TOWN OF BAY HARBOR ISLANDS

March 11, 2019

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. **Presentation** of the Town's new Financial Transparency Portal with OpenGov. Presentation will be provided by Melissa Cruz, Finance Director.

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

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:

2. **Consideration** and **Approval** of a request for appointment to the Parks & Recreation Committee. The Committee currently has one vacant seat. Enclosed is a copy of Ms. Milberg resume.

   STAFF RECOMMENDATION: Council Discretion

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.)***

3. **Approval** of the following Meeting Minutes:

   a. October 10, 2018 - Public Hearing
   b. November 13, 2018 - Regular Council Meeting

4. **Consideration** and **Approval** of a resolution extending a temporary moratorium for an additional sixty (60) days on medical marijuana treatment centers and medical dispensing facilities within Town. Enclosed is a copy of proposed resolution.

5. **Approval** of a resolution updating and adopting new values for town owned TDR (Transfer of Development Rights) units in the residential districts and the B-1 Commercial District. Enclosed is a copy of the resolution and supporting documents.

6. **Consideration** and **Approval** of a resolution establishing fees to be paid before bicycles are released from impoundment per Section 18-11(d) of the Town Code. Enclosed is a copy of the proposed resolution.

7. **Consideration** and **Approval** to renew the Mutual Aid Agreement between the Village of Indian Creek Public Safety Department and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

   STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

8. **Consideration** and **Approval** of an ordinance on **first** reading amending Chapter 23-5 of the Town use regulations, authorizing Medical Marijuana dispensing facilities within the B-1 Business District. Enclosed is a copy of the proposed ordinance.

   AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 23-5 OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES AUTHORIZING MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE B-1 BUSINESS DISTRICT OF THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

   STAFF RECOMMENDATION: Council Discretion **POLL VOTE**

9. **Consideration** and **Approval** of an ordinance on **first** reading amending Chapter 16-24.1, the Town of Bay Harbor Islands Retirement System, to permit general employees to purchase credited service for past U.S. military and/or police service. Enclosed is a copy of the proposed ordinance and supporting documents.

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, TO PERMIT GENERAL EMPLOYEES TO PURCHASE CREDITED SERVICE FOR PAST U.S. MILITARY AND/OR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion **POLL VOTE**

DEFERRED ITEMS:

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

10. **Consideration** and **Approval** of contract award to Persant Construction in the amount of $187,174.00 to resurface the perimeter streets north of 96th Street for the West Island. Enclosed is the bid evaluation and supporting documents.

STAFF RECOMMENDATION: Approval **POLL VOTE**

11. **Consideration** and **approval** of contract award to All Building Cleaning Corp. in the amount of $59,572.00 for the daily cleaning of the Town Hall Complex as specified in the BHI-189: Custodial Services for Public Buildings request for proposals. Enclosed is a copy of the bid documents, attendance sheets, bid tabulations, and letters of reference.

STAFF RECOMMENDATION: Approval. **POLL VOTE**

DISCUSSION ITEMS:

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
March 11, 2019

ITEM NUMBER: 1.

ITEM: Presentation of the Town's new Financial Transparency Portal with OpenGov. Presentation will be provided by Melissa Cruz, Finance Director.

DESCRIPTION:
The Town of Bay Harbor Islands is committed to honest budgeting, responsible spending, and financial transparency. In this spirit, the Town has partnered with OpenGov to provide its citizens and stakeholders with the Financial Transparency Portal. The portal is designed to bring visibility, openness, and accountability to our operations.

Providing the public an interactive way to learn more about the Town's finances is a part of Bay Harbor Island's ongoing effort to enhance transparency and public engagement in city government.

Attached is a document about OpenGov and the services they provide. The Finance Director will present features of the transparency portal, navigating through different reports, charts and views of our financial data online.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Melissa Cruz, Finance Director

ATTACHMENTS
1. OpenGov Company information

OPENGOV

OpenGov and Bay Harbor Islands, FL

Project Plan Letter

Andrew Kercado
805 878 9706
akercado@opengov.com
OpenGov, Inc., 955 Charter Street, Redwood City, CA 94063

Table of Contents

THE OPENGOV ADVANTAGE **2**
- Ease of Use 2
- Data Integrity 2
- Innovation 2
- Time to Value 2

THE OPENGOV ROI **2**
- Improved spending power 2
- Internal efficiency 2
- Better citizen engagement and transparency 2

EXECUTIVE SUMMARY **3**

ABOUT OPENGOV **4**
- Leadership 5
- Expertise 7

SOLUTION DETAIL: BUDGETING AND PLANNING **8**
- Capabilities 8
- Key Benefits 9

SOLUTION DETAIL: OPERATIONAL PERFORMANCE **13**
- Capabilities 13
- Key Benefits 14

SOLUTION DETAIL: CITIZEN ENGAGEMENT **18**
- Capabilities 18
- Key Benefits 19

OPENGOV DATA SOLUTIONS **24**

PRICING **25**

APPENDIX **26**
- Budgeting and Planning Overview 26
- Operational Performance Overview 27
- Citizen Engagement Overview 28
- Sample Financial Data Use Cases 29
- Sample Performance and Non-Financial Data Use Cases 32

The OpenGov Advantage

Ease of Use

OpenGov is an intuitive and easy-to-use cloud-based solution designed specifically for the public sector. Non-technical users can derive value quickly and understand the system with minimal training.

Data Integrity

The OpenGov Cloud brings together financial and non-financial data from across your organization, guaranteeing data integrity across all applications and solutions, from budgeting to operational performance to citizen engagement.

Innovation

OpenGov is a multi-tenant Software-as-a-Service ("SaaS") which complements existing ERP investments by enabling cutting-edge visualizations and analysis without needing to overhaul the underlying ERP system. And, because OpenGov's solution is cloud-based, customers automatically receive all updates and improvements to their products as they are released.

Time to Value

Working closely with experts in government finance and technology, OpenGov partners with your organization to ensure a successful deployment in as little as two weeks, delivering cloud-based software that never requires on-premise installation.

The OpenGov ROI

Improved spending power

- 50% reduction in staff hours required to create the budget
- 1% or more of budgets freed up for re-allocation
- Millions of dollars saved due to better financing terms (bond ratings)
- 90% reduction in cost of maintaining external transparency sites

Internal efficiency

- Budgets completed up to a full month earlier than in prior years
- 180 hours per year reduction in time spent producing internal reports
- Inbound information requests cut by 20%

Better citizen engagement and transparency

- 3x increase in online citizen engagement
- Increased buy-in on strategic initiatives and faster budget approvals

50% less time spent on budget

80% less time spent on reporting

20% fewer information requests

1% of budget freed for re-allocation

Executive Summary

OpenGov is the leader in cloud-based solutions for government. The OpenGov Cloud™ provides easy-to-use, integrated solutions for Budgeting and Planning, Operational Performance, and Citizen Engagement. OpenGov was founded in 2012, and is backed by Andreessen Horowitz, Emerson Collective, 8VC, and Thrive Capital.

OpenGov currently serves over 1,900 governments ranging in size from states and large cities like the State of Arizona; Washington, DC; and San Diego, CA; to mid-size cities and counties like Montgomery County, PA; Anaheim, CA; and Columbus, OH; and to many smaller cities and towns like Abingdon, VA; Village of Angel Fire, NM and Edgewood, KY

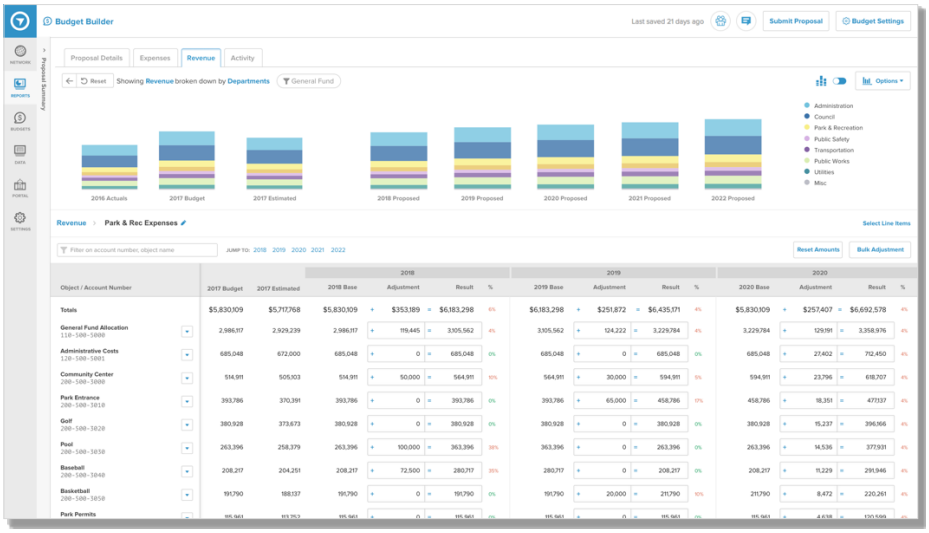
OpenGov is presenting the following solutions to Bay Harbor Islands for consideration:

- **Budgeting and Planning**: Streamline and transform the entire budget process, gain deeper insight into current performance, improve collaboration on proposals and department requests, and easily publish the final budget document

- **Operational Performance**: Enable stakeholders, leadership, and staff to use data and evidence more effectively to make better, faster decisions. Track progress towards goals to improve accountability, performance, and outcomes.

- **Citizen Engagement**: Increase public participation and strengthen public trust with easy-to-use tools to communicate more effectively and gather broad community feedback.

In addition, OpenGov offers data solutions to simplify the process of integrating information with the OpenGov Cloud. Agencies can establish direct connections to a growing number of ERPs and indirect FTP connections to a variety of operational systems, such as permitting, 311, or public safety systems.



OpenGov multi-year budgeting

About OpenGov

Company Background

OpenGov was founded in 2012 by Zac Bookman, Joe Lonsdale, and technologists from Stanford University, who studied government budgeting in the aftermath of the Great Recession. The team observed dedicated public servants struggle against outdated technology that prevented them from accessing timely spending information and communicating their priorities to citizens and elected officials. Believing there was a better way, the team set out to build cloud-based, easy-to-use government performance solutions to power more open, effective, and accountable government.

OpenGov is the leader in cloud-based solutions for government. The OpenGov Cloud™ provides easy-to-use, integrated solutions that streamline budgeting and planning, improve operational performance, and spur citizen engagement, empowering governments to make more informed decisions that lead to better outcomes. OpenGov Inc. has over 150 employees and is headquartered in Redwood City, CA with four other offices in Portland, OR; Washington, DC; New York, NY; and London, UK.

Relevant Awards

OpenGov has received the following Global Technology Recognition:

- *Named to GovTech 100 Award*
    - OpenGov received the GovTech 100 Award because of our unique ability to work with any government in the country, regardless of their current technology platform. OpenGov is the only public-sector software that can uniquely map to government's Chart of Accounts while also integrating with various non-financial data sources.

- *Gartner 2015 Magic Quadrant & Gartner 2015 Cool Vendor Recognition*
    - Gartner named OpenGov as one of three Cool Vendors for Government in 2015. The winners offer government CIOs cloud solutions to quickly acquire and deploy services for workforce collaboration and citizen engagement, open financial data, and case management.
    - OpenGov's Software-as-a-Service is delivered through Amazon Web Services ("AWS"), a Gartner 2015 Magic Quadrant Industry Leader.

- *World Economic Forum 2015 Technology Pioneer Award*
    - OpenGov was selected from among hundreds of companies by a professional committee of 68 academics, entrepreneurs, venture capitalists, and corporate executives as a Technology Pioneer.
    - Past recipients include Google (2001), Mozilla (2007), Kickstarter (2011), and Dropbox (2011).

Leadership

OpenGov's advisors consist of leading experts from the technology, financial, and public service sectors, including John Chambers (Former CEO of Cisco Systems), George Shultz (Former U.S. Secretary of State, Treasury Secretary, and Director of OMB), Lawrence H. Summers (Former U.S. Treasury Secretary), and Byron Dorgan (Former U.S. Senator from North Dakota)

The senior leadership team at OpenGov oversees both the development of OpenGov's products and the successful implementation and management of OpenGov's software for each customer. The team possesses an average of over 18 years of industry experience and will work closely with a dedicated Project Manager, Customer Success Manager, and Customer Success Administrator, who provide support on a day-to-day basis. Please see below for brief descriptions of each member of the senior leadership team.

Zac Bookman, Co-Founder & Chief Executive Officer. Prior to founding OpenGov, Zac served as Advisor to U.S. Army General H.R. McMaster on the anti-corruption task force at the ISAF headquarters in Kabul, Afghanistan. Before then, he practiced trial litigation at Keker & Van Nest in San Francisco and served as a law clerk to the Honorable Sandra S. Ikuta on the U.S. Court of Appeals for the Ninth Circuit. Zac was a Fulbright Fellow and holds a JD from the Yale Law School, an MPA from the Harvard Kennedy School, and a BA from the University of Maryland.

Mike McCann, Vice President, Government Finance. Mike is a government finance leader with more than 16 years of experience in public-sector finance. Before joining OpenGov, Mike served as the Finance Director of Ukiah, California, and as the Assistant Finance Director of Monterey, California, where he was responsible for the Budget, Comprehensive Annual Financial Report (CAFR) and operational reporting. Previously, he held CFO positions at a Silicon Valley start-up and at a non-profit organization that provided federal and state-funded job training services. He also served with the U.S. Army Security Agency in Vietnam and Japan. He holds an MS in Instructional Science and Technology from California State University Monterey Bay and a BS in Accounting from San Jose State University.

