Manager as provided herein.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of one hundred seventy thousand dollars (\$170,000.00) payable in installments at the same time as other Town employees are paid.

B. The Town will provide the Town Manager with the same cost of living adjustments that it provides to the Town's general employees.

C. Additionally, the Town agrees to increase said base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Council may determine desirable on the basis of an annual performance evaluation of the Town Manager. Such evaluation shall be in such form as the Council deems appropriate and the first evaluation shall be conducted on the one (1) year anniversary of this Employment Agreement, and, thereafter on each annual anniversary of this Employment Agreement.

D. The Town's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with any material provision of this Agreement

Section 3. Duties and Obligations.

A. The Town Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the Town of Bay Harbor Islands. The Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Town Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Town Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Town Council, provided that such activities shall not interfere with his primary obligation to the Town as its Town Manager. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, spread over a five (5) day work week (Monday through Friday). The Town Manager also agrees to make himself accessible to the Town Council during weekends, if reasonably necessary.

C. In the event the Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Town Manager related to such service, such money or property shall be promptly paid over to or delivered to the Town, unless otherwise provided by the Town Council.

D. In the event the Town Manager is unable to perform his duties for more than fourteen (14) consecutive days, the Town Council shall designate an Acting Town Manager in accordance with the Town Charter and Code of Ordinances.

Section 4. Automobile Allowance and Communications Equipment

The Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. The Town shall grant to the Town Manager an automobile allowance of five hundred dollars (\$500.00) per month, and the Town Manager shall

purchase, maintain, insure said vehicle naming the Town as an additional insured. The Town also agrees to reimburse the Town Manager for mileage for travel outside of Miami-Dade County associated with business of the Town at the same rate as other Town employees are reimbursed provided that the Town Manager furnishes the Town with copies of all receipts for which the Town Manager seeks reimbursement.

B. The Town shall provide the Town Manager with a Town cell phone to use for Town business purposes.

Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association, and the Florida City and County Management Association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Council.

Section 6. Professional Development

Subject to the Town's prior approval, which shall not be unreasonably withheld, the Town agrees to pay reasonable and customary travel and subsistence expenses for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference and the Florida League of Cities' annual conference. The Town may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by Council action.

Section 7. Community Involvement

The Town recognizes the desirability of representation in and before local civic and other organizations and encourages the Town Manager to participate in these organizations to foster a continuing awareness of the Town's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave

Town Manager shall be eligible for four (4) weeks of paid vacation per year and may accrue no more than five (5) days in each year for sick leave, for a total of no more than five (5) weeks per year. The five (5) days sick leave shall be in accordance with Town policy applicable to same. Unused vacation time may be rolled over at the end of the year to the next year.

Section 9. Holidays

The Town Manager is entitled to the same paid holidays as the general Town staff.

Section 10. Health, Dental, Life and Disability Insurance

A. The Town Manager shall be permitted to continue membership in the Town's health and dental insurance plan, each and every year of employment, and to be covered by all of its provisions and benefits.

B. The Town agrees to purchase a term life insurance equal to one times annual salary on behalf of and for the benefit of the manager.

C. The Town Manager will participate in the same long-term disability insurance program as the other Town employees.

D. The above listed insurance shall be effective upon employment.

Section 11. Pension/Retirement

The Town will allow the Manager to continue in the Bay Harbor pension system at a cost determined by the pension fund actuary. The Town will direct the current contribution to the Town pension system, and then take future contributions from future salary increases.

Section 12. Termination by the Town and Severance Pay

A. The Town Manager shall serve at the pleasure of the Town Council, and the Town Council may terminate this Agreement and the Town Manager's employment with the Town at any time, for any reason or for no reason.

B. Should a majority of the entire Council (four (4) members) vote to terminate the services of the Town Manager "without cause", then within ten (10) business days following such vote, the Council shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including personal time off, holiday time and insurance but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Town Manager's employment, the Council shall cause the Town Manager to be paid a lump sum severance pay equal to twenty (20) weeks of his base salary as full and complete payment and satisfaction of any claims of the Town Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Town Manager shall, prior to

receipt thereof, execute and deliver to the Town a general release of all claims of the Town and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing), including but not limited to all matters related to, arising out of, or concerning this Employment Agreement or the Town Manager's Employment from the beginning of time until the date of release, said release to be prepared by the Town Attorney. The Town Manager shall also return to the Town any and all Town property for which the Town Manager has in his possession, use and/or control within ten (10) days of his termination.

C. In the event the Town Manager is terminated for "just cause," the Town shall have no obligation to pay the amounts outlined in Section 12, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

D. In the event the Council, at any time during the employment term, reduces the salary or other benefits of the Town Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Town Manager, the Town Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the Town Manager

may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal. Notwithstanding the foregoing, however, any such alleged violation shall not be deemed termination "without cause" unless and until so determined by a court of competent jurisdiction.

Section 13. Termination by the Town Manager

The Town Manager may terminate this Agreement at any time by delivering to the Town Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the Town Manager terminates this Agreement, then the provisions of Section 12, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued personal time off. The Town shall have no further financial obligation to Employee pursuant to this Agreement. The Town Manager shall also return to the Town any and all Town property for which the Town Manager has in his possession, use and/or control within ten (10) days of his termination.

Section 14. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph B of this Agreement.

Section 15. Indemnification.

A. Town shall defend, save harmless, and indemnify the Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence, disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence or disregard of human rights, safety, or property. In such instance, the Town Manager shall reimburse the Town for any damages including legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 16. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law.

Section 17. Code of Ethics

Inasmuch as the Town Manager is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Town Manager's conduct and actions as Town Manager of the Town.

Section 18. Attorney's Fees

If any litigation is commenced between the parties concerning, relating to, or arising out of any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 19. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Town Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from

this Agreement, shall be filed and litigated in Miami-Dade County, Florida.

F. Upon Town Manager's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries; and
2. Payment of accrued leave balances in accordance with this Agreement.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it. Further, signed copies shall be valid for all purposes in lieu of originals.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Executed by the TOWN this _____ day of _____, 2018.

TOWN OF BAY HARBOR ISLANDS

By: _____
STEPHANIE BRUDER, Mayor

ATTEST:

Town Clerk

Executed by the TOWN MANAGER this _____ day of _____, 2018.

Witnesses:

Print Name: JUAN CARLOS JIMENEZ
Town Manager

Print Name:

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 5.

ITEM: Approval of the April 16, 2018 Regular Council Meeting Minutes.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 4-16-18 reg DRAFT

MINUTES OF A REGULAR MEETING TOWN OF BAY HARBOR ISLANDS

A Regular Council Meeting of the Town Council was held on Monday April 16, 2018 at 7:47 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

SPECIAL PRESENTATION:

~~Item 1. Legislative Report – Senator Daphne Campbell~~

Item 3.5. Bay Harbor Islands Police Explorers

Item 2. Report requested by Council Member Reid from the Miami Beach Chamber of Commerce.

Jerry Libbin, Chamber of Commerce, came forward to report on the ongoing activities that are coordinated between the Chamber of Commerce and the Town. He explained that it's been a joint effort to continue to fund the school nurse initiative; the Annual Halloween Event and Annual Town Picnic. He added that the Chamber of Commerce recently donated 20 computers to the Ruth K. Broad Center K-8 Center.

There was a brief discussion on the suggestion for the Chamber of Commerce to conduct more round table meetings with the Business District; advertising for the local businesses; monthly events and other possible events that could be hosted in Town.

ACTION: Council Member Tricoche made a motion to accept the report from the Chamber of Commerce. Council Member Leonard seconded the motion and it passed unanimously.

Item 3. Formal presentation of the Town's Comprehensive Annual Financial Report for the year ended September 30, 2017. Mr. Michael Futterman of Marcum LLP represents the Town's auditors and will be present at the meeting.

Town Auditor, Michael Futterman, presented the report for the fiscal year ending September 30, 2017. He provided a brief explanation on the Town Manager Financial responsibilities; the audit process; the Town Manager analysis and the Town's balance budget.

PUBLIC COMMENT

John Vetter, 10350 W. Bay Harbor Drive, came forward and asked if the past due utilities accounts pay for an interest.

CLOSED PUBLIC COMMENT

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid requested future agenda items on utility billing and collection; Town Council term limits; Election of a Mayor and Park recognition for former Council Member Doris Marano.

Council Member Leonard requested a staff report for the parking on Bay Harbor Terrace and would like to also budget for an additional structure for one the Town parks.

Vice Mayor Fuller would like an update on the Attorney General Opinion on the possible Close Meeting to discuss security.

TOWN MANAGER'S REPORT:

Town Manager Wasson reported on an update with Atlantic Broadband and AT&T on the installation of new poles on the East Island.

Council Member Reid inquired about the annual mosquito control update. Town Manager Wasson reported speaking to the City of South Miami and Miami Dade County relating to the mosquito prevention initiatives and the programs were still being evaluated.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member Tricoche thanked all the residents that attended the Regular Council Meeting. She also attended the Spring Egg Hunt and Pizza with the Cops event.

Council Member Reid reported she attended the April Planning & Zoning Board Meeting; Miami Dade County League of Cities monthly meeting; the Annual Pelican Harbor Party and the Spring Egg Hunt.

Council Member Salver reported he received the Home Town Hero Award from the Florida League of Cities.

Council Member Leonard reported he received the Miami Dade County League of Cities President Award and also attended the Spring Egg Hunt and Pizza with the Cops Events.

Council Member Yaffe attended the Morris & Anita Broad Annual Town Picnic and the Pizza with the Cops event; and the monthly Miami Dade County League of Cities meeting.

Vice Mayor Fuller thanked the Town Council for appointing him as the Town Vice Mayor and congratulated Mayor Bruder on her appointment. He reported attending the Spring Egg Hunt; the monthly Miami Dade County League of Cities meeting; Attorneys Luncheon sponsor by the Miami Dade County League of Cities.

Mayor Bruder thanked the Town Council for appointing her as the Town Mayor.

PUBLIC COMMENT: There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

Victor Maya, 1155 103, came forward and felt that the Town deemed the building where he resides as an unsafe structure in retaliation for him running for Town Council. The building official cited the front stairway structure also known as the birdcage as unsafe the day after the Town Elections.

Town Manager Wasson provided a brief report on the 1155 103 Street better known as the Dexter Building. The Building Official condemned the front stairway (birdcage) structure as an unsafe structure. The notice that was issued was not for the entire Building. He further explained that the structure had deteriorated due to the erosion to the metal railings and the notice was issued for the resident's safety.

Juan Llarena, 1155 103 Street, came forward asked for the Council to consider the better walking space for pedestrians; pedestrians paths and electronic signs the business district.

Linda Zilber, 1235 95 street, came forward and congratulated Council Member Leonard on his appointment as president to the Miami Dade County League of Cities. She talked about a recent vote that was taken to appoint the League of Cities President Council Member Leonard where the Alternate Director Council Member Reid voted against the incoming president.

At this time Town Council consensus was to take a 5 minute recess.

The Town Council reconvened the regular meeting at 9:27 p.m.

Harry Bruder 1230 98 Street, came forward and stated that the Miami Herald voted the Town of Bay Harbor Islands as the one of the safest cities in America and that local school was voted one of the top school.

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the Town Council was against to other residents running for Town Council. She asked why wasn't there a candidate forum conducted.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and suggested to the Town Council to place a plaque on the Causeway Island in memory of Former Council Member Doris Marano.

Ree Kelly Stoppa, 77 Candem, came forward and felt it was embarrassing for the residents to attack the elected officials.

Paul Ruthfield, 1235 95 Street, came forward and felt that there were many elected officials that have inappropriate behavior.

Stacie Lurie 9270 W. Bay Harbor Drive, came forward and was shocked by the behavior by the elected officials.

COMMITTEE REPORTS:

CONSENT AGENDA: (Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

Item 4. Approval of the following Meeting Minutes:

a. September 25, 2017 - Budget Hearing

b. October 10, 2017 - Regular Council Meeting

Item 5. Approval of a Memorandum of Understanding (MOU) between the City of Miami Beach, North Bay Village, Town of Surfside, Bal Harbour Village and the Miami Beach Chamber of Education Foundation to implement a Nurse Initiative for the 2018-2019 school year. The Town's contribution this year is \$3,667.00.

ACTION: Council Member Fuller made a motion to approve the consent agenda. Council Member Yaffe seconded the motion and it passed unanimously.

ORDINANCES ON SECOND READING:

Item 6. Consideration and Approval of an ordinance on second reading requested by Mayor Leonard relating to bicycle parking on sidewalks, streets, right of way and public property in the Town.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED STREETS AND SIDEWALKS, BY ADDING SECTION 18-11 ENTITLED BICYCLE PARKING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Council Member Leonard clarified that the goal was to get people to place the bikes back on the racks.

PUBLIC COMMENT

France Neuhut, 1060 Kane Concourse, came forward and felt that the bicycle path was not safe for pedestrians.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the proposed ordinance on second reading. Vice Mayor Fuller seconded the motion and it passed unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 7. Consideration and Approval of an ordinance on first reading amending Section 23-12(6) of the Town Code related to floating vessels platforms and floating boat lifts.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS TO MODIFY SECTION 23-12(6) RELATED TO FLOATING VESSEL PLATFORMS AND FLOATING BOAT LIFTS; CREATING REGULATIONS FOR SUCH DOCKING FACILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Council Member Salver made a motion to approve the proposed ordinance. Council Member Reid seconded the motion for discussion.

Town Planner Miller clarified that the existing floating docks would be able to stay except for any floating docks that may be in the setback area.

PUBLIC COMMENT

David Aronow 10350 W. Bay Harbor Drive came forward and felt that the proposed regulation would add an additional burden on the property owners. He added the jet skis did not have an impact on the dock.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and stated that the Bay Roc Condominium hired an Engineer to conduct an assessment to the property seawall. She was not opposed to floating docks.

Scott Hannon, 9260 W. Bay Harbor Drive, came forward and was opposed to the proposed ordinance. He felt that it would limit the residents' access to the water.

CLOSED PUBLIC COMMENT

At this time Council Member Leonard requested the staff research on the subject matter and provide other cities regulations.

At this time the motion on the table to approve was withdrawn by Council Member Salver.

Item 8. Consideration and Approval of an ordinance on first reading amending the Town Code to provide enhanced outdoor lighting requirements.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES ENTITLED HOUSING BY MODIFYING SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING BY MODIFYING SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR LIGHTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Council Member Reid made a motion to discuss the proposed ordinance on lighting. Council Member Tricoche seconded the motion.

Town Manager Wasson explained that the proposed ordinance would enhance and update the lighting regulations.

There was a brief discussion on the outdated regulations on lighting; existing properties with lighting issues; addressing the lighting for multi-family developments and language that was being proposed.

PUBLIC COMMENT

Vincent Martino, 1050 95 Street, came forward and suggested for the new developments to implement timers for the pool lighting and also added that there were some building where the lighting faces down towards the neighboring building.

John Vetter, 10350 W. Bay Harbor Drive, came forward stated that the comments of retro fitting was made by the Planning & Zoning Board.

CLOSED PUBLIC COMMENT

Council Member Tricoche withdrew her motion and requested that the item be brought back to the Town Council for further analyses.

Item 9. Consideration and Approval of an ordinance on first reading requested by Council Member Yaffe amending Chapter 23 relating to vehicle parking lifts.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING, BY ADDING SECTION 23-24(H) ENTITLED VEHICLE PARKING LIFTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Vice Mayor Fuller made a motion to discuss the proposed ordinance for first reading. Mayor Bruder seconded the motion.

Council Member Yaffe requested the Town Council discuss the subject matter for safety reason and suggested to require trained personnel or valet staff available to operate the mechanical parking lifts.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that she attended Planning & Zoning Board meetings where parking lifts were part of a project submission and the developers were not asked to provided valet staff to operate the lifts. She was opposed to the parking lifts in the Business District.

Jerome Gavcovich, 1251 97 Street, came forward and was in favor of the parking lifts. He felt that the proposed amendment should not apply to residential homes. He felt that they were design mainly for multifamily developments.

Jeff Berchow, 200 S. Biscayne Blvd., came forward representing three property owners, each have site a site plans approval. Those projects were approved without the idea that a parking lifts attendee had to be provided. He felt that mechanical parking lifts were design to be operated by the owners.

CLOSED PUBLIC COMMENT

Council Member Reid reported that she attended a mechanical parking lift demonstration and was disturbed on the amount of noise. She suggested adding language to the ordinance on how to buffer the noise.

There was a brief discussion on the consensus to revise the text to grandfather the developments with new site plan approvals and also suggested to clean up the language on how the Town Council approves the parking lifts.

Council Member Fuller withdrew his motion for approval.

Item 10. Consideration and approval of an ordinance on first reading to implement the Planning and Zoning Board's initial recommended Code amendments for single-family home development (front yard open space / building façade criteria).

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO BUILDING ARTICULATION AND OPEN SPACE REQUIREMENTS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING CHAPTER 23-11 OF THE ZONING AND PLANNING CODE ENTITLED LAND DEVELOPMENT REGULATIONS; PROVIDING REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

There was a brief discussion on the suggestions to increase the number of trees in the front yard and the opposition of a 50% credit for impervious pavers.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and felt that there were some projects that do not meet code with their landscaping.

Jerome Gavcovich, 1251 97 Street, came forward and felt the Town Council should consider increasing the number trees in the front yard and implement a 50 % landscaping requirement to the front yard. He also suggested for the Planning & Zoning Board to discuss lot and building coverage.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on first reading. Council Member Tricoche seconded the motion subject to the following conditions:

1. The use of landscape strips in the driveways shall not be included in the 50% landscaping requirement.
2. Increase the amount of trees in the front yard, but no less than 2 trees.

Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

Items 11 through 15 were moved to the May 14th, 2018 Regular Council Meeting.

TOWN MANAGER ITEMS: (Town business items requiring Council approval)

~~Item 11. Consideration and Approval of a request for a six (6) month extension to file a Building Permit for site development plan for One Kane Concourse, LLC located at 9551 East Bay Harbor Drive. Enclosed is a letter from Attorney Mathew Amster and approved site plans.~~

~~12. Consideration and Approval of a request for a Business Tax Receipt for Immobile Assets Corp. to perform vehicle immobilization for property located at 1108 Kane Concourse. Enclosed is a copy of the Business Tax Receipt Application.~~

STAFF RECOMMENDATION: Council Discretion

DISCUSSION ITEMS:

~~Item 13. Discussion requested by Vice Mayor Bruder and Council Member Yaffe regarding a location for a temporary basketball court. Town Manager to report on the agreement with Bal Harbour to use their basketball court for the Town's Parks and Recreation aftercare program.~~

~~Item 14. Discussion requested by Council Member Reid on possible locations to host a Community Garage Sale.~~

~~Item 15. Discussion requested by Council Member Reid to adopt an ordinance that would prohibit campaign contributions by any Town vendors and developers. Enclosed is a copy of an ordinance adopted by the City of Miami Beach.~~

Meeting was adjourned at 11:14 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 6.

ITEM: Approval of a resolution extending a temporary moratorium for an additional 180 days on applications for communication facilities, and utility poles for collocation of small wireless facilities. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution is to extend the temporary moratorium for an additional one hundred eighty (180) days on applications for communication facilities including small wireless facilities and utility poles for collocation of small wireless facilities as defined by Section 337.401(7) of the Florida Statutes.

Enclosed is the proposed resolution that would extend the moratorium until June 6, 2019.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Resolution Extending Moratorium - Draft 10-23-18

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA CONTINUING AND EXTENDING THE TEMPORARY MORATORIUM ON APPROVING REGISTRATIONS AND APPLICATIONS FOR COMMUNICATION FACILITIES, INCLUDING SMALL WIRELESS FACILITIES AND UTILITY POLES FOR COLLOCATION OF SMALL WIRELESS FACILITIES AS DEFINED IN SECTION 337.401(7), FLORIDA STATUTES, FOR AN ADDITIONAL NINETY (90) DAYS FROM THE CURRENT EXPIRATION DATE

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the Town of Bay Harbor Islands, Florida (the “Town”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, Section 337.401, Florida Statutes was amended pursuant to the Florida Advanced Wireless Infrastructure Deployment Act (the “Act”) to permit communication facilities including small communications facilities and utility poles for collocation of small wireless facilities to be installed within the Town’s public rights-of-way, subject to appropriate regulations by municipalities; and

WHEREAS, to provide sufficient time to adopt appropriate regulations consistent with the Act, the Town Council adopted a temporary moratorium, Resolution No. 2139, on approving registrations and applications of communication facilities including small wireless facilities and utility poles for collocation of small wireless facilities as defined in the Act in the Town’s public rights-of-way, in the best interest of the Town; and

WHEREAS, the Town Council extended the temporary moratorium pursuant to Resolution No. 2151, whereby the moratorium currently expires on or about December 8, 2018; and

WHEREAS, the Town staff has provided to industry stakeholders for review, a proposed Ordinance to adopt appropriate regulations to address the placement and maintenance of communications facilities in the public rights-of-way, consistent with the Act; and

WHEREAS, industry stakeholders have reviewed and provided consolidated industry comments on the proposed draft Ordinance; and

WHEREAS, on September 28, 2018, the Federal Communications Commission issued an Order (“FCC Order”) addressing state and local government regulation of small wireless facilities in the public rights-of-way and the consolidated industry comments address to some extent, the impact of such FCC Order on the Act and proposed Town regulations; and

WHEREAS, to allow for adequate review of the consolidated industry comments, and to accommodate the schedule for regular meetings of the Town Council, the Town Council finds that it is in the public interest to extend the temporary moratorium an additional 180 days from its current expiration date.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that:

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Moratorium Extended. The temporary moratorium on approving registrations and applications for communication facilities including small wireless facilities and utility poles for collocation of small wireless facilities as defined by Section 337.401(7), Florida Statutes is hereby extended an additional one hundred eighty (180) days, expiring June 6, 2019, unless earlier terminated or repealed.

Section 3. Notwithstanding the temporary moratorium, the Town Council authorizes the Town Manager, and his designee, to act on requests for registrations and applications for permits for communications facilities in the public rights-of-way that are deemed necessary for governmental purposes, Town communications and in the public interest.

Section 4. Conflicts. In the event that the provisions of this Resolution are in conflict with any other Resolution or ordinance, then the provisions of this Resolution shall prevail.

Section 5. Report. The Town Manager shall bring the Town Council a report within 90 days providing recommendations on appropriate regulations for communication facilities in the Town's public rights-of-way, including small wireless facilities and utility poles for collocation of small wireless facilities as defined in the Act.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption. The temporary moratorium extended by this Resolution shall terminate one hundred eighty (180) days from December 8, 2018, unless repealed or extended, or terminated as a result of the adoption of an Ordinance amending the Town's Code addressing communication facilities including small wireless facilities and utility poles for collocation of small wireless facilities as defined in the Act.

PASSED AND ADOPTED this _____ day of _____, 2018.

By: _____
Stephanie Bruder
Mayor

ATTEST:

Marlene M. Siegel
Town Clerk

APPROVED AS TO FORM:

Frank C. Simone, Esq.
Assistant Town Attorney

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 7.

ITEM: Approval of a **resolution** authorizing the Town Manager to sign a contract with the Florida Department of Transportation (FDOT) for the installation and maintenance of bike racks and pavers along SR922 (Kane Concourse).

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The actual expenditure for the bike racks and pavers were included in FY2017-18

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. Agreement between FDOT and town - right of way improvements - bike racks and pavers
2. maintenance agreement - FDOT

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING THE TOWN TO ASSUME THE INSTALLATION AND MAINTENANCE OF BIKE RACKS AND DEORATIVE PAVERS ON STATE ROAD SR-922 (KANE CONCOURSE).

WHEREAS, the Florida Department of Transportation has jurisdiction over State Road (SR) 922 (Kane Concourse/96 Street), which is located within the limits of the Town; and

WHEREAS, the Town of Bay Harbor Islands, pursuant to Permit Number 2018-C-691-024, has drafted design plans for improvements along SR-922 (Kane Concourse/96 Street), for the installation of decorative pavers and bike racks; and

WHEREAS, the Town administration respectfully requests that the Town Council authorize the execution of an agreement with the Florida Department of Transportation authorizing the Town to assume the installation and maintenance of bike racks and decorative pavers on SR-922, Kane Concourse;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands as follows:

Section 1. The Town Manager is authorized to execute an agreement with the Florida Department of Transportation for the installation and maintenance of pavers and bike racks improvements on SR-922, Kane Concourse

PASSED and ADOPTED this 13th day of November, 2018.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

**FLORIDA DEPARTMENT OF TRANSPORTATION
DECORATIVE PAVERS AND BIKE RACKS
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH THE
TOWN OF BAY HARBOR ISLANDS**

This **AGREEMENT**, entered into on _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **TOWN OF BAY HARBOR ISLANDS**, a municipal corporation of the State of Florida, hereinafter called the **TOWN**, and collectively referred to as the **PARTIES**.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over **State Road (SR) 922 (Kane Concourse / 96th Street)**, which is located within the limits of the **TOWN**; and
- B. The **TOWN**, pursuant to **Permit Number 2018-C-691-024**, has drafted design plans for improvements along SR-922 (Kane Concourse / 96th Street), the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. The **TOWN** will install decorative pavers and bike racks along SR-922 within the **PROJECT LIMITS**, in accordance with the design plans for Permit Number # 2018-C-691-024 (the "Project"); and
- D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the decorative pavers and bike racks installed pursuant to the Project; and
- E. The **TOWN**, by Resolution No. _____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the decorative pavers and bike racks (collectively the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **TOWN** upon the **DEPARTMENT's** issuance of the executed Permit to the **TOWN**.

3. TOWN'S MAINTENANCE RESPONSIBILITIES

So long as the **IMPROVEMENTS** remain in place, the **TOWN** shall be responsible for the maintenance of the same. The **TOWN** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. The **TOWN** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **TOWN's** maintenance obligations shall include but not be limited to:

3.1 General Requirements:

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Ensure that all bike racks are installed per original plans and per manufacturer's recommendations.
- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure

of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.3 Decorative Pavers:

- a. Sweep the decorative pavers periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.
- b. Remove and properly dispose of litter from decorative pavers.
- c. Maintain and make repairs to the decorative pavers to prevent safety hazards for those using or intending to use the sidewalk.
- d. For any routine repairs or replacement due to noticeable color scarring or surface deterioration of the pavers, the product authorized installer should be contacted.
- e. The **TOWN** shall conduct annual condition surveys of the pavers for gaps, settlement, drop-offs, and other deficiencies for the life of the adjacent areas.
- f. Gaps within the pavers shall not exceed a quarter (1/4) of an inch.
- g. Differential settlement within the pavers shall not exceed a quarter (1/4) of an inch in depth.
- h. Ensure that no edge drop-offs adjacent to the pavers exist greater than two inches (2") measured to the adjacent areas. Restored areas must have no greater than one inch (1") drop-off.
- i. When remedial action is required in accordance with the above requirements, the **TOWN** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified to or by the **TOWN**.

The **TOWN** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **TOWN** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **TOWN** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **TOWN** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **TOWN's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **TOWN MANAGER**, to notify the **TOWN** of the maintenance deficiencies. From the date of receipt of the notice, the **TOWN** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof and invoice the **TOWN** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all of the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **TOWN** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given

hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the TOWN: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Attention: Town Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **TOWN's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.
- b. In the event that the **DEPARTMENT** is required to replace the sidewalk at any time as part of maintenance activities, a roadway project, or related construction activities, the **DEPARTMENT** shall replace the same as a concrete type sidewalk, and the **TOWN's** maintenance obligations under this **AGREEMENT** shall terminate. However, the **TOWN** may, with the approval of the **DEPARTMENT**, upgrade the sidewalk type at its sole cost and expense with the understanding that the **TOWN** shall assume all maintenance obligations for the upgraded sidewalk, and enter into a new maintenance agreement.

7. TERMINATION

In addition to the provisions of Section 6(b) hereunder, this **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **TOWN** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **TOWN** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **TOWN** pertinent to this **AGREEMENT** unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days written advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.
- d. By the **TOWN**, upon thirty (30) days advance written notice to the **DEPARTMENT**.

Prior to termination of the **AGREEMENT** under this Section, the **TOWN** shall, at its sole cost and expense, remove all the **IMPROVEMENTS** and restore the area to a standard concrete sidewalk, in accordance with the **DEPARTMENT'S** guidelines, standards, and procedures, and to the satisfaction of the **DEPARTMENT**, and shall further any remaining **IMPROVEMENTS**, and restore the area to the same or similar condition as existed prior to the installment of the **IMPROVEMENTS**, in accordance with the **DEPARTMENT'S** guidelines, standards, and procedures, and to the satisfaction of the **DEPARTMENT**.

8. TERMS

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.
- b. E-Verify

The **TOWN** shall:

- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **TOWN** 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 **TOWN's** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **TOWN**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **TOWN** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the **DEPARTMENT**.

The **TOWN'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 **TOWN's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification

shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **TOWN** of a claim shall not release the **TOWN** of the above duty to defend and indemnify the **DEPARTMENT**.

The **TOWN** shall pay all costs and reasonable attorney's 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 **TOWN's** evaluation of liability or its inability to evaluate liability shall not excuse the **TOWN's** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **TOWN**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

TOWN OF BAY HARBOR ISLANDS:

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION:

BY: _____
Town Manager

BY: _____
District Director of
Transportation Operations

ATTEST: _____ (SEAL)
Town Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: _____
Town Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the **IMPROVEMENTS** to be maintained by the **TOWN** under this **AGREEMENT**.

State Road Number: 922

Local Street Names: Kane Concourse / 96th Street

Agreement Limits: W Bay Harbor Drive to E Bay Harbor Drive

County: Miami-Dade

EXHIBIT 'B'

TOWN OF BAY HARBOR ISLANDS RESOLUTION

To be herein incorporated once ratified by the **TOWN** Board of Commissioners.

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 8.

ITEM: Consideration and Approval to utilize the Lauderhill Lakes contract with Enterprise Fleet Management for the lease of three (3) new Public Works vehicles in the amount of \$19,496.16. Enclosed please find a copy of the proposed lease agreement, pricing sheet, City of Lauderdale Lakes RFP and supporting documents.

DESCRIPTION:

Consideration and approval of an expenditure for the lease of three (3) new Public Works vehicles through Enterprise Fleet Management, paid from the Causeway Budget. The annual lease cost per vehicle is as follows:

- | | | | | | | | | | |
|----|------|----------|-------|------|-------------|-------|------------|-----|---------------------|
| 1) | Van | for | the | Town | Electrician | - | \$7,187.16 | per | year |
| 2) | Ford | Explorer | for | Town | Engineer | - | \$6,091.20 | per | year |
| 3) | Ford | F-150 | Truck | for | Public | Works | department | - | \$6,217.80 per year |

The total expense for this year's budget is \$19,496.16. The lease amounts include all aftermarket equipment such as lighting and Town decals, maintenance program and dashboard. Please refer to the Pricing list to view details on the total cost per vehicle.

This is a five year lease agreement.

As per section 2-1.2(6) of the Town Code, staff is seeking permission to "piggy back" off of Lauderdale Lakes current contract with Enterprise Fleet Management. Attached is a copy of the Lauderdale Lakes RFP, RFP response and Resolution.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item was approved in the FY 2018-2019 budget. The total cost in fiscal year 2018-2019 is \$19,496.16. We budgeted \$19,500.00.

BUDGET IMPACT:

Submitted By: Melissa Cruz, Finance Director

ATTACHMENTS

1. Explorer Spec Pages-Bay Harbor

2. Ford F-150 Specs-Bay Harbor
3. Transit Van Spec Pages-Bay Harbor
4. Master Agreement- Bay Harbor
5. City of Lauderdale Lakes 2014 RFP- Vehicle Procurement (complete package...
6. City of Lauderdale Lakes - RFP Response
7. Resolution 2015-74 City of Lauderdale Lakes
8. Menu Pricing- Bay Harbor 10-29-18



Open-End (Equity) Lease Rate Quote

Quote No: 3923512

VEHICLE INFORMATION:

2019 Ford Explorer Base 4dr Front-wheel Drive - US
Series ID: K7B

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White
Interior: 7L - (0 I) Medium Stone w/Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
113WB	113" Wheelbase	STD	STD
44J	Transmission: 6-Speed SelectShift Automatic	Included	Included
7	Cloth Bucket Seats	Included	Included
7L_01	(0 I) Medium Stone w/Cloth Bucket Seats	NC	NC
998	Engine: 3.5L Ti-VCT V6 (FFV)	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.39 Non-Limited-Slip Axle Ratio	Included	Included
STDGV	GVWR: 6,160 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P245/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" Painted Aluminum	Included	Included
SYNC	SYNC Communication & Entertainment System	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
Roof Rack: rails only
Body Side Cladding: black bodyside cladding
Grille: metal-look w/chrome surround grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 4 12V DC power outlets

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display

Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Clock: in-dash clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 2 fixed third row head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
3rd Row Seat Type: fixed third row 50-50 split-bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: leather/chrome shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 288-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



Open-End (Equity) Lease Rate Quote

Quote No: 3974678

VEHICLE INFORMATION:

2019 Ford F-150 XL 4x2 Regular Cab Styleside 6.5 ft. box 122 in. WB - US
Series ID: F1C

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White
Interior: AG - (0 I) Medium Earth Gray w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Base	NC	NC
122WB	122" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
446	Transmission: Electronic 6-Speed Automatic	Included	Included
53ABAR	Upgraded Front Stabilizer Bar	Included	Included
53A	Trailer Tow Package (Fleet)	\$ 548.00	\$ 595.00
53B	Class IV Trailer Hitch Receiver	Included	Included
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	\$ 253.00	\$ 275.00
85A	XL Power Equipment Group	\$ 433.00	\$ 470.00
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front Windows	Included	Included
96W	Spray-In Bedliner	\$ 548.00	\$ 595.00
99B	Engine: 3.3L V6 PDFI	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AG_02	(0 I) Medium Earth Gray w/Vinyl 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,100 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/4 Speakers	Included	Included
STDTR	Tires: P245/70R17 BSW A/S	Included	Included
X26	3.73 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speakers: 8 speakers
1st Row LCD: 2 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity: max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine: 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission: 6-speed automatic w/ OD and auto-manual



Open-End (Equity) Lease Rate Quote

Quote No: 3921653

VEHICLE INFORMATION:

2019 Ford Transit-150 Base w/60/40 Pass-Side Cargo Doors Low Roof Cargo Van 129.9 in. WB - US
Series ID: E1Z

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White
Interior: VK - (0 I) Pewter w/Vinyl Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Order Code 101A	NC	NC
130WB	130" Wheelbase	STD	STD
16E	Front & Rear Vinyl Floor Covering	Included	Included
17A	Fixed Rear-Door Glass	\$ 69.00	\$ 75.00
21G	Pewter Vinyl Dual Bucket Seats	Included	Included
425	50-State Emissions System	NC	NC
43B	Back Up Alarm	\$ 115.00	\$ 125.00
446	Transmission: 6-Speed Automatic w/OD & SelectShift	Included	Included
53B	Heavy-Duty Trailer Tow Package	\$ 447.00	\$ 485.00
58U	Radio: AM/FM Stereo	Included	Included
59B	Tow/Haul Mode w/Trailer Wiring Provisions	Included	Included
60C	Cruise Control w/Message Center	\$ 299.00	\$ 325.00
86F	2 Additional Keys (4 Total)	\$ 69.00	\$ 75.00
913	4 Front Speakers	Included	Included
96D	Load Area Protection Package (Full Height)	\$ 207.00	\$ 225.00
99G	Engine: 3.5L EcoBoost V6	\$ 1,716.00	\$ 1,865.00
HITCH	Frame Mounted Hitch Receiver	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 8,600 lbs	Included	Included
STDTR	Tires: 235/65R16C AS BSW	Included	Included
STDWL	Wheels: 16" Steel w/Black Center Hubcap	Included	Included
V	Vinyl Front Bucket Seats	Included	Included
VK_01	(0 I) Pewter w/Vinyl Front Bucket Seats	NC	NC
X7L	3.73 Limited-Slip Axle Ratio	\$ 299.00	\$ 325.00
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: fully galvanized steel body material
: class III trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Floor Console: partial floor console with box
Overhead Console: full overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speakers: 8 speakers
1st Row LCD: 1 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: aero-composite halogen headlamps
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Low Tire Pressure Warning: low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key In Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

Side Impact Bars: side-impact bars

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Panic Alarm: panic alarm

Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Seat Mounted Armrest: driver and passenger seat mounted armrests

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Leather Upholstery: vinyl front seat upholstery

Headliner Material: front cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Cargo Space Trim: vinyl/rubber cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 310-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this seventeenth day of September, 2018, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Town of Bay Harbor Islands, Florida

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

By: -
Title: -

By: Brett Frazee
Title: Vice President

Address: 9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Date Signed: _____, _____

Date Signed: _____, _____

REQUEST FOR PROPOSALS



PURCHASE/ LEASE/ FINANCE MUNICIPAL UTILITY VEHICLES

RFP# 15-1301-02R

**CITY OF LAUDERDALE LAKES
DEPARTMENT OF FINANCIAL SERVICES
4300 N W 36TH STREET
LAUDERDALE LAKES, FLORIDA 33319-5599
(954) 535-2828**



REQUEST FOR PROPOSALS (RFP)

The CITY of Lauderdale Lakes is requesting sealed proposals for the purchase, lease and/or finance of eighteen (18) municipal utility vehicles, over a three year period, for the CITY as described hereto. Proposals shall be received at the Department of Financial Services, CITY of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, Florida 33319-5599, **prior to 3:00 p.m. Local Time, on December 18, 2014**, at which time this RFP will be publicly declared closed. Proposals will not be accepted after this time.

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

Proposers shall submit **ONE (1) MARKED ORIGINAL AND SIX (6) PHOTOCOPIES OF THE COMPLETED RFP PACKAGE** in a sealed envelope. The Proposer shall also include in the package a CD with the RFP submittal information. The Proposal Name, RFP Number, and time and date of the RFP closing shall be clearly marked on the outside of the sealed envelope. Facsimile responses shall not be accepted.

All RFP submittals shall be in sealed envelopes addressed to the Department of Financial Services, City of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, Florida 33319-5599, and plainly marked on the outside:

RFP #: 15-1301-02R
RFP Name: Purchase/ Lease/ Finance Municipal Utility Vehicles
RFP Closing Date: Thursday December 18, 2014 @ 3:00PM

Proposals shall remain valid for a period of one-hundred twenty (120) calendar days after the day set for the opening of Proposals, although proposers may withdraw their proposal at any time.

The CITY of Lauderdale Lakes reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

Advertisement Dates

Saturday, November 15, 2014

Saturday, November 22 , 2014

City of Lauderdale Lakes by:

Sharon Houslin, City Clerk



**REQUEST FOR PROPOSAL #: 15-1301-02R
PURCHASE/LEASE/FINANCE MUNICIPAL UTILITY VEHICLES**

INSTRUCTIONS TO PROPOSERS

DEFINITIONS

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

Bid, Request for Proposal, RFP or Proposal: terms used interchangeably in this Request for Proposal while retaining the same meaning.