Charlie Francis, Director, Government Finance Solutions. Charlie is a Government Finance expert with more than forty years of local government management experience. He served as a government Chief Financial Officer for more than twenty years at various local governments including the City of Indian Wells, the Town of Colma and the City of Sausalito. He holds a degree from the Advanced Government Finance Institute at the University of Wisconsin and a BA in Accounting from Western Illinois University.

David Reeves, Chief Customer Officer. David is a Sales, Customer Engagement, and Operations leader with more than 20 years of enterprise technology experience. Prior to joining OpenGov, David was the Senior Vice President of Sales at Zuora where he helped revenue grow 7x during his tenure. Before then, David was the Senior Vice President of Worldwide sales for the Service Lifecycle Management business unit and Senior Vice President of Sales Operations at PTC. David holds a BA in Political Science, History & Economics from the University of Wisconsin-Milwaukee.

Ammiel Kamon, Chief Product Officer. Ammiel is a proven software product leader with more than 20 years of product management experience. Prior to joining OpenGov, Ammiel was Senior Vice President of Product and Marketing at GuideSpark. Before then, Ammiel was one of Netscape's earliest team members and initial product managers where he helped the company grow to 3,000 employees and over $400 million in annual revenues. Ammiel holds a BS in Computer Science from Carnegie Mellon University.

Boaz Maor, Vice President, Customer Success. Boaz is a Customer Success leader with more than 25 years of enterprise technology experience. Prior to joining OpenGov, he held customer-facing executive roles at FreeMarkets (IPO), newScale (Acquired by Cisco) and Mashery (Acquired by Intel) and is considered one of the early executives to help drive the development of the Customer Success function. Boaz holds a MBA from the Carnegie Mellon Tepper School of Business and a BA in Business Administration from the College of Management.

Expertise

OpenGov has successfully served over 1,900 governments. As described above, our leadership team consists of individuals with deep experience in the technology sector, in business, and most importantly in government finance. Because OpenGov focuses solely on governments, OpenGov's software offers a unique (and patented) Chart of Accounts Engine that enables OpenGov's products to map to any government's unique Chart of Accounts' organization. By mapping directly to the customer's Chart of Accounts, OpenGov offers accurate and flexible reporting that is consistent with the customer's prior reporting formats and allows users to drill-down and explore data to the object level. Moreover, because OpenGov knows intimately the intricacies and unique quirks inherent in any government's Chart of Accounts, we have a dedicated team of experts to help you implement the product and get the most out of your investment.

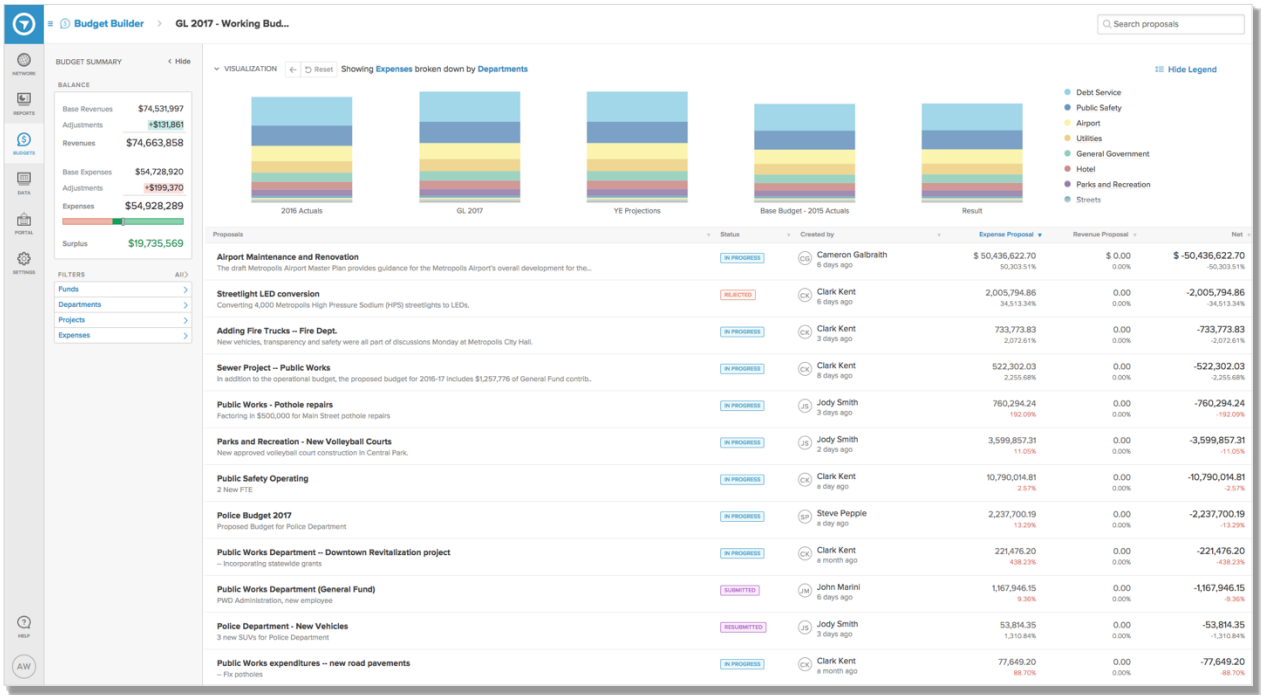
Solution Detail: Budgeting and Planning

50%	1%	90%
Less time to create the budget	Typical re-allocation of total budget to higher priorities	Less time spent on reporting

The OpenGov Budgeting and Planning Solution streamlines and transforms the entire budget process and facilitates greater collaboration between all stakeholders. It provides value at every phase, from improving collaboration on proposals and department requests, to gaining insight into current performance.

Capabilities

- Web-based, collaborative budget preparation and workforce planning
- Multi-year budgets (up to 6 years)
- Budget cloning and scenario creation
- Employee roster review with centralized, global adjustments
- Workforce planning templates with all standard and government-specific benefits
- Excel add-in for modeling and importing customized values
- In-app commenting and conversations
- Full activity audit trail to track all changes
- Supports proposal attachments in multiple formats
- Integrated reporting (historical financials, budget milestones, budget vs. actual report)
- Role-based access controls
- Patented technology to mirror a government's Chart of Accounts and financial structure
- Workforce planning module with position cost templates and global change management

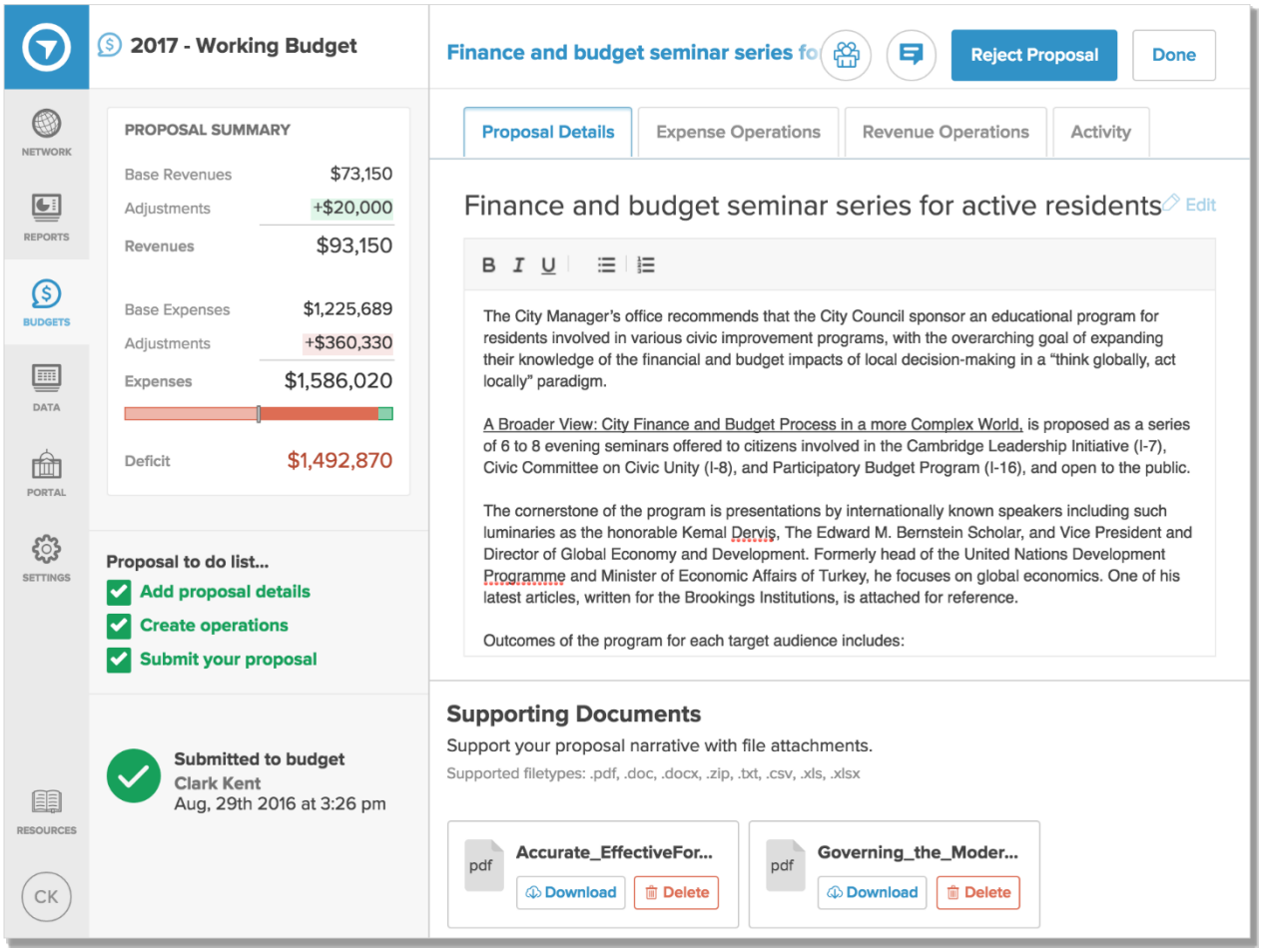


Key Benefits

Improves Collaboration

Budget preparation with OpenGov improves collaboration and the constant coordination and errors associated with budgeting in Excel. With OpenGov, changes made in real-time are reflected immediately in native reports and visualizations, without ever having to worry about backups or conflicting versions.

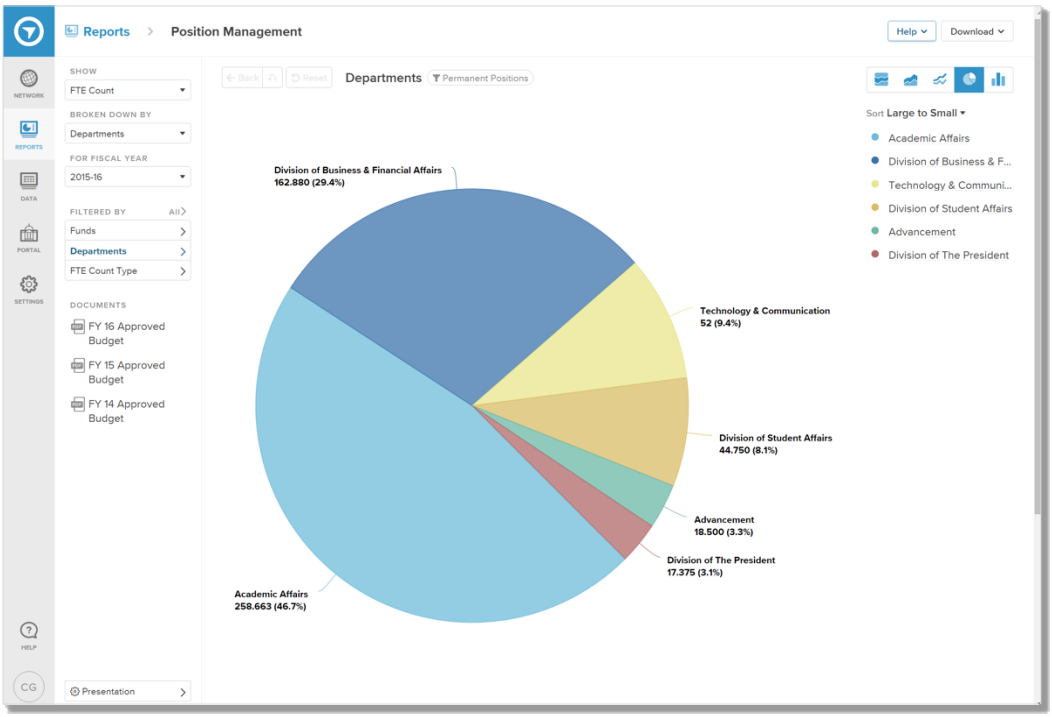
- **Centralized and easily accessible** – All stakeholders access their proposals or workforce plans and submit them for approval online.
- **Integrated communication tools** – Easily comment on proposals and tag your colleagues with traceable conversations about the budget.
- **Easy sharing** – Collaborators can invite others to view or edit a proposal based on the permissions they determine.