CITY or Owner: City of Lauderdale Lakes, Florida, the public body, agency or instrumentality for which a Contract is to be performed. In the event the CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to CITY's authority as a governmental body and shall not be attributable in any manner to the CITY as a party to the Contract.

Contract: The written agreement for performance of the Scope of Work entered into between the CITY and the successful Proposer.

Contract Administrator: The Director of Public Works or some other employee expressly designated as the Contract Administrator in writing by the CITY Manager, who is the representative of the CITY concerning the Contract Documents.

Financed: Shall mean the method by which the CITY procures vehicles other than through a one-time cash payment. This can include multi-year leasing (open or closed end); lease to own; lease buy-back; simple interest or pre-computed loan financing, or a combination thereof.

Notice to Proceed: A written notice to the Vendor authorizing the commencement of work according to the contract.

Proposer: Any individual(s), firm(s), partnership, corporation, limited-liability company, or other legal entity submitting a proposal in response to this RFP, acting directly or through a duly authorized representative.

Vendor: Any individual(s), firm(s), partnership, corporation, limited-liability company, or other legal entity receiving a Contract as a result of this RFP, acting directly or through a duly authorized representative.

1.0 PURPOSE

- 1.1 The CITY is currently in need of replacing part of its motor vehicle fleet and is seeking alternative ways of procuring fleet vehicles. Methods under consideration include outright purchase of some vehicles; multi-year leasing (open or closed end); lease to own; lease buy-back; simple interest or pre-computed loan financing, or a combination thereof.
- 1.2 Through this RFP, the CITY is seeking proposals for the procurement of up to eighteen (18) vehicles over a three (3) year period. The CITY reserves the right to order any amount of cash purchase and/or financed vehicles it deems in the best interest of the CITY.



- 1.3 The Contract that results from this RFP will consist of a three (3) year initial period, with two (2) optional one (1) year renewal periods. All vehicles ordered under this contract are expected to remain in use by the CITY for five (5) to seven (7) years. The Vendor's responsibilities under this Contract will cease when the last vehicle leased under this Contract is sold and the end-of-lease balance is reconciled.
- 1.4 The CITY currently outsources vehicle maintenance to local maintenance shops within the CITY. Therefore, the CITY is interested in securing "bumper-to-bumper" extended warranties for the full length of the finance term along with proposals which included all scheduled maintenance.
- 1.5 This RFP establishes a general scope and terms of services that should form the basis of each proposal.

2.0 VEHICLE USAGE

- 2.1. Vehicles leased under this contract will be used by CITY employees to conduct official CITY business. All vehicle operators will be appropriately licensed and have a satisfactory driving record.
- 2.2. Vehicles leased under this contract will NOT be used by law enforcement personnel. The majority of the vehicles will be used by the Public Works Department.
- 2.3. The CITY will use and operate, and permit the use and operation of each vehicle in a careful manner and in compliance with all requirements of any governmental authority having jurisdiction, as applicable.
- 2.4. The CITY will maintain responsibility for paying all fines and other liens that might be incurred against a vehicle leased under this contract, and will hold the Vendor harmless from and against any and all such fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of a leased vehicle.
- 2.5. The CITY of Lauderdale Lakes comprises less than four square miles and, as such, CITY vehicles typically accumulate less than five thousand miles per year.

3.0 PROGRAM SCOPE OF SERVICES

3.1 Program Overview

The CITY is looking for a comprehensive solution for the procurement, maintenance and replacement of fleet vehicles. This will include the additional services described in this section. Proposers are expected to submit proposals that address all portions of this section. If a Proposer is unable to satisfy every element of this section but chooses to submit a proposal anyway, it must clearly identify the element(s) it is unable to satisfy and the reason it cannot meet the requirement. The CITY will review any exceptions taken but, at its sole discretion, may determine the proposal not responsive to the CITY's requirements and remove it from further consideration.



3.2 Procurement

Currently, the CITY requires the vehicles shown in Table 1 below that satisfy the purchase specifications provided herein. The CITY currently has the funds available to purchase those vehicles identified in Table 1 as a Cash purchase. The balance of the vehicles will be procured via the financing option proposed by the selected vendor. The CITY will apply and pay for new tags for all vehicles procured as part of this contract.

Table 1 Vehicle Requirements

The table below identifies the current vehicle needs of the CITY.

LAUDERDALE LAKES 2014 VEHICLE ACQUISITION						
YR	Qty	Description	Chassis Spec.	Body Spec.	Cash	Financing
1	1	15,000 # CAB & CHASSIS 4X4 DUMP BOX TRUCK	1.1	C	X	
1	2	COMPACT EXTENDED CAB PICKUP TRUCK - 4X2	1.2			X
1	1	1/2 TON PICKUP TRUCK - 4X2 – LONG BED	1.3			X
1	1	1/2 TON PICKUP TRUCK - 4X2 – STANDARD BED	1.4			X
1	1	15 PASSENGER VAN	1.5			X
1	1	UTILITY CARGO VAN	1.6			X
1	2	3/4 TON PICKUP TRUCK - 4X4	1.7		X	
1	2	ELECTRIC ADMINISTRATIVE VEHICLE	1.8		X	
2	2	COMPACT 4-DOOR ADMINISTRATIVE VEHICLES	2.1			X
2	1	SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2	2.2			X
2	1	30,000 # CAB & CHASSIS FLAT BED DUMP	2.3	D	X	
3	1	30,000 # CAB & CHASSIS FORESTRY BUCKET TRUCK	2.3	E	X	
3	2	SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2	2.2			X

Each vehicle shall be equipped as described in the specifications and with certain options and add-ons as described herein and in **Attachment 1- Purchase Specifications**.

3.3 Trade-in

The CITY has several vehicles to offer as trade-ins for the Financed vehicles shown in Table 2 below. A detailed description of the vehicles, along with pertinent data and photographs is contained in **Attachment 2- Trade-in Descriptions**. A lump-sum credit for the aggregate value of the trade-in vehicles will be applied toward the replacement vehicles being financed.

**Table 2 Trade-ins**

The table below identifies the vehicles to be traded in. See **Attachment 2** for more details. The vehicles will be turned over to the Vendor along with the assigned title. CITY tags will be removed from the vehicles and retained by the CITY.

LAUDERDALE LAKES 2014 VEHICLE TRADE-INS						
No	Make/Model	Body/Trim	Model Year	Fuel Type	Drive	Yr
9114	Ford F-Series	12ft Dump Box	1997	Diesel	2WD	1
8207	Chevy Pickup 1500		1998	Gas	2WD	1
9226	Dodge Ram Pickup		2001	Gas	2WD	1
9227	Chevy Crew Cab 3500		2000	Gas	2WD	1
8241	Chevy 1500 Pickup		1998	Gas	2WD	1
9265	Dodge Dually Pickup		2001	Gas	2WD	1
8209	Chevy 15 Passenger Van		1999	Gas	2WD	1
9243	Dodge Durango		2002	Gas	4WD	1
9217	Chevy Cargo Van		1998	Gas	2WD	1
9208	Ford Taurus		1998	Gas	2WD	2
6246	Dodge Durango		2002	Gas	2WD	2
9244	Dodge Durango		2003	Gas	4WD	2
9148	International	12ft Flat Dump	2002	Diesel	2WD	2
9150	Sterling Tandem	14CY Const Dump	2002	Diesel	2WD	3
4200	Dodge Durango		2002	Gas	2WD	3
9200	Dodge Durango		2003	Gas	2WD	3

NOTE: Proposers may inspect the trade-in vehicles during the entire bid cycle between the hours of 8:00 AM and 4:00 PM. Proposers may contact the Public Works Department at (954) 535- 2815 to make an appointment. The Fleet Superintendent's direct number is (954) 535-2758. The vehicles are stored at 3463 NW 43rd Avenue (the yard is behind Fire Station 37)

3.4 Vehicle Maintenance

The Proposer will include in the cost of the purchase a comprehensive “bumper-to-bumper” warranty which only excludes the wear items tires, wiper blades and brake pads. This warranty will extend for six years or 36,000 miles, whichever comes first.

The Proposer will include in the monthly Finance price a comprehensive “bumper-to-bumper” warranty which only excludes the wear items tires, wiper blades and brake pads. This warranty will extend for six years or 36,000 miles, whichever comes first.



In addition, the Proposer will include in the monthly Finance price the cost to perform all scheduled maintenance on the vehicle for a period of six years as well as recalls, warranty and non-warranty repairs. The maintenance schedule shall be in accordance with the recommended maintenance by the manufacturer.

Consideration will be given by the CITY for the location of the maintenance facility specified by the Proposer.

4.0 LEASING TERMS AND CONDITIONS

4.1 General Requirements:

The CITY is requiring all Vendors to use the following lease parameters for evaluation purposes. Upon award, the CITY will negotiate with the successful Vendor the appropriate lease parameters the CITY deems necessary for each individual vehicle leased.

4.1.1 The following represents the CITY's requirements for a lease:

- 60 month Closed-Ended Lease with 50k miles
- Provide all terms and conditions of the lease contract
- List all applicable fees and charges

4.2 Lease Termination:

Vendor must supply End of Term Balance and the Estimated Resale Value within 30 days of the termination of any lease.

4.3 Vehicle Disposal:

Vendor will be responsible for the disposal of all leased vehicles. Vehicles will be sold within 90 days of consignment to the Vendor. Vendor will supply CITY with at least two of the highest bids for the vehicles within 30 days after vehicle is returned by CITY.

4.4 Reconciliation:

Vehicle sales proceeds received by the Vendor will be used to reconcile the remaining Reduced Book Value and any other charges remaining on the lease. Any proceeds remaining after the lease is reconciled will be returned to the CITY. Any deficits remaining will be paid by the CITY.

4.5 Lease Extension:

In the case of 36 and 48-month leases, the CITY, at its discretion, may desire to extend the lease term for an additional period of time that mutually agreeable to the CITY and the Vendor. In no case will the total lease term exceed 60 months. Requests for extension of a lease will be submitted 30 days prior to the expiration of lease termination. Vendor will make adjustments, if any, to the lease payments, and will re-submit the Reduced Book Value for the end of the new lease term.



4.6 Lease Cost:

Pricing will remain fixed and firm for the duration of the contract period and for the length of any lease entered into during the contract period. The lease payment will include all costs which will be itemized on the payment invoice.

4.7 Vehicle Damage

4.7.1 Definitions:

At a minimum, the following definitions will apply to this contract.

4.7.1.1 Normal wear and tear is defined as dents, dings, paint chips, or scratches three inches (3") or less in size, pitted (but not cracked) windshields, and interior wear such as soiled carpets and seats normally incurred by a motor vehicle used in both rural and metropolitan areas over a period of 36 to 60 months.

4.7.1.2 Excess wear and tear is defined as dents, dings, paint chips, or scratches more than three inches (3") in size, cracked or punctured bumpers, chipped or cracked windshields, interior holes, burns, rips, tears, or stains requiring heavy cleaning or replacement of fabric, interior damage such as gouged steering wheels or dashboards, missing equipment, and any exterior or interior damage attributable to collision.

4.7.1.3 A Total Loss Vehicle is defined as a vehicle that the estimated cost to repair the vehicle is equal to at least 80 percent of the retail market value of the vehicle prior to the damage as determined by using NADA Guides at www.nadaguides.com.

4.7.1.4 The CITY, at its discretion, may be willing to incorporate into the contract a more detailed catalog of damage descriptions and a schedule of damage allowances and charges. This catalog and the associated schedule(s) should be based on a common industry standard, such as the "General Motors Daily Rental Guaranteed Residual Program Turn- In Standards and Procedures."

4.8 Vehicle Damage Repair Due to Collisions:

4.8.1 The CITY will be responsible for repairing all vehicle damage due to collisions.

4.8.2 The Vendor, if they so choose, may supply a proposal for repairing vehicle collision damage. The cost of the damage will be covered by an insurance policy with comprehensive and collision coverage; in the event that the Vendor's repair proposal is lower than, or equal to, the insurance payout, the Vendor will be afforded the right to perform the repairs.

4.8.3 In cases where vehicle damage is caused by another party and that party selects the repair shop to have the vehicle repaired, the Vendor will be afforded the opportunity to inspect the vehicle before and after repairs are made so long as those inspections are conducted without unduly affecting the repair schedule.

4.8.4 The CITY will be responsible for the replacement of all cracked or damaged glass



4.9 Vehicle Damage Resulting in a Total Loss Vehicle:

4.9.1 The CITY will be responsible for covering the loss. The Vendor shall submit an invoice to the CITY for any vehicle determined to be a Total Loss Vehicle. The amount of the invoice shall be equal to 80 percent of the retail market value of the vehicle prior to the damage as determined by use of NADAGuides at www.nadaguides.com.

4.9.2 In cases where vehicle damage is caused by another party and that party assumes responsibility, the CITY will seek reimbursement from the other party's insurance carrier.

4.9.3 In the event that the other party's insurance company does not accept full responsibility, the CITY will be responsible for covering any deficits remaining.

4.10 Vehicle Damage Resulting from Excess Wear and Tear:

When the CITY returns a vehicle to the Vendor at the end of the vehicle's lease period, an assessment for excess wear and tear shall be made at the time the vehicle is returned. If excess wear and tear damage exists, the Vendor shall submit an invoice to the CITY for the excess wear and tear damage. The invoiced repair amounts shall be obtained from a reputable industry guide such as the "Mitchell Collision Estimating and Reference Guide." Excess wear and tear must be fully documented, including clear photographic evidence of the damage. For any individual damage estimate that is greater than \$2,000, the Vendor will provide the CITY with repair estimates from no less than three (3) repair facilities.

4.11 Stolen Vehicles:

The CITY will be assume responsibility if a vehicle is stolen while in its control. The CITY will be liable to pay the Vendor 80 percent of the retail market value of the vehicles as determined by use of NADA Guides at www.nadaguides.com. The CITY will provide the payment to the Vendor after a thirty (30) day waiting period. Should the stolen vehicle be recovered within the thirty day waiting period, the CITY may choose to continue or cancel the lease of the recovered vehicle, at its discretion.

5.0 MAINTENANCE, WARRANTY AND REPAIR SERVICES

5.1 The Vendor will perform all manufacturer-required maintenance at the manufacturer-prescribed intervals. Maintenance intervals will be selected to ensure the continuation of warranty coverage. In no case will maintenance intervals exceed 5,000 miles or one (1) year, whichever comes first. The CITY will be monitor vehicle usage, and will schedule maintenance appointments through the Vendor's designated service provider. The CITY will be responsible for transporting vehicles to and from the service providers.

5.1.1 The CITY will maintain responsibility for maintenance tasks that would typically be considered the duty of the vehicle operator, such as:

- Periodic visual inspections
- Fluid level checks and top-off



- Replenishment of windshield washer fluid
- Tire pressure check and inflation

The Vendor will also include all of the above tasks as part of every scheduled maintenance visit and will correct deficiencies at each visit.

5.1.2 The Vendor will endeavor to provide a maintenance facility that is close to the CITY of Lauderdale Lakes. A list of these facilities will be provided with the proposal. The maximum round-trip distance to the maintenance service provider(s) should be 10 miles or less for passenger vehicles and utility trucks. The location of the service provider(s) for the large chassis vehicles may exceed this. Consideration will be given by the CITY for the location of the maintenance facility specified by the Proposer.

5.1.3 All scheduled maintenance work shall be completed in 24 hours. Warranty and/or maintenance on demand work must be completed within 48 hours. If these conditions cannot be met, the service provider shall provide a comparable "loaner" vehicle, free of charge to the CITY, until such repairs are completed and the vehicle is available to the CITY.

5.1.4 If a vehicle requires repair, but due to time, distance, emergency, or other constraints, the Vendor is unable to perform the repairs; the CITY reserves the right to have the repairs performed at a facility of its own choosing at customary and reasonable rates, and the Vendor will reimburse the CITY in full for its cost.

5.1.5 The service provider used by the CITY for passenger vehicles and light trucks is:
Ram's Car Care Center
3330 N State Road 7
Lauderdale Lakes, FL 33319

5.1.6 The service provider used by the CITY for diesels and large chassis trucks is:
Wreckamended Collision Center
3685 W Oakland Park Blvd
Lauderdale Lakes, FL 33311

5.2 Consumable Items:

The Vendor shall be responsible for replacement of consumable items as described in the table below. The CITY will be responsible for any replacements which exceed the maximum number per contract term.



Item	Replace As-needed or Every	Maximum Number per Contract Term
Motor Oil	1 Year	6
Oil Filter	1 Year	6
Tires	2 years	3
Starter Battery	1 Year	6
Air Filter	1 Year	6
Brake Pads/Shoes	3 Years	2
Brake Rotors	6 Years	1
Wiper Blades	1 Year	6

- 5.2.1 All consumable items shall be equal to or better than the OEM factory installed component.
- 5.2.2 CITY must review and accept all substitutions.
- 5.2.3 Motor oil shall be Mobil One® full synthetic.

5.3 Warranty Coverage:

5.3.1. All vehicles proposed will be covered by a 60-month, 36,000 mile bumper-to-bumper warranty. Proposers may provide additionally available “bumper-to-bumper” coverage options in the proposal which it feels would provide an advantage to the CITY. All powertrain warranty coverage will extend for the duration of the lease period.

5.3.2. The CITY currently has a long term towing contract and therefore will NOT require that service as part of the warranty coverage.

5.3.3. The CITY will be responsible for all acts of vandalism.

5.4 Lemon Law

The Vendor will be responsible for pursuing claims under the Florida Motor Vehicle Enforcement Act, F.S. Chapter 681 and the “Lemon Law” provisions contained therein.

5.5 Maintenance Reporting:

- 5.5.1 The Vendor will provide maintenance invoices and service reports so that the CITY may document maintenance work and verify that maintenance is being performed in accordance with Contract requirements.
- 5.5.2 Additional reporting may be required during the Contract period. Proposers should disclose details of reports that have proven to be useful to other fleet clients.
- 5.5.3 Reporting and record keeping may be performed in either a paper format or electronic format, and if the latter, may be conducted via email or Vendor-provided web site. The Proposer should include the record keeping protocol in their Proposal.



6.0 ADDITIONAL INFORMATION/CLARIFICATION

Information provided by the CITY is intended to secure proposals for the intended purpose. The CITY has made reasonable effort to provide necessary and accurate information when this request was prepared, but the CITY is not to be penalized for any inaccuracies in the description of financing terms or a lack of completeness in any descriptions. Accuracy of this data is not guaranteed. It is the sole responsibility of the Proposers to assure that they have all information necessary for submission of their proposals. Therefore, the proposer should request additional information or clarification for any statements made in the document which do not appear to conform to industry standards or do not appear to support the intended purpose of this Request for Proposals.

7.0 SUBMISSION OF PROPOSAL

- A. Incurred Expenses:
The CITY is not responsible for any expenses which Proposers may incur by preparing and submitting proposals called for in the Request for Proposal.
- B. Interviews:
The CITY reserves the right to conduct oral interviews or require presentations with Proposers prior to selection. The CITY will not be liable for any costs incurred by the Proposer in connection with such interviews/presentations (i.e. travel, accommodations, equipment, etc.)
- C. Proposal Acknowledge:
By submitting a proposal, the Proposer certifies that they have fully read and understand the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- D. Request for Additional Information:
The Proposer shall furnish such additional information as the CITY of Lauderdale Lakes may reasonably require. This includes information which indicates financial resources as well as ability to provide the products and/or services. The CITY reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.
- E. Acceptance/Rejection/Modification to Proposals:
The CITY reserves the right to reject any and all proposals, or to waive minor irregularities in the proposals.
- F. Proposals Binding:
All Proposals submitted shall be binding for one-hundred and twenty (120) calendar days following the closing of the solicitation.

**8.0 CONDITIONS OF PROPOSALS:**

- A. Late Proposals
Proposals received by the CITY after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B. Responsiveness of Proposal
All information required by this RFP must be supplied to constitute a complete proposal. See Section 11.0, below.
- C. Public Closing
All proposals will be publicly closed at the time and place specified.
- D. Award Presentation
The CITY Manager will present to the CITY Commissioners for acceptance and final award, one or more of the proposals, or reject all proposals, within one-hundred and twenty (120) calendar days from the date of the closing of the proposals.

9.0 REFERENCES:

Proposers shall provide a list of at least three (3) references of similar contract that were satisfactorily performed by the Vendor within the past seven (7) years. Please include: Name, Address, Contact Name, Telephone Number, Fax Number, E-mail Address and Date of Contract.

Indicate at least one (1) client with whom the CITY may speak with during the evaluation phase.

It is the responsibility of the Proposer to ascertain that the contact person will be responsive.

10.0 ADDENDA

Any addenda or answers to written questions supplied by the CITY to participating Proposers become part of this Request for Proposals and the resulting contract. All addenda should be acknowledged, signed by an authorized company representative, dated and returned with your firm's submittal.

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any CITY employee. Only those communications that are in writing from the Financial Services Director or designee may be considered as a duly authorized expression. Also, only communications from Proposers that are signed and in writing will be recognized by the CITY as duly authorized expressions on behalf of the Proposer.

11.0 INFORMATION REQUIRED OF PROPOSER

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposal shall be in the following order.



A. Cover Page:

Name of Proposer's company/corporation, address, telephone number, fax number, e-mail address, name of person which will handle the CITY's account, date, and the subject RFP# 15-1301-02R, Purchase/Lease/Finance Municipal Utility Vehicles

B. Cover Letter (Limit of two pages):

Briefly state the Proposer's positive commitment and understanding of the work to be performed.

C. General Information (Limit to 10 pages):

Give a description of the firm/team structure, clearly describing who the prime firm will be, past performance of the team's similar projects, recent, current, and projected workload of the firm/design team.

Provide a summary of the firms' financial resources (financial statement or other means which clearly conveys the financial health of the Proposer)

Provide the location of the office which will handle the CITY's account and the location of the maintenance facility or facilities that the Vendor intends to use.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity.

D. Required Forms:

Non-Collusion Affidavit, Questionnaire with Affidavit and the Proposer's Certification Form (Pages 1-8, Attached)

E. Financial Proposals:

- a. Provide the complete lump sum fixed price proposal for the vehicles designated to be paid in cash.
- b. Provide the Financing Proposal(s) for the vehicles designated to be Financed. There is no limit on the number of proposals (financing program types) or the number of options that are presented, although the Proposer should provide a synopsis of each program and option at the beginning of each Financial Proposal.



12.0 PRICES PROPOSED:

Prices shall be shown in both amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, the unit amount shall govern.

All proposal prices shall include all taxes, delivery, permit fees, royalties, license fees, destination charges, upgrade costs, optional equipment and installation costs along with any other cost or fee arising from the, as well as all costs of packaging, to the designated location within the CITY of Lauderdale Lakes. All costs and compensation shall remain firm and fixed for acceptance for one-hundred twenty (120) calendar days after the day of the Proposal closing.

Pursuant to Chapter 212, Florida statutes, the CITY of Lauderdale Lakes is exempt from the payment of Florida sales tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. The CITY will provide the tax exemption certificate (no. 85-8013807654C-9) to the Vendor prior to ordering any vehicles.

13.0 EVALUATION OF PROPOSALS

Award shall be made to the responsible Proposer whose proposal is determine to be the most advantageous to the CITY, taking into consideration the evaluation factors set forth below.

The CITY, at its sole discretion, will determine the approach that is most cost effective, and best meets the needs of the CITY. The CITY envisions awarding a single contract to the provider that can best provide all services requested in this proposal but reserves the right to award to multiple Vendors that demonstrate a more effective or efficient partnership pertaining to the delivery of Financing arrangements.

The rankings, short list, or other selection documents will not be available for public distribution until such time as the award recommendation is prepare for the commission.

A Selection Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Selection Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review the proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements (those items prefaced by shall, must, or will) may disqualify a proposal.

The Committee shall determine the preliminary ranking of the firms under consideration based on the criteria described in Section 10.0. A short list of the highest ranked proposals will be created. Proposers appearing on the short list will be scheduled for an oral interview at which time they will have an opportunity to further elaborate on their proposal and answer questions from the selection committee members.



The CITY reserves the right to reject any and all proposals, and to waive minor irregularities in the proposal. The CITY further reserves the right to see new proposals when it is in the best interest of the CITY to do so.

14.0 AWARD CRITERIA AND PROCEDURE

Due to the complex nature of evaluating proposals of this kind, the CITY will evaluate proposals using ordinal scoring. Proposals will be ranked from best to worst in each of the following categories.

- | | |
|---|---------------|
| 1. Providing the best cost solution to the CITY | 70% weighting |
| 2. Providing a comprehensive solution | 30% weighting |
| 3. Clarity of Proposal | 10% weighting |

The rankings will be multiplied by the weighting to arrive at a weighted ranking for each category. The weighted ranking for each category will then be added together for each proposal to obtain the final score for the proposal.

A committee comprised of the CITY Manager, the Director of Financial Services and the Public Works Director will then interview the top ranked proposers to address all questions, clarify any inconsistencies and accept/reject any alternates in order to arrive at the final proposal.

After completing the oral interviews, the Selection Committee will rank the final proposals. This list will be submitted to the CITY Commission for ratification. After ratification, CITY staff will endeavor to negotiate an agreement with the highest ranked firm.

Should the CITY be unable to negotiate a satisfactory contract with the firm with the highest ranked proposal, negotiations will be formally terminated. The CITY shall then undertake negotiations with the firm with the second highest ranked proposal. Failing accord with the second highest ranked proposal, the CITY shall then undertake negotiations with the firm with the third highest ranked proposal.

Should the CITY be unable to negotiate a satisfactory contract with any of the selected firms, the CITY shall select additional firms in the order of their ranking.

15.0 FORM AND PRECEDENCE OF PROPOSED CONTRACT

The contract to be entered into with the successful Proposer(s) will include, but not be limited to the following documents, in the priority shown below.

1. The Agreement, sample attached
2. Addenda to this Request for Proposals
3. This Request for Proposals
4. The Vendor's final proposal as approved by the CITY

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the above priorities.



16.0 INVOICING AND PAYMENTS

- 16.1 The Vendor will submit invoice(s) monthly; showing payments due for all vehicle(s) and services provided during the previous month.
- 16.2 Vehicles that are in the CITY's possession for the entire month will be invoiced at the full monthly amount shown in the Contract. Vehicles that are in the CITY's possession for less than a full month will be invoiced at a pro-rata amount based on the number of days the vehicle was in the CITY's possession. A "month" will be defined as thirty (30) days for the purposes of this calculation.
- 16.3 For the purposes of this section, vehicles being serviced shall be considered in the possession of the CITY so long as the terms and conditions of the maintenance agreement(s) are being followed.
- 16.4 Payments will not accrue until the CITY accepts delivery of the vehicle, and will cease upon return of the vehicle to the Contractor.

17.0 QUALITY CONTROL/INSPECTIONS

- 17.1 The CITY will sign for delivery of all vehicles procured as part of this contract but shall be allowed five (5) working days to perform the incoming inspection of vehicles. CITY agrees not to employ vehicles in the fleet until such time as the incoming inspection is complete and the Vendor has been notified as such.
- 17.2 Vehicles found to have defects or deficiencies will be reported to the Vendor as soon as such defects or deficiencies are discovered. CITY agrees not to employ such specific vehicles in the fleet until such time as the Vendor has inspected the alleged defect or deficiency. Vendor shall dispose of defects or deficiencies in the most expeditious manner possible.
- 17.3 It is assumed that the Contractor would desire to inspect vehicles leased under this Contract on a periodic basis, such as annually. These inspections would occur at a mutually agreed-upon interval; preferably by scheduling the inspections to occur during a regularly scheduled maintenance interval. The Vendor may schedule such inspections as described in Section 3.3 above.
- 17.4 Proposers are encouraged to employ inspection processes that have proven beneficial in other similar contracting efforts.

18.0 NOTICE OF LOCAL PREFERENCE:

All potential proposers are hereby notified of the following. Any qualified local business shall receive bidding preferences pursuant to Section 23-64.5 of the CITY Code of Ordinance which states:

"If a qualified local business submits a response to either an inquiry made to informal competitive conditions or a formal invitation to bid as required in Section 23-65 of the Code,



and the original bid of the qualified local business in within five percent (5%) of the low bid, then the CITY shall give the qualified local business the opportunity to meet the price of the low bid. The order of preference by which the qualified local business shall be given the opportunity to match the low bid shall be from the lowest to the highest bid, as long as the initial bid was within five percent (5%) of the low bid.”

19.0 CONFLICT OF INTEREST AND CODE OF ETHICS:

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their RFP submittal, the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of the CITY who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer’s firm or any of its branches or affiliate companies.

20.0 ANTI-DISCRIMINATION:

The Proposer certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

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**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, on this day personally appeared _____
(Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the _____ of the corporation/partnership known and styles as _____, duly formed under the laws of the State of _____, on _____, 20__, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.
2. That _____ (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the "Project" known as Design/Build for Emergency Operating Center, Lauderdale Lakes, Florida; to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.
3. That _____ (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.
4. That _____ (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.
5. That _____ (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person which bids on the Project.
6. That no officer of _____ has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.
7. That these representations and warranties will be true at the time of the proposal opening.

By: _____

Its: _____
Authority Warranted

SWORN TO and subscribed before me this ____ day of _____, 2013.

Notary Public

My Commission Expires:



QUESTIONNAIRE

PROJECT: RFP# 15-1301-02R PURCHASE/ LEASE/ FINANCE MUNICIPAL UTILITY VEHICLES

PROPOSER: _____

OWNER: CITY OF LAUDERDALE LAKES

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The CITY of Lauderdale Lakes shall be entitled to contact each and every person/company listed in response to this questionnaire. The Proposer, by completing this questionnaire, expressly agrees that any information concerning the Proposer in possession of said entities may be made available to the CITY.
- C. Only complete and accurate information shall be provided by the Proposer. The Proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Proposer also acknowledges that the CITY is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the CITY of any subsequent agreement between the CITY and the Proposer.
- D. If there are any questions concerning the completion of this form, the Proposer is encouraged to contact Marie W. Elanor, Financial Services Director, e-mail: mariee@lauderdalelakes.org or fax: (954) 535-1892.

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QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____
(Circle One)

Individual
Partnership
Corporation

If a Corporation, answer this:

When Incorporated: _____

In what State: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors: _____

If Foreign Corporation:

Date of Registration with: _____

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____



If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____
2. _____
3. _____

*Designate general partners in Limited Partnership

-
1. Number of years of relevant experience in operating similar business: _____
 2. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled?
No () Yes () Provide details, check here ☐ if on a separate sheet
 3. Has the Proposer or any principals of the applicant organization refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?
If yes, please explain, check here ☐ if on a separate sheet
 4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
No () Yes () If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary check here ☐ if on a separate sheet



5. Has any principal, partner or key member of the firm or firms submitting this proposal and Questionnaire Form been convicted of a felony by a Federal, State, County or Municipal Court

No () Yes () If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary check here ☐ if on a separate sheet

6. Lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five years:

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal:

No () Yes () Provide details, check here ☐ if on a separate sheet

The Proposer understands that information contained in this Questionnaire will be relied upon by the CITY of Lauderdale Lakes in awarding the proposed Agreement and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Proposer, as may be required by the CITY Manager.



The Proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Broward County Sheriff's Department. By submitting this questionnaire, the Proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Proposer available to the Owner.

Dated _____, 20____

PROPOSER:

By _____

Its _____

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is

personally known to me or has produced _____ (type of identification) as identification.

Notary Public

My Commission Expires:



AFFIDAVIT FOR SOLE PROPRIETOR

State of _____

County of _____

_____ being duly sworn, deposes and says that:

- A. the foregoing statements are a true and accurate statement of his/her financial position as of the date thereof; and the answers to the interrogatories contained therein are true;
- B. the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- C. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- D. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial for bidding on CITY construction projects or the suspension or revocation of existing work or contracts being performed for the CITY of Lauderdale Lakes, Florida.

(Applicant)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is

personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL



AFFIDAVIT FOR PARTNERSHIP

State of _____

County of _____

_____ is a member of the firm of _____, being duly sworn deposes and says that:

- A. the foregoing statements are a true and accurate statement of the financial position of said firm as of the date thereof and the answers to the interrogatories contained therein are true;
- B. the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- C. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- D. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial for bidding on CITY projects or the suspension or revocation of existing work or contracts being performed by the Firm for the CITY of Lauderdale Lakes, FL.

(Member of Firm)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is

personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL



AFFIDAVIT FOR CORPORATION

State of _____

County of _____

_____, is the _____ (title) of the

_____ (corporation described herein) being duly sworn, deposes and says
that:

- A. he/she is familiar with the books or the said corporation showing its financial position;
- B. the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof;
- C. the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- D. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- E. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of an existing work or contracts being performed by the Firm for the CITY of Lauderdale Lakes, Florida.

(Officer must also sign here)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is

personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL



PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the CITY of Lauderdale Lakes adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Lauderdale Lakes or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, sub-Vendor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

Sworn to and subscribed before me

BY:

This _____ day of

Signature

_____, 20____

Name & Title, Typed or Printed

Notary Public

Mailing Address

State of _____

CITY, State, Zip Code

(____) _____
Telephone Number Email Address

(____) _____
Facsimile Number



ATTACH SAMPLE CONTRACT HERE



CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2816
FAX (954) 733-1982

(Title of Agreement)
RFP# _____

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

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide _____

WHEREAS, at its meeting of _____, by Resolution _____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as _____ and;

WHEREAS, the CONTRACTOR is willing and able to perform the work of _____ for the compensation and on the terms, conditions and specifications hereinafter set forth.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide _____ as more specifically set in the Scope of Services detailed in Exhibit "A", attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be _____, unless subsequently designated in writing by CITY.

ARTICLE 2 - TERM

The initial term is _____, beginning _____, and ending _____, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. At the _____ option, the Term may be renewed for _____, such option to be exercised on _____. In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in this specific subsection, shall apply equally to such renewed Term. The CITY will provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Reports, responses, submittals, and other items shall be delivered or completed in accordance with

Extension of Contract:

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

ARTICLE 3 - CONTRACT PRICE

The total Contract Price for this agreement shall be _____. Payments made to the CONTRACTOR shall be in accordance with _____.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. All payments to CONTRACTOR, for Services described in _____. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.
- B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. The final invoice certifies that all Services have been properly performed and all charges and costs have been invoiced to the CITY.

Approval of an invoiced amount by the CITY shall not constitute approval of any Services previously provided or a waiver of any uncured event of default. The CONTRACTOR'S obligations hereunder shall survive such approval or payment arising therefrom.

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

E. ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the rates, charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar Services.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 5 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 6 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative, in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100) upon compliance with A through D of this Article 6. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

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

ARTICLE 7 - PERSONNEL

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

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

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

ARTICLE 8 - SUBCONTRACTING

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

If a sub-Contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-Contractor to provide the Services in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-Contractor by the CITY. The substitution of a sub-Contractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations

with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

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

ARTICLE 10 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Employers Liability Insurance in the amount of \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee).
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- F. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- G. It shall be the responsibility of the CONTRACTOR to insure that all sub-Contractors comply with the same insurance requirements referenced above.
- H. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- I. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension

period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.

- J. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon the CONTRACTOR'S written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- K. All insurance, other than Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 11 - INDEMNIFICATION

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

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR'S indemnification of the Owner.

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

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

ARTICLE 12- SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or

hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

ARTICLE 16- PLEDGE OF CREDIT, ARREARS

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

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

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be

responsible to the CITY for all work or Services performed by the Contractor or any person or entity on the CONTRACTOR'S behalf, in fulfillment of this Contract.

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

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

ARTICLE 20 - NONDISCRIMINATION

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

ARTICLE 21 - ENFORCEMENT COSTS

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

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

ARTICLE 25 - MODIFICATIONS TO THE WORK

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

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date

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

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

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

ARTICLE 26 - NOTICE

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

Attn: _____ and **Copy to:** _____

4300 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599
Tel _____
Fax _____

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel _____
Fax _____

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 28 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 29 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by

Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 30 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 31 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 32 - CONTRACT DOCUMENTS

The Contract documents are as follows:

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the _____ day of _____

(VENDOR NAME)

Corporate Seal

Witness

(Corporate Officer's Name)

As to the CITY on the _____ day of _____.

SEAL OF THE CITY OF LAUDERDALE LAKES

Sharon Houslin, City Clerk

Jonathan Allen, City Manager

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

ATTACHMENT 1
PURCHASE SPECIFICATIONS
PURCHASE/ LEASE/ FINANCE MUNICIPAL UTILITY VEHICLES
RFP# 15-1301-02R

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SPECIFICATION 1.1 - 15,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) 4X4

Model Numbers (or approved equals)

2014 Dodge Ram 4500 (DP9L63)

2014 Ford F-450 (F4H)

2014 Chevrolet C4500

2014 International Terrastar

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

- 1.1. Manufacturer's standard diesel engine.
- 1.2. Maintenance free heavy duty battery
- 1.3. Manufacturer's heavy duty engine cooling.
- 1.4. Heavy duty alternator

2. TRANSMISSION/AXLES:

- 2.1. Manufacturer's standard automatic transmission
- 2.2. Manufacturer's standard drive axle ratio for engine and transmission combination.
- 2.3. Manufacturer's standard transfer case
- 2.4. Limited slip differential on rear axles

3. PERFORMANCE ITEMS:

- 3.1. Manufacturer's standard power steering.
- 3.2. Manufacturer's standard gauges.
- 3.3. Heavy duty front and rear shocks.

4. COMFORT ITEMS:

- 4.1. Air conditioning, factory installed.
- 4.2. Manufacturer's standard tinted glass all around.
- 4.3. Manufacturer's standard AM/FM stereo.
- 4.4. Heavy duty rubber floor covering instead of carpet.
- 4.5. Vinyl seating with head rests to accommodate 3 passengers. Purchaser will select color at time of order.

4.6. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

5.1. Dual mount outside mirrors must provide a field of vision for vehicles to 96" width, and for towing.

5.2. Interior dome lights with left and right door activated switches.

5.3. Air bags for driver and right front passenger, if available.

6. BRAKES:

6.1. Rear anti-lock brakes, minimum.

7. TIRES AND WHEELS:

7.1. BSW all season tread radial, 19.5" heavy duty truck tires.

8. CHASSIS, FRAME, CAB:

8.1. Cab to center of rear axle - 60" approximately.

8.2. Minimum 15,000 lbs. GVWR.

8.3. Cab & chassis only.

8.4. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.