Deeper Analysis

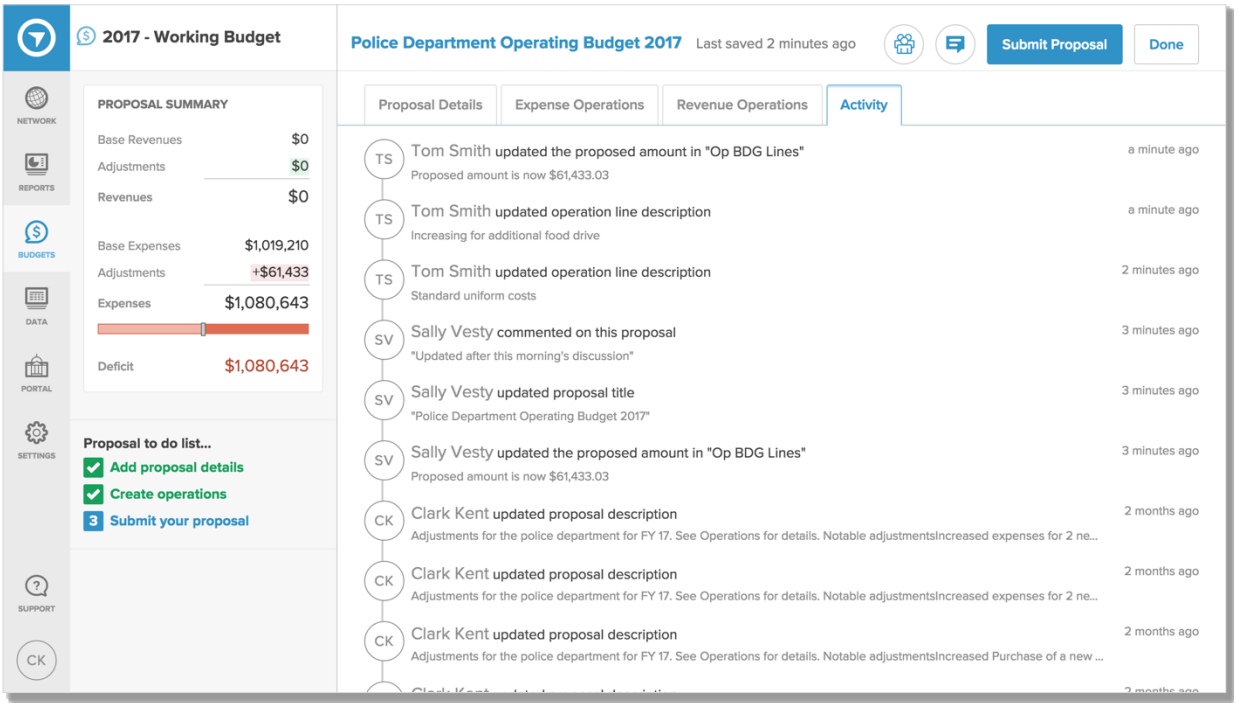
OpenGov provides transparent, easy access to historical and comparative financial data, to make better decisions around the issues that impact your community and constituents.

- **Integrated reporting** – Kick off your budget process with a complete historical analysis. Easily generate reports and "slice and dice" across your chart of accounts with a click of a mouse. Use multi-fund reporting to uncover insights.
- **Scenario testing** – Analyze spending trends, uncover revenue leakages, perform "what-if" analysis, and spot opportunities to reallocate money more easily.
- **Stakeholder perspectives** – Communicate throughout the budget process to maintain credibility and make mid-process adjustments. Gather feedback from key stakeholders and make changes easily, all through OpenGov's unified platform.

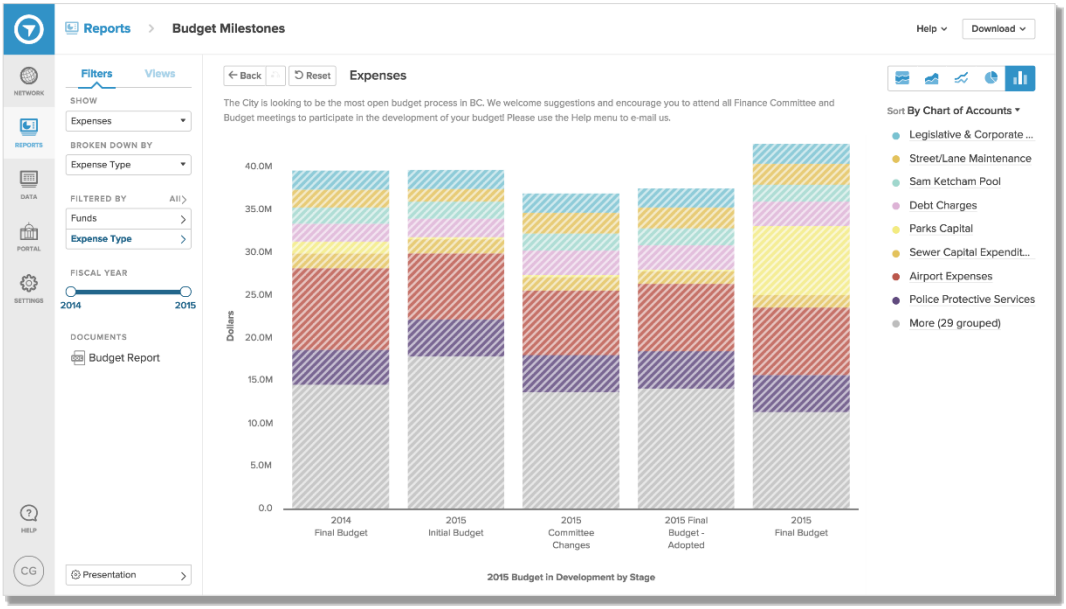


Streamlined Process

Budgeting is complicated, and OpenGov helps simplify the process by offering a variety of manners in which you can view, arrange, and edit the budget, including by grouping budget proposals by functional area, enabling multiple worksheets per budget proposal, and supporting unlimited proposal attachments in a variety of formats.



Budget Milestone Reporting - Stakeholders can track budget progress easily, since changes are instantly reflected in integrated reports. Live budget summaries, proposal status details, and an activity log provide up-to-date visibility and insight to keep the process on track.

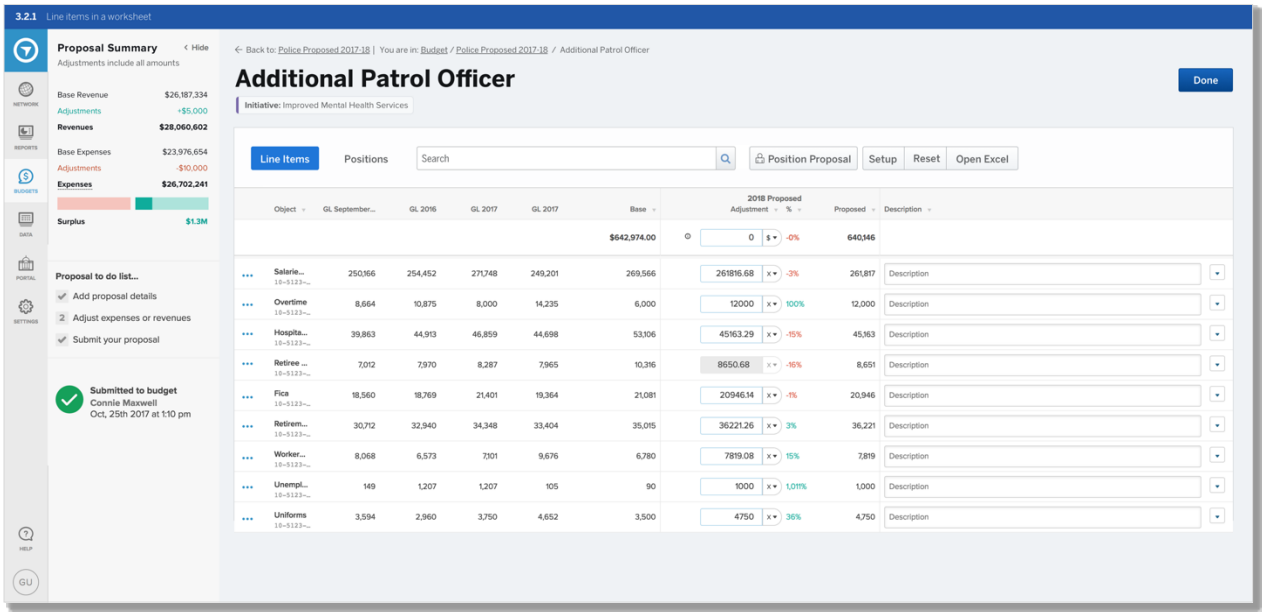


Centralized Workforce Planning – The current employee roster can be uploaded from Excel or an HCM system to perform all workforce planning in one place.

Adding proposed hires is easy for department heads. All they need is a name title and salary. Benefits are chosen from intuitive drop-down menus and the associated costs are calculated dynamically in the proposal template. Any notes or rationales for a proposed hire are entered directly into the template.

Workforce planning capabilities and templates include standard benefits, such as taxes and health, as well as government specific benefits such as step increases, hazard pay, and pension.

Finance can easily review all proposed hires and compare them against current and planned budget using OpenGov's powerful reporting. Proposals are then accepted or rejected with the ability to attach comments so all members in the organization can understand the rationale. OpenGov's software makes workforce planning a dynamic and strategic part of the budget process rather than a static exercise.



Solution Detail: Operational Performance

The OpenGov Operational Performance Solution enables everyone in an organization to use data and evidence more effectively, track progress, and make more informed decisions, increasing accountability, improving performance, and bettering community outcomes.

Capabilities

- Interactive, visual reporting and analysis for financial and non-financial data
- Static and interactive presentations
- Visualizations, including pie, bar, stacked, line, or percentage graphs
- Custom filters are easily saved and automatically updated when new data is added
- Integrated mapping and geospatial reporting
- Easily configured, customizable dashboards
- Performance measurement with simple KPI setting and tracking
- Easily configurable, customizable dashboards
- Role-based access control enabling multiple levels of data and report permissions
- Access to OpenGov Network™
- Export details directly from OpenGov as an excel, csv, or static image file
- Patented technology that mirrors a government's Chart of Accounts and financial structure

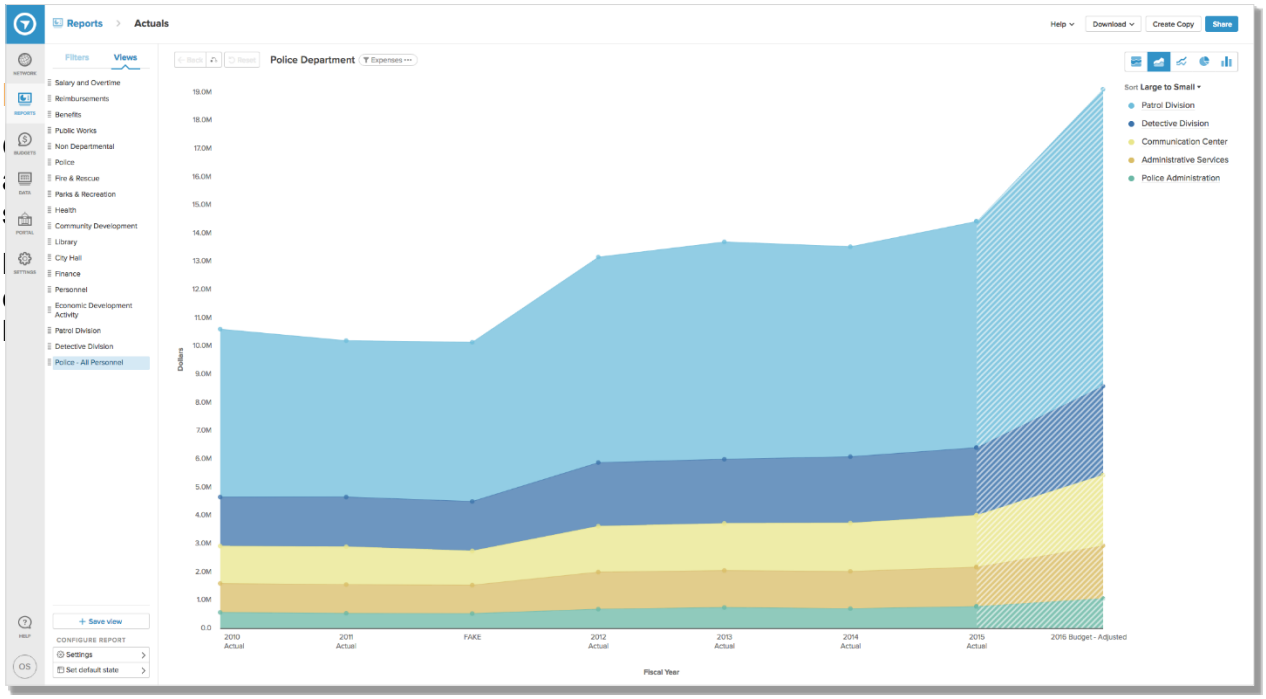
Key Benefits

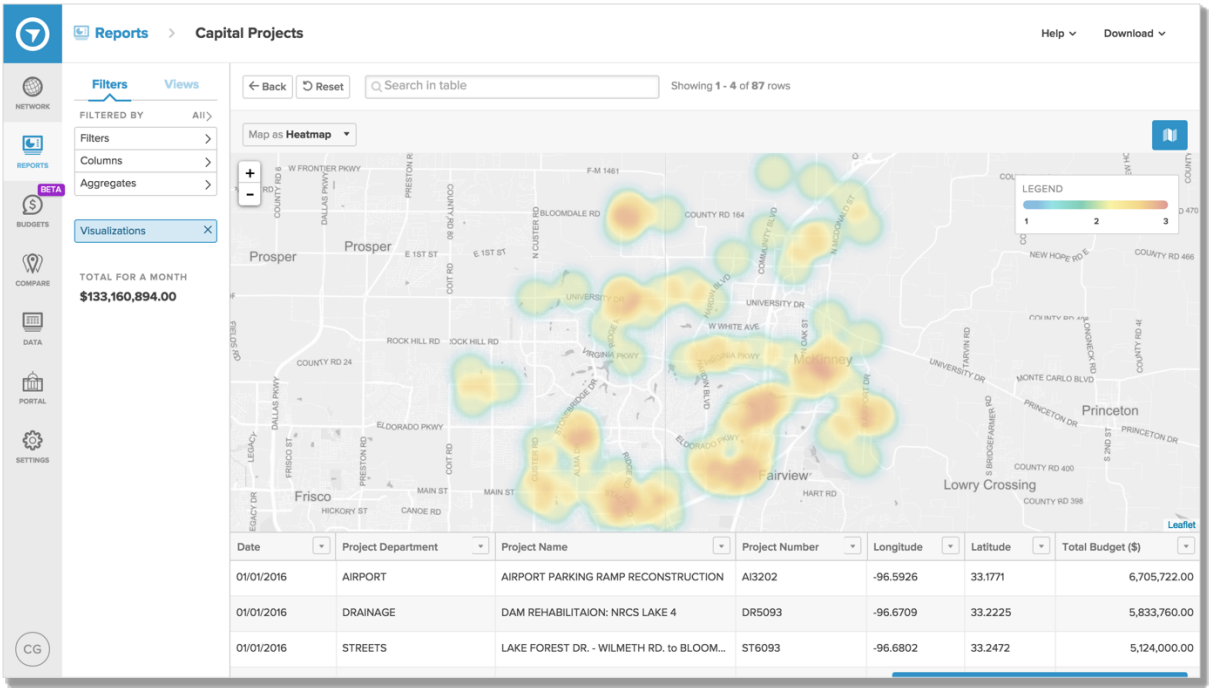
Better, Faster Decisions

Often, the complexity of enterprise software results in a situation in which only a select group of technically minded employees are adept at using the software. OpenGov designs with simplicity and usability in mind and will empower administrators and other employees, regardless of technical background, to access, analyze, and build visualizations.

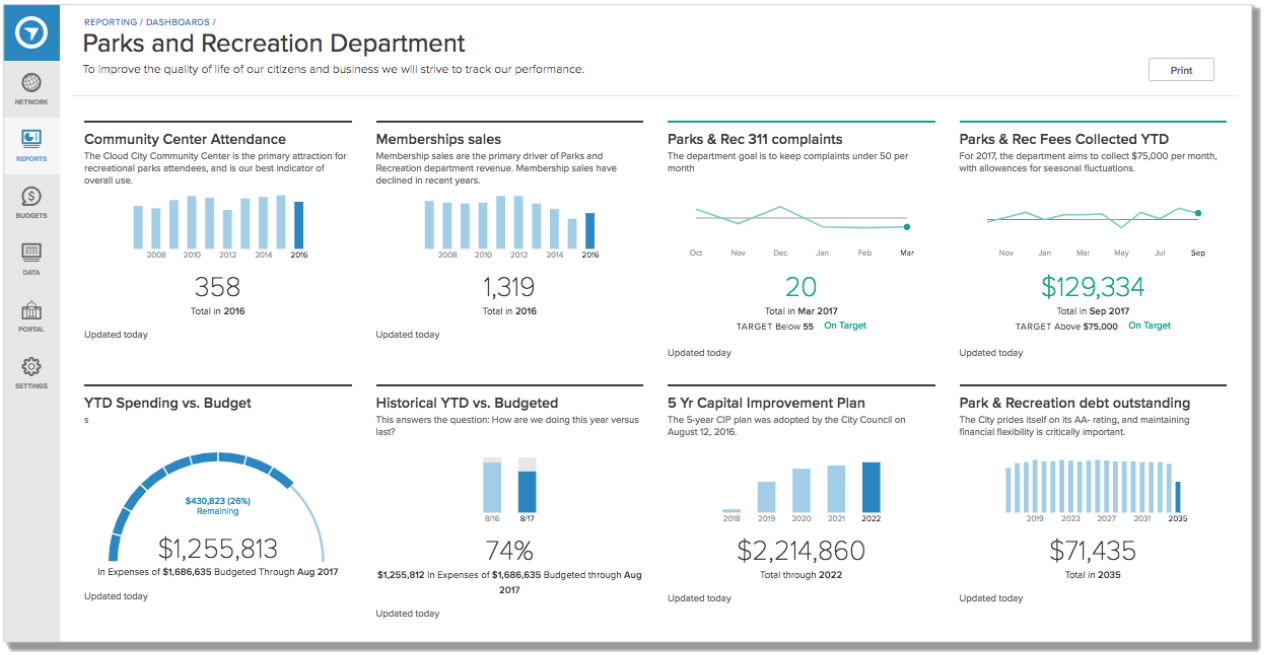
OpenGov reduces manual reporting, data scrubbing, and formatting by providing on-demand access to dynamic, interactive reports and dashboards. Simple, self-service tools empower anyone with access to OpenGov to perform analysis, without burdening IT with data requests, making it easier to discover trends, provide historical context, and find anomalies quickly. High-level dashboards are linked to the underlying data, which enables ad-hoc analysis on the fly.

Both financial and performance reporting is simplified with powerful Chart of Accounts mapping technology that enables easy General Ledger exploration and reporting, for faster insights and better oversight of spending and budget progress. Geospatial (GIS) and performance data is easily incorporated and compared to spending to put results in context and provide critical insights to every part of the organization.





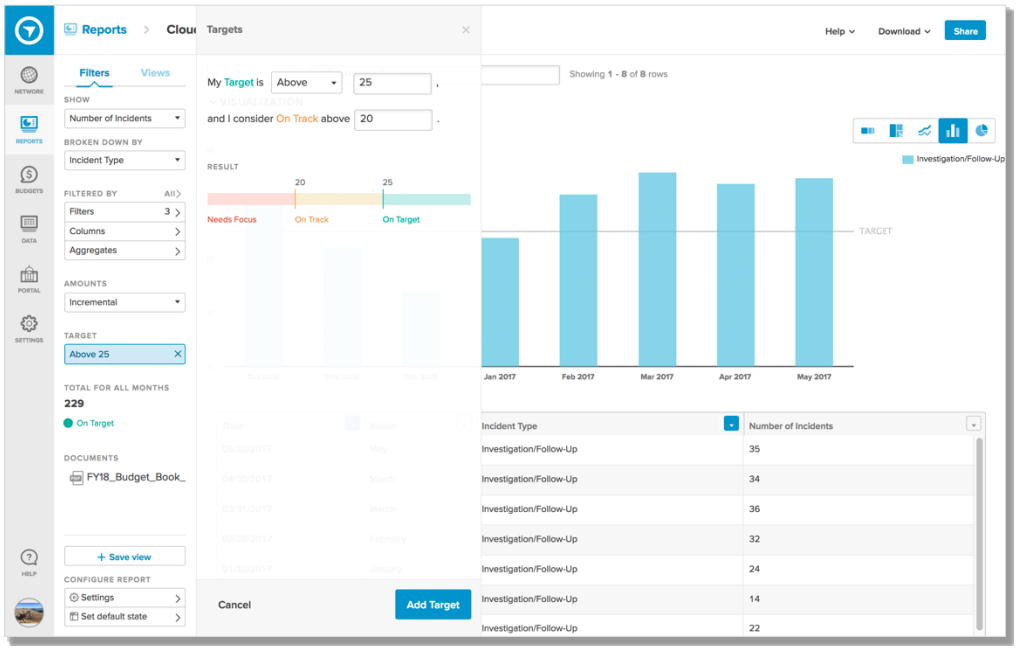
Operational Reports and Dashboards help department heads, finance directors, or city managers oversee their daily operations. These dashboards help leaders track operational metrics, spending, and outcomes in one place.

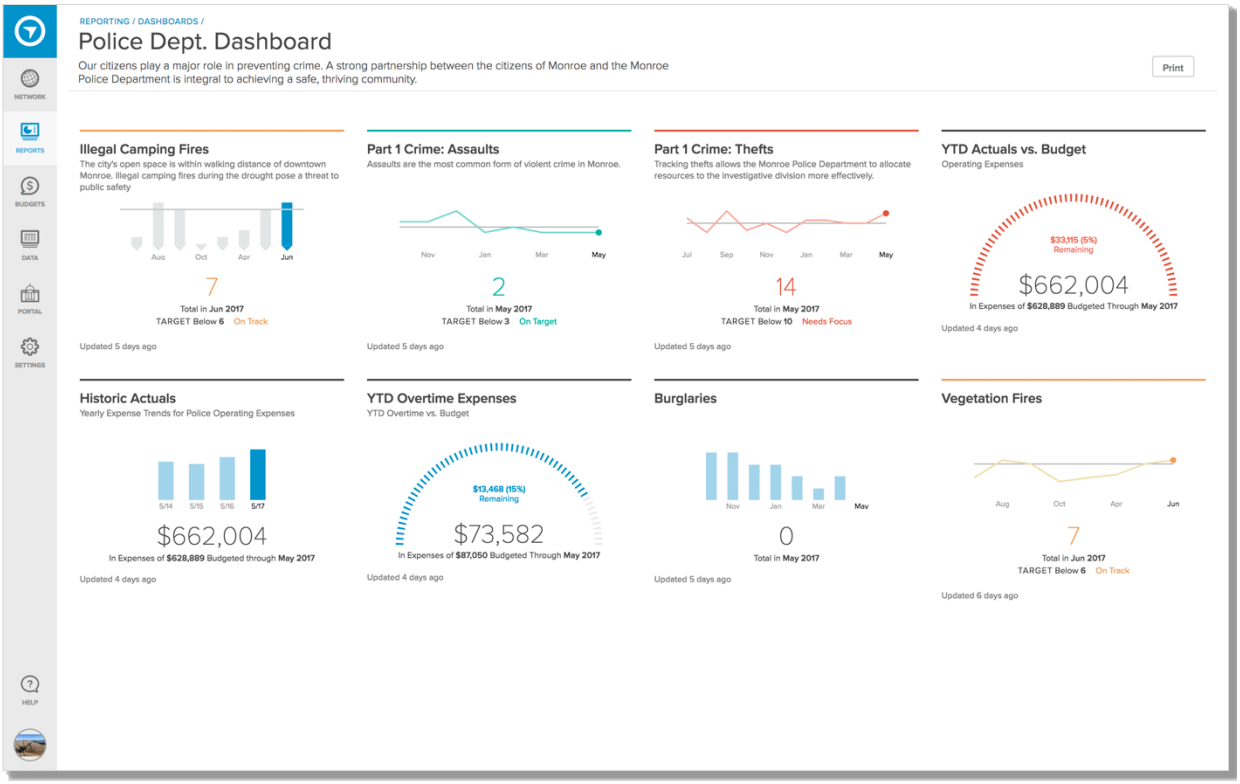


Improve Accountability and Alignment

OpenGov helps agencies promote accountability and encourage improvements by establishing goals for departments, programs, and initiatives. It's easy to track progress and keep teams aligned and working towards the same shared goals. By having clear and visible metrics in one location, OpenGov helps build trust with elected officials and other stakeholders by demonstrating that programs are on track and progress is being made.