8.5. Manufacturer's standard front bumper, bright or painted.

8.6. Fuel tank capacity, 25 gallons minimum.

9. OPTIONS AND UPGRADES

9.1. 10' Dump Bed with 4' Aluminum Solid Body Panels- See specifications below

9.2. Engine hour meter

9.3. Transmission oil temp meter

9.4. Trailer towing package for electric operated trailer brakes

Class IV receiver, 7 way plug, trailer Bar, ball, pin , clip , pintle ball combo 5/16" includes brake controller

9.5. Mud flaps

9.6. Backup alarm - Factory Installed

9.7. Extended Warranty 5yr/36k miles, \$0 Deductible

9.8. Amber Light Bar Over Cab

9.9. Corner Strobe Kit

END OF SECTION

SPECIFICATION 1.2 - COMPACT EXTENDED CAB PICKUP TRUCK - 4X2

Model Numbers (or approved equals)

2014 Nissan Frontier KC (31014)

2014 Toyota Tacoma (7114)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

1.1. Manufacturer's minimum 4 cylinder gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLE:

2.1. Manufacturer's standard axle.

2.2. Manufacturer's standard automatic transmission.

3. PERFORMANCE ITEMS:

3.1. Manufacturer's standard power steering.

3.2. Manufacturer's standard gauges.

4. COMFORT ITEMS:

4.1. Manufacturer's standard air conditioning with 134A system.

4.2. Manufacturer's standard tinted glass all around.

4.3. Manufacturer's standard AM/FM stereo.

4.4. Manufacturer's standard floor covering.

4.5. Manufacturer's standard production seats. Purchaser will select color at time of order.

4.6. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

5.1. Dual outside mirrors and inside rearview mirror.

5.2. Interior dome lights with left and right door activated switches.

5.3. Manufacturer's standard air bags.

6. BRAKES:

6.1. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

7.1. Manufacturer's standard tires and wheels.

7.2. Full size spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

8.1. Manufacturer's standard front and rear bumpers.

8.2. Manufacturer's standard fuel tank.

8.3. Manufacturer's factory painted white

9. OPTIONS AND UPGRADES

9.1. Backup Alarm

9.2. Extended Warranty 5yr/36k miles, \$0 Deductible

9.3. Single Amber Strobe above cab

9.4. Four corner strobe kit

END OF SECTION

SPECIFICATION 1.3 - 1/2 TON PICKUP TRUCK - 4X2 – LONG BED

Model Numbers (or approved equals)

2014 Chevrolet Silverado 1500 (CC15903/1WT)

2014 Ford F-150 *HEAVY-DUTY PAYLOAD PACKAGE (627)*

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

- 1.1. Manufacturer's standard 8 cylinder gasoline engine with matching alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

- 2.1. Manufacturer's standard automatic transmission and axles.

3. PERFORMANCE ITEMS:

- 3.1. Manufacturer's standard power steering.
- 3.2. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- 4.1. Manufacturer's standard air conditioning with 134A system.
- 4.2. Manufacturer's standard tinted glass all around.
- 4.3. Manufacturer's standard AM/FM stereo.
- 4.4. Heavy duty rubber floor covering instead of carpet.
- 4.5. Manufacturer's standard production seats. Purchaser will select color at time of order.
- 4.6. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- 5.1. Dual trailer tow outside mirrors and inside rearview mirror.
- 5.2. Interior dome lights with left and right door activated switches.
- 5.3. Manufacturer's standard air bags.

6. BRAKES:

- 6.1. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

- 7.1. Manufacturer's standard tires and wheels.

7.2. Full size spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

8.1. Manufacturer's factory painted white

8.2. Manufacturer's standard fuel tank.

8.3. Manufacturer's standard front and rear bumpers with grill guard

8.4. Manufacturer's extended bed, 145" or approved substitute

9. OPTIONS AND UPGRADES

9.1. Backup Alarm

9.2. Extended Warranty 5yr/36k miles, \$0 Deductible

9.3. Light Bar

9.4. Four corner strobe kit

9.5. Spray-on bedliner (Rhino, Line-X or approved equivalent)

9.6. Cab shield headache rack (protects back of cab)

9.7. Backup alarm, factory installed

9.8. Wrap-around grill guard

END OF SECTION

SPECIFICATION 1.4 - 1/2 TON PICKUP TRUCK - 4X2 – STANDARD BED

Model Numbers (or approved equals)

2014 Chevrolet Silverado 1500 (CC15703/1WT)

2014 Ford F-150 (F1C)

2014 GMC Sierra 1500 (TC15703/1SA)

2014 Toyota Tundra Long Bed (8204)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

1.1. Manufacturer's minimum 6 cylinder gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

2.1. Manufacturer's standard automatic transmission and axles.

3. PERFORMANCE ITEMS:

3.1. Manufacturer's standard power steering.

3.2. Manufacturer's standard gauges.

4. COMFORT ITEMS:

4.1. Manufacturer's standard air conditioning with 134A system.

4.2. Manufacturer's standard tinted glass all around.

4.3. Manufacturer's standard AM/FM stereo.

4.4. Heavy duty rubber floor covering instead of carpet.

4.5. Manufacturer's standard production seats. Purchaser will select color at time of order.

4.6. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

5.1. Dual outside mirrors and inside rearview mirror.

5.2. Interior dome lights with left and right door activated switches.

5.3. Manufacturer's standard air bags.

6. BRAKES:

6.1. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

7.1. Manufacturer's standard tires and wheels.

7.2. Full size spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

8.1. Manufacturer's factory painted white

8.2. Manufacturer's standard fuel tank.

8.3. Manufacturer's standard fuel tank.

8.4. Manufacturer's standard front and rear bumpers.

8.5. Manufacturer's standard bed

9. OPTIONS AND UPGRADES

9.1. Backup Alarm

9.2. Extended Warranty 5yr/36k miles, \$0 Deductible

9.3. Single Amber Strobe above cab

9.4. Four corner strobe kit

END OF SECTION

SPECIFICATION 1.5 - 15 PASSENGER VAN

Model Numbers (or approved equals)

2014 Chevrolet Express 3500 (CG33706)

2014 Ford E-350 Club Wagon Extended (S3B)

2014 GMC Savana 3500 (TG33706)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

1.1. Manufacturer's standard 8 cylinder gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLE:

2.1. Manufacturer's standard automatic transmission.

2.2. Manufacturer's standard axle.

2.3. Manufacturer's standard suspension system (must support 15 passenger payload).

3. PERFORMANCE ITEMS:

3.1. Manufacturer's standard power steering.

3.2. Manufacturer's standard gauges.

4. COMFORT ITEMS:

4.1. Manufacturer's standard air conditioning with 134A system, front and rear.

4.2. Manufacturer's standard tinted glass all around.

4.3. Manufacturer's standard AM/FM stereo.

4.4. Power windows, power door locks, cruise control and tilt steering wheel.

4.5. Manufacturer's standard floor covering.

4.6. Manufacturer's standard production seats.

4.7. Factory Painted White

4.8. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

5.1. Dual outside mirrors and inside rearview mirror.

5.2. Interior dome lights with left and right door activated switches.

5.3. Manufacturer's standard air bags.

6. BRAKES:

6.1. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

7.1. Manufacturer's standard tires and wheels.

7.2. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

8.1. Manufacturer's standard front and rear bumpers.

8.2. Manufacturer's standard front and rear bumpers.

8.3. Manufacturer's standard door arrangements with standard glass placement.

8.4. Manufacturer's factory painted white

8.5. Manufacturer's standard fuel tank.

9. OPTIONS AND UPGRADES

9.1. Cloth Seats and Carpeting

9.2. Running Boards

9.3. Daytime Running Lights

9.4. Backup Alarm

9.5. Backup Camera with 3.5" LCD

9.6. Extended Warranty 5yr/36k miles, \$0 Deductible

END OF SECTION

SPECIFICATION 1.6 - UTILITY CARGO VAN

Model Numbers (or approved equals)

2014 Chevrolet Express Cargo Van (CG23405)
2014 Ford E-250 Cargo Van (E2E)
2014 Freightliner Sprinter (F2CA144)
2014 GMC Savana Cargo Van (TG23405)
2014 Nissan NV Cargo Van (63314)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

- 1.1. Manufacturer's standard V8 engine
- 1.2. Heavy duty alternator, battery and cooling package.

2. TRANSMISSION/AXLE:

- 2.1. Manufacturer's standard automatic transmission.
- 2.2. Manufacturer's standard axle.
- 2.3. Manufacturer's standard suspension system.

3. PERFORMANCE ITEMS:

- 3.1. Manufacturer's standard power steering.
- 3.2. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- 4.1. Console engine cover.
- 4.2. Manufacturer's standard air conditioning with 134A system.
- 4.3. Manufacturer's standard tinted glass
- 4.4. Manufacturer's standard AM/FM stereo.
- 4.5. Manufacturer's standard floor covering.
- 4.6. Manufacturer's standard production seats. Purchaser will select color at time of order.
- 4.7. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- 5.1. Dual outside mirrors
- 5.2. Interior dome lights with left and right door activated switches.
- 5.3. Manufacturer's standard air bags.

6. BRAKES:

6.1. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

7.1. Manufacturer's standard tires and wheels.

7.2. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

8.1. Manufacturer's standard front and rear bumpers.

8.2. Manufacturer's standard door arrangements with NO side and rear glass.

8.3. Manufacturer's factory painted white

8.4. Manufacturer's standard fuel tank.

9. OPTIONS AND UPGRADES

9.1. Backup Alarm

9.2. Extended Warranty 5yr/36k miles, \$0 Deductible

9.3. Single Amber Strobe above cab

END OF SECTION

SPECIFICATION 1.7 - 3/4 TON PICKUP TRUCK - 4X4

Model Numbers (or approved equals)

2014 Ford F-250 SD (F2B)

2014 Chevrolet Silverado 2500 HD (CK20903)

2014 GMC Sierra 2500 HD (TK20903)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

- 1.1. Manufacturer's HD V8 gasoline engine,
- 1.2. Heavy Duty alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

- 2.1. Manufacturer's HD automatic transmission with electronic Shift-on-the-Fly 4X4
- 2.2. Manufacturer's HD drive axle ratio for engine and transmission combination.
- 2.3. Limited slip differential on 4-wheel drive.

3. PERFORMANCE ITEMS:

- 3.1. Manufacturer's standard power steering.
- 3.2. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- 4.1. Manufacturer's standard air conditioning with 134A system.
- 4.2. Manufacturer's standard tinted glass all around.
- 4.3. Manufacturer's standard AM/FM stereo.
- 4.4. Heavy duty rubber floor covering instead of carpet.
- 4.5. Manufacturer's standard production seats. Purchaser will select color at time of order.
- 4.6. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- 5.1. Dual trailer tow outside mirrors and inside rearview mirror.
- 5.2. Interior dome lights with left and right door activated switches.
- 5.3. Manufacturer's standard air bags.
- 5.4. Cap Steps

6. BRAKES:

RFP# 15-1301-02R Attachment 1

6.1. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

7.1. All-terrain tires on standard wheels.

7.2. Full size conventional spare tire mounted underbody.

8. CHASSIS, FRAME, CAB:

8.1. Manufacturer's factory painted white

8.2. Manufacturer's standard fuel tank.

8.3. Manufacturer's standard front and rear bumpers with grill guard.

8.4. Fleetside long bed.

9. OPTIONS AND UPGRADES

9.1. Extended Warranty 5yr/36k miles, \$0 Deductible

9.2. Light Bar

9.3. Four corner strobe kit

9.4. Spray-on bedliner (Rhino, Line-X or approved equivalent)

9.5. Backup alarm, factory installed

9.6. Wrap-around grill guard

9.7. 8,000 lb. winch with remote

9.8. Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball

9.9. Skid Plates for Transfer Case and fuel Tank

9.10. Heavy Duty Aluminum Tool Box (Weatherguard, American Truck Boxes or approved equal)

END OF SECTION

SPECIFICATION 1.8 - ELECTRIC ADMINISTRATIVE VEHICLES

Model Numbers (or approved equals)

2014 Chevrolet Volt (1RC68)

2014 Ford Focus Hatchback (P3R)

2014 Nissan LEAF (17114)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

- 1.1 Manufacturer's standard electric drive train
- 1.2. 110/120V portable charging cable

2. TRANSMISSION/AXLES:

- 2.1. Manufacturer's standard automatic transmission and axle ratio.

3. PERFORMANCE ITEMS:

- 3.1 Manufacturer's standard power steering.
- 3.2 Manufacturer's standard gauges.

4 COMFORT ITEMS:

- 4.1 Manufacturer's standard air conditioning with 134A system.
- 4.2 Manufacturer's standard tinted glass all around.
- 4.3. Manufacturer's standard trunk opener.
- 4.4. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).
- 4,5. Manufacturer's standard AM/FM stereo.
- 4.6. Power windows and door locks
- 4.7. Manufacturer's floor covering, with front and rear floor mats.
- 4.8. Manufacturer's standard production seats. Purchaser will select color at time of order.

5. BRAKES:

- 5.1. Four wheel anti-lock brake ABS system.

6. SAFETY ITEMS:

- 6.1. Dual outside mirrors and inside rearview mirror.
- 6.2. Interior dome light(s), with left and right door activated switches.
- 6.3. Minimum 2-speed electric wipers and windshield washer.
- 6.4. Daytime running lamps, if available.
- 6.5. Manufacturer's standard air bags.

7. TIRES AND WHEELS:

- 7.1. Manufacturer's standard tires and wheels.
- 7.2. Manufacturer's spare tire and rim, if available

8. CHASSIS, FRAME, CAB:

- 8.1. Minimum 4 doors.
- 8.2. Inside hood release.
- 8.3. Manufacturer's standard door molding.
- 8.4. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies

9. OPTIONS AND UPGRADE

- 9.1. Extended Warranty 5yr/36k miles, \$0 Deductible
- 9.2. Four corner strobe kit
- 9.3. Backup alarm, factory installed
- 9.4. Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed
- 9.5. Enhanced safety package 1 includes: auto-dimming inside rear view mirror, rear park assist.
- 9.6. Full size spare tire and rim (shipped loose in trunk). If available.
- 9.7. Front and rear floor mats.
- 9.8. Fire Extinguisher, First Aid Kit, Road Triangles
- 9.9. Computer Mount Stand Tripod 1
- 9.10. All Weather Cargo Mat
- 9.11. Legal deep window tint film all door glass including rear window (may be dealer installed
- 9.12. 3 year all inclusive maintenance including tire rotation

END OF SECTION

SPECIFICATION 2.1 - COMPACT 4-DOOR ADMINISTRATIVE VEHICLES

Model Numbers (or approved equals)

2014 Buick Verano (4PG69)
2014 Chevrolet Cruze (1PL69)
2014 Ford Focus (P3F)
2014 Nissan Sentra (12114)
2014 Toyota Corolla (1832)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

- a. Manufacturer's 4 cylinder gasoline engine, alternator, battery, and cooling package.

2. TRANSMISSION:

- a. Manufacturer's standard automatic transmission and axle ratio.

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- a. Manufacturer's standard air conditioning with 134A system.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard trunk opener.
- d. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).
- e. Manufacturer's standard AM/FM stereo.
- f. Power door locks and power windows
- g. Manufacturer's floor covering, with front and rear floor mats.
- h. Manufacturer's standard production seats. Purchaser will select color at time of order.

5. BRAKES:

- a. Four wheel anti-lock brake ABS system.

6. SAFETY ITEMS:

- a. Dual outside mirrors and inside rearview mirror.
- b. Interior dome light(s), with left and right door activated switches.
- c. Minimum 2-speed electric wipers and windshield washer.
- d. Manufacturer's standard air bags.

7. TIRES AND WHEELS:

- a. Manufacturer's standard tires and wheels.
- b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

- a. Inside hood release.
- b. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- c. Manufacturer's standard door molding.
- d. Manufacturer's standard fuel tank

9. OPTIONS AND UPGRADES

- a. Extended Warranty 5yr/36k miles, \$0 Deductible

END OF SECTION

SPECIFICATION 2.2 - SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2

Model Numbers (or approved equals)

2014 Chevrolet Captiva Sport (1LD26)
2014 Chevrolet Equinox (1LF26)
2014 Ford Escape (U0F)
2014 GMC Terrain (TLF26)
2014 Toyota Rav4 (4430)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

- a. Manufacturer's standard gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/TRANSAXLE:

- a. Manufacturer's standard automatic transmission/transaxle.

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- a. Manufacturer's standard air conditioning with 134A system.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard AM/FM stereo.
- d. Power windows, power door locks, cruise control and tilt steering wheel.
- e. Manufacturer's standard floor covering.
- f. Manufacturer's standard production seats. Purchaser will select color at time of order.
- g. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- a. Dual outside mirrors and inside rearview mirror.
- b. Interior dome lights with left and right door activated switches.
- c. Manufacturer's standard air bags.

6. BRAKES:

- a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

- a. Manufacturer's standard tires and wheels.
- b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

- a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- b. Manufacturer's standard fuel tank.

9. OPTIONS AND UPGRADES

- a. Extended Warranty 5yr/36k miles, \$0 Deductible
- b. Four corner strobe kit

END OF SECTION

SPECIFICATION 2.3- 30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) 4X2

Model Numbers (or approved equals)

2014 Ford F-750 (F7F)
2014 Freightliner M2
2014 Hino 338
2014 International Durastar
2014 Kenworth T370
2014 Peterbilt 337
2014 Western Star 4700

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:

1.1. Diesel engine, minimum 200 HP

2. TRANSMISSION/AXLES:

2.1. Allison 2500 RDS transmission (with PTO provision) minimum, or approved equivalent.

2.2. 21,000 lb. rear

2.3. All axles, synthetic lube.

3. PERFORMANCE ITEMS:

3.1. Manufacturer's standard power steering.

3.2. Manufacturer's standard gauges.

4. COMFORT ITEMS:

4.1. Air conditioning, factory installed.

4.2. Manufacturer's standard tinted glass all around.

4.3. Manufacturer's standard AM/FM stereo.

4.4. Heavy duty rubber floor covering instead of carpet.

4.5. Manufacturer's standard production seats. Purchaser will select color at time of order.

4.6. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

5.1. Dual mount outside mirrors must provide a field of vision for vehicles to 102" width, and for towing.

5.2. Convex mirrors mounted below standard mirrors.

5.3. Interior dome lights with left and right door activated switches.

6. BRAKES:
 - 6.1. Factory air brakes
 - 6.2. Anti-lock brake system
7. TIRES AND WHEELS:
 - 7.1. BSW 11R22.5 (14 PR) or approved equivalent, front and rear.
 - 7.2. Oil bath hubs, with synthetic lube.
8. CHASSIS, FRAME, CAB:
 - 8.1. Minimum 30,000 lbs. GVWR.
 - 8.2. Cab & chassis only.
 - 8.3. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
 - 8.4. Manufacturer's standard front bumper, bright or painted.
 - 8.5. Factory front tow hooks.
 - 8.6. Fuel tank capacity, 45 gallons minimum.
 - 8.7. Cab to center of rear axle - 84" approximately.
9. OPTIONS AND UPGRADES
 - 9.1. Engine hour meter
 - 9.2. Transmission oil temp meter
 - 9.3. Trailer towing package for electric operated trailer brakes
Class IV receiver, 7 way plug, trailer Bar, ball, pin , clip , pintle ball combo 5/16" includes brake controller
 - 9.4. Mud flaps
 - 9.5. Backup alarm - Factory Installed
 - 9.6. Extended Warranty 5yr/36k miles, \$0 Deductible
 - 9.7. Amber Light Bar Over Cab
 - 9.8. Corner Strobe Kit

END OF SECTION

SPECIFICATIONS FOR ACCESSORIES

A. Light Bar Model Numbers

- A.1 Federal Signal (Model LPX45D)
- A.2 Rontan LCL Maximum 45" MigFoot
- A.3 Signal (Model 2464 LEDP-FSA)
- A.4 SoundOff Signal (Model EMG2000)
- A.5 Whelen (Model F914G4)

B. Strobe Kit Model Numbers

- B.1 Soundoff Universal ELUC2S010x undercover LED kit, consists of 4 corner LEDs
- B.2 Rontan Signals LDHF311Quasar Strobe LED Extreme Generation
- B.3 Federal Signal, 416400 -quantity 4-head system, heads and cables

C. GRAIN BODY - Dump Frame and Grain Body for 15,000 lbs. Chassis (Spec. 1.1)

GENERAL: It is the intent of these specifications to describe an aluminum "grain" body with six feet high side stakes and associated equipment that shall be mounted on the chassis and cab described in specification 1.1 above. This cab, chassis and body is to replace trade-in vehicle number 9114, Attachment 1, page 1 and should substantially conform to the type and character of this vehicle.

COMPLIANCE TO MINIMUM BID REQUIREMENTS:

All proposers must comply with the minimum requirements in full. If a proposer is basing his/her proposal on equipment contended to be an "equal" product to what is specified in this RFP documents and wishes the equipment they propose to be considered as an "approved equal", they must submit with their proposal, a list of describing any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note – this full and detailed written comparison of every non-compliant item must be included with proposal or bid may be rejected as non-responsive to the specifications. Literature of all equivalent products shall be submitted with bidder's proposal. A local demonstration of all proposed equipment may be required prior to award.

Body Specifications:

1. 4" aluminum channel cross members (96" wide body) or 4" aluminum I-beam cross members (102" wide body) with 16" standard cross member spacing.
2. 1 ¼" aluminum extruded floor with 6.85" aluminum extruded front and side rails.
3. 7" aluminum channel long sills attached on 14' & 16' body lengths (aluminum long sills require steel liner kit for hoisting).
4. 8" aluminum channel long sills attached on 18', 20', 21', 22', 24' & 26' body lengths (aluminum long sills require steel liner kit for hoisting).
5. 0.125" skin interlocks with the top and side rails, front rail and rear corner posts for a more rigid front, sides and rear with a smooth interior.
6. Rear extruded corner posts extend through the platform for strength (helps to reduce common fractures).
7. Flush opening triple freight doors with a center grain trap close into a recessed formed rear rail with a closed cell urethane gasket for a leak resistant gate assembly.
8. Aluminum extruded door hinge with nylon bushings to allow for easy door and header bar removal

D. FLAT BED - Dump Frame and Cargo Body for 30,000 lbs. Chassis (Spec. 2.3)

GENERAL: It is the intent of these specifications to describe an aluminum platform body with removable side stakes and associated equipment that shall be mounted on the chassis and cab described in Specification 2.3, above. This cab, chassis and body is to replace trade-in vehicle number 9148, Attachment 1, page 12 and should substantially conform to the type and character of this vehicle with the following exceptions; the body is to be construction of aluminum alloy and the stake panels shall be approximately 36" in height.

1. COMPLIANCE TO MINIMUM BID REQUIREMENTS:

All proposers must comply with the minimum requirements in full. If a proposer is basing his/her proposal on equipment contended to be an "equal" product to what is specified in this RFP documents and wishes the equipment they propose to be considered as an "approved equal", they must submit with their proposal, a list of describing any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note – this full and detailed written comparison of every non-compliant item must be included with proposal or bid may be rejected as non-responsive to the specifications. Literature of all equivalent products shall be submitted with bidder's proposal. A local demonstration of all proposed equipment may be required prior to award.

2. DIMENSIONS:

- a. TRUCK: See specification 2.3, above
- b. BODY WIDTH: 92-94"
- c. OVERALL BODY HEIGHT: 5-1/2" with standard 2-1/4" wide by 4" high longsills.

- d. BODY LENGTH:
 - e. BODY WEIGHT:
 - f. STAKE POCKETS: 1-1/2" X 3-1/4" cut in top of all rails.
3. **BODY CONSTRUCTION:**
- a. BODY: Constructed of 100% T6 heat treated aluminum alloy extrusion with all welded construction
 - b. All materials are 6061-T6 extrusions with 37,000 PSI minimum tensile strength.
 - c. Body comes standard with flush mounting LED type, 2-1/2" grommet style clearance, marker, and ID FMVSS lights with wiring harness.
 - d. LONGSILLS: 4" high x 2-1/4" wide structural aluminum channel, 34" O.S. to O.S.
 - e. FLOOR CONSTRUCTION: The floor is constructed of aluminum alloy plank extrusions with rigid reinforcement every 5", tongue-in-groove structure on top and mitered bed corners.
 - f. RUB RAIL: Rub rails are a custom shape providing 5-1/2" side height with extruded ribs for added strength and with mitered corners for improved appearance. The rub rails, as well as the front and back rails, have stake pockets cut into the tops.
 - g. CAB GUARD: Profile shape with protected window area. 5-1/2" frame matches rub rail appearance. Bulkhead below window is made of 1/8" bright diamond plate. Cab guard fits into front stake pockets and bolts to bed.
 - h. TAILBOARD: 10" high, bright diamond plate aluminum with wrap around corners.
4. Includes license plate light, 4-1/2" LED stop, tail, turn and INCAND backup lights, factory harness.
- a. LOAD RATING: TC-500s are rated to accept 200lb/SF evenly distributed load.
5. **ADDITIONAL ACCESSORIES TO BE PROVIDED:**
- a. HINGED GOOSENECK TRAP DOOR: 15" X 15" flush fit trapdoor – lays flat when open.
 - b. T6 ALLOY STAKE RACK SET: 30"- 40"
 - c. STRAIGHT-UP CABGUARD w/mesh window for 30" OR 40" rack sides.
 - d. HEAVY DUTY D-RINGS: Flush recessed, swiveling 6,000 lb. capacity with drain hole, attached with stainless steel hardware.
 - e. LIGHT KIT FOR CABGUARD: (For Standard Models Only) 4-1/2" diameter stop, tail, turn and backup lights installed in upper corners, includes wiring harness.
 - f. STEP BUMPER: All extruded tubular construction with anti-skid top – 750 LB rating
 - g. 6" STRINGER: Over-height stringer for hoist application.
 - h. 7" "H" Beam Stringer for heavy duty or hoist application.
 - i. FUEL FILLER MOUNTING PLATE: Shall be aluminum with stainless steel hardware.
 - j. MUDFLAPS KIT: 24" x 30" ribbed white plastic mudflaps with aluminum mounting bracket and hardware.
 - k. INSTALLATION HARDWARE KIT: For standard 34" longsills to include pre-cut channels and shims, hardware and two (2) fuel mount plates.

6. **MODEL INFORMATION REQUIRED ON ALL EQUIPMENT BID:** The manufacturer, make and exact models bid shall be submitted with all proposals.

E. FORESTRY BODY - Dump Frame, Chipper Box and Aerial Lift for 30,000 lbs. Chassis (Spec. 2.3)

GENERAL: It is the intent of these specifications to describe a Forestry Bucket Truck that shall be mounted on the chassis and cab described in Specification 2.3 above. The specifications provided below represent those of the vehicle that the City intends to replace, and as such may contain certain proprietary or trade names normally associated with a brand. It is not the intent of this description to limit proposals to any one brand, but merely to accurately describe the type and character of the product required.

1. COMPLIANCE TO MINIMUM BID REQUIREMENTS:

All proposers must comply with the minimum requirements in full. If a proposer is basing his/her proposal on equipment contended to be an "equal" product to what is specified in this RFP documents and wishes the equipment they propose to be considered as an "approved equal", they must submit with their proposal, a list of describing any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note – this full and detailed written comparison of every non-compliant item must be included with proposal or bid may be rejected as non-responsive to the specifications. Literature of all equivalent products shall be submitted with bidder's proposal. A local demonstration of all proposed equipment may be required prior to award.

2. Articulating Overcenter Aerial Device (ALTEC Model LR7-60 or approved equal) with an insulated lower and upper boom to include the following features:
- a. Ground to Bottom of Platform Height: approximately 60 feet
 - b. Working Height: approximately 65 feet
 - c. Approximate reach to edge of platform with upper boom not over center (working position): 45 feet at platform height of 28 feet
 - d. Approximate reach to edge of platform with upper boom over center: 48 feet at platform height of 10 feet
 - e. Continuous rotation.
 - f. Lower Boom Articulation: 0 to 125 degrees.
 - g. Lower Boom Insulator provides minimum of 15 inches of isolation.
 - h. Upper Boom Articulation: 0 to 270 degrees.
 - i. Platform capacity: 400 lbs (181.44 kilograms)
 - j. Platform leveling: Approximately 1 in. (25 mm) diameter fiberglass leveling rods and No. 100 high strength roller chain
 - k. Low profile Boom Stow

- l. Maintenance Free Elbow
 - m. Small Boom Tip Profile.
 - n. Unit is painted with a powder coat paint process
 - o. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly
 - p. Unit meets or exceeds ANSI 92.2 standards
3. Manual Upper Boom Stow Securing System with support cradle and tie down strap.
 4. Reservoir, 30 Gallon
 5. Single, One (1) Man, Fiberglass Platform; fixed side mounted
 6. One (1) Platform Step
 7. Platform Cover - Soft vinyl, approx. 124 x 24 inches
 8. Platform Liner 50 kV – approx. 24 x 24 x 39 inches
 9. Platform Floor Liner (Scuff Pad) with Step, approx. 24 x 24 inches (610 x 610 mm)
 10. Two (2) each Hydraulic Tool Circuit couplers at Platform
 11. Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height.
 - a. Maximum Spread: 140 inches to the outer edge of shoes
 - b. Ground Penetration: 7 to 11 inches depending on chassis frame height
 - c. Outrigger/Unit Selector Valve
 - d. Outrigger Control Valves: located on the outrigger legs
 - e. Outrigger Motion Alarms
 - f. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed
 12. Hydraulic Outrigger Control Valves
 13. Insulating Aerial Device, ANSI Category C, 46kV and Below
 14. Fall Protection System to include one body harness and decelerating type lanyard.
 15. Sight and Temperature gauge for hydraulic reservoir Sight Gauge, Remote Mounted
 16. Bolt On Grab Handle for Turntable
 17. Aerial Device Powder Painted White
 18. Additional Unit Option Remote Hydraulic oil level sight gauge.

19. Unit & Hydraulic Accessories

20. HVI-22 Hydraulic Oil (Standard)
 21. Standard Pump For PTO
 22. Hot shift PTO for automatic transmission
- RFP# 15-1301-02R Attachment 1

23. Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. If chassis is already in neutral with PTO engaged and operator tries to shift into gear, PTO will disengage and transmission will shift into gear.

24. Body

25. Chip Dump Body 14.5 cubic yard capacity, 96 inches wide x 60 inches high x 132 inches long (2438 x 1524 x 3353 mm) with ladder box on curb side of body and single piece tailgate

- a. Structural Channel stringers and floor channel.
- b. 12 gauge minimum floor plate.
- c. 14 gauge minimum sides and front with full length die-formed reinforcing ribs.
- d. 14 gauge roof.
- e. Rear top and sides of body reinforced for lower boom support.
- f. 26-1/2 inches (673 mm) high tailgate, hinged curb side with provision to hold open for dumping.
- g. 12 gauge minimum rear under body skirt panel.
- h. Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop.
- i. LED lighting package, security-mounted, with wiring harness in automotive type loom.
- j. Two (2) LED strobes mounted in the upper rear corners of the dump body.
- k. Curb side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with rear roller and internal security chain.
- l. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. Upper section of rear door has a notch
- m. Interior of chip body finished with scratch and corrosion resistant liner
- n. Underside of chip body undercoated (except stringer channels).
- o. Painted White

26. Through-box with curbside and street side compartments containing the following:

- a. Streetside: Single compartment (66 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors and one (1) vertical door. Two (2) full width shelves fixed at 11 inches and 25 inches from top. Rubber matting (0.125 inch thick) in bottom on left side for chainsaw storage. Right side has access to horizontal thru compartment extending to curbside.
- b. Curbside: Single compartment (41 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors. Left side has two (2) full width shelves fixed at 11 inches and 25 inches from top. Right side has six (6) material hooks (3-0-3). Platform mounted behind compartment 12 inches high x 25 inches wide x 26.5 inches deep. Horizontal thru compartment (6 inches high) recessed 12 inches, open to streetside with vertical partitions spaced 10 inches, 6 inches and 9 inches wide with drop-down door. Access step to T-box compartment top.
- c. Standard features: Bolt-on rotary slam door locks. Gas shock door holders. Door locks are single point with locking cylinders. Finish paint interior compartments the same as exterior. Integrated locking system installed.

- d. Painted White

27. Body and Chassis Accessories

- 28. Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Lexzar[®], or equal, Coating
 - a. Cab Guard Mounting Kit
 - b. Front Supports for Cab Guard
- 29. Rigid Access Step Under Through Box Side Access Platform
- 30. Cab Guard Access Stirrup Step(s) With Grab Handle At Curbside Rear Of Cab Guard
- 31. Grab Handle Installed On Top Of Curbside Rear Through Box Compartment
- 32. Small Grab Handle Installed On Front Of Dump Body At Through Box Side Access Platform
- 33. ICC (Underride Protection) Bumper Installed At Rear
- 34. T-100 Style Pintle Hitch (30,000 LB)
- 35. Set of Safety Chain Loops, Fixed Mounting (Forestry Applications)
- 36. Cone Holder, Horizontal Style with Vertical Pivot (Un-folds upwards), For Mounting On Front Bumper
- 37. Platform Rest, Rigid with Rubber Tube
- 38. Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Collar
- 39. Around The Outer Edges And Chain Handle
- 40. Custom Outrigger Pad Holder Outrigger Pad Holder, 20"L x 20"W x 3.5"H, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer, Steel
- 41. Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)
- 42. Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body 1
- 43. Mud Flaps
- 44. Driveaway Safety Kit
- 45. Slope Indicator Assembly For Machine With Outriggers
- 46. Vinyl manual pouch for storage of all operator and parts manuals

47. Electrical Accessories

- 48. Install Outrigger Interlock System
- 49. Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)
- 50. 4-Corner Strobe Lighting, Amber LED Wired Battery Hot

- a. Two (2) Round Grommet Mounted Lights in Front Corners of Cab Guard
- b. Two (2) Round Grommet Mounted Lights at Rear

- 51. Dual Tone Back-Up With Outrigger Motion Alarm
- 52. 6-Way Trailer Receptacle (Pin Type) Installed At Rear
- 53. Electric Trailer Brake Controller (Tekonsha Voyager #9030)
- 54. PTO Indicator Light Installed In Cab
- 55. Finishing Details
- 56. Focus Factory Build
- 57. Delivery of Completed Unit C.O.B. City of Lauderdale Lakes
- 58. Powder Coat Unit Altec White
- 59. Altec Standard; Components mounted below frame rail shall be coated black by Altec i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to underside of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.
- 60. Apply Non-Skid Paint to all walking surfaces
- 61. English Safety and Instructional Decals
- 62. Vehicle Height Placard - Installed In Cab
- 63. Dielectric test unit according to ANSI requirements.
- 64. Stability test unit according to ANSI requirements.
- 65. Placard, HVI-22 Hydraulic Oil
- 66. Inbound Freight
- 67. Installation - LR7-60 Aerial Device

DELIVERY CONDITIONS

In addition to equipment specified by these specifications and by the applicable detailed specifications, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission Standards and all Federal Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- a. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants;
- b. Check all fluid levels to assure proper fill;
- c. Adjustment of engine to proper operating condition;
- d. Inflate tires to proper pressure;
- e. Check to assure proper operation of all accessories, gauges, lights and mechanical and hydraulic features;
- f. Front end alignment and wheels balanced, including spare;
- g. Focusing of headlights;
- h. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc.

DO NOT remove window price sticker or supplied line sheet;

- i. Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- j. Owner's manual and warranty manual to accompany each vehicle;
- k. All specified as "factory installed" is to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed". Vendors found supplying aftermarket or dealer installed equipment where "factory installed" is specified may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications. Failure of the contractor to comply with these requirements may result in a fine of up to \$1,000 per vehicle, and/or probation, suspension, and/or termination from the current bid and future bids at the Cooperative Bid Coordinator's discretion. Failure of the contractor to pay fines assessed by the FSA may result in suspension and/or termination from current and future bids at the Cooperative Bid Coordinator's discretion.
1. Manufacturer's suggested retail price list sheet (window sticker) form **MUST** be in the vehicle when it is delivered to the purchasing agency. Vehicles that are missing this form, or have forms that have been altered, **will not be accepted**;

- m. All dealer installed accessories (rollbar, trailer hitch, etc.) shall be installed according to the manufacturer's specifications. All such accessories must be manufactured by a recognized manufacturer of the product provided, unless the accessory is not available from a recognized manufacturer. Location, design, and model of rollbars must be approved prior to installation.

ATTACHMENT 2

TRADE-IN DESCRIPTIONS

PURCHASE/ LEASE/ FINANCE MUNICIPAL UTILITY VEHICLES

RFP# 15-1301-02R

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Page	Vehicle No.	Vehicle Description (make and model)	Model Year	Fuel Type	Drive
1	9114	Ford F-Series 12 Ft Stake Dump	1997	Diesel	2WD
2	8207	Chevy Pickup 1500	1998	Gas	2WD
3	9226	Dodge Ram pick up	2001	Gas	2WD
4	9227	Chevy Crew Cab 3500	2000	Gas	2WD
5	8241	Chevy 1500 P/U	1998	Gas	2WD
6	9265	Dodge Dually	2001	Gas	2WD
7	8209	Chevy 15 Passenger Van	1999	Gas	2WD
8	9243	Dodge Durango	2002	Gas	4WD
9	9217	Chevy Cargo Van	1998	Gas	2WD
10	9200	Dodge Durango	2003	Gas	2WD
11	4200	Dodge Durango	2002	Gas	2WD
12	9148	International Flat Bed	2002	Diesel	2WD
13	9150	Sterling Dump Truck	2002	Diesel	2WD
14	9244	Dodge Durango	2003	Gas	4WD
15	9008	Ford Taurus	1998	Gas	2WD
16	6246	Dodge Durango	2002	Gas	2WD

Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
1	9114	Ford F-Series 12 Ft Stake Dump		1997	Diesel	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
78,448	50 % good	yes	ripped seat cover	Bed was recently repaired and painted		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
2	8207	Chevy Pickup 1500		1998	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
71,738	75% good	yes	tail gate, minor exterior scratches	Broken gear shifter		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
3	9226	Dodge Ram Pickup 1500		2001	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
67,576	75% good	yes	right rear fender, dashboard	minor exterior scratches		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
4	9227	Chevy Crew Cab 3500		2000	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
87,942	good	yes	ripped seat cover, damaged tail gate			



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
5	8241	Chevy 1500 P/U		1998	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
82,305	good	yes	steering column, ripped seat covers, head liner, Minor exterior damages			



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
6	9265	Dodge Dually		2001	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
81,310	new	yes	dash board, right front fender, head liner, minor exterior damages	transmission problem when shift into reverse		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
7	8209	Chevy 15 Passenger Van		1999	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
62,660	75% good	yes	minor exterior scratches	Rusted in several locations		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
8	9243	Dodge Durango		2002	Gas	4WD
Mileage	Tires	Drivable	Damage	Additional comments		
90,708	75 % good	yes	two broken window motors	front axle problems		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
9	9217	Chevy Cargo Van		1998	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
44,473	good	yes	rear door lock, side door lock, minor scratches			



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
10	9200	Dodge Durango		2003	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
67877	75% good	yes	minor rust	Blown cylinder head gasket,		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
11	4200	Dodge Durango		2002	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
61983	50% good	yes	minor exterior scratches	rust on several locations		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
12	9148	International Flat Bed Dump		2002	Diesel	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
20904	50% good	yes	None	Bed was recently repainted		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
13	9150	Sterling Dump Truck		2002	Diesel	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
20440	60% good	yes	minor exterior scratches	Dump body and chassis were recently repainted		



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
14	9244	Dodge Durango		2003	Gas	4WD
Mileage	Tires	Drivable	Damage	Additional comments		
68220	50% good	yes	minor exterior scratches			



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
15	9008	Ford Taurus		1998	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
75755	80% good	yes	minor exterior scratches			



Page	Vehicle No.	Vehicle Description (make and model)		Model Year	Fuel Type	Drive
16	6246	Dodge Durango		2002	Gas	2WD
Mileage	Tires	Drivable	Damage	Additional comments		
61983	50% good	yes	minor exterior scratches	rust on several locations		





Request for Proposal Response

Prepared for:

City of Lauderdale Lakes

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**PURCHASE/LEASE/FINANCE
MUNICIPAL UTILITY VEHICLES
RFP # 15-1301-02R**

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- Maintenance Program
- Physical Damage Program
- Telematics Program
- First year implementation and subsequent year planning
- Agreements
 - i. Closed-end Lease Agreement
 - ii. Open-end Lease Agreement
 - iii. Maintenance Agreement
- Extended Pricing Forms



Department of Financial Services
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599

Re: **RFP- 15-1301-02R**

Thank you for the opportunity to respond to your RFP. With more than 50 years of Fleet Management experience, along with managing approximately 1.6 million vehicles today, Enterprise is uniquely qualified to fulfill your needs. By partnering with us on your fleet needs, you will be able to save time, money, and effort in your day-to-day operations.