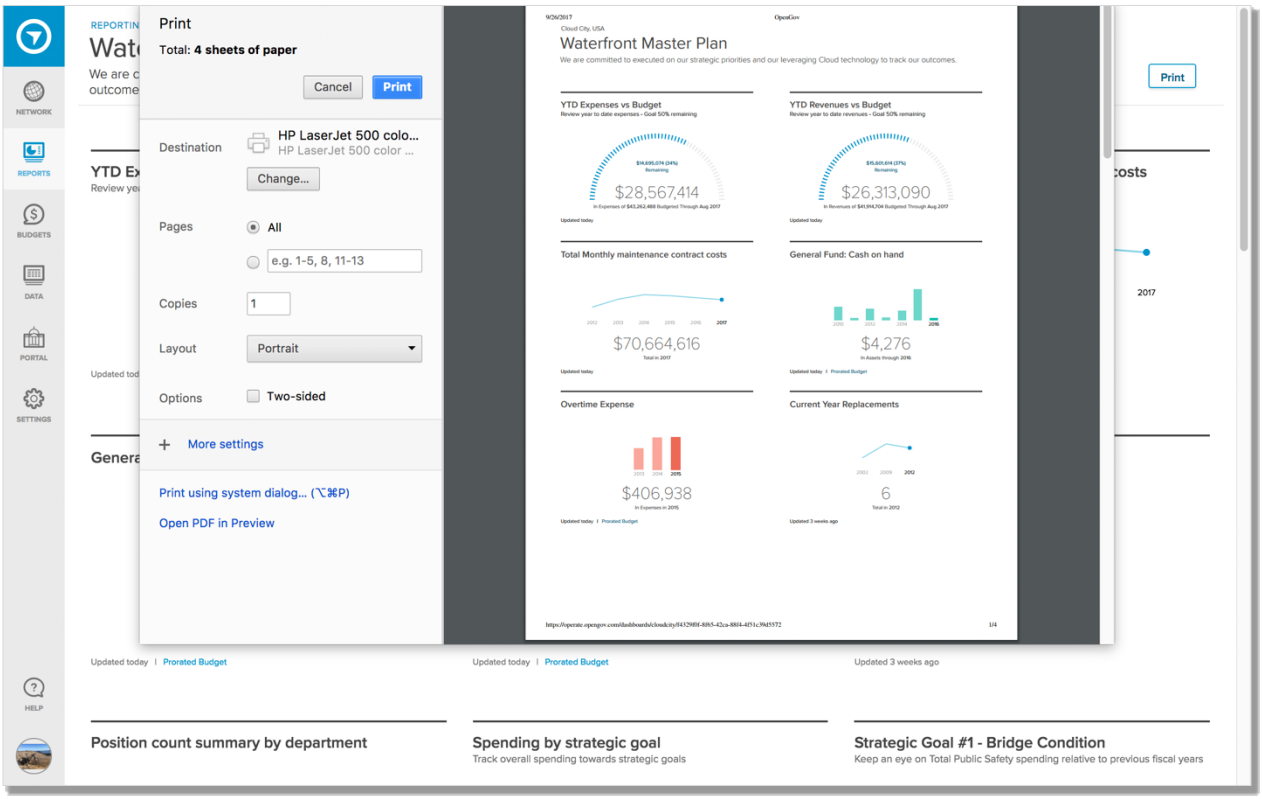
Targets can be set on any data set in OpenGov and progress towards the targets carries through to personalized dashboards.





Reduce time spent creating management reports

Reports and dashboards can be configured to be printer-ready. This enables your organization to share insights and performance across your enterprise, to increase engagement with both tech-savvy employees and employees who prefer paper reporting. Instead of running a custom query, aggregating the data in Excel, and then creating reports in a Word or PowerPoint, create a dashboard and print it on-demand.

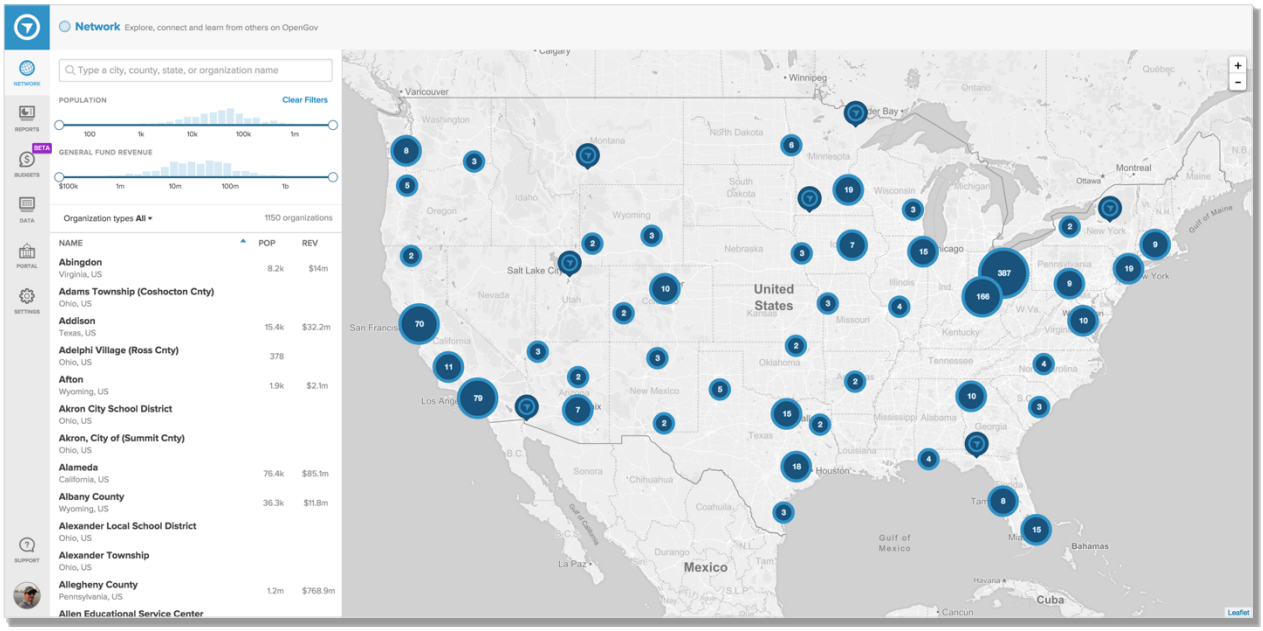


Solution Detail: Citizen Engagement

The OpenGov Citizen Engagement Solution enables governments to have a two-way conversation with residents, by communicating more effectively and gathering broad community feedback. This helps agencies design and execute budgets and strategic initiatives that are aligned with and informed by citizen expectations and needs, leading to better outcomes and strengthening public trust.

Capabilities

- Transparency and public communication
  - Interactive public reporting of financial and non-financial data
  - Transparency portal with custom URL and branding to organize and share information
  - Interactive, online story builder to add dynamic data tiles, images, videos, text, and other content
- Open town hall
  - Surveys, online forums, live meeting facilitation, and mobile “kiosk” mode to supplement feedback
  - Integrated geospatial, demographic, and other feedback analytics
  - Access to “Open Town Network” of public survey topics
- Managed CKAN open data portal
  - Publish a large variety of data types in a number of formats and visualizations
  - Access to OpenGov Solution Template Library
  - Bundled with certified CKAN extensions
  - Optimized themes and skins for portal
- Access to OpenGov Network™
- Patented technology to mirror a government’s Chart of Accounts and financial structure



Key Benefits

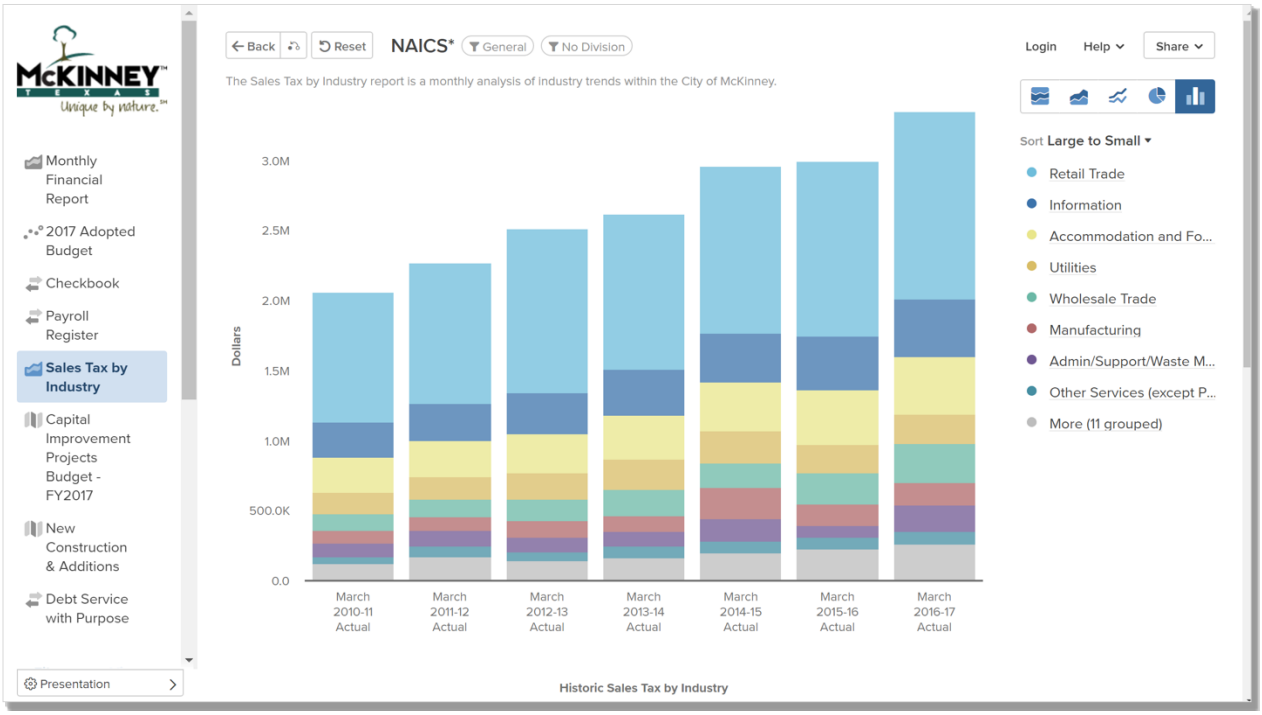
Despite the proliferation of publicly available data, many agencies struggle to effectively communicate with constituents. Many governments lack the tools to access, organize, collect, and publish information that the public can easily access and understand. And budget books, CAFRs, open data, and government websites are often confusing, if and when they reach the right audiences. Social media speeds the spread of misinformation and rumors, and many governments are reactive instead of proactive.

Makes Data Easy to Understand

OpenGov enables the presentation of complex financial, performance, and location data in an easy-to-understand and interactive online portal, allowing the public to explore information easily and reducing the number of public information requests that bog down administrators.

OpenGov has developed proprietary technology that mirrors any organization's financial structure and maps it to a visual reporting engine that takes the mystery out of multi-fund accounting. This allows curious citizens to drill into financial details without bogging down finance staff with ad-hoc requests.

OpenGov facilitates downloading data or exporting it to Excel as well as allowing any visualization to be exported as an image file.

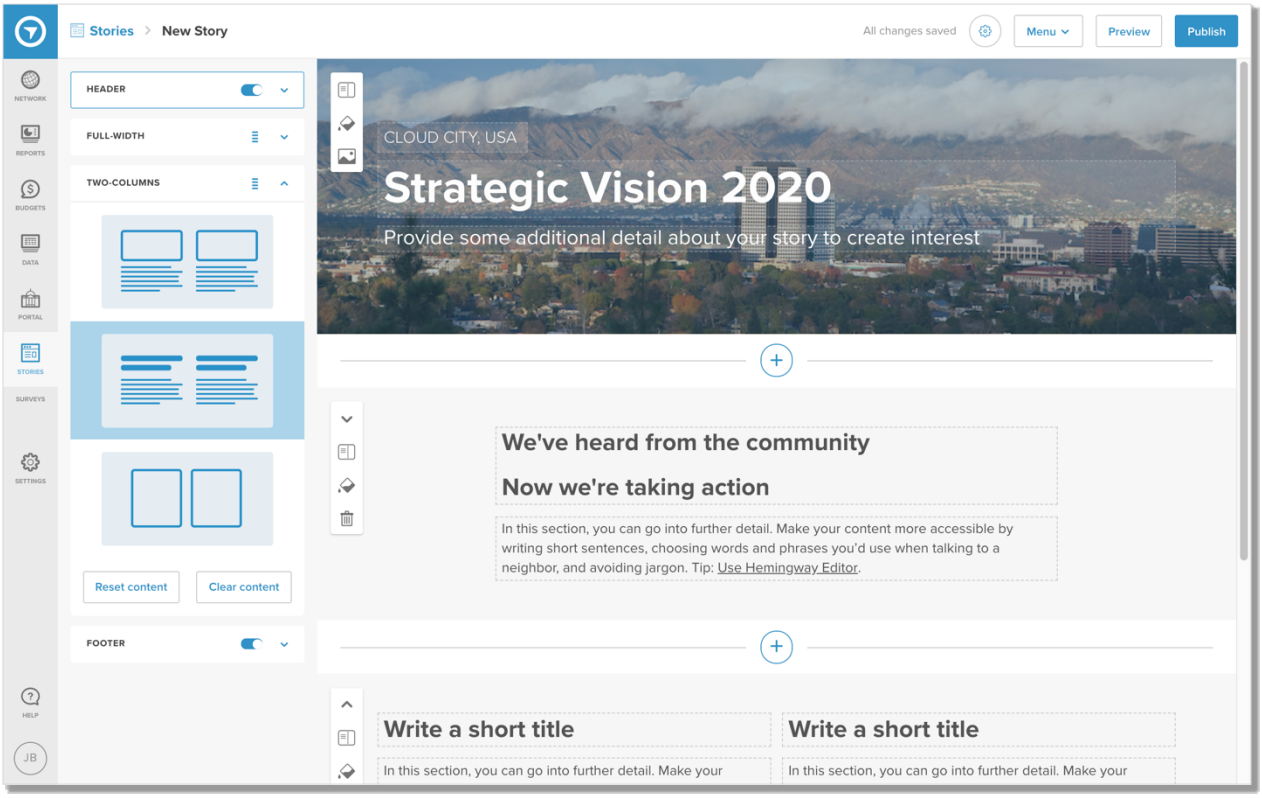


Provide Valuable Context

Interactive, online stories enhance data with images, maps, and narrative context to create content that's easy to understand and gets the word out fast. Compelling web pages can be built in a matter of minutes, without IT support, and published without the need for hosting or additional management.

Pages can be built with a simple drag-and-drop editor employing templates and modules that make content creation incredibly simple. Creators can change colors, font sizes, background images and more to make sure pages match the style of their government's website.