Enterprise will tailor a program based on the needs of the City of Lauderdale Lakes. We have the ability to offer you municipal programs consisting of leasing, maintenance, fuel, insurance enrollment, disposal, telematics, and more. Our goal is to provide the same value to your office that we have to many other government agencies across the State.

Our resources are available to our customers through a professional and personalized approach. You will have access to a local account team that is specifically assigned to you to ensure the highest level of customer service. Your account team will meet with you as needed to develop and evolve your customized transportation solutions.

Our local Fleet Management team, with the experience of managing approximately 20,000+ vehicles, in the State stands ready to meet the transportation needs outlined in this RFP and related addendums.

We look forward to competing to be your transportation solution provider. We would very much appreciate the opportunity to further discuss how we partner with other local Cities in the State of Florida and/or discuss sections of our proposal and alternate leasing structures in an in person meeting/presentation.

Thank you,

David Nunes
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Brett Frazee
Enterprise Fleet Management, Inc.

Vice President Fleet Management
Enterprise Fleet Management, Inc.

December 17, 2014

Date

Section C



EXPERIENCE IN PERFORMING WORK OF A SIMILAR NATURE

With over 50 years of experience along with managing approximately 1.6 million vehicles today, Enterprise Fleet Management, a division of Enterprise Holdings Inc., is uniquely qualified to fulfill the needs outlined in this RFP.

Our resources are available to our customers through a professional and personalized approach. You will have access to a local account team that is specifically assigned to you to ensure the highest level of customer service. Your account team will meet with you regularly, and in person, to develop and evolve your customized transportation solutions, and ensure that the products the City receives and/or elects are the best fit with the City's short and long term goals and objectives.

Our programs are designed for the needs of light and medium duty fleets, with the ability to offer programs consisting of: Acquisition, Funding, License & Registration, Maintenance, Fuel, Risk Management Enrollment, Rental and Disposal. Enterprise will specifically customize a program based on the needs of the City of Lauderdale Lakes. Our goal is to provide the same value to your organization that we have to others across the State and the Country.

Enterprise Fleet Management has experience in performing work of a similar nature to the Scope of Work described in this RFP. Currently, Enterprise is partnering with many other municipal entities to provide them with fleet management programs encompassing some of or all of the services below:

- **Vehicle Acquisition**
- **Vehicle Funding**
 - *Closed-end Leasing*
 - *Open-end Leasing*
 - *Financing*
 - *Purchases*
- **Local Account Team**
- **Maintenance Management**
- **Telematics (Geotab)**
- **Fuel Management**
- **Risk Management Programs**
- **On-line Reporting and Data**
- **Customized Monthly Reporting**
- **Coordination of Aftermarket Installation**
- **Remarketing and Disposal of Vehicles**
- **DMV Services on Regular and City and County Plates**
- **Short Term rentals**
- **Car Sharing**



ENTERPRISE FLEET MANAGEMENT EXECUTIVE SUMMARY OF SERVICES

- Nationally, Enterprise Fleet Management has over 300,000 vehicles on lease with an additional 50,000 under management. When combined with our sister division, Enterprise Rent-A-Car, that number exceeds 1,600,000. Our volume makes us one of the largest purchasers of vehicles in the country.
- As an independent, privately-owned company, Enterprise is not tied to any one manufacturer. We deal with all of them, both domestic and foreign.
- Enterprise is your complete transportation services specialist. With divisions in Fleet Management, Rent-A-Car, Commercial Truck Rental, Rideshare, and Car Sales, Enterprise is capable of servicing all your transportation needs under one company.
- Enterprise provides our customers with fleet management services that address all fleet holding costs—from acquisition to disposal, including maintenance, fuel, insurance, registration and reporting. What this means is that the City of Lauderdale Lakes will receive constant evaluation of your holding costs to assure minimal operating expenses.
- The City of Lauderdale Lakes will have a dedicated, local Account Team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.
- Vehicle delivery is included in our program. Enterprise will also coordinate any aftermarket up fitting with service bodies, signage, radios, shelving, etc. prior to delivery.
- Enterprise will handle all licensing and registration of vehicles leased to the City of Lauderdale Lakes with exempt license plates at no additional cost.
- Enterprise will provide monthly management reports consisting of a single invoice of all charges--lease, maintenance, and insurance. These reports may also be viewed on-line for immediate access.
- Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.) as well as all incidentals and parts required for preventative maintenance (fluids, belts, hoses, etc.), including wheel alignments; and all unscheduled and common repairs (engines, transmissions, battery, etc.). The cost of the program is fixed, budgeted, and inflation proof, which can significantly reduce overall maintenance expenses. It also includes 24 hours a day/7 days a week emergency roadside assistance—reducing administrative effort and downtime.
- Enterprise partners with over 65,000 ASE accredited maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to the City of Lauderdale Lakes.
- Enterprise offers Liability and Physical Damage Coverage to assist with subrogation of accident related repairs. The benefit to the City of Lauderdale Lakes is the gap coverage available as well as convenience of using our network of auto body repair facilities.
- Enterprise can handle the complete disposal transaction, including picking up the vehicle and disposing of it anywhere in the U.S. The City of Lauderdale Lakes can obtain advice and assistance from Enterprise on vehicle and equipment selection resulting in better resale and lower per-mile cost.

FINANCIAL CAPABILITIES

Enterprise is a financially stable corporation. As a privately-held company, Enterprise is not beholden to the short term concerns of stockholders. Quite the opposite, our structure has allowed us to focus on building a solid and sustainable business. This is clearly appreciated by the business community as represented by the recent award of an "A minus" long term credit rating from Standard & Poor's. Enterprise's strong financial stability is also represented without bankruptcy or pending litigations, which will not impede our ability to complete this project.

Enterprise's credit ratios have been, by far, the strongest in the car rental industry. The ratings on St. Louis, Mo.-based Enterprise Rent-A-Car reflect its dominant market position in the stable off-airport (replacement and local) segment of the car rental industry, and good earnings and cash flow generation. Although Enterprise operates primarily in the U.S. and focuses on off-airport rentals, it has surpassed Hertz (primarily on-airport rentals) as the largest global car rental company.

Unlike on-airport car rental companies, who return most of their cars to auto manufacturers under predetermined repurchase programs, Enterprise disposes of virtually all its vehicles on its own. This tends to put some pressure on its earnings in periods of weak used-car markets. However, in the past, Enterprise has demonstrated its ability to adjust its fleet to offset the negative effects of a weak used-car market by extending the average holding period and thereby reducing capital spending requirements. Enterprise's financial profile is the strongest in the industry. Our earnings and cash flow measures are very strong.

Enterprise's short-term rating is 'A-2', which reflects its good cash-generating ability and moderate financial policies, offset to some extent by significant capital expenditure requirements. Enterprise primarily relies on internally generated cash and lines of credit to meet liquidity requirements. It has a \$1.5 billion unsecured revolving credit facility. This facility includes various financial covenants, including a minimum fixed-charge coverage ratio, maximum debt to net worth, and limits on restricted payments and secured borrowings. Enterprise is expected to remain in compliance with covenants.

Enterprise's capital spending, primarily for the purchase of new vehicles, is significant. We expect that internally generated cash, proceeds from vehicle sales, and the company's credit facilities will be sufficient to meet near to intermediate term capital spending plans. In addition, Enterprise has accessed the capital markets through the issuance of unsecured notes many times. With strong funds from operations and the proven ability to curtail capital spending, Enterprise should continue to have the ability to fund vehicle purchases and service debt.

As a privately held company, it is not Enterprise's practice to publicly distribute the consolidated financial statements. The statistics listed below should assist in judging the financial strength of Enterprise. Much of this information can also be found on the Company's website at enterprise.com.

• Company Revenue:	\$16.4 Billion
• Total Fleet in all Business Segments:	1.6 Million
• Vehicles purchased per year:	650,000
• Rental Office Locations:	8,100
• Fleet Management Office Locations:	55
• Remarketing Locations:	200
• Employees:	78,500
• ASE Accredited Maintenance Providers:	75,000

LOCAL ORGANIZATIONAL CHART

Local Account Team: The City of Lauderdale Lakes

<u>Local Government Support Staff</u>	<u>Name</u>	<u>Years with Enterprise</u>	<u>Phone Number</u>
• Vice President Management	Brett Frazee	18 YEARS	954-354-5410
• Controller	Paul Lane	14 YEARS	954-354-5411
• Business Development Manager	David Nunes	8 YEARS	954-354-5441
• Account Fleet Coordinator	Kelley Duane	2 YEARS	954-354-5412
• Client Service Supervisor	Beth Cicio	9 YEARS	954-354-5439
• Group Remarketing Manager	Ed Lawton	21 YEARS	954-354-5306

Corporate Government Support Staff

• Government Marketing Manager	Casey Wood	11 YEARS	314-512-4562
--------------------------------	------------	----------	--------------

City of Lauderdale Lakes will be assigned to a local, “dedicated” Account Team. This team will be led by the Business Development Manager and Account Fleet Coordinator. The team will also include the managers and staff members of our Remarketing Team, License and Renewal Team, Accounting Team, and Traffic Team. The goal of our local, dedicated Account Team is to be available to proactively manage every aspect of City of Lauderdale Lakes fleet needs—from making recommendations on the most cost effective vehicles, when the best time is to order or sell vehicles, monitoring the fleet to ensure efficiency...to helping with billing, accounting, and reporting needs.

The Business Development Manager is the primary contact for setting up initial account structure and for the retention of the account thereafter. They are available to review the account on a quarterly basis (or more often if desired) to ensure that account is handled properly, and to make recommendations for increasing fleet efficiency.

The Account Fleet Coordinator assists the Business Development Manager with the administrative functions. Their duties include handling all billing and DMV questions, maintaining accurate account information as far as customer cost codes and driver names, and handling the day-to-day requests for your account.

Fleet Management Office Location:

**5105 Johnson Road
Coconut Creek, FL 33073
954-354-5410(phone)
Hours of Operation: Monday – Friday 8:00 am – 5:00 pm**

***Local Representation within City Limits: Enterprise Holdings dba Enterprise Rent-A-Car**
Enterprise is requesting “local preference” as stated in Section 18.0 “Notice of Local Preference”

**2200 N. ST. RD. 7
LAUDERDALE LAKES, FL 33313-7055
954-486-3400 (phone)**

REFERENCES

Reference # 1 *Please Contact Grayson Carson at the City of Lake City
Lake City has been a client for many years and can speak to benefits of working with
Enterprise as well as the benefits of open-end leasing for a City's working fleet.*

Name: The City of Lake City
Contact name and title: Grayson Carson, Assistant City Manager
Address: 205 N Marion Ave, Lake City, FL 32055
Phone number: (386) 719-5768
Fax number: (386) 758-5488
Email address: casong@lcfla.com
Date of Contract: October, 2010

Reference # 2
Name: The City of Miramar
Contact name and title: Kirk Hobson-Garcia, General Services Manager
Address: 2300 Civic Center Place, Miramar, FL 33025
Phone number: (954) 883-5101
Fax number: (954) 602-3403
Email address: kfhobson-garcia@ci.miramar.fl.us
Date of Contract: March, 2013

Reference # 3
Company name: Lake County Sheriff's Office
Contact name and title: Captain Todd English
Address: 15855 State Highway 50, Clermont, FL
Phone number: 352-429-2290
Fax number: 352-343-9505
Email address: Todd.English@lcsso.org
Date of Contract: November, 2010

*****Enterprise currently has many municipal clients in the State and across
the County and will provide additional references upon request***



2014 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014

DR-13
R. 10/13

Business Name and Location Address

ENTERPRISE FLEET MANAGEMENT INC
600 CORPORATE PARK DR
SAINT LOUIS MO 63105-4204

Registration Effective Date

01/01/12

Certificate Number

80-8015791190-7

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: _____

(insert name of seller on photocopy) (date)

Presented by: _____

Authorized Signature (Purchaser) (date)



2014 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014

DR-13
R. 10/13

Business Name and Location Address

ENTERPRISE FLEET MANAGEMENT INC
5105 JOHNSON RD
COCONUT CREEK FL 33073-3640

Registration Effective Date

11/04/11

Certificate Number

16-8015762332-6

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: _____

(insert name of seller on photocopy) (date)

Presented by: _____

Authorized Signature (Purchaser) (date)



2014 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014

DR-13
R. 10/13

Business Name and Location Address

ENTERPRISE FLEET MANAGEMENT INC
18250 NW 59TH AVE STE 208
MIAMI LAKES FL 33014-7542

Registration Effective Date

11/07/11

Certificate Number

23-8015764900-3

Section D



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, on this day personally appeared
(Authorized Officer), who being by me duly sworn, deposes and says:

Brett A. Frazee

1. That he/she is the Vice President of the corporation/partnership known and styles as Enterprise Fleet Management, Inc duly formed under the laws of the State of Florida, on December 17, 2014, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.
2. That Enterprise Fleet Management, Inc (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the "Project" known as Design/Build for Emergency Operating Center, Lauderdale Lakes, Florida; to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.
3. That Enterprise Fleet Management, Inc (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.
4. That Enterprise Fleet Management, Inc (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.
5. That Enterprise Fleet Management, Inc (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person which bids on the Project.
6. That no officer of Enterprise Fleet Management, Inc has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.
7. That these representations and warranties will be true at the time of the proposal opening.

By: Brett A. Frazee

Its: Vice President

Authority Warranted

SWORN TO and subscribed before me this 17th day of December, 2014.

Kelley M. Duane Notary Public

My Commission Expires: Aug 7, 2016





QUESTIONNAIRE

PROJECT: RFP# 15-1301-02R PURCHASE/ LEASE/ FINANCE MUNICIPAL UTILITY VEHICLES

PROPOSER: Enterprise Fleet Management, Inc

OWNER: CITY OF LAUDERDALE LAKES

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The CITY of Lauderdale Lakes shall be entitled to contact each and every person/company listed in response to this questionnaire. The Proposer, by completing this questionnaire, expressly agrees that any information concerning the Proposer in possession of said entities may be made available to the CITY.
- C. Only complete and accurate information shall be provided by the Proposer. The Proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Proposer also acknowledges that the CITY is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the CITY of any subsequent agreement between the CITY and the Proposer.
- D. If there are any questions concerning the completion of this form, the Proposer is encouraged to contact Marie W. Elianor, Financial Services Director, e-mail: mariee@lauderdalelakes.org or fax: (954) 535-1892.

Balance of page intentionally blank

**QUESTIONNAIRE**Proposer's Name: Enterprise Fleet Management, IncPrincipal Office Address: 600 Corporate Park DrSt. Louis MO 63105Official Representative: Brett Frazee
(Circle One)Individual
Partnership
Corporation**If a Corporation, answer this:**When Incorporated: 1963In what State: MissouriPresident's Name: Steve BloomVice President's Name: Brett FrazeeTreasurer's Name: William SnyderMembers of Board of Directors: Pam Nichololson, William Snyder, Andrew Taylor**If Foreign Corporation:**

Date of Registration with:

Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:



If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____
2. _____
3. _____

*Designate general partners in Limited Partnership

-
1. Number of years of relevant experience in operating similar business: 57
 2. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled?
No (x) Yes () Provide details, check here ☐ if on a separate sheet
 3. Has the Proposer or any principals of the applicant organization refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?
NO
If yes, please explain, check here ☐ if on a separate sheet
 4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? NO
No (X) Yes () If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary check here ☐ if on a separate sheet



5. Has any principal, partner or key member of the firm or firms submitting this proposal and Questionnaire Form been convicted of a felony by a Federal, State, County or Municipal Court

No (x) Yes () If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary check here ☐ if on a separate sheet

6. Lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

No material pending litigation or leagal Action against the company (Enterprise Fleet Management or enterprise FM Trust) and has not been in the last five years

B. List all judgments from lawsuits in the last five years:

No material pending litigation or leagal Action against the company (Enterprise Fleet Management or enterprise FM Trust) and has not been in the last five years

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

No material pending litigation or leagal Action against the company (Enterprise Fleet Management or enterprise FM Trust) and has not been in the last five years

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal:

No (x) Yes () Provide details, check here ☐ if on a separate sheet

The Proposer understands that information contained in this Questionnaire will be relied upon by the CITY of Lauderdale Lakes in awarding the proposed Agreement and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Proposer, as may be required by the CITY Manager.



CITY of Lauderdale Lakes

Department of Financial Services

The Proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Broward County Sheriff's Department. By submitting this questionnaire, the Proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Proposer available to the Owner.

Dated December 17, 2014

PROPOSER:

Enterprise Fleet Management, INC.

By Brett A. Frazee

Its Vice President

Sworn to me before this December day of 2014, by Brett A. Frazee (name of affiant). He/she is

personally known to me or has produced _____ (type of identification) as identification.


Notary Public

My Commission Expires:

Aug 7, 2016





AFFIDAVIT FOR SOLE PROPRIETOR

State of _____

County of _____

_____ being duly sworn, deposes and says that:

- A. the foregoing statements are a true and accurate statement of his/her financial position as of the date thereof; and the answers to the interrogatories contained therein are true;
- B. the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- C. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- D. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial for bidding on CITY construction projects or the suspension or revocation of existing work or contracts being performed for the CITY of Lauderdale Lakes, Florida.

(Applicant)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is

personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL



AFFIDAVIT FOR PARTNERSHIP

State of _____

County of _____

_____ is a member of the firm of _____, being duly sworn deposes and says that:

- A. the foregoing statements are a true and accurate statement of the financial position of said firm as of the date thereof and the answers to the interrogatories contained therein are true;
- B. the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- C. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- D. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial for bidding on CITY projects or the suspension or revocation of existing work or contracts being performed by the Firm for the CITY of Lauderdale Lakes, FL.

(Member of Firm)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is

personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL



CITY of Lauderdale Lakes

Department of Financial Services

AFFIDAVIT FOR CORPORATION

State of Florida

County of Broward

Brett A. Frazee, is the Vice President (title) of the

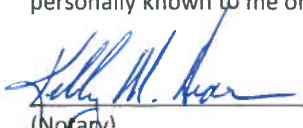
Enterprise Fleet Management, Inc. (corporation described herein) being duly sworn, deposes and says that:

- A. he/she is familiar with the books or the said corporation showing its financial position;
- B. the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof;
- C. the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- D. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- E. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of an existing work or contracts being performed by the Firm for the CITY of Lauderdale Lakes, Florida.


(Officer must also sign here)

Sworn to me before this December, 17 day of 20 14, by Brett A. Frazee (name of affiant). He/she is

personally known to me or has produced _____ (type of identification) as identification.


(Notary)

SEAL



**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the CITY of Lauderdale Lakes adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Lauderdale Lakes or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, sub-Vendor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Enterprise Fleet Management, Inc.

Name of Business

Sworn to and subscribed before me

BY: Brett Frazee

This Seventeenth day of

Signature

December, 2014

Brett Frazee, Vice President

Name & Title, Typed or Printed

5105 Johnson Road

Mailing Address

Coconut Creek, FL 33076

CITY, State, Zip Code

(954) 354-5410

Telephone Number Email Address

()

Facsimile Number

Kelley M. Duane
Notary Public

State of Florida





City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL, 33319

Department of Financial Services
Phone: (954) 535-2722
Fax: (954) 535-1892

ADDENDUM No. 1

ADDENDUM NO: 1

**TITLE: PURCHASE/ LEASE/ FINANCE
MUNICIPAL UTILITY VEHICLES**

DATE: December 12, 2014

RFP NO.: 15-1301-02R

RFP CLOSING DATE: December 18, 2014 at 3:00 pm

NUMBER OF PAGES: 3

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive. The below revisions are being made as follows.

Questions, Answers & Clarifications:

General statement regarding this RFP:

The City is interested in entertaining a variety of alternatives for acquiring vehicles. While it may appear that the City is providing contradictory specifications, this was not the intention. The only fast requirements of the RFP is to provide vehicle pricing information for the year 1 vehicles and provide the required terms, conditions and pricing for the required lease described in paragraph 4.1.1. This is required mostly for comparison purposes. In addition to this, responders are encouraged to provide their best lease solution(s) for consideration. All alternatives will be considered.

Question

1.03

"All vehicles ordered under this contract are expected to remain in use by the CITY for five (5) to seven (7) years." There are contradictory time frames through the RFP, (**Example;** 4.5 Lease Extension... "In the case of 36 and 48-month leases, the CITY, at its discretion, may desire to extend the lease term for an additional period of time that mutually agreeable to the CITY and the Vendor. In no case will the total lease term exceed 60 months".

Is it the City's intention to keep vehicles or extend leases beyond 60 months?

Response:

The City will likely keep the vehicles for 5 to 7 years. The City may consider extending the lease.

Question

Is the City open to evaluate alternate lease structures other than the one listed in 4.1.1?

Response:

The city is willing, in fact, anxious, to explore alternative procurement tactics as identified in Section 1.0 PURPOSE. Multiple proposals are encouraged. Any and all procurement alternatives will be considered.

Please add the following language immediately after paragraph number 4.1.1.

4.1.1 "For the sake of proposal evaluations" the following represents the CITY'S...



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL, 33319

Department of Financial Services
Phone: (954) 535-2722
Fax: (954) 535-1892

Question

3.2 States:

"The CITY will apply and pay for new tags for all vehicles procured as part of this contract." In section 12.0 it states all price proposals should include license fees.

Can you please clarify if the City would like respondents to include these fees or not in the cost proposal.

Response: Section 12 is an oversight. The City will apply for and pay for the license and registration of all vehicles.

Question

4.6 Lease Cost

"Pricing will remain fixed and firm for the duration of the contract period and for the length of any lease entered into during the contract period. The lease payment will include all costs which will be itemized on the payment invoice"

Is the City asking for fixed vehicle pricing throughout the contract term? (Example a 2015 F150 lease rate will be the same as a 2020 F150 lease rate?)

Response:

The conflict stems from the differentiation between the overarching 3 year procurement contract and the individual lease contracts arising from the master contract.

Please replace the language above with "Terms and Conditions will remain firm for the duration of the contract period and the pricing will remain fixed for the length of any lease entered into during the contract period. The lease payment will include all costs which will be itemized on the payment invoice"

If so respondents do not have control over manufactures model year pricing or vehicle incentives. There is also the potential of interest fluctuation.

Response:

Year 2 and 3 pricing and interest rates will be negotiated at the time the order is placed.

Vehicle pricing would be fixed for vehicle term once the City executes an agreement; but could change in subsequent years, will that be sufficient?

Response:

Yes

Question

3.2 Procurement

Is the City requiring vendors to have the ability to satisfy all methods of acquisition listed in Table 1?

Response:

This is not a requirement but a preference.

If this is the case how will a total cost be determined for scoring purposes.

Response:

Please refer to Section 14.0, initial scoring will be done per the required elements. There is an error in the values of the criteria. Please replace the scoring criteria in the RFP with the following:

- | | |
|--|------------|
| 1. Providing the best cost solution to the CITY | 70% |
| 2. Providing a comprehensive solution | 15% |
| 3. Clarity of Proposal | 15% |



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2722
Fax: (954) 535-1892

If vendors can choose to bid on one or the other, how will a total cost be determined?

Response:

Assuming that this question is still related to the selection and award of the contract, the answer is by using Present Worth.

Will vendors who bid on both be given preference?

Response:

Yes, but only if their proposal provides the best value to the City. The City may split the award.

Question

Good morning! I just wanted to verify that the City of Lauderdale Lakes is planning on paying cash for the LR7-60 and not considering financing on this particular piece of equipment. Please let me know if you would like payment options, thanks so much!

Response:

At this time, the City intends to pay cash for this vehicle. If these are attractive lease options available for this vehicle, the City will entertain them.

Note: This addendum closes all formal questions and clarifications to allow bidders sufficient time to submit in proposals.

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

Brett A. Frazee

COMPANY NAME

Enterprise Fleet Management, Inc.

SIGNATURE/DATE

PRINTED NAME

Brett A. Frazee

CITY OF LAUDERDALE LAKES

Marie W. Elianor
Financial Services Director

Section E



Enterprise reviewed the documents attached to the RPF, as well as had the individual who will be facilitating the sale of the vehicles inspect the vehicles in person at the City lot.

Below is the estimated value of The City's current fleet. The projected 1st year vehicle replacements have a total value \$10,000. Upon award Enterprise will sell the vehicles on behalf of The City of Lauderdale Lakes and cut a check back to the City once the vehicles have been sold

LAUDERDALE LAKES 2014 VEHICLE TRADE-INS

No.	Make / Model	Body/Trim	Model Year	Fuel Type	Drive	Yr	Estimated Resale Value
9114	Ford F-Series	12ft Dump Box	1997	Diesel	2WD	1	\$1,500.00
8207	Chevy Pickup 1500		1998	Gas	2WD	1	\$500.00
9226	Dodge Ram Pickup		2001	Gas	2WD	1	\$500.00
9227	Chevy Crew Cab 3500		2000	Gas	2WD	1	\$2,000.00
8241	Chevy 1500 Pickup		1998	Gas	2WD	1	\$500.00
9265	Dodge Dually Pickup		2001	Gas	2WD	1	\$2,000.00
8209	Chevy 15 Passenger Van		1999	Gas	2WD	1	\$1,500.00
9243	Dodge Durango		2002	Gas	4WD	1	\$800.00
9217	Chevy Cargo Van		1998	Gas	2WD	1	\$700.00
9208	Ford Taurus		1998	Gas	2WD	2	\$500.00
6246	Dodge Durango		2002	Gas	2WD	2	\$2,000.00
9244	Dodge Durango		2003	Gas	4WD	2	\$8,000.00
9148	International	12ft Flat Dump	2002	Diesel	2WD	2	\$8,500.00
9150	Sterling Tandem	14CY Const Dump	2002	Diesel	2WD	3	\$2,500.00
4200	Dodge Durango		2002	Gas	2WD	3	\$700.00
9200	Dodge Durango		2003	Gas	2WD	3	\$2,000.00

Start of Pricing Proposal(s)

Exhibit 1 (Close-end Lease)

Chassis Specification	Class	Year	Make & Model	Description	4 X 4	Engine Size	Monthly Lease Payment	Projected Quantity
1.2	Compact Pick-up Truck	2015	Nissan Frontier	S 4x2 King Cab 6 ft. box		4 Cyl	\$209.33	2
1.3	1/2 Ton Pick-up Truck	2015	Chevy Silverado 1500	WT 4x2 Regular Cab 8 ft. box		V8	\$289.18	1
1.4	1/2 Ton Pick-up Truck	2015	GMC Sierra 1500	Base 4x2 Regular Cab 6.6 ft. box		V6	\$240.41	1
1.5	1 Ton Pass Van	2015	Ford Transit 350	XL w/Sliding Pass-Side Cargo Door High Roof HD Extended-Length Wagon		*V6 (Available only in V6 or Diesel)	\$489.00	1
1.6	3/4 Ton Cargo Van	2015	Ford Transit 250	Base Low Roof Cargo Van		*V6 (Available only in V6 or Diesel)	\$293.00	1

All Lease payments are based on 60-months with 50,000 miles at term

Pricing based on vehicles projected for finance acquisition in the 1st year Per Table 1

License fees will be billed per occurrence and are not included in monthly rate

All Pricing is subject to successful negotiation of Enterprise Walkaway Lease Agreement

OPEN-ENDED (EQUITY) LEASE STRUCTURE

Enterprise Fleet Management features an alternative leasing structure in addition to the Closed-end leasing structure requested in *Section 4.1.1 of the RFP*. **(See Exhibit 2)**

***The open-ended municipal lease is the structure that Enterprise is recommending for the City*.**

Our Open-Ended Leasing product provides the flexibility of vehicle ownership with the cash flow advantages of traditional leasing. Benefits include:

- ***No mileage restrictions and wear and tear charges***
- ***Customized terms for use and type of vehicle***
- ***Flexibility to shorten or extend lease term***
 - *This would allow the City to keep vehicles past 5 years without any lump-sum payments*
- ***Retention of ownership rights***

The mechanics of this lease involves financing the difference between the vehicle's purchase price and a Reduced Book Value (RBV) which is based upon a percentage of the delivered price of the vehicle.

Options at completion of lease term:

- ***Enterprise can replace vehicle with new model (applying equity gains)***
- ***The City of Lauderdale Lakes can extend the term of the lease***
- ***The City of Lauderdale Lakes can take title of the vehicle at the Reduced Book Value***

Enterprise Fleet Management can sell the aged vehicles in a process which accommodates The City of Lauderdale Lakes competitive process. Gains are defined as the difference between the resale proceeds from our remarketing efforts & the open market sale and the Reduced Book Value.

There are no mileage charges or excessive wear and tear charges on the Open-Ended (Equity) Lease.

Listed below are sample depreciation rates based on projected hold time of vehicles and usage

Term	Monthly Deperaction
36	2.00%
48	1.50%
60	1.25%

***See Exhibit 2 for Open-end Lease menu pricing**

Fleet Menu Pricing

Enterprise Recommended Lease Structure

Exhibit 2 (Open-end Lease)

Chassis Specification	Class	Year	Make & Model	Description	4 X 4	Engine Size	Lease Payment	*Effective Payment	Projected Quantity
1.1	1 1/2 Ton Pick-up	2015	Dodge Ram 4500	Tradesman 4x4 Regular Cab DRW with 10' Dump Bed	X	Diesel	\$898	\$830.10	1
1.2	Compact Pick-up Truck	2015	Nissan Frontier	S 4x2 King Cab 6 ft. box		4 Cyl	\$294	\$187	2
1.3	1/2 Ton Pick-up Truck	2015	Chevy Silverado 1500	WT 4x2 Regular Cab 8 ft. box		V8	\$374	\$274	1
1.4	1/2 Ton Pick-up Truck	2015	GMC Sierra 1500	Base 4x2 Regular Cab 6.6 ft. box		V6	\$331	\$220	1
1.5	1 Ton Pass Van	2015	Ford Transit 350	XL w/Sliding Pass-Side Cargo Door High Roof HD Extended-Length Wagon		*V6 (Available only in V6 or Diesel)	\$581	\$488	1
1.6	3/4 Ton Cargo Van	2015	Ford Transit 250	Base Low Roof Cargo Van		*V6 (Available only in V6 or Diesel)	\$398	\$288	1
1.7	3/4 Ton Pick-up Truck	2015	Ford F-250	XL 4x4 SD Regular Cab 8 ft. box	X	V8	\$408	\$343	2
1.8	Electric Compact	2015	Ford Focus	Base 4dr Hatchback		Electric	\$459	\$397	2

All Equity Lease payments are based on 1.25% monthly depreciation. This leaves a 25% book value at 60-months, vehicles will be fully depreciated at 80-months

Pricing based on all vehicles projected for acquisition in the 1st year (cash and finance)

Fixed Maintenance rates include ALL Vehicle Maintenance. Including (1) sets of brakes per 26,000 miles and (0) tires, these are the only quantified

Full -Maintenance fields that have *** will be vehicles that maintenance is be billed back to the City as it occurs

License fees will be billed per occurrence and are not included in monthly rate

Effective payment column based on the following formula (Market value - Book value @ term, divided by 60, subtracted from monthly lease payment)

All Pricing is subject to successful negotiation of Enterprise Master Equity Agreement

****See Benefits of Equity Lease in RFP Submission****

****See Extended Equity Cost Sheet in Back of RFP Submission****

Fleet Menu Pricing

Exhibit 3 (Cash Purchases)

Chassis Specification	Class	Year	Make & Model	Description	4 X 4	Engine Size	Cash Payment	Quantity
1.1	1 1/2 Ton Pick-up	2015	Dodge Ram 4500	Tradesman 4x4 Regular Cab DRW with 10' Dump Bed	X	Diesel	\$62,401.11	1
1.7	3/4 Ton Pick-up Truck	2015	Ford F-250	XL 4x4 SD Regular Cab 8 ft. box	X	V8	\$38,004.00	2
1.8	Electric Compact	2015	Ford Focus	Base 4dr Hatchback		Electric	\$29,788.95	2
2.3 D	Medium Duty	2015	International 4300	Flat Bed Dump		Diesel	\$70,841.87	1
2.3 E	Medium Duty	2015	International 4300	Forestry Bucket Truck		Diesel	\$151,033.00	1

Section F

ADDITIONAL SERVICES

FULL MAINTENANCE PROGRAM

Enterprise can provide a maintenance program for The City of Lauderdale Lakes through our Fixed Maintenance Program. This program guarantees the maintenance costs are covered, regardless of the repairs needed to maintain your vehicle during the term. The City of Lauderdale Lakes is protected through a budgeted, inflation-proof maintenance agreement for the duration of your lease, up to 7 years or 100,000 miles.

The Full Maintenance Program is a fixed and guaranteed program that covers all preventive and unscheduled mechanical repairs. The rates are predetermined for any and all vehicle maintenance services and any parts and labor negotiations are handled between Enterprise and the corresponding repair shop.

The Full Maintenance rate excludes brakes and tires which would be billed separately if required. Rental vehicle will be provided by Enterprise Rent-A-Car for The City of Lauderdale Lakes when needed. All repairs are coordinated through Enterprise using the support of a local network of repair facilities. This reduces The City of Lauderdale Lakes's time on fleet repairs because multiple estimates for repair time and costs are eliminated. As downtime is reduced, employee productivity increases.

The maintenance process is controlled by an Enterprise team of ASE certified technicians.

- **51 Service Advisors with over 300 years of fleet experience**
- **ASE Certifications:**
- **640 Individual Certificates**
- **27 Master Auto**
- **13 Double Master (Auto & MD)**
- **Average 11 certifications per technician**
- **Because of strong participation in the ASE program, Enterprise has been named a Blue Seal of Excellence Facility eleven years in a row.**

All shops must carry \$1,000,000 liability insurance coverage for protection of vehicles on premises. With **65,000 shops on the Enterprise network nationwide**, we can leverage our size to best serve The City of Lauderdale Lakes in a timely manner. Our ASE mechanic team has the ability to ship hard to find parts to shops servicing The City of Lauderdale Lakes's vehicles, which helps to eliminate downtime.

Enterprise's maintenance program does not limit or void any warranties given by the manufacturers. The Full Maintenance program works in conjunction with these warranties to fix and guarantee all preventative and unscheduled repair work up to 100,000 miles.

Warranties on parts and repairs vary from National Account vendor to vendor. Our technicians are trained to recognize warranty possibilities, and by checking our service/repair history, they will direct customers to the appropriate vendor to have warranty work performed. Enterprise will request goodwill assistance from the manufacturer based on the nature of the repair. Once a claim is identified and deemed qualified, Enterprise will submit to the manufacturer on The City of Lauderdale Lakes's behalf. Any funds received will be passed on to the customer and there is no additional charge for warranty recovery.

FULL MAINTENANCE PROGRAM (CONTINUED)

Enterprise is not tied directly to any one vendor. Within our network of vendors, the following are provided:

- Vendors that have diagnostic equipment
- Dealers that can perform warranty repair work
- Local vendors that stock parts
- Vendors that hire ASE certified technicians
- Vendors that carry parts in stock (delivery times may vary by vendor)
- Vendors that carry a wide variety of products to accommodate your fleet needs
- Certain vendors that can accommodate pick-up and delivery service

Roadside assistance is available 24-hours a day, 7 days a week—which includes towing, emergency roadside service, lock-out service, and fuel delivery—at no additional cost to The City of Lauderdale Lakes

Hours of coverage -- Monday -Friday: 5AM - 7PM

Saturday: 5AM - 2PM

After-hours service handled by AAA and Fleetnet, 24/7/365 days

The convenience of our Full Maintenance program is unmatched due to the number of maintenance shops available. All vehicle maintenance and repairs, preventative and unscheduled, are approved under our program reducing any phone calls or downtime associated with receiving approval on a PO or billing. Also, consolidated billing for the lease, maintenance, and insurance will reduce the number of outgoing PO's from The City of Lauderdale Lakes' Accounts Payable department.

With Enterprise handling the maintenance process—from providing proactive service reminders to the convenience of our available shops— The City of Lauderdale Lakes will save soft dollar costs, which will reduce the amount of employee time spent on repairs and maintenance, thus minimizing downtime.

The City of Lauderdale Lakes may choose to use Enterprise's website to disperse an email service reminder to assigned drivers or designated contacts within the department. Also, Enterprise provides a complete snapshot of the entire fleet of vehicles each month with corresponding information about their upcoming service dates.

****** List of Active Maintenance Shops in Within City Limits******

Location	Street	City
TIRE KINGDOM #026	2601 N STATE RD 7	LAUDERDALE LAKES
JIFFY LUBE #176	1950 N SR 7	LAUDERDALE LAKES
NTW NATIONAL TIRE WHOLESALE	3400 N STATE RD 7	LAUDERDALE LAKES
PAN AMERICAN TIRE & BRAKE	3330 N. State Rd. 7	LAUDERDALE LAKES
REEF BUICK, INC.	2300 NORTH STATE ROAD #7	LAUDERDALE LAKES
GARY'S AUTO DETAILING	3930 NW 31ST TERRACE APT 5	LAUDERDALE LAKES
PHIL SMITH BUICK	2300 NORTH STATE ROAD 7	LAUDERDALE LAKES
AUTO PAINTING USA	2784 NW 31ST AVE	LAUDERDALE LAKES
1-800-RADIATOR	3523 NW 19TH ST	LAUDERDALE LAKES
RAM'S CAR CARE CENTER	3330 N State Rd 7	LAUDERDALE LAKES
*WRECKAMENDED Colision Center	3685 W Oakland Park Blvd	LAUDERDALE LAKES

PHYSICAL DAMAGE PROGRAM

Enterprise can provide Physical Damage Coverage for the leased vehicles. Physical Damage Rates are included in our proposal submission.

The Physical Damage Program is designed to minimize the City of Lauderdale Lakes' losses and facilitate the process of getting the fleet vehicles back on the road. With one phone call, the towing, bodywork, loaner car, subrogation, and reporting will all be handled by our Loss Control Team.

- **One-Call Service:** Eliminates the hassle of arranging towing, getting multiple repair estimates, pursuing the other insurance company, dealing with being pursued, and arranging for rental vehicles. In the event of an accident, the City of Lauderdale Lakes only makes one call to Enterprise. After taking a brief accident report, Enterprise will take over any and all details involved in handling the claim and get the vehicle repaired quickly! Enterprise will also handle and administer all under deductible claims, minimizing time spent by the City of Lauderdale Lakes' staff. In addition, Enterprise will report the liability claim, if applicable. The benefit to the City of Lauderdale Lakes is convenience—there is only one phone number for Maintenance and Insurance.
- **Discounted Parts and Labor Pricing:** Reduction of out-of-pocket expenses can save the City of Lauderdale Lakes money and lower its loss ratios. When the vehicle is repaired at an approved facility, physical damage claims are documented at our Enterprise reduced rates, which improves the City of Lauderdale Lakes' loss history. Our shops work to minimize downtime while vehicles are in repair.
- **Monthly Billing with No Interest Cost:** Reduces costs and increases cash flow. Fees are paid monthly, along with vehicle payments. There are no large cash deposits upfront nor any interest assessed on the unpaid portion.
- **Strong Commitment to Quality Repair:** Poor work can affect resale value. Our shops guarantee their work, and any problems are fixed free of charge.
- **Consolidated Billing:** No additional check writing or administration time is required. Any expenses appear on the regular monthly billing statement.
- **Total Losses Handled:** No financial exposure to the book value exceeding the market value of the vehicle

MOBILE RESOURCE MANAGER

- **Productivity**
 - ✓ Real-Time Vehicle Tracking
 - ✓ Trips and Activity Reporting
 - ✓ Congregation Reporting
 - ✓ Garmin PND Dispatching
- **Ease of Use**
 - ✓ Plug-and-Play Installation
 - ✓ Mobile Device Management
 - ✓ Instant Notifications
 - ✓ Customizable Dashboard Reports
- **Driver Safety**
 - ✓ Risk and Safety Scorecards
 - ✓ Performance Report Trending
 - ✓ In-Vehicle Driver Coaching
 - ✓ Ensure Seatbelt Utilization
- **Devices**
 - ✓ Garmin Navigation
 - ✓ Satellite Tracking
 - ✓ Hours of Service
 - ✓ Third Party Devices
- **Savings**
 - ✓ Reduce Fuel Costs
 - ✓ Track Fuel Consumption
 - ✓ Route Optimization
 - ✓ Detect Engine Issues
 - ✓ Real-Time Engine Diagnostics



Vehicle Tracking Device

Geotab's GPS fleet management device, the GO6, offers premium plug and play technology. The vehicle tracking solution requires no additional antennas and no splicing of wires, helping to reduce both GPS device installation time and fees.



Fleet Management Software

MyGeotab is a leading GPS fleet management software solution and is the premium choice for many businesses worldwide. Benefit from a diverse set of features that allow for scalability, mobile fleet management, and more!

Pricing	One-Time	Monthly
	\$99	\$29 Pro-package
		\$26 Basic-package

VEHICLE RESALE PROCESS/ABILITY TO SELL VEHICLES

Enterprise maximizes the resale of our disposals through a nationwide network of more than 200 remarketing locations. Our 800 remarketing professionals consistently develop new outlets to successfully minimize the lifecycle cost of our customer's vehicles. Enterprise disposes of vehicle by:

- Utilizing a multi-channel approach to maximize our sales efforts
- Not relying on any one channel to dispose of our vehicles
- Constantly evaluating each channel to better understand the best place to sell our vehicles

Enterprise uses the following channels to sell our vehicles:

- Internal Sales through re-leasing to other Fleet Management customers and Referral Car Sales Department
- Direct Dealer Marketing by hand selling to Franchised Dealers and Independent Dealers
- Some Auctions—live sales and Internet only sales (nationwide)

Enterprise's value proposition on resale of vehicles sets us apart from our competitors

- Market Knowledge
 - Over 200 Remarketing locations nationwide
 - Nationwide network of 800+ Remarketers
 - Annual vehicle sales of 800,000+
 - Flexibility to choose our sales channel: (direct dealer marketing (hand selling) / On-line sales / auctions etc...)
 - Local sales experts with 40+ years of experience
 - Fast and efficient disposal process
 - Consistently outperform market averages (BB, CVI and KBB.com)
 - A company committed to the disposal process because we have to sell all of our vehicles as well.
- 
- A decorative graphic at the bottom of the page consisting of a black horizontal bar with a green and white curved shape on the right side.

IMPLEMENTATION

City of Lauderdale Lakes will be assigned a “dedicated” local Account Team. This team will be led by the Business Development Manager and Account Fleet Coordinator. The team will also include the managers and staff members of our Remarketing Team, License and Renewal Team, Accounting Team, and Traffic Team. The goal of our local, dedicated Account Team is to be available to proactively manage every aspect of the City of Lauderdale Lakes’ fleet needs—from making recommendations on the most cost effective vehicles, when the best time is to order or sell vehicles, monitoring the fleet to ensure efficiency...to helping with billing, accounting, and reporting needs.

IMPLEMENTATION & CONTRACT MANAGEMENT

Please note that this proposed Work Plan / Timeline based on previous experience with other municipalities. Our strategies are designed to evolve specifically to the needs of our customers.

1. Post-Award

- Finalize contracts and paperwork
- Determine appropriate services needed
- Process and submit orders for vehicles and services
- Negotiate phase-in plan

2. Implementation Meeting

- Introduction of Account Team
- Define vehicle logistics (delivery, locations, registration requirements, etc.)
- Discuss supporting documents needed for internal implementation

3. Provide Vehicle Order Status and Delivery Estimates

4. Prior to Delivery of Vehicle:

- Coordinate registration of vehicle
- Arrange for installation of additional equipment (as needed)
- Coordinate delivery and/or pickup of vehicle(s)

5. Post Delivery Meeting(s)

- Delivery Feedback
- Review billing & online resources
- Driver / Contact training regarding products and services

6. Fleet Review Meeting

- Review Fleet Activity (vehicle disposals, acquisitions, etc...)
- Evaluate vehicle: mileage patterns, application, and utilization
- Discuss progress and use of fleet programs
- Provide updated fleet review and order recommendations
- Assist in disposal or logistics of current vehicle (additional cost) where appropriate

FLEET PROFILE & REPLACEMENT SCHEDULE (SAMPLE)



ENTERPRISE LEASE AGREEMENTS

PROPOSED CONTRACT(s) & LANGUAGE FOR CITY OF LAUDERDALE LAKES

It is Enterprise Fleet Management Inc.'s intention to work with City of Lauderdale Lakes to arrive at a mutually beneficial solution regarding contract negotiations of the City of Lauderdale Lakes RFP #15-1301-02R. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the Asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. All pricing is subject to successful contract negotiations of one or both of the lease agreements below.



MASTER WALKAWAY LEASE AGREEMENT

This Master Walkaway Lease Agreement is entered into this twelfth day of December, 2014, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Walkaway Lease Agreement and the various Schedules and addenda to this Master Walkaway Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) The monthly rental rate allows the number of miles per month as set forth in the applicable Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an excess mileage charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(c) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(d) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(e) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(f) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order as at the commencement of the applicable Term, reasonable wear and tear resulting from proper use excepted. If a Vehicle is not returned in the required condition, Lessee agrees to pay Lessor, at Lessor's option, the estimated cost to restore such Vehicle to such condition, or the actual cost of restoration, if the Vehicle is restored. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4 so long as Lessee repairs any damage to such Vehicle caused by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order, provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the due date of the next following monthly rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by Lessor in good faith, of the Totaled Vehicle immediately prior to the Casualty Occurrence. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers)

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive)

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such

insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification; (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above, (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY. To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES. The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor, or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement, if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee (i) either the Vehicle (in the condition required by Section 4) or the estimated undamaged wholesale value of the Vehicle (as determined by Lessor in good faith) plus (ii) all accrued and unpaid rent for such Vehicle for the period ending on, and all other amounts owed by Lessee with respect to such Vehicle as of, the date all of the amounts owed by Lessee to Lessor under this clause (e) (including the amounts owed under this subclause (i)) are paid in full (the "Payment Date") plus (iii) an amount equal to three (3) months rent plus (iv) Thirty Percent (30%) of the total future rent due under the applicable Schedule for the period commencing on the Payment Date and ending on the last day of the scheduled Term; and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Walkaway Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Walkaway Lease Agreement as of the day and year first above written.



LESSEE: City of Lauderdale Lakes

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Jonathan K. Allen
Title: City Manager

By: Brett Frazee
Title: Vice President

Address: 4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Date Signed: _____

Date Signed: _____



SELF-INSURANCE ADDENDUM TO MASTER WALKAWAY LEASE AGREEMENT
(Liability Only)

This Addendum is made to the Master Walkaway Lease Agreement dated the twelfth day of December, 2014, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the liability risks (but not the physical damage risks) set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any liability insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of liability insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (a) Lessor, at any time in its good faith judgment, is not satisfied with the financial condition of Lessee or (b) any "Event of Default" (as defined therein) occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement and Lessee shall furnish Lessor with satisfactory proof that the required insurance coverages are in effect.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Lauderdale Lakes

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Jonathan K. Allen
Title: City Manager

By: Brett Frazee
Title: Vice President

Date Signed: _____

Date Signed: _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this twelfth day of December, 2014, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order, provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability.

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers)

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive.

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the highest insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessee as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments. Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced against Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES. The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence), and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Lauderdale Lakes

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Jonathan K. Allen
Title: City Manager

By: Brett Frazee
Title: Vice President

Address: 4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Date Signed: _____

Date Signed: _____



**SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Liability Only)**

This Addendum is made to the Master Equity Lease Agreement dated the twelfth day of December, 2014, as amended (the "Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Commercial Automobile Liability insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Commercial Automobile Liability insurance policy of any kind with respect to any Vehicle, provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Commercial Automobile Liability insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Commercial Automobile Liability insurance in the form of a Commercial Automobile Liability insurance policy which complies in all respects, other than the amount of Commercial Automobile Liability insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Lauderdale Lakes

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Jonathan K. Allen
Title: City Manager

By: Brett Frazee
Title: Vice President

Date Signed: _____

Date Signed: _____



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this twelfth day of December, 2014, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Lauderdale Lakes ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Walkaway Lease Agreement dated as of the twelfth day of December, 2014, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS. EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.



8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Lauderdale Lakes

EFM: Enterprise Fleet Management, Inc.

By: Jonathan K. Allen
Title: City Manager

By: Brett Frazee
Title: Vice President

Address: 4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____

Date Signed: _____



City of Lauderdale Lakes

Fleet Menu Pricing

Exhibit 1 (Close-end Lease)

Chassis Specification	Class	Year	Make & Model	Description	4 X 4	Engine Size	Monthly Payment		Annual Payment(s) for requested quantity		
							Monthly Lease Payment	Full Maintenance	Lease Payment Per Vehicle	Full Maintenance	Projected Quantity
1.2	Compact Pick-up Truck	2015	Nissan Frontier	S 4x2 King Cab 6 ft. box		4 Cyl	\$209.33	\$26.80	\$5,023.92	\$643.20	2
1.3	1/2 Ton Pick-up Truck	2015	Chevy Silverado 1500	WT 4x2 Regular Cab 8 ft. box		V8	\$289.18	\$27.79	\$3,470.16	\$333.48	1
1.4	1/2 Ton Pick-up Truck	2015	GMC Sierra 1500	Base 4x2 Regular Cab 6.6 ft. box		V6	\$240.41	\$27.79	\$2,884.92	\$333.48	1
1.5	1 Ton Pass Van	2015	Ford Transit 350	XL w/Sliding Pass-Side Cargo Door High Roof HD Extended-Length Wagon		*V6 (Available only in V6 or Diesel)	\$460.00	\$30.93	\$5,828.00	\$371.16	1
1.6	3/4 Ton Cargo Van	2015	Ford Transit 250	Base Low Roof Cargo Van		*V6 (Available only in V6 or Diesel)	\$293.00	\$29.83	\$3,516.00	\$357.96	1

All Lease payments are based on 60-months with 50,000 miles at term
Pricing based on vehicles projected for finance acquisition in the 1st year Per Table 1
License fees will be billed per occurrence and are not included in monthly rate
All Pricing is subject to successful negotiation of Enterprise Walkaway Lease Agreement

City of Lauderdale Lakes

Fleet Menu Pricing

Enterprise Recommended Lease Structure

Exhibit 2 (Open-end Lease)

Chassis Specification	Class	Year	Make & Model	Description	4 X 4	Engine Size	Lease Payment	Effective Payment	Projected Quantity
1.1	1 1/2 Ton Pick-up	2015	Dodge Ram 4500	Tradesman 4x4 Regular Cab DRW with 10' Dump Bed	X	Diesel	\$898	\$630.10	1
1.2	Compact Pick-up Truck	2015	Nissan Frontier	4x2 King Cab 6 ft. box S		4 Cyl	\$254	\$187	2
1.3	1/2 Ton Pick-up Truck	2015	Chevy Silverado 1500	WT 4x2 Regular Cab 8 ft. box		V8	\$374	\$274	1
1.4	1/2 Ton Pick-up Truck	2015	GMC Sierra 1500	Base 4x2 Regular Cab 6.6 ft. box		V6	\$331	\$220	1
1.5	1 Ton Pass Van	2015	Ford Transit 350	XL w/Sliding Pass-Side Cargo Door High Roof HD Extended-Length Wagon		*V6 (Available only in V6 or Diesel)	\$581	\$486	1
1.6	3/4 Ton Cargo Van	2015	Ford Transit 250	Base Low Roof Cargo Van		*V6 (Available only in V6 or Diesel)	\$398	\$289	1
1.7	3/4 Ton Pick-up Truck	2015	Ford F-250	XL 4x4 SD Regular Cab 8 ft. box	X	V8	\$468	\$343	2
1.8	Electric Compact	2015	Ford Focus	Base 4dr Hatchback		Electric	\$459	\$397	2

All Equity Lease payments are based on 1.25% monthly depreciation. This leaves a 25% book value at 60-months, vehicles will be fully depreciated at 80-months

Pricing based on all vehicles projected for acquisition in the 1st year (cash and finance)

Fixed Maintenance rates include ALL Vehicle Maintenance. Including (1) sets of brakes per 26,000 miles and (0) tires, these are the only quantified

Full -Maintenance fields that have *** will be vehicles that maintenance is be billed back to the City as it occurs

License fees will be billed per occurrence and are not included in monthly rate

Effective payment column based on the following formula (Market value - Book value @ term, divided by 60, subtracted from monthly lease payment)

All Pricing is subject to successful negotiation of Enterprise Master Equity Agreement

****See Benefits of Equity Lease in RFP Submission***

****See Extended Equity Cost Sheet in Back of RFP Submission****

City of Lauderdale Lakes

Fleet Menu Pricing

Exhibit 3 (Cash Purchases)

Chassis Specification	Class	Year	Make & Model	Description	4 X 4	Engine Size	Cash Payment	Quantity
1.1	1 1/2 Ton Pick-up	2015	Dodge Ram 4500	Tradesman 4x4 Regular Cab DRW with 10' Dump Bed	X	Diesel	\$62,401.11	1
1.7	3/4 Ton Pick-up Truck	2015	Ford F-250	XL 4x4 SD Regular Cab 8 ft. box	X	V8	\$38,004.00	2
1.8	Electric Compact	2015	Ford Focus	Base 4dr Hatchback		Electric	\$29,788.95	2
2.3 D	Medium Duty	2015	International 4300	Flat Bed Dump		Diesel	\$70,841.87	1
2.3 E	Medium Duty	2015	International 4300	Forestry Bucket Truck		Diesel	\$151,033.00	1

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APPROVED

RESOLUTION 2015-74

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THIRTEEN MASTER EQUITY LEASE AGREEMENT PACKAGES, INCLUDING AMENDMENTS TO MASTER EQUITY LEASE AGREEMENT ADDENDA, WITH ENTERPRISE FM TRUST, A DELAWARE STATUTORY TRUST ("ENTERPRISE") FOR THE LEASE OF THIRTEEN VEHICLES TO BE USED TO REPLACE EXISTING CITY VEHICLES, AN EXEMPLAR COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in February of 2015, the Public Works Department presented the 2015 – 2019 Capital Improvements Program ("CIP") for review and comment by the City Commission, and

WHEREAS, on March 24, 2015, the City Commission adopted Ordinance 2015-03, amending the 2015-adopted City Budget, thereby providing funding for the implementation of the CIP, and

WHEREAS, the Public Works Department, through the Purchasing Division, issued RFP #15-1301-02R Purchase/Lease/Finance Municipal Utility Vehicles, which received three responses, and

WHEREAS, the City Commission, acting on the recommendation of the Selection Committee, ranked Enterprise as the highest ranked proposal and authorized the City Manager to negotiate vehicle replacement contracts with Enterprise in Resolution 2015-41, and

WHEREAS, funds for the lease of seven of such lease vehicles will come from the General Fund, two of the vehicles will be funded out of the Development Fund and

four vehicles for the new Code Enforcement Division will also be funded out of the Development Fund, and

WHEREAS, the proposed lease instrument is a five (5) year open-end "equity" lease which allows for the purchase of the vehicle at the end of the lease term for approximately 20% of the purchase price of the vehicle, and

WHEREAS, the specific lease price can only be determined after the trade-in value of existing vehicles is deducted from the value of the leased vehicles, the pricing provided to the Commission is a worst-case scenario, and

WHEREAS, the Public Works Department has provided the City Commission with a Fleet Menu Pricing Schedule, a Cost Comparison, Vehicle Specifications and Fair Price Estimates, Vehicle Distribution and Lease versus Purchase Comparison, Sample Equity Lease Schedule, Full Maintenance Agreement, Proposed Master Equity Lease Agreement, Proposed Amendment to Master Equity Lease Agreement Addendum and a Self-Insurance Addendum,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Manager is hereby authorized to execute, thirteen Master Equity Lease Agreement packages, including amendments to Master Equity Lease Agreement Addenda, with Enterprise FM Trust, a Delaware

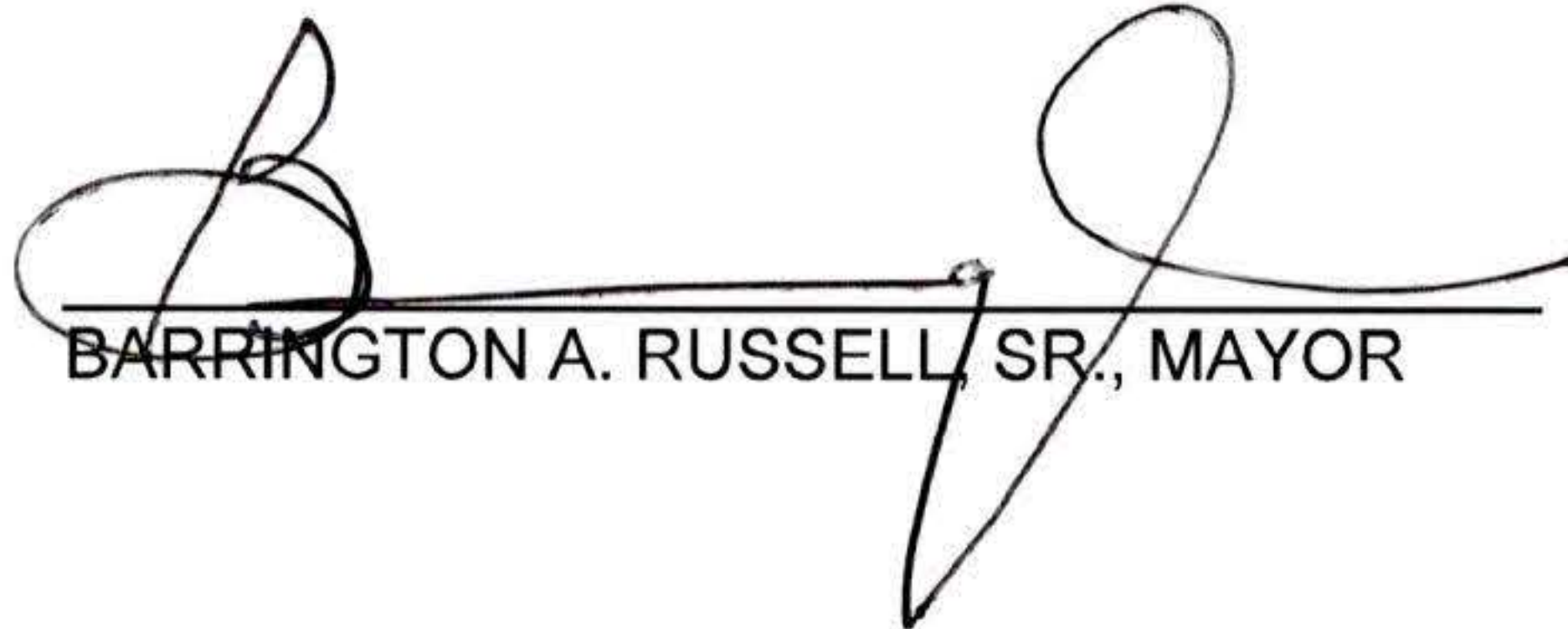
statutory trust for the lease of thirteen vehicles to be used to replace existing City vehicles, an exemplar copy of which can be inspected in the Office of the City Clerk.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized and directed to provide a requisite number of fully executed agreements to Enterprise, with a copy to the Office of the City Attorney. .

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JUNE 23, 2015.




BARRINGTON A. RUSSELL, SR., MAYOR



SHARON HOUSLIN, CITY CLERK

JCB:cn

Sponsored by: MANNY DIEZ, Director of Public Works

VOTE:

Vice-Mayor Beverly Williams	☒ (For)	☐ (Against)	☐ (Other)
Commissioner Edwina Coleman	☒ (For)	☐ (Against)	☐ (Other)
Commissioner Gloria Lewis	☒ (For)	☐ (Against)	☐ (Other)
Commissioner Eileen Rathery	☒ (For)	☐ (Against)	☐ (Other)
Commissioner Patricia Williams	☒ (For)	☐ (Against)	☐ (Other)

TOWN OF BAY HARBOR ISLANDS

Fleet Menu Pricing

Class	Year	Make & Model	Vehicle Description	Aftermarket Description	Engine Size	Vehicle Delivered Price	Aftermarket Cost provided by HG2	Total Monthly Lease Payment	Fixed Monthly Maintenance Program	Annual Payment w/ Maint.	Reduced Book Value at Term	Projected Resale Value at Term per unit	Anticipated Equity at Term Per Unit
1/2 Ton Pick-up Truck	2019	Ford F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 122 in. WB - US	HG2 Administrative Vehicle Package	V6	\$23,175.00	\$3,670.00	\$481.15	\$37.00	\$6,217.80	\$2,689.00	\$10,200.00	\$7,511.00
1/2 Ton Cargo Van	2019	Ford Transit 150	Base w/60/40 Pass-Side Cargo Doors Low Roof Cargo Van 129.9 in. WB	HG2 Administrative Vehicle Package. Custom Bin and Cabinet package. Ladder Rack. Four Corner LED Strobes and Decal Package	V6	\$27,028.00	\$4,423.00	\$561.93	\$37.00	\$7,187.16	\$3,144.00	\$10,500.00	\$7,356.00
Mid-Size SUV	2019	Ford Explorer	Base 4dr Front-wheel Drive- w/ Tow Package	Tow Package. Four Corner Strobe Lights and Two sets of Keys	V6	\$26,886.00	\$1,530.00	\$470.60	\$37.00	\$6,091.20	\$3,691.00	\$13,000.00	\$9,309.00
										\$19,496.16			

All Lease Payments based on 60-month Term to residual book value or RBV, and \$0 money down. No over mileage fees, wear & tear penalties or early termination charges.

Full Maintenance option includes all scheduled and non-preventive services and repairs over term including (2) tires and (1) sets of brakes. Based on 60 months 10,000 miles per year.

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an ordinance on **second** reading amending Chapter 16 of the Town Code clarifying the benefits payable to the beneficiaries of vested terminated members who die prior to reaching their normal retirement age. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

This ordinance was approved at the August 15, 2018 Board of Trustees/Retirement Board meeting.

This ordinance grants the same retirement benefit to vested terminated members as vested employees should they die before reaching retirement age.

RECOMMENDED ACTION:

Council discretion

FINANCIAL ANALYSIS:

Per Chuck Carr, the Town's retirement plan actuary, the cost of extending the current pre-retirement death benefit to deferred vested participants (both current deferred vested participants as well as future deferred vested participants) amounts to \$2,831 for the general employees and \$4,322 for police officers.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. Deferred Vested Survivor Benefits memo 101018
2. vested terminated pre-retirement death benefit Ordinance Amendment (Oct 2 2018)

TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: OCTOBER 2, 2018
TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL
FROM: MELISSA CRUZ
RE: SURVIVOR BENEFITS FOR DEFERRED VESTED PARTICIPANTS

One of the Town's former employees who elected to leave his contributions with the plan so that he would be eligible for his vested benefit upon attaining retirement age made an inquiry concerning the payout of his benefit in the event he were to die prior to retirement age. He had left a memo in his file choosing a lump sum benefit in the event of his death prior to retirement. He wondered if any death benefit would be payable upon his death or if payment would be delayed until he would have attained retirement age.

The lump sum benefit option is only available to participants who have attained retirement age or who die while employed, so an employee's choice of a lump sum in the event of pre-retirement death is no longer valid once employment is terminated. (This is different from a refund of employee contributions in lieu of retirement benefit; that is always available).

Our actuary has been assuming that only a refund of contributions would be paid in the scenario under discussion. However, he also states that the additional liability of a more generous interpretation would be negligible and that the decision should not be driven by cost.

The following is a summary of the Town's current retirement ordinance related to death benefits:

Death of a vested retiree – There is a return of contributions to beneficiaries (not already returned to retiree) or survivor benefits payable to beneficiary as directed by the retiree.

Death of a vested employee before reaching retirement age – Absent any previous selection by the deceased member, it is assumed the member selected life and 10 years certain. Benefit is payable on the date the member would have reached retirement age.

Death of vested terminated member before reaching retirement age - Retirement ordinance is silent however; plan attorney opined there is no benefit payable other than a refund of contributions.

At the June 6, 2018 meeting, the Board expressed the desire to grant the same benefit to vested terminated members as vested employees should they die before reaching retirement age.

I've attached a copy of the ordinance drafted by our pension attorney. The ordinance was approved at the August 15, 2018 Board of Trustees meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES; CLARIFYING THE BENEFITS PAYABLE TO THE BENEFICIARIES OF VESTED TERMINATED MEMBERS WHO DIE PRIOR TO REACHING THEIR NORMAL RETIREMENT DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Town of Bay Harbor Islands Employees Retirement System has recommended the amendment of the Retirement System in order to clarify the benefits that are payable to the beneficiaries of vested terminated members who die prior to reaching their normal retirement date; and

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. That Subsection (h) of Section 16-40, Schedule, of Chapter 16, Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding the following underlined language:

Section 16-40 – Schedule

(h) Death and termination benefits:

(1) Upon the death of a retiree there shall be no death benefit, except for the return of accumulated contributions not already returned in the form of retirement benefits, unless prior to retirement the retiree had selected an optional form of benefit, providing survivor benefits to a designated

beneficiary or co-annuitant, and in such case the survivorship benefit, if any, shall be payable as directed by such retiree prior to retirement.

(2) Upon the death of a member not entitled to an early, normal, delayed or disability retirement benefit, the member or his beneficiary or estate shall be 100 percent vested in the member's accrued benefit. Absent any previous selection of a benefit option by the deceased member, it shall be assumed that such member had selected option (b) as set forth in section 16-50 [Life and ten years certain].

(3) Upon the death of a member entitled to an early normal, delayed or disability retirement benefit, without such member having previously selected an option under which survivorship benefits are payable, it shall be assumed that such member had selected option (b) as set forth in section 16-50 [Life and ten years certain] and retired immediately preceding his death; subject to the provision, however, that the resulting benefit payments may not be less in value than the deceased members accumulated contributions. If the deceased member had selected an option, that option shall apply in the same manner but in lieu of the right to a return of the member's accumulated contributions.

(4) If a member terminates his employment, either voluntarily or by discharge, and is not at such time eligible for either a normal, early, delayed or disability retirement benefit under this system, he or she shall be entitled to a percentage of his or her accrued benefit according to the following schedule:

<i>Vesting Schedule—Police Officer</i>	
<i>Police Officer Members who Terminate Service before February 12, 2018</i>	
<i>Completed Years of Credited Service</i>	<i>Cumulative Vested Interest (percent)</i>
Less than 5	None
5	50
6	60
7	70
8	80
9	90
10	100

<i>Police Officer Members who Terminate Service on or after February 12, 2018</i>	
Completed Years of Credited Service	Cumulative Vested Interest (percent)
Less than 5	None
5	100
<i>Vesting Schedule—General Employee</i>	
Completed Years of Credited Service	Cumulative Vested Interest (percent)
Less than 5	None
5	100

Provided further, any member not eligible for a normal, early, delayed or disability retirement benefit at the time of termination but who has a vested interest at the time of termination shall be referred to as a vested terminated member for the purposes of this Paragraph (4) and shall receive such benefit commencing at his regular normal retirement date, and provided further, that such member shall leave his total accumulated contributions in the fund. Alternatively, such member may withdraw his accumulated contributions from the fund, thereby forfeiting any further employer-provided benefits.

If a vested terminated member dies prior to reaching his or her normal retirement date, then the vested terminated member's designated beneficiary, or if none, the vested terminated member's estate, shall be entitled to a pre-retirement death benefit equal to the vested terminated member's accrued benefit. Absent any previous selection of a benefit option by the deceased vested terminated member, it shall be assumed that he or she had selected option (b) as set forth in section 16-50 [Life and ten years certain].

The death benefits provided in this Subsection (h) shall be paid in accordance with Section 401(a)(9) of the Internal Revenue Code, and, if payment is required under said Section to commence prior to the deceased's normal retirement date, then the benefits shall be actuarially reduced to reflect the earlier commencement date.

Notwithstanding the provisions above, in the event an employee is convicted of a specified offense pursuant to F.S. § 112.3173 the provisions and procedures of said statute shall apply.

Section 2. That Subsection (e) of Section 16-50, Schedule, of Chapter 16, Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding the following underlined language and deleting the following stricken language:

Section 16-50 – Schedule

(e) *Lump sum option:* A member may elect to take the actuarial equivalent lump sum value of his benefit otherwise payable. This option shall be available only to those members who have reached early or normal retirement age and to the beneficiary or estate of a member who dies while still employed with the town or of a vested terminated member who dies prior to reaching his normal retirement date.

Section 3. That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or applications of this Ordinance.

Section 4. That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. That this Ordinance shall be in full force and take effect immediately applying retroactively upon its passage and adoption.

PASSED on First Reading this _____ day of _____, 2018.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2018.

STEPHANIE BRUDER
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
TOWN ATTORNEY

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 10.

ITEM: Discussion and direction requested by the Town Attorney regarding drafting an ordinance to either prohibit or regulate medical marijuana treatment centers and medical dispensing facilities within the Town.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Frank Simone, Assistant Town Attorney

ATTACHMENTS

1. 2018.11.05 Memorandum on Medical Marijuana Treatment Center Dispensing Facilities

SHERMAN & SHERMAN P.A.

Attorneys at Law

701 BRICKELL AVENUE

SUITE 1550

MIAMI, FLORIDA 33131

TELEPHONE (305) 221-8000

TELEFAX (305) 357-2510

WEBSITE: ShermansLaw.com

To: Town Council

**From: Craig B. Sherman, Esq, Town Attorney and
Frank C. Simone, Assistant Town Attorney**



Date: November 5, 2018

Re: Medical Marijuana Treatment Center Dispensing Facilities.

On November 8, 2016, Florida voters approved an amendment to the Florida Constitution, entitled "Use of Marijuana for Debilitating Medical Conditions" ("Amendment 2").

Amendment 2 legalized the medical use of Marijuana throughout the State of Florida for individuals with certain medical conditions, as determined by a licensed Florida physician and authorized the registration and regulation of centers that acquire, produce, and distribute Marijuana for medical purposes.

Section 381.986, Florida Statutes (the "Statute") was enacted in response to Amendment 2, in order to regulate the medical use of medical marijuana within the state. A copy of the Statute is attached hereto.

The Statute allows a municipality to ban Medical Marijuana Treatment Center Dispensing Facilities from its municipal borders.

Section 381.986(11), Florida Statutes entitled "Preemption," expressly states that:

(11) Preemption.--Regulation of cultivation, processing, and delivery of marijuana by medical marijuana treatment centers is preempted to the state except as provided in this subsection.

(a) A medical marijuana treatment center cultivating or processing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school.

(b) 1. A county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.

2. A municipality may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, medical marijuana treatment center dispensing facilities located within the boundaries of that municipality. A county may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, all such dispensing facilities located within the unincorporated areas of that county. **Except as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465.** A municipality or county may not charge a medical marijuana treatment center a license or permit fee in an amount greater than the fee charged by such municipality or county to pharmacies. A dispensing facility location approved by a municipality or county pursuant to former s. 381.986(8)(b), Florida Statutes 2016, is not subject to the location requirements of this subsection.

(c) A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location through a formal proceeding open to the public at which the county or municipality determines that the location promotes the public health, safety, and general welfare of the community.

(d) This subsection does not prohibit any local jurisdiction from ensuring medical marijuana treatment center facilities comply with the Florida Building Code, the Florida Fire Prevention Code, or any local amendments to the Florida Building Code or the Florida Fire Prevention Code.

(Emphasis Added).

Based upon the Statute, the Town may ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the Town.

If the Town does not ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the Town, the Town may not:

1. Limit the number of medical marijuana treatment center dispensing facilities in the Town; or
2. Restrict the location of the medical marijuana treatment center dispensing facilities within a certain location in the Business District, as the Town presently has a pharmacy located within the Business District (subject only to the 500 foot prohibition from Ruth K. Broad Bay Harbor K-8 Center (“School”), unless the Town were to approve a specific location for medical marijuana treatment center dispensing facility within 500 feet of the School, through a public hearing).



KeyCite Yellow Flag - Negative Treatment

Unconstitutional or Preempted Validity Called into Doubt by Florida Department of Health v. People United for Medical Marijuana, Fla.App. 1 Dist., July 03, 2018

West's Florida Statutes Annotated**Title XXIX. Public Health (Chapters 381-408)****Chapter 381. Public Health: General Provisions (Refs & Annos)**

West's F.S.A. § 381.986

381.986. Medical use of marijuana

Effective: July 1, 2018

Currentness

(1) Definitions.--As used in this section, the term:

- (a) “Caregiver” means a resident of this state who has agreed to assist with a qualified patient's medical use of marijuana, has a caregiver identification card, and meets the requirements of subsection (6).
- (b) “Chronic nonmalignant pain” means pain that is caused by a qualifying medical condition or that originates from a qualifying medical condition and persists beyond the usual course of that qualifying medical condition.
- (c) “Close relative” means a spouse, parent, sibling, grandparent, child, or grandchild, whether related by whole or half blood, by marriage, or by adoption.
- (d) “Edibles” means commercially produced food items made with marijuana oil, but no other form of marijuana, that are produced and dispensed by a medical marijuana treatment center.
- (e) “Low-THC cannabis” means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed from a medical marijuana treatment center.
- (f) “Marijuana” means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified patient.
- (g) “Marijuana delivery device” means an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing marijuana into the human body, and which is dispensed from a medical marijuana treatment center for medical use by a qualified patient.

(h) “Marijuana testing laboratory” means a facility that collects and analyzes marijuana samples from a medical marijuana treatment center and has been certified by the department pursuant to s. 381.988.

(i) “Medical director” means a person who holds an active, unrestricted license as an allopathic physician under chapter 458 or osteopathic physician under chapter 459 and is in compliance with the requirements of paragraph (3)(c).

(j) “Medical use” means the acquisition, possession, use, delivery, transfer, or administration of marijuana authorized by a physician certification. The term does not include:

1. Possession, use, or administration of marijuana that was not purchased or acquired from a medical marijuana treatment center.

2. Possession, use, or administration of marijuana in a form for smoking, in the form of commercially produced food items other than edibles, or of marijuana seeds or flower, except for flower in a sealed, tamper-proof receptacle for vaping.

3. Use or administration of any form or amount of marijuana in a manner that is inconsistent with the qualified physician's directions or physician certification.

4. Transfer of marijuana to a person other than the qualified patient for whom it was authorized or the qualified patient's caregiver on behalf of the qualified patient.

5. Use or administration of marijuana in the following locations:

a. On any form of public transportation, except for low-THC cannabis.

b. In any public place, except for low-THC cannabis.

c. In a qualified patient's place of employment, except when permitted by his or her employer.

d. In a state correctional institution, as defined in s. 944.02, or a correctional institution, as defined in s. 944.241.

e. On the grounds of a preschool, primary school, or secondary school, except as provided in s. 1006.062.

f. In a school bus, a vehicle, an aircraft, or a motorboat, except for low-THC cannabis.

(k) “Physician certification” means a qualified physician's authorization for a qualified patient to receive marijuana and a marijuana delivery device from a medical marijuana treatment center.

(l) “Qualified patient” means a resident of this state who has been added to the medical marijuana use registry by a qualified physician to receive marijuana or a marijuana delivery device for a medical use and who has a qualified patient identification card.

(m) “Qualified physician” means a person who holds an active, unrestricted license as an allopathic physician under chapter 458 or as an osteopathic physician under chapter 459 and is in compliance with the physician education requirements of subsection (3).

(n) “Smoking” means burning or igniting a substance and inhaling the smoke.

(o) “Terminal condition” means a progressive disease or medical or surgical condition that causes significant functional impairment, is not considered by a treating physician to be reversible without the administration of life-sustaining procedures, and will result in death within 1 year after diagnosis if the condition runs its normal course.

(2) Qualifying medical conditions.—A patient must be diagnosed with at least one of the following conditions to qualify to receive marijuana or a marijuana delivery device:

(a) Cancer.

(b) Epilepsy.

(c) Glaucoma.

(d) Positive status for human immunodeficiency virus.

(e) Acquired immune deficiency syndrome.

(f) Post-traumatic stress disorder.

(g) Amyotrophic lateral sclerosis.

(h) Crohn's disease.

(i) Parkinson's disease.

(j) Multiple sclerosis.

(k) Medical conditions of the same kind or class as or comparable to those enumerated in paragraphs (a)-(j).

(l) A terminal condition diagnosed by a physician other than the qualified physician issuing the physician certification.

(m) Chronic nonmalignant pain.

(3) Qualified physicians and medical directors.--

(a) Before being approved as a qualified physician, as defined in paragraph (1)(m), and before each license renewal, a physician must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed \$500. A physician who has met the physician education requirements of former s. 381.986(4), Florida Statutes 2016, before June 23, 2017, shall be deemed to be in compliance with this paragraph from June 23, 2017, until 90 days after the course and examination required by this paragraph become available.

(b) A qualified physician may not be employed by, or have any direct or indirect economic interest in, a medical marijuana treatment center or marijuana testing laboratory.

(c) Before being employed as a medical director, as defined in paragraph (1)(i), and before each license renewal, a medical director must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed \$500.