These interactive pages can be used to demonstrate progress on projects and strategic initiatives, improve community education and outreach, enhance council presentations, enable participatory budgeting, and add a public-facing component to a performance management initiative.



How our Streets Measure Up

Our shared vision for Cloud City is to provide attractive, safe streets and sidewalks in the neighborhoods where everyone wants to walk and bike for most non-transit travel. Here are our goals related to this mission and how we measure success:

1. **Reduce amount of DUI's each month**
2. **Reduce drug activity within downtown area**
3. **Respond to all critical reports in a reasonable amount of time**

How are we doing?

DUIs

5

Total in **Jun 2016**

TARGET Below 6 On Target

Updated 14 weeks ago

Downtown Drug Activity

43

Total through **May 2017**

TARGET Below 50 On Target

Updated 14 weeks ago

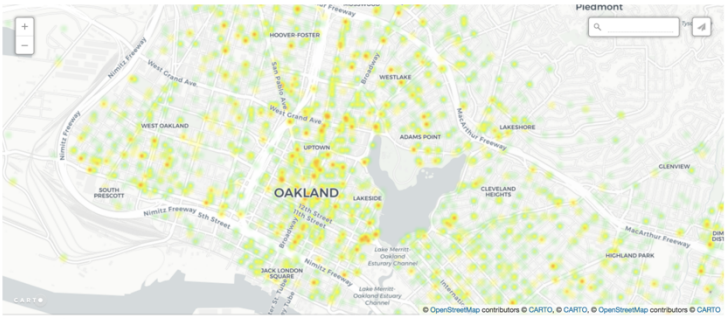
DUI Reports

Goal: Under **6** DUIs per month. More than **100** accidents last year were caused by drunk drivers.

Downtown Drug A

Goal: Under **50** drug incidents d
Year to date we are **on tra**

Cloud City Crime Map



Map created by Steve Peppile

Budget Performance

Overtime Spend
vs. Budget

$219,587.44

In Expenses of **$278,107** Budgeted Through **Sep 2017**

Updated 12 weeks ago

Public Safety Expenses
Historic Trends

$9,556,406

In Expenses of **$11,131,434** Budgeted (Prorated) in **2017**

Updated 3 weeks ago

Should police officers wear body cameras?

We want your feedback!

There has been active discussion amongst council for police officers to wear body cameras at all times.But we need your help in deciding if we should move forward.

Click here to voice your opinion

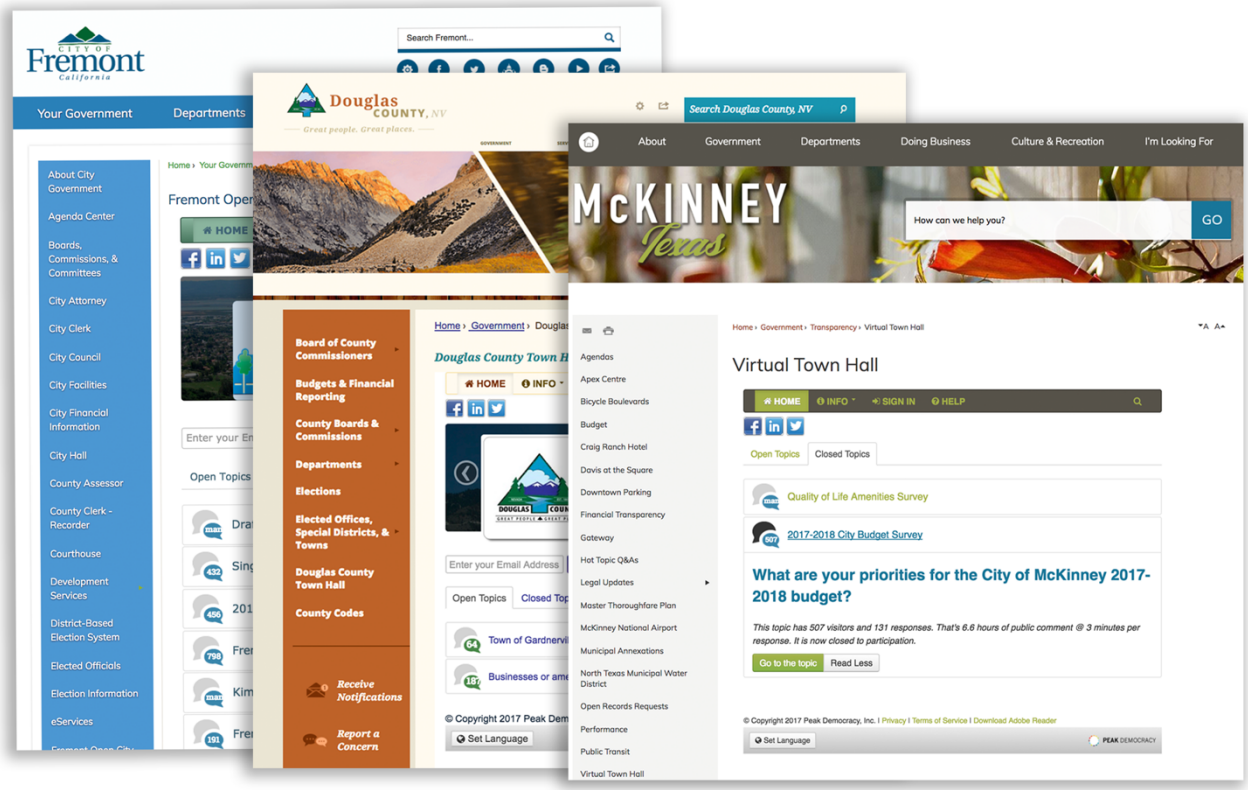
POWERED BY OPENGOV

Increase Public Participation

Traditional in-person engagement methods often provide limited and inadequate feedback. Public hearings are not inclusive or convenient enough for most people, especially in a time when people expect to interact online. And feedback collected at hearings is hard to analyze and understand and is often distorted by motivated interest groups.

OpenGov helps agencies collect broad feedback from more of the community by supplementing traditional methods with convenient online and in-person options, enabling governments to gather input from residents face-to-face, remotely, at home, or on the go.

Civility monitoring brings the decorum of public hearings to online forums, and built-in analytics helps identify outside influences and provides better insight into factors that would otherwise distort understanding of public opinion.



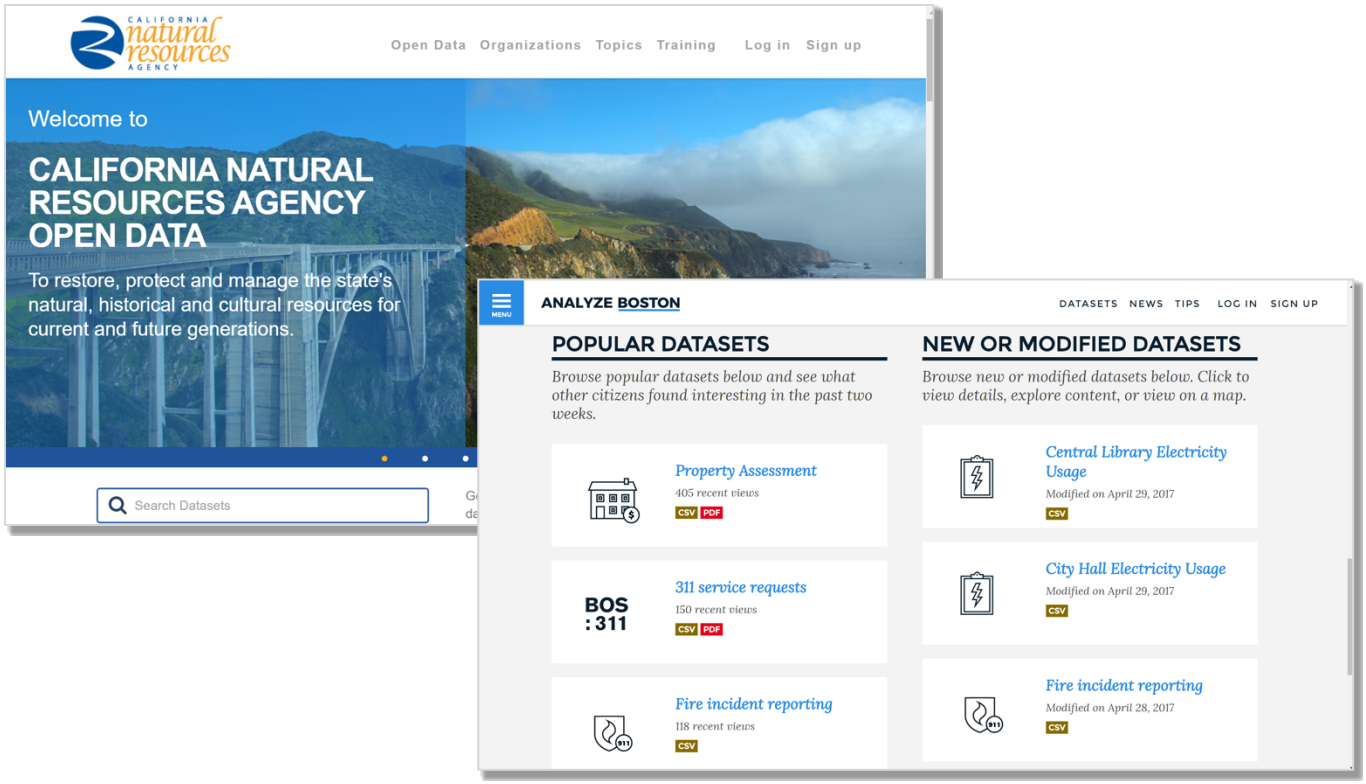
Leverage Your Public Data to Drive Innovation and Internal Value

Next-Generation Open Data built on open-source CKAN makes data useful, usable and used, and taps into a huge and growing ecosystem of developers that drive innovation to help solve big problems. It enables data to be treated as infrastructure, for cross-agency federation and governance.

CKAN is a next-generation data portal platform technology used by the largest data portals in the world, including Data.gov, Data.gov.uk, and the EU's Data Portal. CKAN enables open data portals to easily interact with one another, allowing each open data portal to build off and use the data collected on other portals. The world's largest data portals employ CKAN precisely because of CKAN's premier aggregation and sharing capabilities.

The OpenGov Open Data Portal™ can be customized to meet customers' specific needs. Uniquely, OpenGov's solution allows internal government developers to build on the open data portal if desired. While our competitors' proprietary portals rely on the software improvements of small internal groups of developers, OpenGov's portals, based on the open-source platform - CKAN, enable our customers to access improvements to CKAN made both from OpenGov developers and from CKAN developing organizations around the world. And, while most open data portals facilitate basic transparency, OpenGov will help you develop interactive visualizations and dynamic dashboards of your data, so the information on your portal is more than just transparent, but useful, usable, and used.

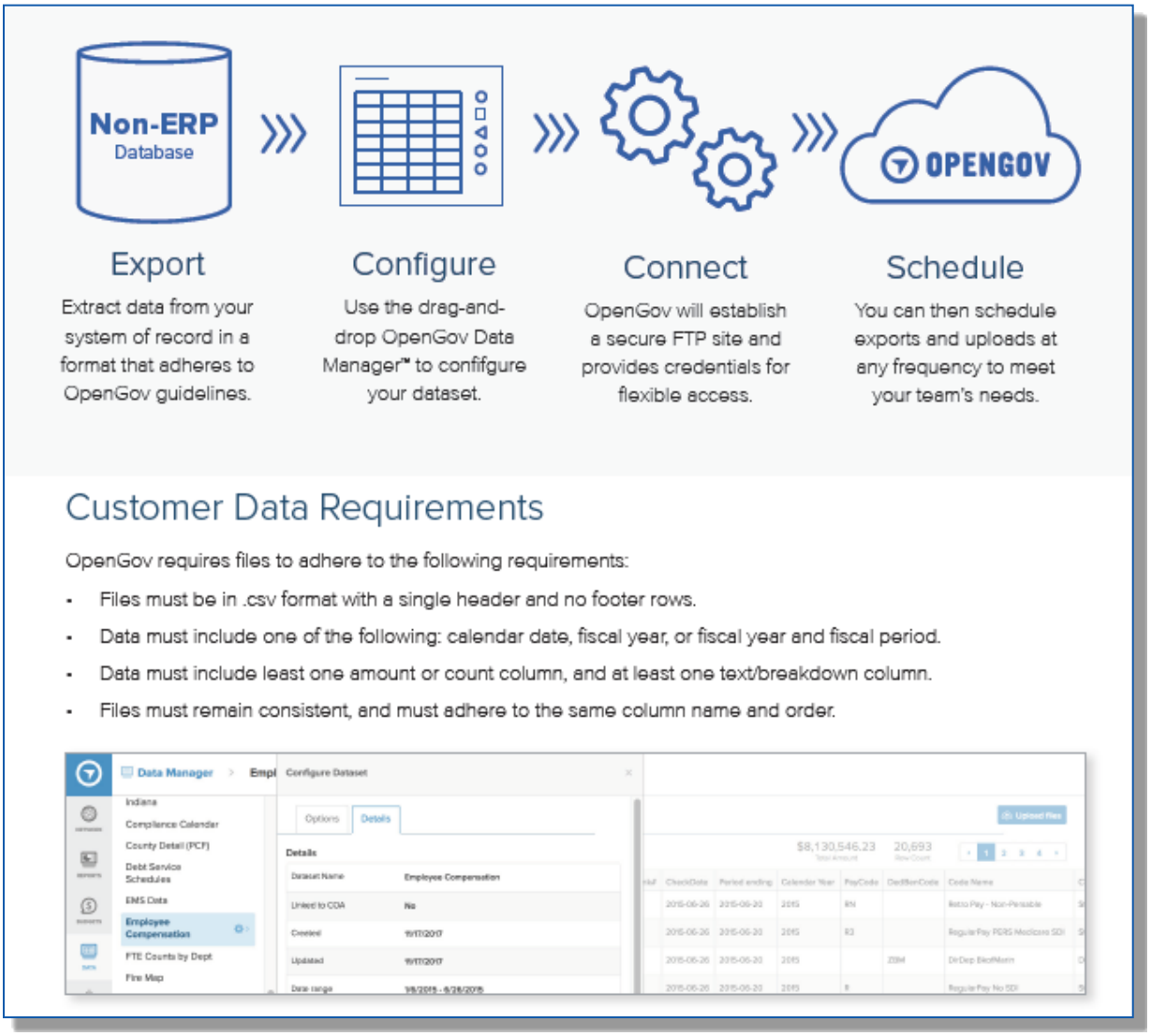
Importantly, our open data portal comes with an all-inclusive package, including the storage level that you need, the level of support and customization that you desire, and ongoing maintenance as necessary. We have structured our product to be all-inclusive because we believe that our customers should be able to budget predictably without unexpected hidden costs. Moreover, we do not charge our customers by the number of datasets they post on the portal because we believe our customers should be encouraged to use the portal and to nurture a thriving open data community.