(4) Physician certification.--

(a) A qualified physician may issue a physician certification only if the qualified physician:

1. Conducted a physical examination while physically present in the same room as the patient and a full assessment of the medical history of the patient.
2. Diagnosed the patient with at least one qualifying medical condition.
3. Determined that the medical use of marijuana would likely outweigh the potential health risks for the patient, and such determination must be documented in the patient's medical record. If a patient is younger than 18 years of age, a second physician must concur with this determination, and such concurrence must be documented in the patient's medical record.

4. Determined whether the patient is pregnant and documented such determination in the patient's medical record. A physician may not issue a physician certification, except for low-THC cannabis, to a patient who is pregnant.
5. Reviewed the patient's controlled drug prescription history in the prescription drug monitoring program database established pursuant to s. 893.055.
6. Reviews the medical marijuana use registry and confirmed that the patient does not have an active physician certification from another qualified physician.
7. Registers as the issuer of the physician certification for the named qualified patient on the medical marijuana use registry in an electronic manner determined by the department, and:
 - a. Enters into the registry the contents of the physician certification, including the patient's qualifying condition and the dosage not to exceed the daily dose amount determined by the department, the amount and forms of marijuana authorized for the patient, and any types of marijuana delivery devices needed by the patient for the medical use of marijuana.
 - b. Updates the registry within 7 days after any change is made to the original physician certification to reflect such change.
 - c. Deactivates the registration of the qualified patient and the patient's caregiver when the physician no longer recommends the medical use of marijuana for the patient.
8. Obtains the voluntary and informed written consent of the patient for medical use of marijuana each time the qualified physician issues a physician certification for the patient, which shall be maintained in the patient's medical record. The patient, or the patient's parent or legal guardian if the patient is a minor, must sign the informed consent acknowledging that the qualified physician has sufficiently explained its content. The qualified physician must use a standardized informed consent form adopted in rule by the Board of Medicine and the Board of Osteopathic Medicine, which must include, at a minimum, information related to:
 - a. The Federal Government's classification of marijuana as a Schedule I controlled substance.
 - b. The approval and oversight status of marijuana by the Food and Drug Administration.
 - c. The current state of research on the efficacy of marijuana to treat the qualifying conditions set forth in this section.
 - d. The potential for addiction.
 - e. The potential effect that marijuana may have on a patient's coordination, motor skills, and cognition, including a warning against operating heavy machinery, operating a motor vehicle, or engaging in activities that require a person to be alert or respond quickly.

f. The potential side effects of marijuana use.

g. The risks, benefits, and drug interactions of marijuana.

h. That the patient's de-identified health information contained in the physician certification and medical marijuana use registry may be used for research purposes.

(b) If a qualified physician issues a physician certification for a qualified patient diagnosed with a qualifying medical condition pursuant to paragraph (2)(k), the physician must submit the following to the applicable board within 14 days after issuing the physician certification:

1. Documentation supporting the qualified physician's opinion that the medical condition is of the same kind or class as the conditions in paragraphs (2)(a)-(j).

2. Documentation that establishes the efficacy of marijuana as treatment for the condition.

3. Documentation supporting the qualified physician's opinion that the benefits of medical use of marijuana would likely outweigh the potential health risks for the patient.

4. Any other documentation as required by board rule.

The department must submit such documentation to the Coalition for Medical Marijuana Research and Education established pursuant to s. 1004.4351.

(c) A qualified physician may not issue a physician certification for more than three 70-day supply limits of marijuana. The department shall quantify by rule a daily dose amount with equivalent dose amounts for each allowable form of marijuana dispensed by a medical marijuana treatment center. The department shall use the daily dose amount to calculate a 70-day supply.

1. A qualified physician may request an exception to the daily dose amount limit. The request shall be made electronically on a form adopted by the department in rule and must include, at a minimum:

a. The qualified patient's qualifying medical condition.

b. The dosage and route of administration that was insufficient to provide relief to the qualified patient.

c. A description of how the patient will benefit from an increased amount.

d. The minimum daily dose amount of marijuana that would be sufficient for the treatment of the qualified patient's qualifying medical condition.

2. A qualified physician must provide the qualified patient's records upon the request of the department.

3. The department shall approve or disapprove the request within 14 days after receipt of the complete documentation required by this paragraph. The request shall be deemed approved if the department fails to act within this time period.

(d) A qualified physician must evaluate an existing qualified patient at least once every 30 weeks before issuing a new physician certification. A physician must:

1. Determine if the patient still meets the requirements to be issued a physician certification under paragraph (a).

2. Identify and document in the qualified patient's medical records whether the qualified patient experienced either of the following related to the medical use of marijuana:

a. An adverse drug interaction with any prescription or nonprescription medication; or

b. A reduction in the use of, or dependence on, other types of controlled substances as defined in s. 893.02.

3. Submit a report with the findings required pursuant to subparagraph 2. to the department. The department shall submit such reports to the Coalition for Medical Marijuana Research and Education established pursuant to s. 1004.4351.

(e) An active order for low-THC cannabis or medical cannabis issued pursuant to former s. 381.986, Florida Statutes 2016, and registered with the compassionate use registry before June 23, 2017, is deemed a physician certification, and all patients possessing such orders are deemed qualified patients until the department begins issuing medical marijuana use registry identification cards.

(f) The department shall monitor physician registration in the medical marijuana use registry and the issuance of physician certifications for practices that could facilitate unlawful diversion or misuse of marijuana or a marijuana delivery device and shall take disciplinary action as appropriate.

(g) The Board of Medicine and the Board of Osteopathic Medicine shall jointly create a physician certification pattern review panel that shall review all physician certifications submitted to the medical marijuana use registry. The panel shall track and report the number of physician certifications and the qualifying medical conditions, dosage, supply amount, and form of marijuana certified. The panel shall report the data both by individual qualified physician and in the aggregate, by county, and statewide. The physician certification pattern review panel shall, beginning January 1, 2018, submit an annual report of its findings and recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

(h) The department, the Board of Medicine, and the Board of Osteopathic Medicine may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(5) Medical marijuana use registry.--

(a) The department shall create and maintain a secure, electronic, and online medical marijuana use registry for physicians, patients, and caregivers as provided under this section. The medical marijuana use registry must be accessible to law enforcement agencies, qualified physicians, and medical marijuana treatment centers to verify the authorization of a qualified patient or a caregiver to possess marijuana or a marijuana delivery device and record the marijuana or marijuana delivery device dispensed. The medical marijuana use registry must also be accessible to practitioners licensed to prescribe prescription drugs to ensure proper care for patients before medications that may interact with the medical use of marijuana are prescribed. The medical marijuana use registry must prevent an active registration of a qualified patient by multiple physicians.

(b) The department shall determine whether an individual is a resident of this state for the purpose of registration of qualified patients and caregivers in the medical marijuana use registry. To prove residency:

1. An adult resident must provide the department with a copy of his or her valid Florida driver license issued under s. 322.18 or a copy of a valid Florida identification card issued under s. 322.051.

2. An adult seasonal resident who cannot meet the requirements of subparagraph 1. may provide the department with a copy of two of the following that show proof of residential address:

a. A deed, mortgage, monthly mortgage statement, mortgage payment booklet or residential rental or lease agreement.

b. One proof of residential address from the seasonal resident's parent, step-parent, legal guardian or other person with whom the seasonal resident resides and a statement from the person with whom the seasonal resident resides stating that the seasonal resident does reside with him or her.

c. A utility hookup or work order dated within 60 days before registration in the medical use registry.

d. A utility bill, not more than 2 months old.

e. Mail from a financial institution, including checking, savings, or investment account statements, not more than 2 months old.

f. Mail from a federal, state, county, or municipal government agency, not more than 2 months old.

g. Any other documentation that provides proof of residential address as determined by department rule.

3. A minor must provide the department with a certified copy of a birth certificate or a current record of registration from a Florida K-12 school and must have a parent or legal guardian who meets the requirements of subparagraph 1.

For the purposes of this paragraph, the term “seasonal resident” means any person who temporarily resides in this state for a period of at least 31 consecutive days in each calendar year, maintains a temporary residence in this state, returns to the state or jurisdiction of his or her residence at least one time during each calendar year, and is registered to vote or pays income tax in another state or jurisdiction.

(c) The department may suspend or revoke the registration of a qualified patient or caregiver if the qualified patient or caregiver:

1. Provides misleading, incorrect, false, or fraudulent information to the department;
2. Obtains a supply of marijuana in an amount greater than the amount authorized by the physician certification;
3. Falsifies, alters, or otherwise modifies an identification card;
4. Fails to timely notify the department of any changes to his or her qualified patient status; or
5. Violates the requirements of this section or any rule adopted under this section.

(d) The department shall immediately suspend the registration of a qualified patient charged with a violation of chapter 893 until final disposition of any alleged offense. Thereafter, the department may extend the suspension, revoke the registration, or reinstate the registration.

(e) The department shall immediately suspend the registration of any caregiver charged with a violation of chapter 893 until final disposition of any alleged offense. The department shall revoke a caregiver registration if the caregiver does not meet the requirements of subparagraph (6)(b)6.

(f) The department may revoke the registration of a qualified patient or caregiver who cultivates marijuana or who acquires, possesses, or delivers marijuana from any person or entity other than a medical marijuana treatment center.

(g) The department shall revoke the registration of a qualified patient, and the patient's associated caregiver, upon notification that the patient no longer meets the criteria of a qualified patient.

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(6) Caregivers.--

(a) The department must register an individual as a caregiver on the medical marijuana use registry and issue a caregiver identification card if an individual designated by a qualified patient meets all of the requirements of this subsection and department rule.

(b) A caregiver must:

1. Not be a qualified physician and not be employed by or have an economic interest in a medical marijuana treatment center or a marijuana testing laboratory.
2. Be 21 years of age or older and a resident of this state.
3. Agree in writing to assist with the qualified patient's medical use of marijuana.
4. Be registered in the medical marijuana use registry as a caregiver for no more than one qualified patient, except as provided in this paragraph.
5. Successfully complete a caregiver certification course developed and administered by the department or its designee, which must be renewed biennially. The price of the course may not exceed \$100.
6. Pass a background screening pursuant to subsection (9), unless the patient is a close relative of the caregiver.

(c) A qualified patient may designate no more than one caregiver to assist with the qualified patient's medical use of marijuana, unless:

1. The qualified patient is a minor and the designated caregivers are parents or legal guardians of the qualified patient;
2. The qualified patient is an adult who has an intellectual or developmental disability that prevents the patient from being able to protect or care for himself or herself without assistance or supervision and the designated caregivers are the parents or legal guardians of the qualified patient; or
3. The qualified patient is admitted to a hospice program.

(d) A caregiver may be registered in the medical marijuana use registry as a designated caregiver for no more than one qualified patient, unless:

1. The caregiver is a parent or legal guardian of more than one minor who is a qualified patient;

2. The caregiver is a parent or legal guardian of more than one adult who is a qualified patient and who has an intellectual or developmental disability that prevents the patient from being able to protect or care for himself or herself without assistance or supervision; or

3. All qualified patients the caregiver has agreed to assist are admitted to a hospice program and have requested the assistance of that caregiver with the medical use of marijuana; the caregiver is an employee of the hospice; and the caregiver provides personal care or other services directly to clients of the hospice in the scope of that employment.

(e) A caregiver may not receive compensation, other than actual expenses incurred, for any services provided to the qualified patient.

(f) If a qualified patient is younger than 18 years of age, only a caregiver may purchase or administer marijuana for medical use by the qualified patient. The qualified patient may not purchase marijuana.

(g) A caregiver must be in immediate possession of his or her medical marijuana use registry identification card at all times when in possession of marijuana or a marijuana delivery device and must present his or her medical marijuana use registry identification card upon the request of a law enforcement officer.

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(7) Identification cards.--

(a) The department shall issue medical marijuana use registry identification cards for qualified patients and caregivers who are residents of this state, which must be renewed annually. The identification cards must be resistant to counterfeiting and tampering and must include, at a minimum, the following:

1. The name, address, and date of birth of the qualified patient or caregiver.

2. A full-face, passport-type, color photograph of the qualified patient or caregiver taken within the 90 days immediately preceding registration or the Florida driver license or Florida identification card photograph of the qualified patient or caregiver obtained directly from the Department of Highway Safety and Motor Vehicles.

3. Identification as a qualified patient or a caregiver.

4. The unique numeric identifier used for the qualified patient in the medical marijuana use registry.

5. For a caregiver, the name and unique numeric identifier of the caregiver and the qualified patient or patients that the caregiver is assisting.

6. The expiration date of the identification card.

(b) The department must receive written consent from a qualified patient's parent or legal guardian before it may issue an identification card to a qualified patient who is a minor.

(c) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing procedures for the issuance, renewal, suspension, replacement, surrender, and revocation of medical marijuana use registry identification cards pursuant to this section and shall begin issuing qualified patient identification cards by October 3, 2017.

(d) Applications for identification cards must be submitted on a form prescribed by the department. The department may charge a reasonable fee associated with the issuance, replacement, and renewal of identification cards. The department shall allocate \$10 of the identification card fee to the Division of Research at Florida Agricultural and Mechanical University for the purpose of educating minorities about marijuana for medical use and the impact of the unlawful use of marijuana on minority communities. The department shall contract with a third-party vendor to issue identification cards. The vendor selected by the department must have experience performing similar functions for other state agencies.

(e) A qualified patient or caregiver shall return his or her identification card to the department within 5 business days after revocation.

(8) Medical marijuana treatment centers.--

(a) The department shall license medical marijuana treatment centers to ensure reasonable statewide accessibility and availability as necessary for qualified patients registered in the medical marijuana use registry and who are issued a physician certification under this section.

1. As soon as practicable, but no later than July 3, 2017, the department shall license as a medical marijuana treatment center any entity that holds an active, unrestricted license to cultivate, process, transport, and dispense low-THC cannabis, medical cannabis, and cannabis delivery devices, under former s. 381.986, Florida Statutes 2016, before July 1, 2017, and which meets the requirements of this section. In addition to the authority granted under this section, these entities are authorized to dispense low-THC cannabis, medical cannabis, and cannabis delivery devices ordered pursuant to former s. 381.986, Florida Statutes 2016, which were entered into the compassionate use registry before July 1, 2017, and are authorized to begin dispensing marijuana under this section on July 3, 2017. The department may grant variances from the representations made in such an entity's original application for approval under former s. 381.986, Florida Statutes 2014, pursuant to paragraph (e).

2. The department shall license as medical marijuana treatment centers 10 applicants that meet the requirements of this section, under the following parameters:

a. As soon as practicable, but no later than August 1, 2017, the department shall license any applicant whose application was reviewed, evaluated, and scored by the department and which was denied a dispensing organization license by the department under former s. 381.986, Florida Statutes 2014; which had one or more administrative or judicial challenges pending as of January 1, 2017, or had a final ranking within one point of the highest final ranking in its region under

former s. 381.986, Florida Statutes 2014; which meets the requirements of this section; and which provides documentation to the department that it has the existing infrastructure and technical and technological ability to begin cultivating marijuana within 30 days after registration as a medical marijuana treatment center.

b. As soon as practicable, the department shall license one applicant that is a recognized class member of *Pigford v. Glickman*, 185 F.R.D. 82 (D.D.C. 1999), or *In Re Black Farmers Litig.*, 856 F. Supp. 2d 1 (D.D.C. 2011). An applicant licensed under this sub-subparagraph is exempt from the requirement of subparagraph (b)2.

c. As soon as practicable, but no later than October 3, 2017, the department shall license applicants that meet the requirements of this section in sufficient numbers to result in 10 total licenses issued under this subparagraph, while accounting for the number of licenses issued under sub-subparagraphs a. and b.

3. For up to two of the licenses issued under subparagraph 2., the department shall give preference to applicants that demonstrate in their applications that they own one or more facilities that are, or were, used for the canning, concentrating, or otherwise processing of citrus fruit or citrus molasses and will use or convert the facility or facilities for the processing of marijuana.

4. Within 6 months after the registration of 100,000 active qualified patients in the medical marijuana use registry, the department shall license four additional medical marijuana treatment centers that meet the requirements of this section. Thereafter, the department shall license four medical marijuana treatment centers within 6 months after the registration of each additional 100,000 active qualified patients in the medical marijuana use registry that meet the requirements of this section.

5. Dispensing facilities are subject to the following requirements:

a. A medical marijuana treatment center may not establish or operate more than a statewide maximum of 25 dispensing facilities, unless the medical marijuana use registry reaches a total of 100,000 active registered qualified patients. When the medical marijuana use registry reaches 100,000 active registered qualified patients, and then upon each further instance of the total active registered qualified patients increasing by 100,000, the statewide maximum number of dispensing facilities that each licensed medical marijuana treatment center may establish and operate increases by five.

b. A medical marijuana treatment center may not establish more than the maximum number of dispensing facilities allowed in each of the Northwest, Northeast, Central, Southwest, and Southeast Regions. The department shall determine a medical marijuana treatment center's maximum number of dispensing facilities allowed in each region by calculating the percentage of the total statewide population contained within that region and multiplying that percentage by the medical marijuana treatment center's statewide maximum number of dispensing facilities established under subparagraph a., rounded to the nearest whole number. The department shall ensure that such rounding does not cause a medical marijuana treatment center's total number of statewide dispensing facilities to exceed its statewide maximum. The department shall initially calculate the maximum number of dispensing facilities allowed in each region for each medical marijuana treatment center using county population estimates from the Florida Estimates of Population 2016, as published by the Office of Economic and Demographic Research, and shall perform recalculations following the official release of county population data resulting from each United States Decennial Census. For the purposes of this subparagraph:

(I) The Northwest Region consists of Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Taylor, Wakulla, Walton, and Washington Counties.

(II) The Northeast Region consists of Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Marion, Nassau, Putnam, St. Johns, Suwannee, and Union Counties.

(III) The Central Region consists of Brevard, Citrus, Hardee, Hernando, Indian River, Lake, Orange, Osceola, Pasco, Pinellas, Polk, Seminole, St. Lucie, Sumter, and Volusia Counties.

(IV) The Southwest Region consists of Charlotte, Collier, DeSoto, Glades, Hendry, Highlands, Hillsborough, Lee, Manatee, Okeechobee, and Sarasota Counties.

(V) The Southeast Region consists of Broward, Miami-Dade, Martin, Monroe, and Palm Beach Counties.

c. If a medical marijuana treatment center establishes a number of dispensing facilities within a region that is less than the number allowed for that region under sub-subparagraph b., the medical marijuana treatment center may sell one or more of its unused dispensing facility slots to other licensed medical marijuana treatment centers. For each dispensing facility slot that a medical marijuana treatment center sells, that medical marijuana treatment center's statewide maximum number of dispensing facilities, as determined under sub-subparagraph a., is reduced by one. The statewide maximum number of dispensing facilities for a medical marijuana treatment center that purchases an unused dispensing facility slot is increased by one per slot purchased. Additionally, the sale of a dispensing facility slot shall reduce the seller's regional maximum and increase the purchaser's regional maximum number of dispensing facilities, as determined in sub-subparagraph b., by one for that region. For any slot purchased under this sub-subparagraph, the regional restriction applied to that slot's location under sub-subparagraph b. before the purchase shall remain in effect following the purchase. A medical marijuana treatment center that sells or purchases a dispensing facility slot must notify the department within 3 days of sale.

d. This subparagraph shall expire on April 1, 2020.

If this subparagraph or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end, the provisions of this subparagraph are severable.

(b) An applicant for licensure as a medical marijuana treatment center shall apply to the department on a form prescribed by the department and adopted in rule. The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing a procedure for the issuance and biennial renewal of licenses, including initial application and biennial renewal fees sufficient to cover the costs of implementing and administering this section, and establishing supplemental licensure fees for payment beginning May 1, 2018, sufficient to cover the costs of administering ss. 381.989 and 1004.4351. The department shall identify applicants with strong diversity plans reflecting this state's commitment to diversity and implement training programs and other educational programs to enable minority persons and minority business enterprises, as defined in s. 288.703, and veteran business enterprises, as defined in s. 295.187, to compete for medical marijuana treatment center licensure and contracts. Subject to the requirements in subparagraphs (a)2.-4., the department shall issue a license to an applicant if the applicant meets the requirements of this section and pays the

initial application fee. The department shall renew the licensure of a medical marijuana treatment center biennially if the licensee meets the requirements of this section and pays the biennial renewal fee. An individual may not be an applicant, owner, officer, board member, or manager on more than one application for licensure as a medical marijuana treatment center. An individual or entity may not be awarded more than one license as a medical marijuana treatment center. An applicant for licensure as a medical marijuana treatment center must demonstrate:

1. That, for the 5 consecutive years before submitting the application, the applicant has been registered to do business in the state.
2. Possession of a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to s. 581.131.
3. The technical and technological ability to cultivate and produce marijuana, including, but not limited to, low-THC cannabis.
4. The ability to secure the premises, resources, and personnel necessary to operate as a medical marijuana treatment center.
5. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.
6. An infrastructure reasonably located to dispense marijuana to registered qualified patients statewide or regionally as determined by the department.
7. The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of certified financial statements to the department.
 - a. Upon approval, the applicant must post a \$5 million performance bond issued by an authorized surety insurance company rated in one of the three highest rating categories by a nationally recognized rating service. However, a medical marijuana treatment center serving at least 1,000 qualified patients is only required to maintain a \$2 million performance bond.
 - b. In lieu of the performance bond required under sub-subparagraph a., the applicant may provide an irrevocable letter of credit payable to the department or provide cash to the department. If provided with cash under this sub-subparagraph, the department shall deposit the cash in the Grants and Donations Trust Fund within the Department of Health, subject to the same conditions as the bond regarding requirements for the applicant to forfeit ownership of the funds. If the funds deposited under this sub-subparagraph generate interest, the amount of that interest shall be used by the department for the administration of this section.
8. That all owners, officers, board members, and managers have passed a background screening pursuant to subsection (9).

9. The employment of a medical director to supervise the activities of the medical marijuana treatment center.

10. A diversity plan that promotes and ensures the involvement of minority persons and minority business enterprises, as defined in s. 288.703, or veteran business enterprises, as defined in s. 295.187, in ownership, management, and employment. An applicant for licensure renewal must show the effectiveness of the diversity plan by including the following with his or her application for renewal:

a. Representation of minority persons and veterans in the medical marijuana treatment center's workforce;

b. Efforts to recruit minority persons and veterans for employment; and

c. A record of contracts for services with minority business enterprises and veteran business enterprises.

(c) A medical marijuana treatment center may not make a wholesale purchase of marijuana from, or a distribution of marijuana to, another medical marijuana treatment center, unless the medical marijuana treatment center seeking to make a wholesale purchase of marijuana submits proof of harvest failure to the department.

(d) The department shall establish, maintain, and control a computer software tracking system that traces marijuana from seed to sale and allows real-time, 24-hour access by the department to data from all medical marijuana treatment centers and marijuana testing laboratories. The tracking system must allow for integration of other seed-to-sale systems and, at a minimum, include notification of when marijuana seeds are planted, when marijuana plants are harvested and destroyed, and when marijuana is transported, sold, stolen, diverted, or lost. Each medical marijuana treatment center shall use the seed-to-sale tracking system established by the department or integrate its own seed-to-sale tracking system with the seed-to-sale tracking system established by the department. Each medical marijuana treatment center may use its own seed-to-sale system until the department establishes a seed-to-sale tracking system. The department may contract with a vendor to establish the seed-to-sale tracking system. The vendor selected by the department may not have a contractual relationship with the department to perform any services pursuant to this section other than the seed-to-sale tracking system. The vendor may not have a direct or indirect financial interest in a medical marijuana treatment center or a marijuana testing laboratory.

(e) A licensed medical marijuana treatment center shall cultivate, process, transport, and dispense marijuana for medical use. A licensed medical marijuana treatment center may not contract for services directly related to the cultivation, processing, and dispensing of marijuana or marijuana delivery devices, except that a medical marijuana treatment center licensed pursuant to subparagraph (a)1. may contract with a single entity for the cultivation, processing, transporting, and dispensing of marijuana and marijuana delivery devices. A licensed medical marijuana treatment center must, at all times, maintain compliance with the criteria demonstrated and representations made in the initial application and the criteria established in this subsection. Upon request, the department may grant a medical marijuana treatment center a variance from the representations made in the initial application. Consideration of such a request shall be based upon the individual facts and circumstances surrounding the request. A variance may not be granted unless the requesting medical marijuana treatment center can demonstrate to the department that it has a proposed alternative to the specific representation made in its application which fulfills the same or a similar purpose as the specific representation in a way that the department can reasonably determine will not be a lower standard than the specific representation in the application. A variance may not be granted from the requirements in subparagraph 2. and subparagraphs (b)1. and 2.

1. A licensed medical marijuana treatment center may transfer ownership to an individual or entity who meets the requirements of this section. A publicly traded corporation or publicly traded company that meets the requirements of this section is not precluded from ownership of a medical marijuana treatment center. To accommodate a change in ownership:

a. The licensed medical marijuana treatment center shall notify the department in writing at least 60 days before the anticipated date of the change of ownership.

b. The individual or entity applying for initial licensure due to a change of ownership must submit an application that must be received by the department at least 60 days before the date of change of ownership.

c. Upon receipt of an application for a license, the department shall examine the application and, within 30 days after receipt, notify the applicant in writing of any apparent errors or omissions and request any additional information required.

d. Requested information omitted from an application for licensure must be filed with the department within 21 days after the department's request for omitted information or the application shall be deemed incomplete and shall be withdrawn from further consideration and the fees shall be forfeited.

Within 30 days after the receipt of a complete application, the department shall approve or deny the application.

2. A medical marijuana treatment center, and any individual or entity who directly or indirectly owns, controls, or holds with power to vote 5 percent or more of the voting shares of a medical marijuana treatment center, may not acquire direct or indirect ownership or control of any voting shares or other form of ownership of any other medical marijuana treatment center.

3. A medical marijuana treatment center may not enter into any form of profit-sharing arrangement with the property owner or lessor of any of its facilities where cultivation, processing, storing, or dispensing of marijuana and marijuana delivery devices occurs.

4. All employees of a medical marijuana treatment center must be 21 years of age or older and have passed a background screening pursuant to subsection (9).

5. Each medical marijuana treatment center must adopt and enforce policies and procedures to ensure employees and volunteers receive training on the legal requirements to dispense marijuana to qualified patients.

6. When growing marijuana, a medical marijuana treatment center:

a. May use pesticides determined by the department, after consultation with the Department of Agriculture and Consumer Services, to be safely applied to plants intended for human consumption, but may not use pesticides designated as restricted-use pesticides pursuant to s. 487.042.

b. Must grow marijuana within an enclosed structure and in a room separate from any other plant.

c. Must inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state in accordance with chapter 581 and any rules adopted thereunder.

d. Must perform fumigation or treatment of plants, or remove and destroy infested or infected plants, in accordance with chapter 581 and any rules adopted thereunder.

7. Each medical marijuana treatment center must produce and make available for purchase at least one low-THC cannabis product.

8. A medical marijuana treatment center that produces edibles must hold a permit to operate as a food establishment pursuant to chapter 500, the Florida Food Safety Act, and must comply with all the requirements for food establishments pursuant to chapter 500 and any rules adopted thereunder. Edibles may not contain more than 200 milligrams of tetrahydrocannabinol, and a single serving portion of an edible may not exceed 10 milligrams of tetrahydrocannabinol. Edibles may have a potency variance of no greater than 15 percent. Edibles may not be attractive to children; be manufactured in the shape of humans, cartoons, or animals; be manufactured in a form that bears any reasonable resemblance to products available for consumption as commercially available candy; or contain any color additives. To discourage consumption of edibles by children, the department shall determine by rule any shapes, forms, and ingredients allowed and prohibited for edibles. Medical marijuana treatment centers may not begin processing or dispensing edibles until after the effective date of the rule. The department shall also adopt sanitation rules providing the standards and requirements for the storage, display, or dispensing of edibles.

9. Within 12 months after licensure, a medical marijuana treatment center must demonstrate to the department that all of its processing facilities have passed a Food Safety Good Manufacturing Practices, such as Global Food Safety Initiative or equivalent, inspection by a nationally accredited certifying body. A medical marijuana treatment center must immediately stop processing at any facility which fails to pass this inspection until it demonstrates to the department that such facility has met this requirement.

10. When processing marijuana, a medical marijuana treatment center must:

a. Process the marijuana within an enclosed structure and in a room separate from other plants or products.

b. Comply with department rules when processing marijuana with hydrocarbon solvents or other solvents or gases exhibiting potential toxicity to humans. The department shall determine by rule the requirements for medical marijuana treatment centers to use such solvents or gases exhibiting potential toxicity to humans.

c. Comply with federal and state laws and regulations and department rules for solid and liquid wastes. The department shall determine by rule procedures for the storage, handling, transportation, management, and disposal of solid and liquid waste generated during marijuana production and processing. The Department of Environmental Protection shall assist the department in developing such rules.

d. Test the processed marijuana using a medical marijuana testing laboratory before it is dispensed. Results must be verified and signed by two medical marijuana treatment center employees. Before dispensing, the medical marijuana treatment center must determine that the test results indicate that low-THC cannabis meets the definition of low-THC cannabis, the concentration of tetrahydrocannabinol meets the potency requirements of this section, the labeling of the concentration of tetrahydrocannabinol and cannabidiol is accurate, and all marijuana is safe for human consumption and free from contaminants that are unsafe for human consumption. The department shall determine by rule which contaminants must be tested for and the maximum levels of each contaminant which are safe for human consumption. The Department of Agriculture and Consumer Services shall assist the department in developing the testing requirements for contaminants that are unsafe for human consumption in edibles. The department shall also determine by rule the procedures for the treatment of marijuana that fails to meet the testing requirements of this section, s. 381.988, or department rule. The department may select a random sample from edibles available for purchase in a dispensing facility which shall be tested by the department to determine that the edible meets the potency requirements of this section, is safe for human consumption, and the labeling of the tetrahydrocannabinol and cannabidiol concentration is accurate. A medical marijuana treatment center may not require payment from the department for the sample. A medical marijuana treatment center must recall edibles, including all edibles made from the same batch of marijuana, which fail to meet the potency requirements of this section, which are unsafe for human consumption, or for which the labeling of the tetrahydrocannabinol and cannabidiol concentration is inaccurate. The medical marijuana treatment center must retain records of all testing and samples of each homogenous batch of marijuana for at least 9 months. The medical marijuana treatment center must contract with a marijuana testing laboratory to perform audits on the medical marijuana treatment center's standard operating procedures, testing records, and samples and provide the results to the department to confirm that the marijuana or low-THC cannabis meets the requirements of this section and that the marijuana or low-THC cannabis is safe for human consumption. A medical marijuana treatment center shall reserve two processed samples from each batch and retain such samples for at least 9 months for the purpose of such audits. A medical marijuana treatment center may use a laboratory that has not been certified by the department under s. 381.988 until such time as at least one laboratory holds the required certification, but in no event later than July 1, 2018.

e. Package the marijuana in compliance with the United States Poison Prevention Packaging Act of 1970, 15 U.S.C. ss. 1471 et seq.

f. Package the marijuana in a receptacle that has a firmly affixed and legible label stating the following information:

(I) The marijuana or low-THC cannabis meets the requirements of sub-subparagraph d.

(II) The name of the medical marijuana treatment center from which the marijuana originates.

(III) The batch number and harvest number from which the marijuana originates and the date dispensed.

(IV) The name of the physician who issued the physician certification.

(V) The name of the patient.

(VI) The product name, if applicable, and dosage form, including concentration of tetrahydrocannabinol and cannabidiol. The product name may not contain wording commonly associated with products marketed by or to children.

(VII) The recommended dose.

(VIII) A warning that it is illegal to transfer medical marijuana to another person.

(IX) A marijuana universal symbol developed by the department.

11. The medical marijuana treatment center shall include in each package a patient package insert with information on the specific product dispensed related to:

a. Clinical pharmacology.

b. Indications and use.

c. Dosage and administration.

d. Dosage forms and strengths.

e. Contraindications.

f. Warnings and precautions.

g. Adverse reactions.

12. Each edible shall be individually sealed in plain, opaque wrapping marked only with the marijuana universal symbol. Where practical, each edible shall be marked with the marijuana universal symbol. In addition to the packaging and labeling requirements in subparagraphs 10. and 11., edible receptacles must be plain, opaque, and white without depictions of the product or images other than the medical marijuana treatment center's department-approved logo and the marijuana universal symbol. The receptacle must also include a list all of the edible's ingredients, storage instructions, an expiration date, a legible and prominent warning to keep away from children and pets, and a warning that the edible has not been produced or inspected pursuant to federal food safety laws.

13. When dispensing marijuana or a marijuana delivery device, a medical marijuana treatment center:

a. May dispense any active, valid order for low-THC cannabis, medical cannabis and cannabis delivery devices issued pursuant to former s. 381.986, Florida Statutes 2016, which was entered into the medical marijuana use registry before July 1, 2017.

b. May not dispense more than a 70-day supply of marijuana to a qualified patient or caregiver.

c. Must have the medical marijuana treatment center's employee who dispenses the marijuana or a marijuana delivery device enter into the medical marijuana use registry his or her name or unique employee identifier.

d. Must verify that the qualified patient and the caregiver, if applicable, each have an active registration in the medical marijuana use registry and an active and valid medical marijuana use registry identification card, the amount and type of marijuana dispensed matches the physician certification in the medical marijuana use registry for that qualified patient, and the physician certification has not already been filled.

e. May not dispense marijuana to a qualified patient who is younger than 18 years of age. If the qualified patient is younger than 18 years of age, marijuana may only be dispensed to the qualified patient's caregiver.

f. May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes, bongs, or wrapping papers, other than a marijuana delivery device required for the medical use of marijuana and which is specified in a physician certification.

g. Must, upon dispensing the marijuana or marijuana delivery device, record in the registry the date, time, quantity, and form of marijuana dispensed; the type of marijuana delivery device dispensed; and the name and medical marijuana use registry identification number of the qualified patient or caregiver to whom the marijuana delivery device was dispensed.

h. Must ensure that patient records are not visible to anyone other than the qualified patient, his or her caregiver, and authorized medical marijuana treatment center employees.

(f) To ensure the safety and security of premises where the cultivation, processing, storing, or dispensing of marijuana occurs, and to maintain adequate controls against the diversion, theft, and loss of marijuana or marijuana delivery devices, a medical marijuana treatment center shall:

1. a. Maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; and

b. Maintain a video surveillance system that records continuously 24 hours a day and meets the following criteria:

(I) Cameras are fixed in a place that allows for the clear identification of persons and activities in controlled areas of the premises. Controlled areas include grow rooms, processing rooms, storage rooms, disposal rooms or areas, and point-of-sale rooms.

(II) Cameras are fixed in entrances and exits to the premises, which shall record from both indoor and outdoor, or ingress and egress, vantage points.

(III) Recorded images must clearly and accurately display the time and date.

(IV) Retain video surveillance recordings for at least 45 days or longer upon the request of a law enforcement agency.

2. Ensure that the medical marijuana treatment center's outdoor premises have sufficient lighting from dusk until dawn.

3. Ensure that the indoor premises where dispensing occurs includes a waiting area with sufficient space and seating to accommodate qualified patients and caregivers and at least one private consultation area that is isolated from the waiting area and area where dispensing occurs. A medical marijuana treatment center may not display products or dispense marijuana or marijuana delivery devices in the waiting area.

4. Not dispense from its premises marijuana or a marijuana delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver marijuana to qualified patients 24 hours a day.

5. Store marijuana in a secured, locked room or a vault.

6. Require at least two of its employees, or two employees of a security agency with whom it contracts, to be on the premises at all times where cultivation, processing, or storing of marijuana occurs.

7. Require each employee or contractor to wear a photo identification badge at all times while on the premises.

8. Require each visitor to wear a visitor pass at all times while on the premises.

9. Implement an alcohol and drug-free workplace policy.

10. Report to local law enforcement within 24 hours after the medical marijuana treatment center is notified or becomes aware of the theft, diversion, or loss of marijuana.

(g) To ensure the safe transport of marijuana and marijuana delivery devices to medical marijuana treatment centers, marijuana testing laboratories, or qualified patients, a medical marijuana treatment center must:

1. Maintain a marijuana transportation manifest in any vehicle transporting marijuana. The marijuana transportation manifest must be generated from a medical marijuana treatment center's seed-to-sale tracking system and include the:

- a. Departure date and approximate time of departure.
- b. Name, location address, and license number of the originating medical marijuana treatment center.
- c. Name and address of the recipient of the delivery.
- d. Quantity and form of any marijuana or marijuana delivery device being transported.
- e. Arrival date and estimated time of arrival.
- f. Delivery vehicle make and model and license plate number.
- g. Name and signature of the medical marijuana treatment center employees delivering the product.

(I) A copy of the marijuana transportation manifest must be provided to each individual, medical marijuana treatment center, or marijuana testing laboratory that receives a delivery. The individual, or a representative of the center or laboratory, must sign a copy of the marijuana transportation manifest acknowledging receipt.

(II) An individual transporting marijuana or a marijuana delivery device must present a copy of the relevant marijuana transportation manifest and his or her employee identification card to a law enforcement officer upon request.

(III) Medical marijuana treatment centers and marijuana testing laboratories must retain copies of all marijuana transportation manifests for at least 3 years.

- 2. Ensure only vehicles in good working order are used to transport marijuana.
- 3. Lock marijuana and marijuana delivery devices in a separate compartment or container within the vehicle.
- 4. Require employees to have possession of their employee identification card at all times when transporting marijuana or marijuana delivery devices.
- 5. Require at least two persons to be in a vehicle transporting marijuana or marijuana delivery devices, and require at least one person to remain in the vehicle while the marijuana or marijuana delivery device is being delivered.
- 6. Provide specific safety and security training to employees transporting or delivering marijuana and marijuana delivery devices.

(h) A medical marijuana treatment center may not engage in advertising that is visible to members of the public from any street, sidewalk, park, or other public place, except:

1. The dispensing location of a medical marijuana treatment center may have a sign that is affixed to the outside or hanging in the window of the premises which identifies the dispensary by the licensee's business name, a department-approved trade name, or a department-approved logo. A medical marijuana treatment center's trade name and logo may not contain wording or images commonly associated with marketing targeted toward children or which promote recreational use of marijuana.

2. A medical marijuana treatment center may engage in Internet advertising and marketing under the following conditions:

a. All advertisements must be approved by the department.

b. An advertisement may not have any content that specifically targets individuals under the age of 18, including cartoon characters or similar images.

c. An advertisement may not be an unsolicited pop-up advertisement.

d. Opt-in marketing must include an easy and permanent opt-out feature.

(i) Each medical marijuana treatment center that dispenses marijuana and marijuana delivery devices shall make available to the public on its website:

1. Each marijuana and low-THC product available for purchase, including the form, strain of marijuana from which it was extracted, cannabidiol content, tetrahydrocannabinol content, dose unit, total number of doses available, and the ratio of cannabidiol to tetrahydrocannabinol for each product.

2. The price for a 30-day, 50-day, and 70-day supply at a standard dose for each marijuana and low-THC product available for purchase.

3. The price for each marijuana delivery device available for purchase.

4. If applicable, any discount policies and eligibility criteria for such discounts.

(j) Medical marijuana treatment centers are the sole source from which a qualified patient may legally obtain marijuana.

(k) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(9) Background screening.--An individual required to undergo a background screening pursuant to this section must pass a level 2 background screening as provided under chapter 435, which, in addition to the disqualifying offenses provided in s. 435.04, shall exclude an individual who has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense under chapter 837, chapter 895, or chapter 896 or similar law of another jurisdiction.

(a) Such individual must submit a full set of fingerprints to the department or to a vendor, entity, or agency authorized by s. 943.053(13). The department, vendor, entity, or agency shall forward the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for national processing.

(b) Fees for state and federal fingerprint processing and retention shall be borne by the individual. The state cost for fingerprint processing shall be as provided in s. 943.053(3)(e) for records provided to persons or entities other than those specified as exceptions therein.

(c) Fingerprints submitted to the Department of Law Enforcement pursuant to this subsection shall be retained by the Department of Law Enforcement as provided in s. 943.05(2)(g) and (h) and, when the Department of Law Enforcement begins participation in the program, enrolled in the Federal Bureau of Investigation's national retained print arrest notification program. Any arrest record identified shall be reported to the department.

(10) Medical marijuana treatment center inspections; administrative actions.--

(a) The department shall conduct announced or unannounced inspections of medical marijuana treatment centers to determine compliance with this section or rules adopted pursuant to this section.

(b) The department shall inspect a medical marijuana treatment center upon receiving a complaint or notice that the medical marijuana treatment center has dispensed marijuana containing mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment.

(c) The department shall conduct at least a biennial inspection of each medical marijuana treatment center to evaluate the medical marijuana treatment center's records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices.

(d) The Department of Agriculture and Consumer Services and the department shall enter into an interagency agreement to ensure cooperation and coordination in the performance of their obligations under this section and their respective regulatory and authorizing laws. The department, the Department of Highway Safety and Motor Vehicles, and the Department of Law Enforcement may enter into interagency agreements for the purposes specified in this subsection or subsection (7).

(e) The department shall publish a list of all approved medical marijuana treatment centers, medical directors, and qualified physicians on its website.

(f) The department may impose reasonable fines not to exceed \$10,000 on a medical marijuana treatment center for any of the following violations:

1. Violating this section or department rule.
2. Failing to maintain qualifications for approval.
3. Endangering the health, safety, or security of a qualified patient.
4. Improperly disclosing personal and confidential information of the qualified patient.
5. Attempting to procure medical marijuana treatment center approval by bribery, fraudulent misrepresentation, or extortion.
6. Being convicted or found guilty of, or entering a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the business of a medical marijuana treatment center.
7. Making or filing a report or record that the medical marijuana treatment center knows to be false.
8. Willfully failing to maintain a record required by this section or department rule.
9. Willfully impeding or obstructing an employee or agent of the department in the furtherance of his or her official duties.
10. Engaging in fraud or deceit, negligence, incompetence, or misconduct in the business practices of a medical marijuana treatment center.
11. Making misleading, deceptive, or fraudulent representations in or related to the business practices of a medical marijuana treatment center.
12. Having a license or the authority to engage in any regulated profession, occupation, or business that is related to the business practices of a medical marijuana treatment center suspended, revoked, or otherwise acted against by the licensing authority of any jurisdiction, including its agencies or subdivisions, for a violation that would constitute a violation under Florida law.
13. Violating a lawful order of the department or an agency of the state, or failing to comply with a lawfully issued subpoena of the department or an agency of the state.

(g) The department may suspend, revoke, or refuse to renew a medical marijuana treatment center license if the medical marijuana treatment center commits any of the violations in paragraph (f).

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(11) Preemption.--Regulation of cultivation, processing, and delivery of marijuana by medical marijuana treatment centers is preempted to the state except as provided in this subsection.

(a) A medical marijuana treatment center cultivating or processing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school.

(b) 1. A county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.

2. A municipality may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, medical marijuana treatment center dispensing facilities located within the boundaries of that municipality. A county may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, all such dispensing facilities located within the unincorporated areas of that county. Except as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465. A municipality or county may not charge a medical marijuana treatment center a license or permit fee in an amount greater than the fee charged by such municipality or county to pharmacies. A dispensing facility location approved by a municipality or county pursuant to former s. 381.986(8)(b), Florida Statutes 2016, is not subject to the location requirements of this subsection.

(c) A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location through a formal proceeding open to the public at which the county or municipality determines that the location promotes the public health, safety, and general welfare of the community.

(d) This subsection does not prohibit any local jurisdiction from ensuring medical marijuana treatment center facilities comply with the Florida Building Code, the Florida Fire Prevention Code, or any local amendments to the Florida Building Code or the Florida Fire Prevention Code.

(12) Penalties.--

(a) A qualified physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the qualified physician issues a physician certification for the medical use of marijuana for a patient without a reasonable belief that the patient is suffering from a qualifying medical condition.

(b) A person who fraudulently represents that he or she has a qualifying medical condition to a qualified physician for the purpose of being issued a physician certification commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) A qualified patient who uses marijuana, not including low-THC cannabis, or a caregiver who administers marijuana, not including low-THC cannabis, in plain view of or in a place open to the general public; in a school bus, a vehicle, an aircraft, or a boat; or on the grounds of a school except as provided in s. 1006.062, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(d) A qualified patient or caregiver who cultivates marijuana or who purchases or acquires marijuana from any person or entity other than a medical marijuana treatment center violates s. 893.13 and is subject to the penalties provided therein.

(e) 1. A qualified patient or caregiver in possession of marijuana or a marijuana delivery device who fails or refuses to present his or her marijuana use registry identification card upon the request of a law enforcement officer commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless it can be determined through the medical marijuana use registry that the person is authorized to be in possession of that marijuana or marijuana delivery device.

2. A person charged with a violation of this paragraph may not be convicted if, before or at the time of his or her court or hearing appearance, the person produces in court or to the clerk of the court in which the charge is pending a medical marijuana use registry identification card issued to him or her which is valid at the time of his or her arrest. The clerk of the court is authorized to dismiss such case at any time before the defendant's appearance in court. The clerk of the court may assess a fee of \$5 for dismissing the case under this paragraph.

(f) A caregiver who violates any of the applicable provisions of this section or applicable department rules, for the first offense, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and, for a second or subsequent offense, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(g) A qualified physician who issues a physician certification for marijuana or a marijuana delivery device and receives compensation from a medical marijuana treatment center related to the issuance of a physician certification for marijuana or a marijuana delivery device is subject to disciplinary action under the applicable practice act and s. 456.072(1)(n).

(h) A person transporting marijuana or marijuana delivery devices on behalf of a medical marijuana treatment center or marijuana testing laboratory who fails or refuses to present a transportation manifest upon the request of a law enforcement officer commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(i) Persons and entities conducting activities authorized and governed by this section and s. 381.988 are subject to ss. 456.053, 456.054, and 817.505, as applicable.

(j) A person or entity that cultivates, processes, distributes, sells, or dispenses marijuana, as defined in s. 29(b)(4), Art. X of the State Constitution, and is not licensed as a medical marijuana treatment center violates s. 893.13 and is subject to the penalties provided therein.

(k) A person who manufactures, distributes, sells, gives, or possesses with the intent to manufacture, distribute, sell, or give marijuana or a marijuana delivery device that he or she holds out to have originated from a licensed medical marijuana treatment center but that is counterfeit commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. For the purposes of this paragraph, the term “counterfeit” means marijuana; a marijuana delivery device; or a marijuana or marijuana delivery device container, seal, or label which, without authorization, bears the trademark, trade name, or other identifying mark, imprint, or device, or any likeness thereof, of a licensed medical marijuana treatment center and which thereby falsely purports or is represented to be the product of, or to have been distributed by, that licensed medical marijuana treatment facility.

(l) Any person who possesses or manufactures a blank, forged, stolen, fictitious, fraudulent, counterfeit, or otherwise unlawfully issued medical marijuana use registry identification card commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(13) Unlicensed activity.--

(a) If the department has probable cause to believe that a person or entity that is not registered or licensed with the department has violated this section, s. 381.988, or any rule adopted pursuant to this section, the department may issue and deliver to such person or entity a notice to cease and desist from such violation. The department also may issue and deliver a notice to cease and desist to any person or entity who aids and abets such unlicensed activity. The issuance of a notice to cease and desist does not constitute agency action for which a hearing under s. 120.569 or s. 120.57 may be sought. For the purpose of enforcing a cease and desist order, the department may file a proceeding in the name of the state seeking issuance of an injunction or a writ of mandamus against any person or entity who violates any provisions of such order.

(b) In addition to the remedies under paragraph (a), the department may impose by citation an administrative penalty not to exceed \$5,000 per incident. The citation shall be issued to the subject and must contain the subject's name and any other information the department determines to be necessary to identify the subject, a brief factual statement, the sections of the law allegedly violated, and the penalty imposed. If the subject does not dispute the matter in the citation with the department within 30 days after the citation is served, the citation shall become a final order of the department. The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section. Each day that the unlicensed activity continues after issuance of a notice to cease and desist constitutes a separate violation. The department shall be entitled to recover the costs of investigation and prosecution in addition to the fine levied pursuant to the citation. Service of a citation may be made by personal service or by mail to the subject at the subject's last known address or place of practice. If the department is required to seek enforcement of the cease and desist or agency order, it shall be entitled to collect attorney fees and costs.

(c) In addition to or in lieu of any other administrative remedy, the department may seek the imposition of a civil penalty through the circuit court for any violation for which the department may issue a notice to cease and desist. The civil penalty shall be no less than \$5,000 and no more than \$10,000 for each offense. The court may also award to the prevailing party court costs and reasonable attorney fees and, in the event the department prevails, may also award reasonable costs of investigation and prosecution.

(d) In addition to the other remedies provided in this section, the department or any state attorney may bring an action for an injunction to restrain any unlicensed activity or to enjoin the future operation or maintenance of the unlicensed activity or the performance of any service in violation of this section.

(e) The department must notify local law enforcement of such unlicensed activity for a determination of any criminal violation of chapter 893.

(14) Exceptions to other laws.--

(a) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, a qualified patient and the qualified patient's caregiver may purchase from a medical marijuana treatment center for the patient's medical use a marijuana delivery device and up to the amount of marijuana authorized in the physician certification, but may not possess more than a 70-day supply of marijuana at any given time and all marijuana purchased must remain in its original packaging.

(b) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, an approved medical marijuana treatment center and its owners, managers, and employees may manufacture, possess, sell, deliver, distribute, dispense, and lawfully dispose of marijuana or a marijuana delivery device as provided in this section, s. 381.988, and by department rule. For the purposes of this subsection, the terms “manufacture,” “possession,” “deliver,” “distribute,” and “dispense” have the same meanings as provided in s. 893.02.

(c) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, a certified marijuana testing laboratory, including an employee of a certified marijuana testing laboratory acting within the scope of his or her employment, may acquire, possess, test, transport, and lawfully dispose of marijuana as provided in this section, in s. 381.988, and by department rule.

(d) A licensed medical marijuana treatment center and its owners, managers, and employees are not subject to licensure or regulation under chapter 465 or chapter 499 for manufacturing, possessing, selling, delivering, distributing, dispensing, or lawfully disposing of marijuana or a marijuana delivery device, as provided in this section, in s. 381.988, and by department rule.

(e) This subsection does not exempt a person from prosecution for a criminal offense related to impairment or intoxication resulting from the medical use of marijuana or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

(f) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section and pursuant to policies and procedures established pursuant to s. 1006.62(8), school personnel may possess marijuana that is obtained for medical use pursuant to this section by a student who is a qualified patient.

(g) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, a research institute established by a public postsecondary educational institution, such as the H. Lee Moffitt Cancer Center and Research Institute, Inc., established under s. 1004.43, or a state university that has achieved the

preeminent state research university designation under s. 1001.7065 may possess, test, transport, and lawfully dispose of marijuana for research purposes as provided by this section.

(15) Applicability.--This section does not limit the ability of an employer to establish, continue, or enforce a drug-free workplace program or policy. This section does not require an employer to accommodate the medical use of marijuana in any workplace or any employee working while under the influence of marijuana. This section does not create a cause of action against an employer for wrongful discharge or discrimination. Marijuana, as defined in this section, is not reimbursable under chapter 440.

(16) Fines and fees.--Fines and fees collected by the department under this section shall be deposited in the Grants and Donations Trust Fund within the Department of Health.

(17) Rules adopted pursuant to this section before July 1, 2019, are not subject to s. 120.541(3). Notwithstanding paragraph (8)(e), a medical marijuana treatment center may use a laboratory that has not been certified by the department under s. 381.988 until such time as at least one laboratory holds the required certification pursuant to s. 381.988, but in no event later than July 1, 2019. This subsection expires July 1, 2019.

Credits

Added by Laws 2014, c. 2014-157, § 2, eff. June 16, 2014. Amended by Laws 2016, c. 2016-123, § 1, eff. March 25, 2016; Laws 2016, c. 2016-145, § 24, eff. July 1, 2016; Laws 2017, c. 2017-232, §§ 1, 3, eff. June 23, 2017; Laws 2018, c. 2018-10, § 29, eff. July 1, 2018; Laws 2018, c. 2018-110, § 43, eff. May 10, 2018; Laws 2018, c. 2018-142, § 1, eff. March 30, 2018.

Editors' Notes

EXPIRATION

<Subsection (17) expires by its own terms on July 1, 2019.>

<Subsection (8)(a)5. expires by its own terms on April 1, 2020.>

<Laws 2017, c. 2017-232, § 1, provides:>

<“Legislative intent.--It is the intent of the Legislature to implement s. 29, Article X of the State Constitution by creating a unified regulatory structure. If s. 29, Article X of the State Constitution is amended or a constitutional amendment related to cannabis or marijuana is adopted, this act shall expire 6 months after the effective date of such amendment.”>

Notes of Decisions (1)

West's F. S. A. § 381.986, FL ST § 381.986

Current through the 2018 Second Regular Session of the 25th Legislature.

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 11.

ITEM: Consideration and appointment of two (2) Council Members to the Board of Trustees/ Retirement Board.

DESCRIPTION:

Pursuant to section 16-60 (b) of the Town Code, two members of the town council shall be appointed as members of the board by the town council for three-year staggered terms and members may be successively reappointed and serve, provided they are at all times members of the town council.

The current members appointed to the Employees Retirement System, Board of Trustees are Council Member Kelly Reid and Council Member Isaac Salver.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 12.

ITEM: Discussion regarding an unsolicited offer for a public / private partnership for the construction of a new building that will house Town Hall/Police Department and an assisting living facility at the vacant lot located at 95 Street and East Bay Harbor Drive. Enclosed is a copy of the letter of intent provided to attorney Gene Howard.

DESCRIPTION:

Attorney Gene Howard submitted an unsolicited offer for a public / private partnership to construct a new building where Town Hall and the Police Department will share space with an assisted living facility.

The Town would agree to transfer ownership of two lots. The subject properties are the 95th Street / E. Bay Harbor Drive Lot and one lot (Lot 7, Block 11) on the site of the existing Town Hall facility (97th Street and Bay Harbor Terrace)

Provide a credit of 40 spaces of required parking and allow the maximum height of 75 feet.

Allow the use of the new building as an assisted living facility.

The developer would provide two floors (approximately 20,000 sq. ft.) of space in the new building for Town Hall/Police Department.

Full build out of the interior space (to include a holding cell for PD).

Work with the Town for the design and build-out.

Enclosed is a copy of the Letter of Intent.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1. Bay Harbor 95th LOI

SHERMAN & SHERMAN, P.A.

Attorneys at Law
BANK OF AMERICA BUILDING
2000 GLADES ROAD
SUITE 204
BOCA RATON, FLORIDA 33431

TELEPHONE (561) 300-5888
TOLL FREE (855) 300-5888
TELEFAX (561) 300-5880

WEBSITE: ShermansLaw.com

October 17, 2018

VIA E-MAIL: EJHOFFICE@GMAIL.COM

Eugene J. Howard, Esq.
1691 Michigan Ave.
Suite 250
Miami Beach, FL 33139-2561

**RE: Town of Bay Harbor Islands, FL ("Town") 95th Street Lot
and 97th Street Terrace (Lot 7 Block 11)**

Dear Gene:

This letter will serve as a Non-Binding Letter of Intent ("LOI") concerning the above-described 95th Street Lot (and which is legally described as Lot 13 and the West 37 feet of Lot 14, Block 20, and Lot 7, Block 11), all as set forth in the attached survey which is made a part hereto, and which subject has been discussed in previous oral conversations and e-mails between you and Town Manager, Ronald J. Wasson.

Specifically, the parties have discussed the possibility of reaching a definitive formal agreement ("Agreement") regarding your unsolicited offer ("offer") to do a public/private partnership arrangement regarding the above-described property.

Obviously, any further discussions of the proposal will require Town Council review, approval of this LOI, and instructions on whether or not to proceed toward negotiating a definitive formal agreement which the parties would sign.

Specifically, the proposal, as discussed to date, is as follows:

1. The Town would agree to the following:
 - a. Transfer fee simple ownership of Lot 13 and the West 37 feet of Lot 14 Block 20 (Lot west of Morris Broad Community Center);
 - b. Transfer fee simple ownership of BHI Town Hall Property, (Not to include DPW and Sewer Station) Lot 7, Block 11;
 - c. Provide a credit of up to 40 spaces from the total required by the Code for Parking Trust requirements (To be further developed after a shared parking report is generated and reviewed); and

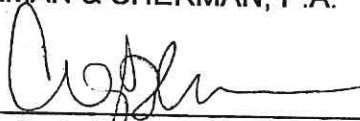
Town of Bay Harbor Islands
95th Street Lot
Letter of Intent
October 17, 2018

- d. Allow to build to 75 feet and provide ALF (Assisted Living Facilities), or another project legally permitted.
2. Eugene Howard to Provide the Following to the town:
 - a. Two floors of New Building for BHI Town Hall and Police Department to be fully owned by Town (Approximately 20,000 square feet);
 - b. Full Build Out of Interior Space: Including floors, office space (including one holding cell), to the reasonable satisfaction of both parties; and
 - c. Work with Town for design and build/out.

In addition, you inquire as to whether an adult living facility (ALF) would be authorized in the Town.

If the foregoing terms adequately summarize in general, the discussions between the parties, please sign below indicating your agreement with the matters contained herein, and return a copy to me by e-mail. I will then ask the Town Manager and Town Clerk to place the proposed LOI on the November Town Council agenda for further discussion, and the determination on whether or not the parties should proceed to draft and negotiate a definitive formal agreement.

SHERMAN & SHERMAN, P.A.

By: 

Craig B. Sherman, Esq.
Town Attorney

cc: Ron Wasson, Town Manager
J.C. Jimenez, Assistant Town Manager
Marlene Siegel, Town Clerk
Frank C. Simone, Esq., Assistant Town Attorney

ACCEPTED BY:



EUGENE J. HOWARD

DATE:



Date:

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a proposal from Keith and Schnars in the amount of \$165,082.50 for construction engineering inspection services for the Broad Causeway Corridor Enhancement Project. Enclosed is a copy of the proposal from Keith and Schnars.

DESCRIPTION:

The proposal from Keith and Schnars, PA is to provide Construction Engineering Inspection Services for the Broad Causeway Corridor Enhancement Project, in the amount of \$165,082.50.

It was at the August 14th 2017 Regular Town Council Meeting, that approval was given to engage Calvin Giordano and Associates (CGA) to provide design services for the Broad Causeway Corridor Enhancement. The approval included an expenditure of \$167,245.00 in favor of CGA to perform the requisite design. Construction funding for this project shall be from the Federal Government, through a \$1 M USD FDOT grant.

This project will provide 7'-0" wide buffered bike lanes in both directions on the Causeway Island and demarcates shared bike and vehicle lanes over the Intra Coastal Water Way (ICWW) Bridge. The scope of work also includes replacement of the existing outer rails for the Waterway Bridge. The inner bridge rails that are closer to the travel lanes, will be unaffected by this project.

The majority of the work will be associated with buffered bike lanes on the Causeway Island as this would entail widening the existing asphalt surface and underlying road structure.

Completed plans were submitted by CGA around September 17, 2018. The proposal is based on a construction period of 210 calendar days and includes construction close out.

If this item is approved the tentative schedule for advertising the project to commencing work is as follows:

- public advertising on 11/7
- mandatory pre-bid on 11/16
- last day for questions on 11/30
- bid opening on 12/13
- Evaluation Report and recommendation for contract award at the January 13th Regular Council Meeting
- Issue NTP (no later than March 1st 2018).

Staff recommends the approval the expenditure in the amount of \$165,082.50 in favor of Keith and Schnars for Construction Engineering Inspection services for the Broad Causeway Corridor Improvements project.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The cost of \$165,082.50 to provide CEI services associated with the Broad Causeway Corridor Improvements will be funded from the allocation of \$750,000.00 in the 2018-2019 budget for Causeway Operations.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1. KS Proposal for CEI Services - Broad Causeway
2. K&S Fee Estimate and Staffing Broad Causeway CEI 101818



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS

Date: October 22, 2018

J.C. Jimenez, ICMA-CM
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Town of Bay Harbor Islands Professional Engineering & Architectural Services
CEI Services – Work Order # 3
Project Description – Broad Causeway Corridor Enhancements
FDOT FM # 439906-1-58-01

Dear Mr. Jimenez:

Per your request and information provided, Keith and Schnars, P.A. has reviewed the proposed plans and conducted site visit(s) for the referenced project. The following is in response to the Town's request for proposal.

Keith and Schnars proposes to provide construction engineering management and inspection services for the Broad Causeway Corridor Enhancements project.

- K&S will perform a preliminary pre-construction site review for preparation of the requested proposal. K&S will perform and document a pre-construction conference.
- K&S estimates the construction duration for the construction operations to be 210 days' total (180 days to substantial completion with an additional 30 days to final completion). *This duration will be finalized once the Construction Contract is awarded to ensure that Contractor days bid is consistent with the CEI's estimate.*
- K&S will ensure that this Local Agency Program (LAP) project's specifications are based on the LAP Big Four and follow all requirements in the LAP Checklist for CEI contracts (form 525-010-44).
- It shall be the CONSULTANT'S responsibility to administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. Observe the Contractor's work to determine progress and quality of work. Identify deficiencies, report significant deficiencies and direct the contractor to correct them. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance to contract documents. Maintain detailed accurate records of the Contractor's daily operations and of any significant events that affect the work.
- Qualified Consultant employees shall monitor and inspect Contractor's Work Zone Traffic Control Plan and any modifications to the plan.
- Perform sampling and field testing of component materials and completed work in accordance with construction contract documents, as required. Provide daily surveillance of the Contractor's Quality Control activities and perform sampling and laboratory testing of materials and completed work items for



verification and acceptance. Documentation and record keeping on sampling and testing shall be submitted to the City.

- Verify the contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- Analyze the Contractor's Schedule, revisions and updates for compliance with the contract documents, construction phasing and MOT sequences.
- Coordinate with all other public, private and/or governmental agencies activities involved in the completion of the construction project.
- Analyze problems that arise on the project and any proposals submitted by Contractor. Work to find resolutions to these issues and process the necessary documentation.
- Monitor, inspect and document utility construction for conformance with Utility Agency's Standards. Facilitate coordination and communication between utility agency's representatives, City Officials and the Contractor.
- Ensure and monitor Construction Contract compliance with Equal Employment Opportunity (EEO), Disadvantage Business Enterprises (DBE) and Wage Rate special provisions, policies and procedures.
- For close out of this project, K&S will prepare a notebook and CD with all the records on the project and submit to the City within 30 days of project date of final acceptance.

The following are the descriptions for CEI personnel requirements.

DESCRIPTION OF CEI POSITIONS

CEI Project Administrator/Contract Support Specialist - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

CEI RESIDENT COMPLIANCE LAPIT SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI INSPECTOR - High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year.



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS

The attached spreadsheets are our fee estimate and staffing estimate required for funding of Work Order # 3.

K&S will provide these services included in this assignment from pre-construction through project close out.

This requested Work Order # 3 is to be considered a lump sum amount of \$165,082.50.

Sincerely,

Keith and Schnars, P.A.

Mark J. Moshier, P.E.

Executive Vice President

EXHIBIT - A
TOWN OF BAY HARBOR ISLANDS
Broad Causeway Corridor Ehancements - FM# 439906-1-58-01
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

FEE ESTIMATE
Keith and Schnars, P.A.

TASK DESCRIPTION / ACTIVITY	CLASSIFICATION AND RATES									
Payroll	Category	Category	CEI						Total	Total
Classification	CEI Project Adminrator/Contract Support Specialist	CEI Inspector	CEI LAPIT Specialist						Work	Labor Costs
Contract - Hourly Rates	\$135.00	\$95.00	\$65.00						Hours	
PHASE 1 - CEI INSPECTION SERVICES	247.50	990.00	99.00						1336.50	\$133,897.50
PHASE 2 - PROJECT CLOSEOUT SERVICES	165.00	82.50	16.50						264.00	\$31,185.00
Total Workhours	412.50	1072.50	115.50	0.00					1600.50	\$165,082.50
Sub-Total Dollars	\$55,688	\$101,888	\$7,508	\$0						\$165,082.50
Consultant - K&S										\$165,082.50
Direct Expenses (Direct Reimbursables)										\$0.00
Total Dollars*										\$165,082.50

*This requested work order is to be considered a lump sum amount.

Estimated Staffing for CEI Services
Broad Causeway Corridor Enhancements - FM# 439906-I-58-01

POSITION	2019																					TOTALS	
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Months	Manhours
LAP Specialist (LAPIT) (CEI)	0.10	0.10	0.10	0.10	0.10	0.10																0.60	99.00
Project Admin/Contract Support Specialist	0.25	0.25	0.25	0.25	0.25	0.25																1.50	247.50
Inspector (CEI)	1.00	1.00	1.00	1.00	1.00	1.00																6.00	990.00
LAP Specialist (LAPIT) (Closeout)							0.10															0.10	16.50
Project Adminstrator/CSS (Closeout)							1.00															1.00	165.00
Inspector (Closeout)							0.50															0.50	82.50
Subtotal Staff-Months	1.35	1.35	1.35	1.35	1.35	1.35	1.60															9.70	1600.50

Estimated Start Date:Jan-19

Estimated Duration (Days):210(180 days construction, 30 days closeout)

Estimated Duration (Months):7 (6 months construction, 1 month closeout)

Estimated Completion Date:Jul-18

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 14.

ITEM: Consideration and Approval of contract award to Brute Proof LLC. in the amount of \$29,750 to purchase a HyperV Terminal Server for the BHIPD computer network. Enclosed is a copy of the proposal.

DESCRIPTION:

The Town requested Request for Proposals (RFP) for the redundancy of their HyperV Terminal Server for the BHIPD computer network. The scope will include providing delivering and installation of all necessary equipment as well as implementing and configuring the new network with all components while maintaining the functionality of the systems with minimal disruptions.

The Town solicited an RFP for the proposed project in the third week of September of 2018, a Public Notice was advertised on the Daily Business Review, DemandStar's free bid notification system and the Town website. On October 25, 2018, the Town Clerk's office received two proposals. One from Brute Proof in the amount of \$29,750 and one from DQ Systems in the amount of \$35,890.00

The lowest bidder was Brute Proof which submitted all paperwork and requirements needed to complete the project in proper and timely manner. Staff recommends award of contract to Brute Proof in the amount of \$29,750

Enclosed is a copy of the proposal and supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This project is coming out of IT Department's approved budget of fiscal year 2018 -2019

BUDGET IMPACT:

Submitted By: Robert Gonzalez, I.S. Manager

ATTACHMENTS

1. bruteproof
2. dq systems

TOWN OF BAY HARBOR ISLANDS, FLORIDA
REQUEST FOR PROPOSAL

BHIPD HyperV Server Redundancy Project

Sealed Bids for the **BHIPD hyperV Server redundancy project** must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, **by 3:00 PM on Thursday, October 25th, 2018** at which time bids will be publicly opened and read aloud. All bids shall be clearly marked: **"BHIPD HyperV Server Redundancy Project."**

The Town Bay Harbor Islands is a vibrant, affluent community of approximately 6,000 residents located on two islands in northern Biscayne Bay. The Town connects to the barrier island at Bal Harbour Village and the Town of Surfside to the east and to the mainland city of North Miami at 125th Street by a series of 4 bridges maintained by the Town of Bay Harbor Islands. The Town employs approximately 60 civilian employees and 23 police officers.

The Town is requesting proposals for the redundancy of their HyperV Terminal Server of the network for the administrative computer network. The scope will include providing delivering and installation of all necessary equipment as well as implementing and configuring the new network with all components while maintaining the functionality of the systems with minimal disruptions.

Additional information may be downloaded and printed from the Town's website at www.bayharborislands-fl.gov under Bid Invitations. Enquiries regarding this request may be e-mailed to the Town's IT Manager, Roberto Gonzalez, rgonzalez@bayharborislands-fl.gov.

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk



PROOF
CyberSecurity Counter Intelligence

STATEMENT OF WORK FOR

TOWN OF BAY HARBOR ISLANDS

Project Name

BHIPD Hyper-V Server Redundancy Project

STATEMENT OF WORK FOR TOWN OF BAY HARBOR ISLANDS

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CONFIDENTIAL

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PREFACE

This document is intended to outline the work to be done and provide clear expectations of the final outcome. Any modifications to this Statement of Work requires a written project change request and approval by Town of Bay Harbor Islands and BruteProof, LLC. The content of this proposal reflects the understanding of the Hyper-V Server Redundancy Project. The scope, approach, deliverables, and pricing are based on information received to date. Contractually this document may serve as schedule document.

GOALS

The goal of this project is to assist the BHI IT team in deploying a Storage Area Network and its corresponding iSCSI switching fabric. Then create a Hyper-V Cluster in order to migrate the existing virtual machines from local server storage over to Cluster Shared Volumes.

PROJECT ITEMS

SAN and Hyper-V Cluster Setup

- Unbox, install rails and rack server.
- Unbox, install rails and rack switches.
- Unbox, install rails and rack SAN.
- Upgrade switch firmware and create stack.
- Configure switch stack and optimize configuration for iSCSI network.
- Wire SAN and Servers to switch.
- Document a diagram.
- Initialize SAN, configure networking, and install latest SAN firmware.
- Create group and 1GB LUN to be used for Cluster Shared Volumes.
- Shut down BHI-HYPER1 and install additional quad port NIC.
- Install Windows Server 2012 R2, activate and run updates on server.
- Install necessary roles for virtualization on new server.
- Install clustering services on both servers.
- Install EqualLogic Host Integration tools on both servers.
- Install Dell OpenManage and configure iDRAC on new server.
- Configure network teams, virtual switches, IP addressing and NICs according to SAN vendor requirements on both servers.
- Create Hyper-V Cluster.
- Create LUN on SAN, add to Cluster as Cluster Shared Volume and move a test Virtual Machine as a functional test.
- Install and configure EqualLogic SAN Headquarters on management server.
- Install client-provided Backup and Antivirus software.

Virtual Machine Migration

- Move BHI-DC1 into Cluster, and confirm functionality.
- Move BHI-DC2 into Cluster, and confirm functionality.
- Move BHIMAIL into Cluster, and confirm functionality.
- Move IMCSERVERNEW into Cluster, and confirm functionality.
- Move FILESERVERNEW into Cluster, and confirm functionality.
- Create project documentation.
- Train BHI team and perform knowledge transfer.

DEPENDENCIES

The success of this project is dependent upon the cooperation of key members of the Town of Bay Harbor Islands IT staff. The following individuals are recognized by BruteProof as key client contacts:

Roberto Gonzalez

CLIENT RESPONSIBILITIES

This Section is provided for informational purposes only. BruteProof typically includes (but is not obligated under this Project SOW to include) the following customer responsibilities in BruteProof' customer-facing Project SOW related to the Services:

1. During the term of this SOW, Customer is responsible for promptly notifying BruteProof in writing of a) any changes Customer makes to its information technology environment that may impact BruteProof' delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
2. Customer will maintain a backup of all data and programs on affected systems prior to BruteProof performing the Services and during the term of the SOW. BruteProof will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this PSOW.
3. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). BruteProof may request that meetings be scheduled with Technical Contacts.

4. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
5. The Customer Contact will ensure that any communication between Customer and BruteProof, including any scope-related questions or requests, are made through the appropriate BruteProof Lead Project Engineer.
6. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the SOW.
7. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
8. The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Customer may be responsible for developing or providing documentation, materials and assistance to BruteProof and agrees to do so in a timely manner. BruteProof shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
10. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
11. Customer will inform BruteProof of all access issues and security measures, and provide access to all necessary hardware and facilities.
12. Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet BruteProof requirements for the products and Services purchased.

CHANGE ORDER AUTHORIZATION

The Statement of Work change process requires a written Project Change Addendum with signatures by Town of Bay Harbor Islands and BruteProof Professional Services. A Project Change Addendum is required when additional tasks requested by Town of Bay Harbor Islands or recommended by BruteProof. Changes to the project may impact project timeline or budget.

The following personnel from Town of Bay Harbor Islands are authorized to approve a project change request:

Roberto Gonzalez

FLAT RATE FEES

All labor for the tasks specified in this Scope of Work will be performed for a flat rate. Any work performed not listed in this Statement of Work will require a Statement of Work Addendum and will be billed at the BruteProof standard time and materials rate. The rates represented on this Statement of Work are valid for 30 days from 10/15/2018.

Option 1 (100% payment up front)

\$13,000

Option 2 (50% deposit and 50% at project completion)

\$7,000 deposit at the time of commencement

\$7,000 at project completion

STATEMENT OF WORK APPROVAL

Project Name: BHIPD Hyper-V Server Redundancy Project

I accept the terms and I understand that I am responsible for paying the above listed prior to project commencement.

I have reviewed and approved the terms for the project named above. All changes, additions or deletions must be approved by the authorized Town of Bay Harbor Islands representative and Town of Bay Harbor Islands.

I hereby give BruteProof approval to proceed with creation of a project plan. I also give my approval for BruteProof to invoice Town of Bay Harbor Islands according to the installments.

I understand further changes to the structure, objectives, or content of the project will likely result in a delay in the final delivery date and may result in additional charges to Town of Bay Harbor Islands.

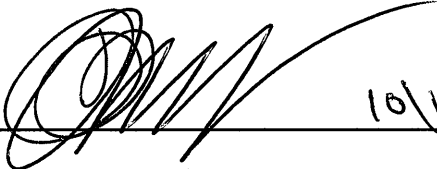
Town of Bay Harbor Islands Approval:

Signature

Date

Print Name

BruteProof SOW Approval:



10/15/18
Elias J Castillo



Hardware Quote

Virtual Server Host

\$5,200

- Dell PowerEdge R630
- 2x Intel Xeon E5-2620 v3 2.4GHz 6 Core
- 128GB DDR4 PC4-2133P ECC Memory
- PERC H730 1GB Cache & Battery
- 2x 146GB 15K RPM SAS 12Gbps Hot Swap Drives
- Broadcom 5720 Quad Port 1Gb NDC
- 3x PCI-E 3.0 Slots
- Redundant Power Supplies
- iDRAC8 Remote Access Enterprise License
- Rail Kit, Front Bezel & 2x Power Cords
- 3 Year NBD Parts Replacement Warranty

Dell EQUALLOGIC PS6100X SFF ISCSI SAN 24X 900GB 10K SAS DRIVES 21.6TB

\$7,000

- Dell EqualLogic PS6100X
- 24x 2.5" SFF Hard Drive Option
- 24x 900GB 10K SAS Hot Swap Drives
- 2x Type 11 Controllers
- 4x 1GB RJ45 Port + 1x Mgmt Port
- 2x 700W Power Supplies
- Rail Kit Included
- Front Bezel Included
- 2x Power Cords, & 1x Console Cable
- 3 Year NBD Parts Replacement Warranty

2 x Dell N2048 Switches and 2 x Dell Stacking Cables

\$4,000

Dell Networking N2024 Switch with 24 x 10/100/1000 Auto-Sensing RJ45 Ports, two integrated 10GbE SFP+ ports, two dedicated rear stacking ports and one integrated 1000W AC power supply. Includes the power cord only, no other accessories included.
3 Year NBD Parts Replacement Warranty

Miscellaneous

- | | |
|---|-------|
| • Windows Server 2012 R2 Standard OEM | \$300 |
| • Broadcom 5720 Quad Port 1Gb Network Card for BHIPD-HYPER1 | \$100 |
| • 20 Color-coded Ethernet Cables | \$50 |

Subtotal	\$16,650
Shipping	\$100
Total	\$16,750

Please note, a 50% up-front payment will be required for all hardware and software purchases.

Project: BHIPD Hyper-V Server Redundancy Project

Date: 10/15/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2017

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

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

PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED BruteProof, LLC 724 NE 193rd Miami FL 33179	INSURER(S) AFFORDING COVERAGE INSURER A : Hiscox Insurance Company Inc INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		UDC-1867240-EO-17	12/06/2017	12/06/2018	Each Claim: \$ 250,000 Aggregate: \$ 250,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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A Guide To Your Professional Liability Policy

The following is a guide to your Professional Liability policy. We have identified several key coverage items along with the limits and deductibles you have selected. To make it easier, we have also added a brief explanation of those items.

We want you to feel confident about your new policy. If any of the information below is incorrect or if you have any questions, please contact one of our advisors at 888-202-3007 (Mon-Fri, 8am-10pm EST) or send us an e-mail at contact@hiscox.com.

Your business details

Name:	Elias Castillo
Business name:	BruteProof, LLC
Address:	724 NE 193rd
City:	Miami
State:	FL
Zip code:	33179
Occupation:	IT Consulting
Telephone number:	786-620-9977
Email address:	elias@bruteproof.com

Your Professional Liability Policy

Policy number:	UDC-1867240-EO-17
Policy effective dates: This determines the time period during which your coverage applies.	From: December 06, 2017 To: December 06, 2018
Total cost of policy:	\$ 401.00

Your limits explained

Each claim limit The total amount we will pay for damages, claim expenses (e.g. defense costs), and supplemental payments for each claim.	\$ 250,000
Aggregate limit The total amount we will pay for damages, claim expenses (e.g. defense costs), and supplemental payments during the policy period.	\$ 250,000

Supplemental payments The total amount we will pay for expenses your business reasonably incurs as a result of attending an arbitration proceeding or trial in the defense of a covered claim.	Maximum of \$250.00 per day, \$5,000 in total for your policy
Software copyright infringement This coverage is specifically added for IT consultants and technology service providers. This is the most we will pay for damages and claim expenses alleging the infringement of any copyright of software code.	\$200,000
Deductible The amount your business must pay (per claim) before we will make any payment under the policy. This does not apply to supplemental payments.	\$ 500
Retroactive Date This establishes how far back we will cover services you have performed (even if that date is before you were insured with Hiscox) for any unknown claims that may be made against you during the policy period.	August 01, 2016

Other policy information

14 Day full refund

Be confident that you have made the right choice. We give you 14 days to review your policy. If you are not satisfied and have not had any claims or losses, you can cancel your policy back to its start date and receive a full refund.

Notice of claim

If you have a claim, please call us at 888-202-3007. You may also e-mail us at reportaclaim@hiscox.com

What does my Professional Liability Policy cover?