OpenGov Data Solutions

OpenGov ERP Integrations™ makes it easy to connect your ERP to the OpenGov Cloud™. Automated data transfers cut the need for manual uploads, saving significant time. Direct integration shortens deployment times, maximizes time-to-value, and keeps data synchronized and conflict-free.

Non-Financial Integrations replace manual uploads with automated FTP transfers. A secure FTP site facilitates direct uploads to the OpenGov Cloud, saving time and improving data integrity. This encourages usage and unlocks the value of data by making it more available to everyone.



Standard Pricing

OpenGov's standard pricing consists of a flat, annually recurring fee for the associated software components, and a professional services component. Our professional services would include everything needed to ensure a successful launch: Design, Development, Integrations, Implementation, and Training. **OpenGov does not charge our customers based on how many datasets they post to our platform. As the project scales, we also do not charge extra based on number of users nor per server.** Rather, we charge a flat, annually recurring fee to encourage our customers to post as many datasets as they deem fit. OpenGov strongly believes that charging customers for posting datasets discourages the use of data portals and incurs large, hidden costs as the project expands. OpenGov believes Bay Harbor Islands will be best served by a technology partner whose pricing model allows Bay Harbor Islands to expand the data portal as they please.

The OpenGov Cloud	
Budgeting & Planning: Collaborative budget preparation - Budget book preparation & publication - Budget Reporting	
OpenGov Solution:	**Annual Price** *(5Y MSRP)*
OpenGov - Budgeting & Planning - Budget Builder	$15,072
OpenGov - Budgeting & Planning - WDesk Budget Book / CAFR	$4,675
OpenGov - Budgeting & Planning - Workforce Planning	$9,300
Operational Performance: Reporting & Analysis - KPIs & Performance Measures - Self-Service Dashboards	
OpenGov Solution:	**Annual Price** *(5Y MSRP)*
OpenGov - Operational Performance - Reporting & Analysis	$10,188
OpenGov - Operational Performance - Performance Measures	$5,603
Citizen Engagement: Public Reporting & Transparency - Interactive Story Builder - Online Surveys & Virtual Town Hall	
OpenGov Solution:	**Annual Price** *(5Y MSRP)*
OpenGov - Citizen Engagement - Transparency & Stories	$5,492
OpenGov - Citizen Engagement - Open Town Hall	$10,696
Additional Options: Integrations & ERP / Accounting System Connectors	
OpenGov Solution:	**Annual Price** *(5Y MSRP)*
OpenGov - Integration(s)	$3,000

*Standard pricing superseded by existing rates or special rates
**Standard billing terms are invoicing annually

OpenGov Deployment Services

Includes Set-up / Configuration, Expert Guidance, Training & Support.

Deployment Package:	Estimated One-time Fee
Budgeting & Planning - Basic - Prepaid Hours (Budget Builder / Budget Reporting)	$8,680
Operational Performance - Basic - Prepaid Hours (Internal Reporting & Analysis / Dashboards)	$6,820
Citizen Engagement - Basic - Prepaid Hours (Transparency, Stories, Open Town Hall)	$6.820

*Standard deployment rates superseded by any custom scope pricing

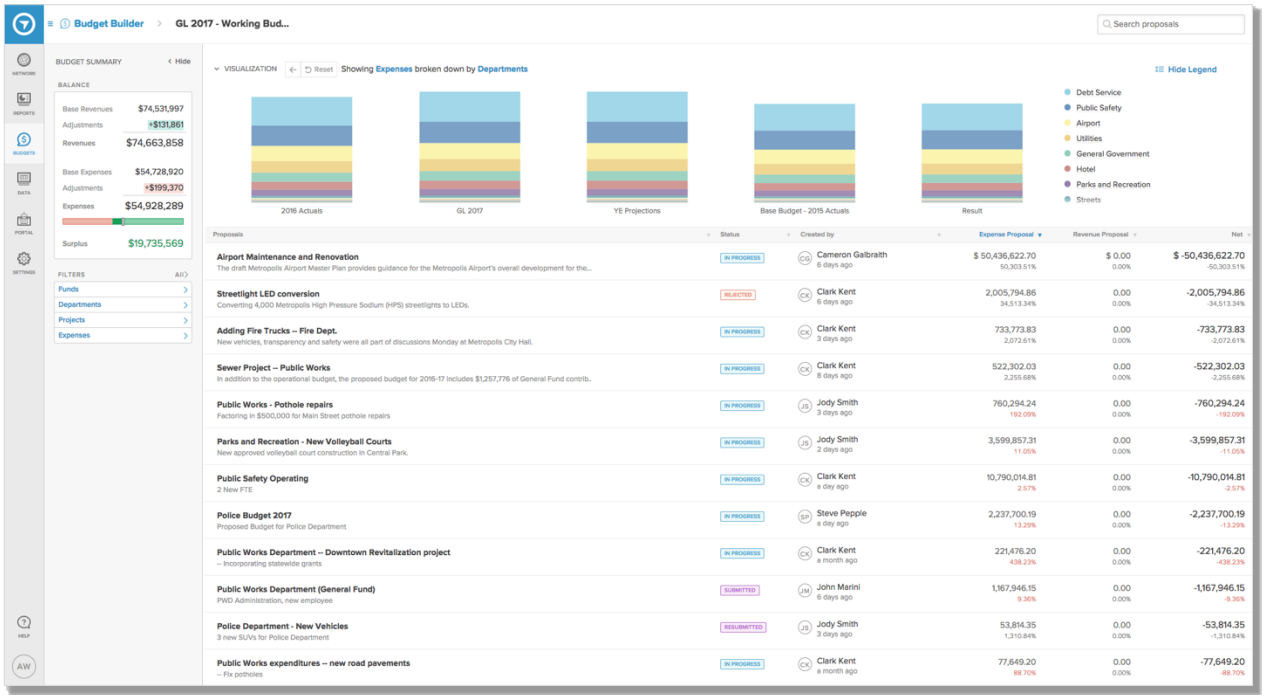
Appendix

Budgeting and Planning Overview

The OpenGov Budgeting and Planning Solution streamlines and transforms the entire budget process and facilitates collaboration between key stakeholders. It provides value at every phase of budgeting, from gaining insight into current performance, to improving collaboration on proposals and department requests, to easily publishing the final budget document.

Specific features and benefits:

- **Collaboration** is improved, allowing finance and budget owners to work together to make better budget recommendations. Adding proposed hires is easy for department heads with integrated workforce planning. A flexible, cloud-based architecture makes it easy to create multiple budget scenarios which leads to stronger decision making.
- **Oversight** is strengthened with a live budget summary, proposal status details, and an activity log that provides a virtual paper trail of all changes. Finance can easily review all proposed hires and review them against current and planned budget with powerful reporting.
- **Organization and workflows** are improved with budget proposals grouped by functional area, multiple worksheets per budget proposal, and support for unlimited proposal attachments in a variety of formats.
- **Insights** are improved with integrated budget reporting for performing historical analysis, reviewing changes, and sharing insights.

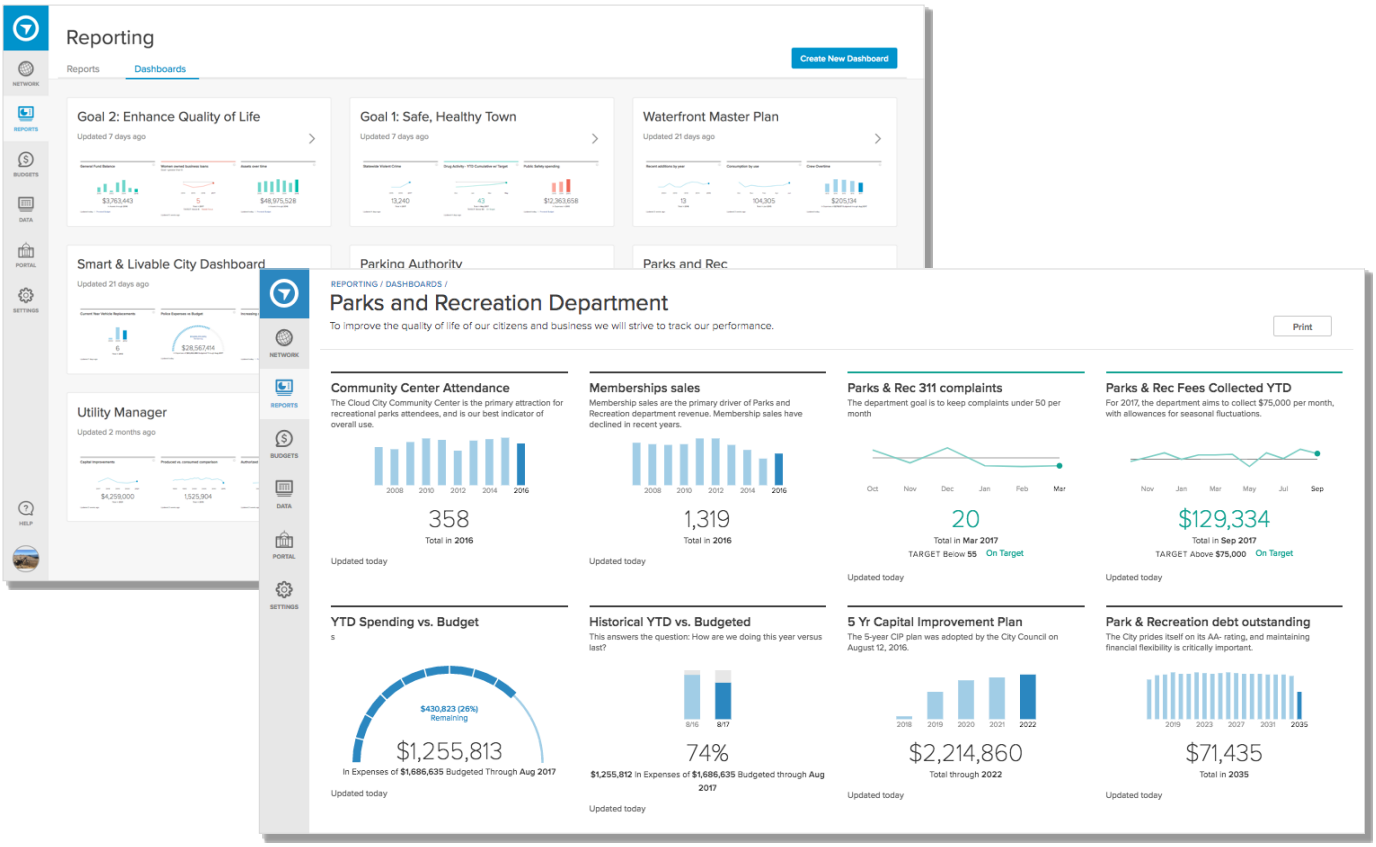


Operational Performance Overview

The OpenGov Operational Performance Solution allows organizations to make better, data-driven decisions, track progress on budgets and strategic initiatives, and improve outcomes through better alignment and internal accountability.

Specific features and benefits:

- **Decision making** is improved with visual reporting and data aggregation tools that unite financial and performance data in an easily accessible platform. This allow employees to run reports using a trusted data source, expedite report completion by empowering more people to access the same information, and allow non-financial personnel to dive-deep into your organization's data without having to re-query your financial and ERP systems.
- **Financial and performance reporting** is simplified with powerful Chart of Accounts mapping technology that enables easy General Ledger exploration and reporting, for faster insights and better oversight of spending and budget progress. Geospatial (GIS) and performance data is easily incorporated and compared to spending to put results in context and provide critical insights to every part of the organization.
- **Performance measurement** is simplified with easy-to-use, self-service dashboards that display key data points and KPIs, as well as alerts and notifications to help managers track progress towards goals. Goals and targets can be established to improve alignment and accountability, driving a high performance, results-oriented culture. Dashboards are printer-ready right out of the box, producing beautifully formatted reports that will streamline meetings and reduce manual extracts.