For a summary showing examples of what you are and are not covered for, please read the Coverage Summary document.

This guide does not modify the terms and conditions of your policy, which are contained in your policy documents, nor does it imply any claim is covered or not covered. We recommend that you read your policy documents to learn the details of your coverage.



Reinventing Small Business Insurance™

Professional Liability Insurance A Coverage Summary for Technology Services

We want you to understand the Hiscox Professional Liability coverage. This summary explains the main areas of coverage and those for which your business is and isn't covered.

If you have any questions about your coverage, please contact one of our advisors at 888-202-3007 (Mon-Fri, 8am-10pm EST) or via email at contact@hiscox.com.

☒ This policy does cover

Negligence

We cover any alleged mistakes in your provision of professional services. This includes failing in your 'duty of care', giving incorrect advice, making an omission (leaving something out), or failing to deliver your services.

Defense costs

If you're sued, even if you haven't made a mistake, we will appoint an attorney to defend you, even if the lawsuit is groundless.

Software copyright infringement

Specifically added for most technology service providers, we offer \$200,000 of coverage for software copyright infringement that results from your professional services.

Services performed in the past

We cover the services you have performed going back to an agreed – upon date – even if that date is before you were insured with Hiscox – for any unknown claims that may be made against you and reported to us during the policy period. This date, the retroactive date, is printed on the Declarations Page of your policy.

Worldwide insurance coverage

We cover claims arising from work done anywhere in the world as long as the claim is filed in the United States, its territories, or Canada.

Employees, temporary staff, and independent contractors

We cover claims arising from services performed by your employees, temporary staff, or independent contractors if those services were performed on behalf of your business.

Claims and damages

We cover claims for damages, including up to \$250,000 of punitive damages where allowed by law.

Personal injury

We cover claims of libel and slander as part of your professional services.

Supplemental payments

We will pay for expenses you reasonably incur as a result of attending arbitration proceedings or trials in the defense of a covered claim. We will pay up to \$5,000.

☒ Your policy does not cover

Bodily injury or property damage

We won't cover damages or claims expenses if you injure someone or damage someone's property. Coverage for these types of risks is included in our General Liability or Business Owners Policy.

Employment matters

We won't cover you for claims alleging improper employment practices, workers' compensation claims, or employer's liability.

Known claims and circumstances

We won't cover any known circumstance that could result in a claim or any actual claim originating prior to the start of your first Hiscox policy.

False advertising

We won't cover you for any false advertising claims.

Personally identifiable information

We won't cover your failure to protect any personally identifiable information that is in your care.

Other services

We won't cover any medical, nursing, insurance broker/agent, legal, actuarial, architectural, or engineering services you perform. Development of any trading platform (e.g., stocks) is excluded. We don't cover any services you perform that are not specified in your policy.

Regulatory claims

We won't cover any claims that are brought by any governmental body or licensing organization, unless it is one of your clients and makes a claim against you in that capacity.

Your costs and excluded damages

We won't cover fines, penalties, and taxes that are levied against you. Hiscox also won't cover the cost of complying with nonmonetary relief, any cost overruns, or reduction of your fees.

Intellectual property

Apart from software copy infringement, we won't cover any other infringement of a copyright, trademark, patent, or theft of trade secrets.

Common claims examples

Software copyright infringement — While developing a website for a client, you accidentally use some code which is copyrighted by another business. Through the provision of your services, you have infringed upon the rights of the other business. If that business decides to sue you, we will appoint an attorney to defend you, even if the lawsuit is groundless.

Protection even if you haven't made a mistake — Even though it's not your fault, your client has a different interpretation about the scope of the new invoicing system you are building for them and alleges that the system does not have the functionality it requires. They allege negligence and sue you for failing to deliver a working piece of software. We will appoint an attorney to defend you and pay any damages for which you are liable up to the policy limits.

Coverage summaries, descriptions, and claims examples are provided for illustrative purposes only and are subject to the applicable policy limits, deductibles, exclusions, terms, and conditions. Not all insurance products and services are available in all states. Hiscox recommends you read the policy documents to learn the full details of coverage.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance provider in all states and DC.

TOWN OF BAY HARBOR ISLANDS, FLORIDA
REQUEST FOR PROPOSAL

BHIPD HyperV Server Redundancy Project

Sealed Bids for the **BHIPD hyperV Server redundancy project** must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, **by 3:00 PM on Thursday, October 25th, 2018** at which time bids will be publicly opened and read aloud. All bids shall be clearly marked: **"BHIPD HyperV Server Redundancy Project."**

The Town Bay Harbor Islands is a vibrant, affluent community of approximately 6,000 residents located on two islands in northern Biscayne Bay. The Town connects to the barrier island at Bal Harbour Village and the Town of Surfside to the east and to the mainland city of North Miami at 125th Street by a series of 4 bridges maintained by the Town of Bay Harbor Islands. The Town employs approximately 60 civilian employees and 23 police officers.

The Town is requesting proposals for the redundancy of their HyperV Terminal Server of the network for the administrative computer network. The scope will include providing delivering and installation of all necessary equipment as well as implementing and configuring the new network with all components while maintaining the functionality of the systems with minimal disruptions.

Additional information may be downloaded and printed from the Town's website at www.bayharborislands-fl.gov under Bid Invitations. Enquiries regarding this request may be e-mailed to the Town's IT Manager, Roberto Gonzalez, rgonzalez@bayharborislands-fl.gov.

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk



DRAFT ESTIMATE

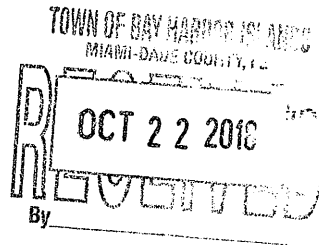
Town of Bay Harbor Islands
9665 Bay Harbor Ter
BAY HARBOR ISLANDS, FL 33154
USA

Date
Oct 18, 2018

Expiry
Oct 25, 2018

Quote Number
QU-0032

DQsystems
1384 SW 143rd Ave
MIAMI FL 33184
USA



Description	Quantity	Unit Price	Amount USD
Virtual Server Host \$6,500	1.00	6,500.00	6,500.00
• Dell PowerEdge R630 • 2x Intel Xeon E5-2620 v3 2.4GHz 6 Core • 128GB DDR4 PC4-2133P ECC Memory • PERC H730 GB Cache & Battery • 2x 146GB 15K RPM SAS 12Gbps Hot Swap Drives • Broadcom 5720 Quad Port Gb NDC • 3x PCI-E 3.0 Slots • Redundant Power Supplies • iDRAC8 Remote Access • Rail Kit, Front Bezel & 2x Power Cords • Parts Replacement Warranty			
Dell EQUALLOGIC PS6100X SFF ISCSI SAN 24X 90068 10K SAS DRIVES 24.0TB • Dell	1.00	8,000.00	8,000.00
Equallogic PS6100X • 24x 2.511 SFF Hard Drive Option • 24x 900GB 10K SAS Hot Swap Drives • 2x Type 11 Controllers • 4x GB RJ45 Port + x Mgmt Port • 2x 700W Power Supplies • Rail Kit Included • Front Bezel Included • 2x Power Cords • 3 Year NBD Parts Replacement Warranty			
• Windows Server 2012 R2 Standard OEM	1.00	890.00	890.00
Dell N2048 Switches	2.00	2,600.00	5,200.00
Dell Stacking Cables	2.00	50.00	100.00
Project Work Items	1.00	15,000.00	15,000.00
• SANandHyper-VCluster Setup • Unbox, install rails and rack server. • Unbox, install rails and rack switches. • Unbox, install rails and rack SAN.			

Description	Quantity	Unit Price	Amount USD
• Configure switch stack and optimize configuration for iSCSI network. • Wire SAN and Servers to switch. Then document in diagram. • Initialize SAN, configure Networking, install latest firmware, create group and 1GB LUN to be used for Cluster Shared Volumes. • Shut down BHI-HYPER1 and install additional quad port NIC. • Install Windows Server 2012 R2, activate and run updates on server. • Install necessary roles for virtualization and cluster shared volumes. • Install Equallogic Host Integration tools on servers. • Install OpenManage and configure iDRAC on server. • Configure network teams, virtual switches, IP addressing and NICs according to SAN vendor requirements on servers. • Create Hyper-V Cluster. • Create LUN on SAN, add to Cluster as Cluster Shared Volume and move Virtual Machine as a functional test. • Install and configure Equallogic SAN Headquarters on management server. • Install client-provided Backup and Antivirus software. • Move BHI-DC2 into Cluster and confirm functionality. • Move BHI-DC1 into Cluster and confirm functionality. • Move SERVER2 into Cluster and confirm functionality. • Move FILESERVERNEW into Cluster and confirm functionality. • Documentation and Knowledge Transfer.			
Shipping	1.00	200.00	200.00
		Subtotal	35,890.00
		TOTAL USD	35,890.00

Terms

Prices are subject to change:

- 1) if the client changes their requirements of the service and hardware offered
- 2) If hardware market cost changes.
- 3) if the job turns out to be more complicated due to unseen problem will be negotiable.
- 4) Job delay due to obstruction to access area to perform the service.

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a contract with Calvin Giordano and Associates in the amount of \$20,305.00 for bidding and post design services associated with the Shepard Broad Causeway Corridor Enhancement Project. Enclosed is a copy of the proposal.

DESCRIPTION:

Staff is requesting approval of this contract for the bidding and post design services associated with the Shepard Broad Causeway Corridor Enhancement Project. CGA will coordinate the bidding process and will also work closely with firm performing the Construction Engineering and Inspections (CEI) services for the Town to satisfy all of the federal/state reporting requirements.

Recently the Town Council approved a Local Agency Program (LAP) agreement with the Florida Department of Transportation in which the Town will be receiving \$1,201,770 for the completion of this project.

Attached is a rendering of the proposed work as well as the design of the proposed railing of the Waterway Bridge.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Staff is requesting an appropriation from Broad Causeway reserves in the amount of \$20,305.

BUDGET IMPACT:

Submitted By: Juan C Jimenez, Assistant Town Manager

ATTACHMENTS

1. 17-9537.2 BHI Broad Causeway (signed CG)
2. Exhibits



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Additional Services Agreement

DATE: October 25, 2018
RE: Broad Causeway Corridor Enhancement - Bidding
& Post Design Services
CLIENT: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor, FL 33154
ATTENTION: Mr. J.C. Jimenez
CGA NO.: 17-9537.2

The Town of Bay Harbor Islands (TOWN) previously retained CGA to provide professional services to assist the TOWN in the development of construction plans, specifications, LAP Documentation, and permitting for the Broad Causeway Corridor Shoulder Installation Project, a FDOT LAP funded project.

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this Additional Services Agreement (ASA) for subsequent bidding and post design services as requested by the TOWN for the above referenced project. The specific scope of services offered herein is detailed below.

NOTE – FDOT requires Construction Engineering and Inspection (CEI) Services on their LAP funded projects to be performed by a firm not involved in the design. Accordingly, this proposal has been prepared under the assumption that the CEI firm's role will be similar to that on an FDOT project and that the CEI firm will be responsible to certify the work and closeout the permits, prepare the final punch list, prepare the LAP Final Invoice/Close out Package, and attend and conduct preconstruction meetings and construction progress meetings. CGA's attendance at four (4) construction progress meetings is included in this contract; however, regular attendance of CGA staff at construction progress meetings is not included in the proposal. It is anticipated that the construction contract will be 6 calendar months.

I. Professional Engineering Services

A. Civil Engineering

1. Bidding Services

- Attend Pre-Bid Meeting

- Address RFI's during bidding, prepare and issue addenda, provide revisions to plans and or specifications as needed to address RFI's.
- Attend Bid opening, provide bid evaluation, and provide a letter of bid evaluation results.

2. Post Design Services

- Coordinate Inquiries from Contractor
 - Review, log, and respond to Requests for Information (RFI) from the contractor and coordinate with CEI firm.
 - Review, log, and respond to Contractor Shop Drawings and coordinate with CEI firm.
 - Revise construction plans and issue to Contractor, if needed.
- Attend the following meetings:
 - One (1) preconstruction meeting
 - One (1) construction turn over meeting with the CEI firm to discuss the project.
 - Four (4) field meetings
 - Four (4) construction progress meetings are included in this proposal. Additional Services Agreement (ASA) shall be required, if additional meetings are needed.

3. Other

- The only services included in this proposal/contract are those identified above. No other services are included in this contract.

COST OF THESE SERVICES (Lump Sum)		
I	Professional Engineering Services	
	A Professional Civil Engineering Services	\$20,305.00
	Bidding Services	\$4,820.00
	Post Design Services	\$15,485.00
II	Meetings not included in I thru I	Hourly
TOTAL (Plus Hourly Services)		\$20,305.00

AUTHORIZATION

Kindly sign and return this authorization at your earliest convenience.

**Calvin, Giordano & Associates, Inc. will
proceed upon receipt of authorization.**

By: _____

Mr. J.C. Jimenez
Assistant Town Manager

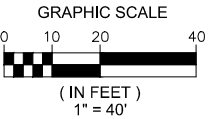
Date: _____

By:  _____

Chris Giordano
Vice President

Date: 10/26/18

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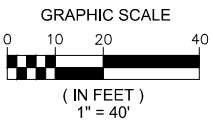
BEGIN PROJECT / PAVEMENT MARKING AND SIGNAGE



HATCHING LEGEND

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| PAVEMENT WIDENING | |
| SHARED LANE MARKING | |
| BICYCLE MARKING | |

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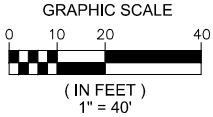
HATCHING LEGEND

PAVEMENT WIDENING	
SHARED LANE MARKING	
BICYCLE MARKING	

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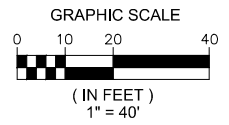
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- SHARED LANE MARKING
- BICYCLE MARKING



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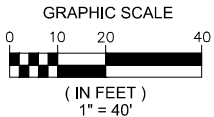
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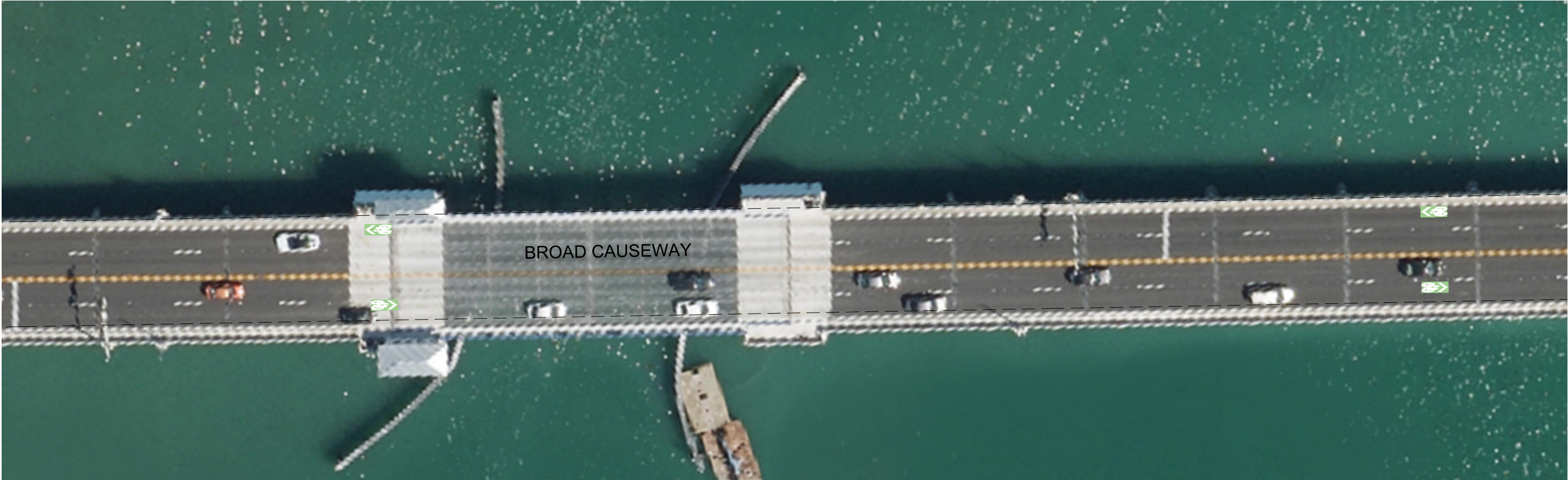
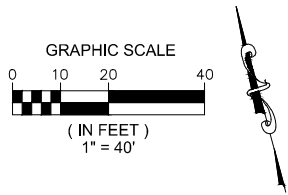
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HATCHING LEGEND

- PAVEMENT WIDENING
- SHARED LANE MARKING
- BICYCLE MARKING



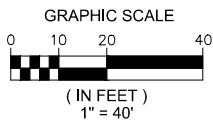
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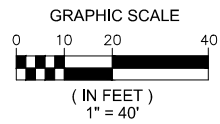
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HATCHING LEGEND

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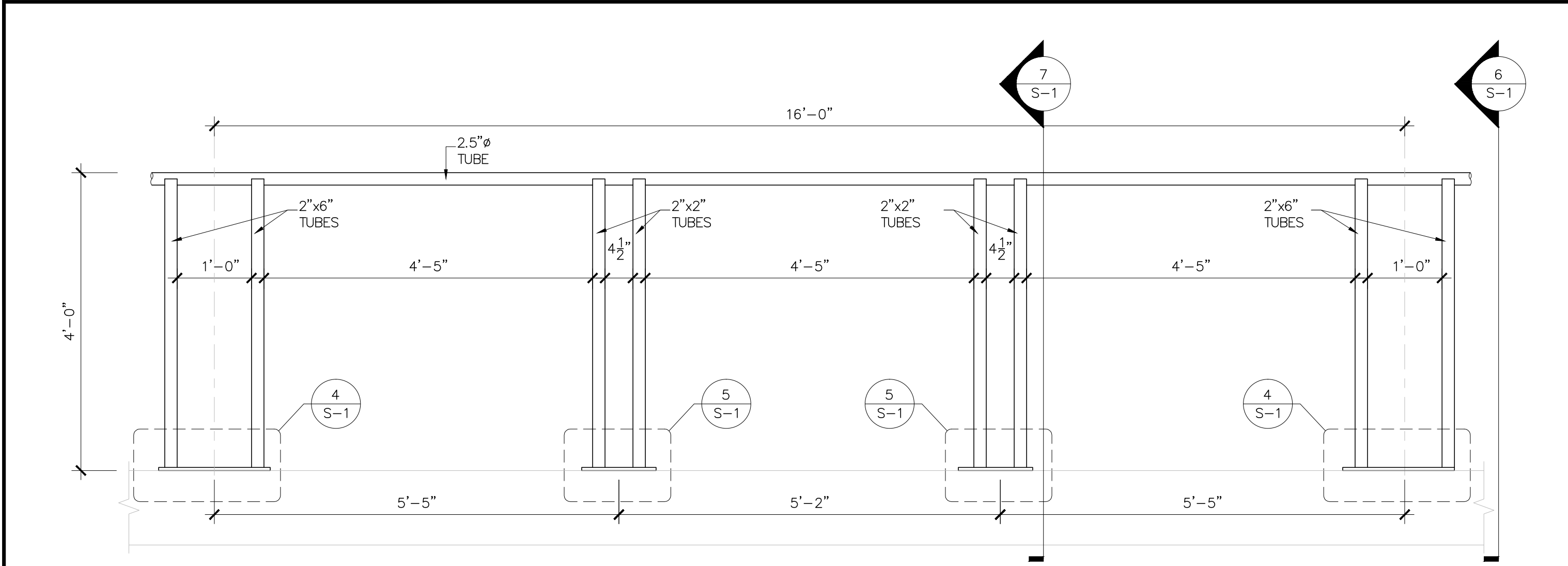


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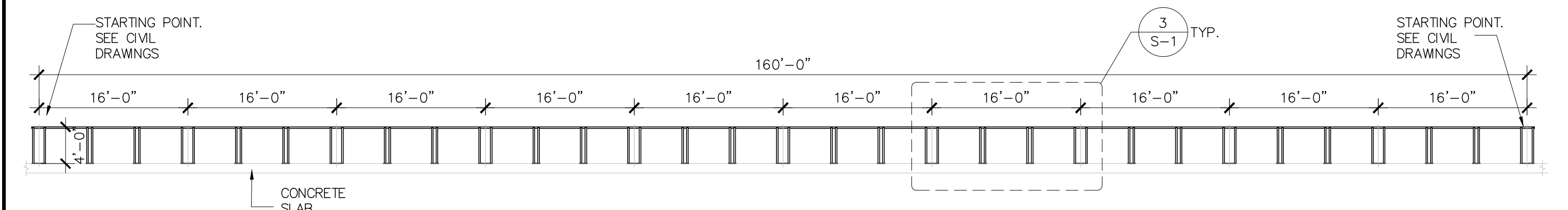


HATCHING LEGEND

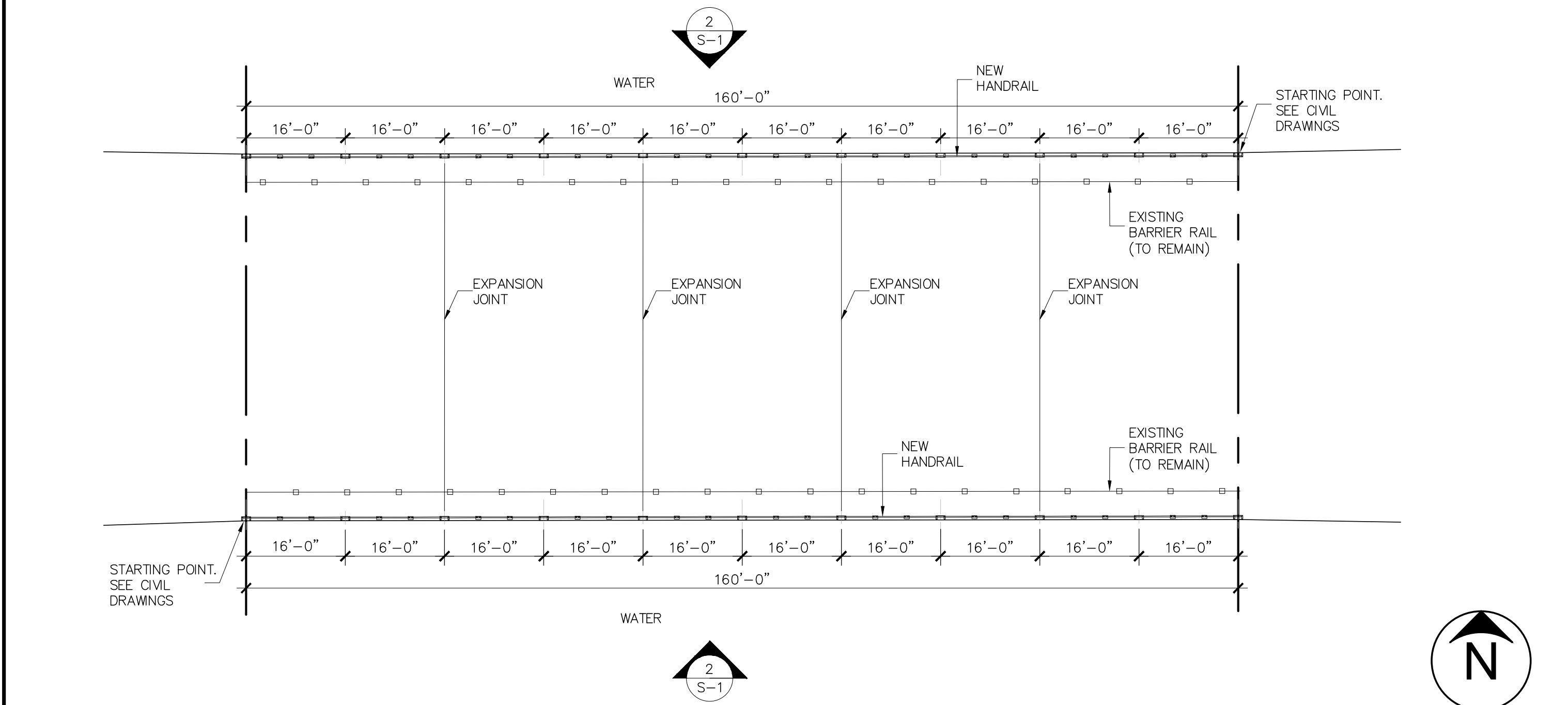
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- BICYCLE MARKING



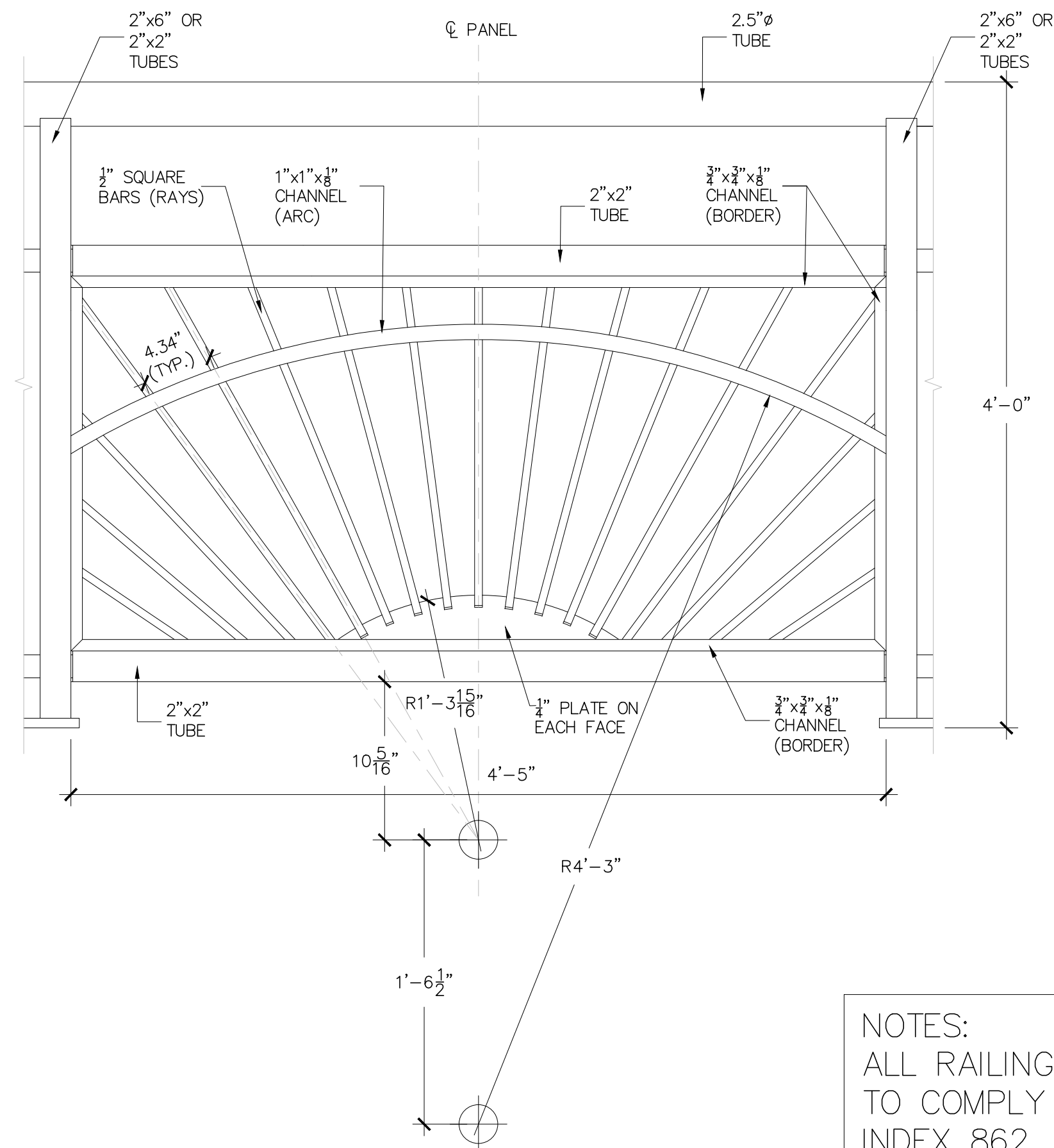
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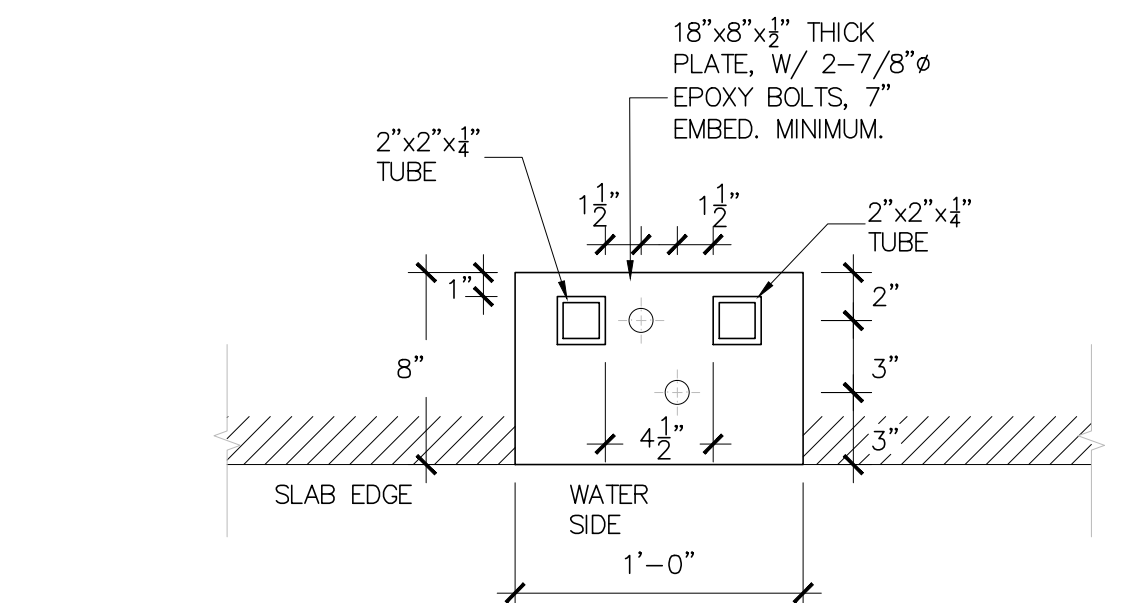
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S1 ELEVATION
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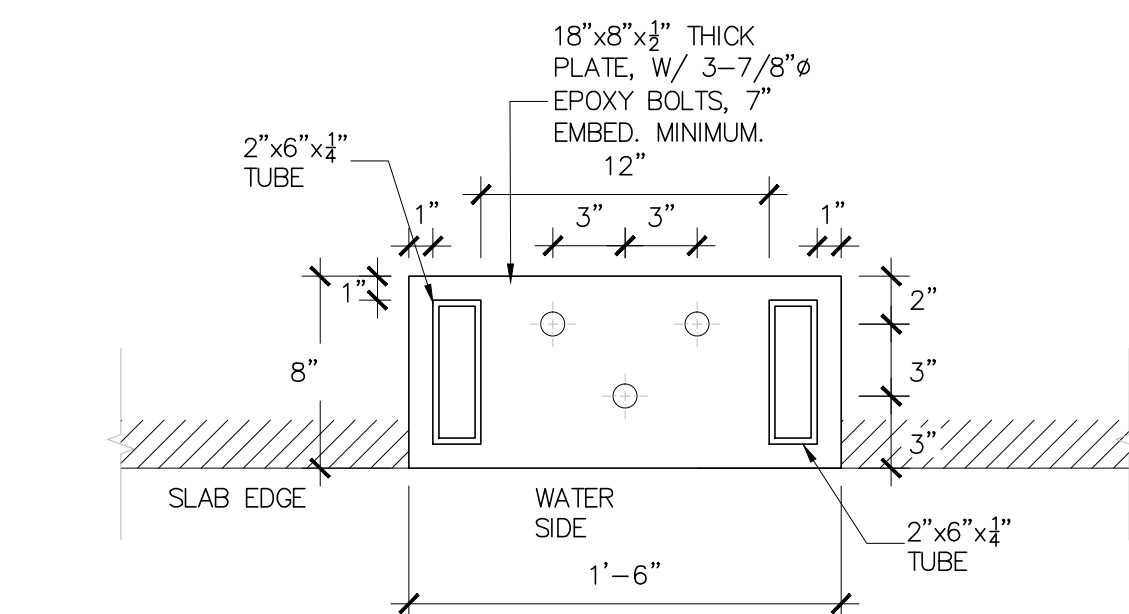
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S1 HANDRAIL LAYOUT PLAN
SCALE: 1/16"-1'-0"



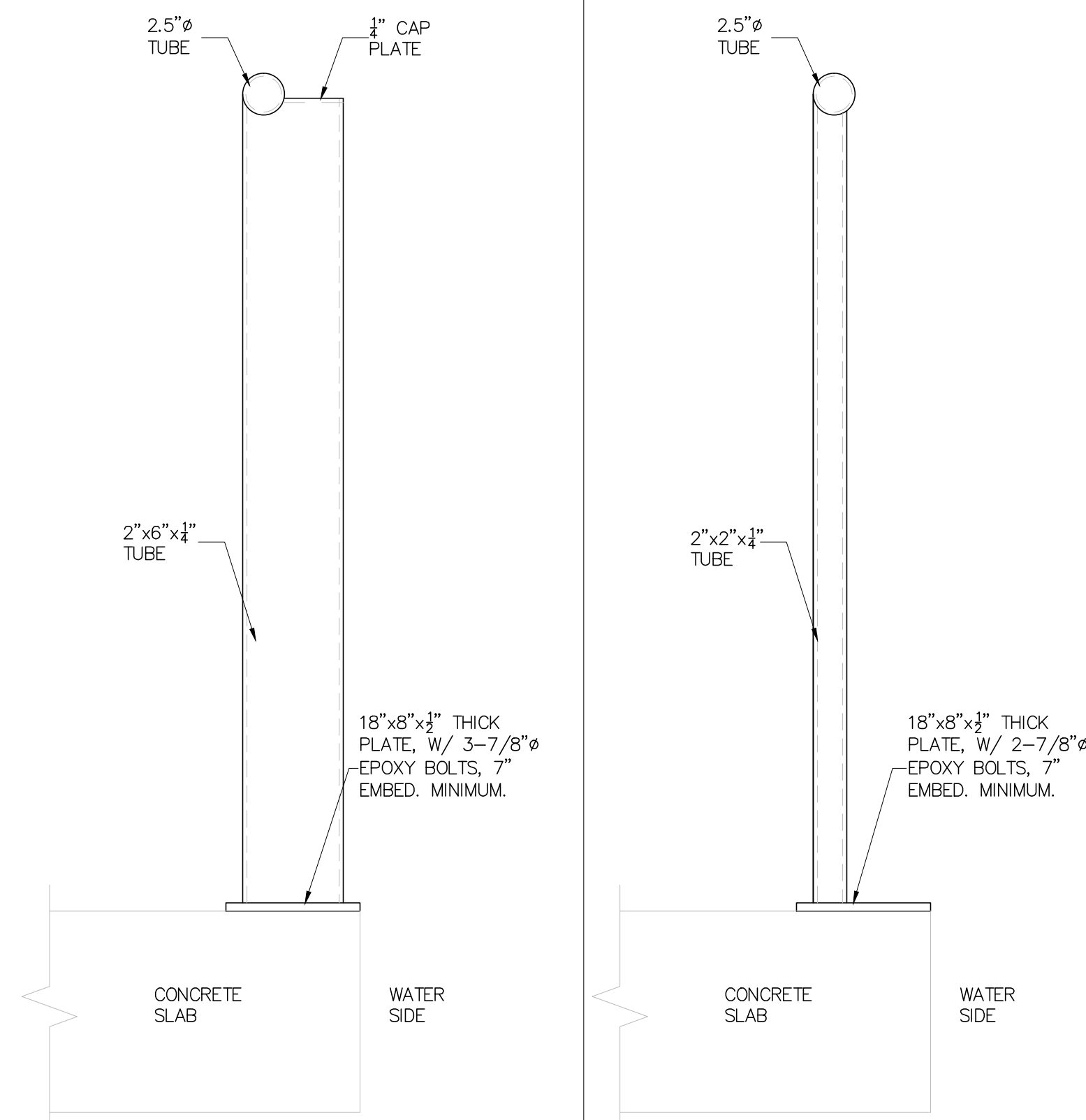
S1 TYPICAL PANEL DETAIL
SCALE: 1-1/2"-1'-0"



S1 DETAIL
SCALE: 1-1/2"-1'-0"



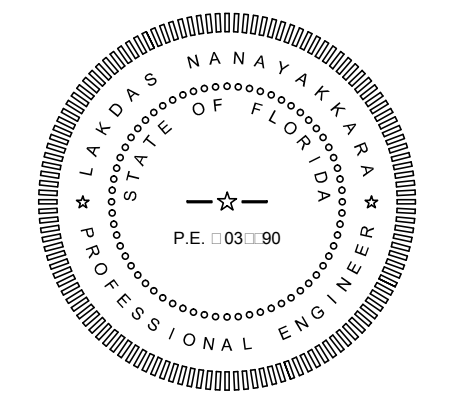
4
S1 DETAIL
SCALE: 1-1/2"-1'-0"



S1 SECTION
SCALE: 1-1/2"-1'-0"

S1 SECTION
SCALE: 1-1/2"-1'-0"

NOTES:
ALL RAILING MEMBERS
TO COMPLY WITH FDOT
INDEX 862



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Revisions:	
Number	Description

Drawing Title

HANDRAIL LAYOUT PLAN AND DETAILS

Project Name:
BROAD CAUSEWAY CORRIDOR ENHANCEMENT
BAY HARBOR ISLANDS, FLORIDA

Job Number: 1:0902
Scale: AS NOTED
Date: 091111
Design: LN
Drawn: LB
Checked: LN

Drawing Number:

S1

Rev. Number:
1

AGENDA ITEM REPORT

November 13, 2018

ITEM NUMBER: 16.

ITEM: Discussion and possible action requested by Council Member Leonard regarding the purchase of three (3) Soofa Core solar powered stand alone electric charging stations at a cost of \$8,900. Enclosed is a proposal from Changing Environments Inc.

DESCRIPTION:

The Soofa Core is a standalone solar powered electric charging station designed to provide an electronic charge to phones and/or tablets via a USB connection. The vendor provided a cost estimate of \$2,800 per individual unit. The cost of three (3) Soofa unit is estimated at \$8,400 plus shipping. Shipping fees start at \$500 for a set of three (3) units.

If approved, the Soofa Core units would be installed at the following Town Parks:

- * Officer Scott A. Winters Park (1125 - 98 Street - East Island)
- * 92 Street Park (Corner of East Bay Harbor Drive & 92 Street - East Island)
- * Tot Lot Park (Northwest corner of 96 Street and West Broadview Drive - West Island)

Enclosed is the proposal received from Changing Environments, Inc.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

This is not a budgeted item, it requires an appropriation from General Fund Reserves.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan Leonard, Mayor
Juan C Jimenez, Assistant Town Manager

ATTACHMENTS

1. Soofa Charging Stations