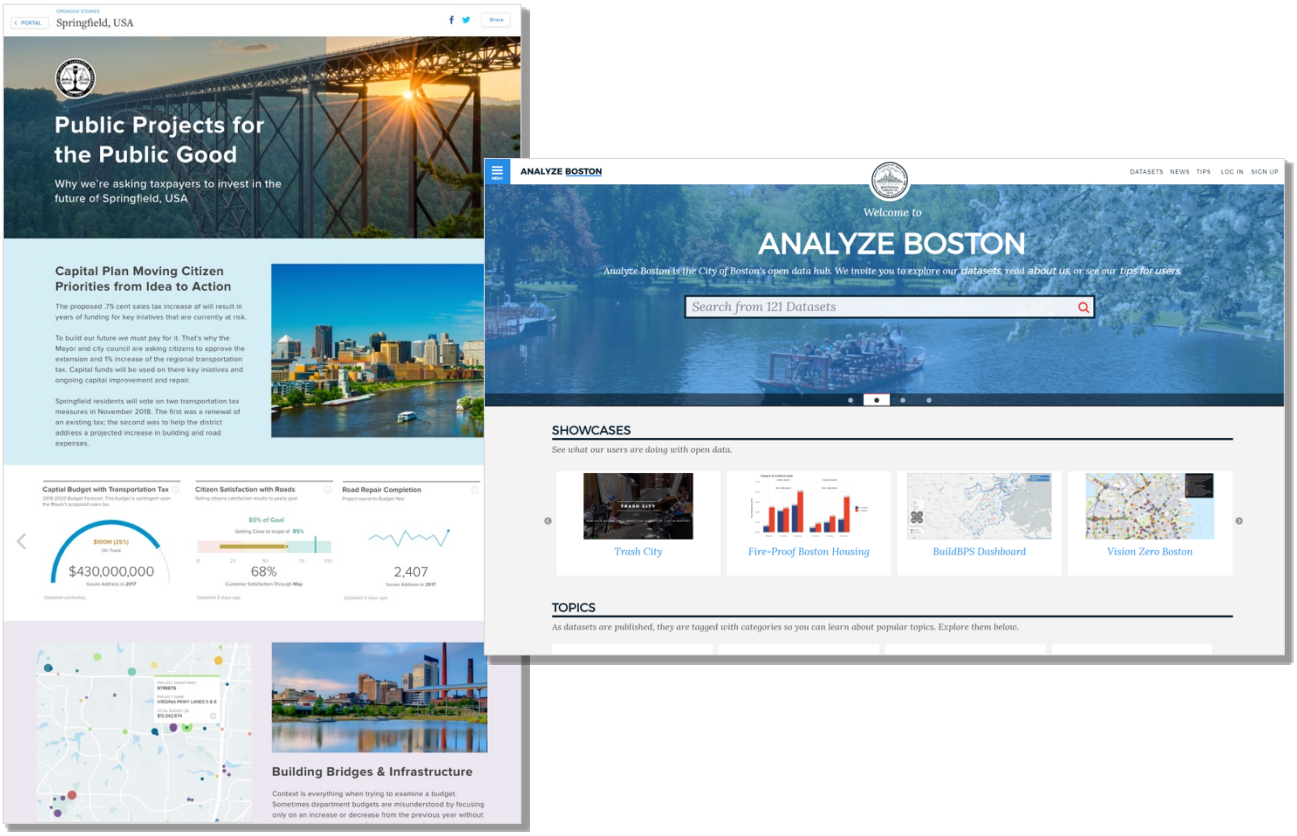


Citizen Engagement Overview

The OpenGov Citizen Engagement solution helps agencies effectively design and execute strategic plans and initiatives that are aligned with the community needs. This strengthens public trust and improves execution and outcomes. OpenGov reduces the amount of effort required to engage, with easy-to-use tools that simplify and improve how governments communicate *with* and collect feedback *from* their communities.

Specific features and benefits:

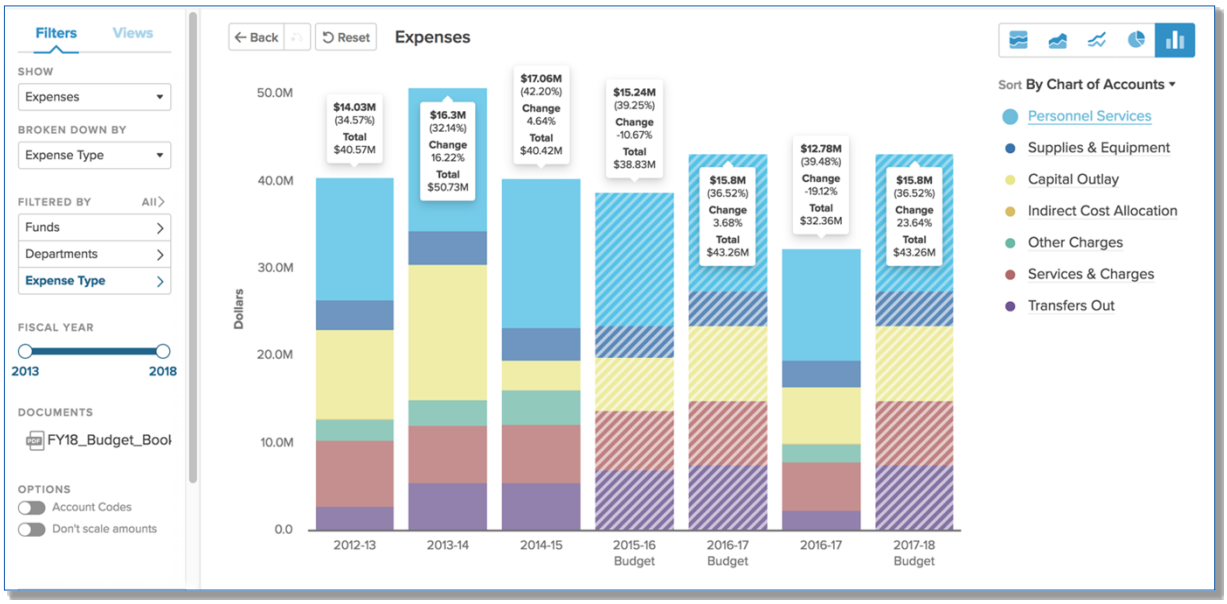
- **Accountability** is improved with pubic-facing transparency portals that transform raw data into charts, graphs, maps, and more.
- **Clear communication** with the public requires less effort using a simple, drag-and-drop page builder that combines your data with images, maps, and written narratives to put it in context and make it easy to understand.
- **Public participation** is expanded with inclusive and easily accessible online engagement tools that gather feedback from more residents. Civility monitoring, advanced filtering, and location-based analysis reduce undue influence of outsiders and activists, providing a high-quality and respectful community forum.
- **Next-generation open data** built on open-source CKAN makes data useful to everyone and taps into a huge and growing ecosystem of developers that drive innovation to collaboratively solve problems. Intuitive, interactive, and intelligent portals are useful, usable, and used, and help facilitate data sharing internally, between agencies, and with the public.



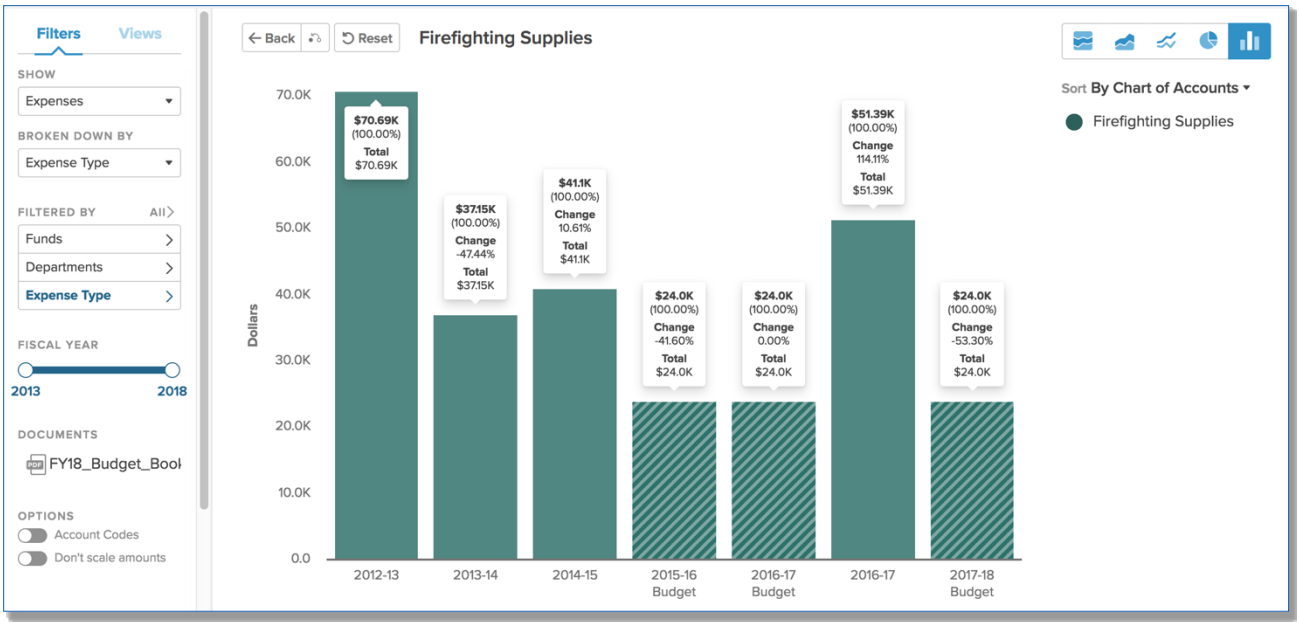
Sample Financial Data Use Cases

Annual GL Reports: "What is a 5-year trend on Overtime spending?"

Annual Report allows users to evaluate 'big picture' trends, perform multi-year analysis, and communicate budget plans by visualizing expenses, revenues, or both concurrently. Data can be broken down by Fund, Department, Activity, Division, Program, Unit, Site, Resource, or even Revenue Type and Expense Type. This allows for analysis across multiple funds, all the way down to a single object in your Chart of Accounts.

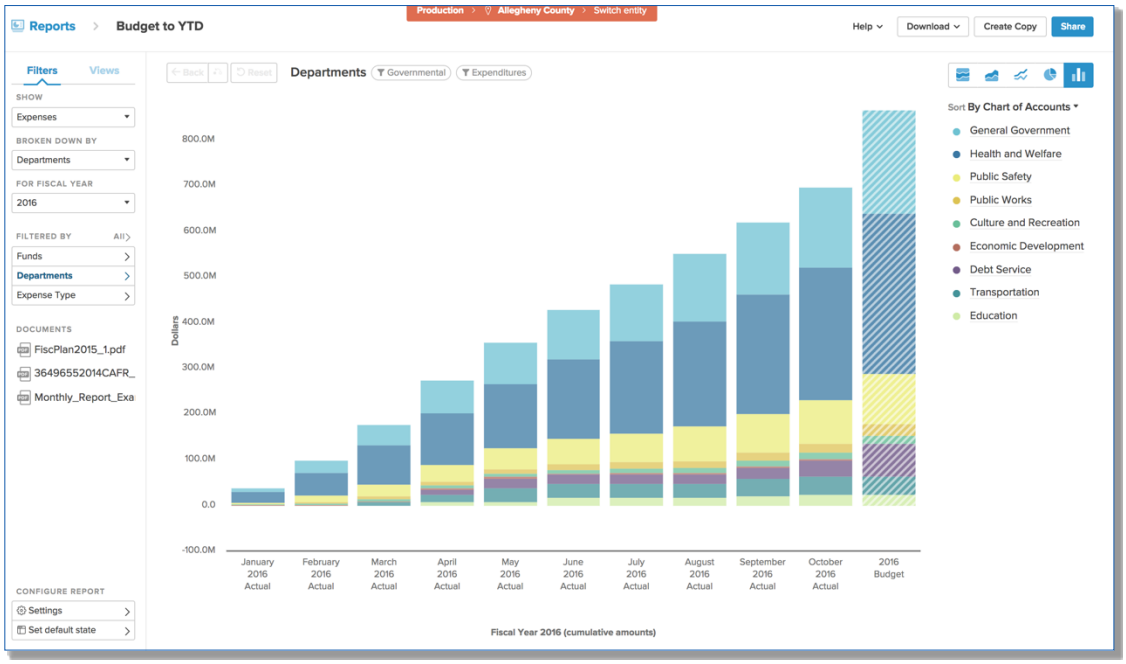


Users can click on the graph itself for deeper analysis (ex. money spent on Firefighting supplies)



Current Year Reports: "How am I performing compared to the Budget?"

The report below is a Year-to-Date Budget Report. This report displays current year information from January 2016 through October of 2016. Data can be broken down by Fund, Department, Activity, Division, Program, Unit, Site, Resource, or even Revenue Type and Expense Type. The report can also be configured to enable multi-year comparative analysis and calculates budget-to-actual variance automatically. These reports can be customized for different users, and automatically disseminated throughout the organization, eliminating the need for paper reports or manual pulls from your existing system.

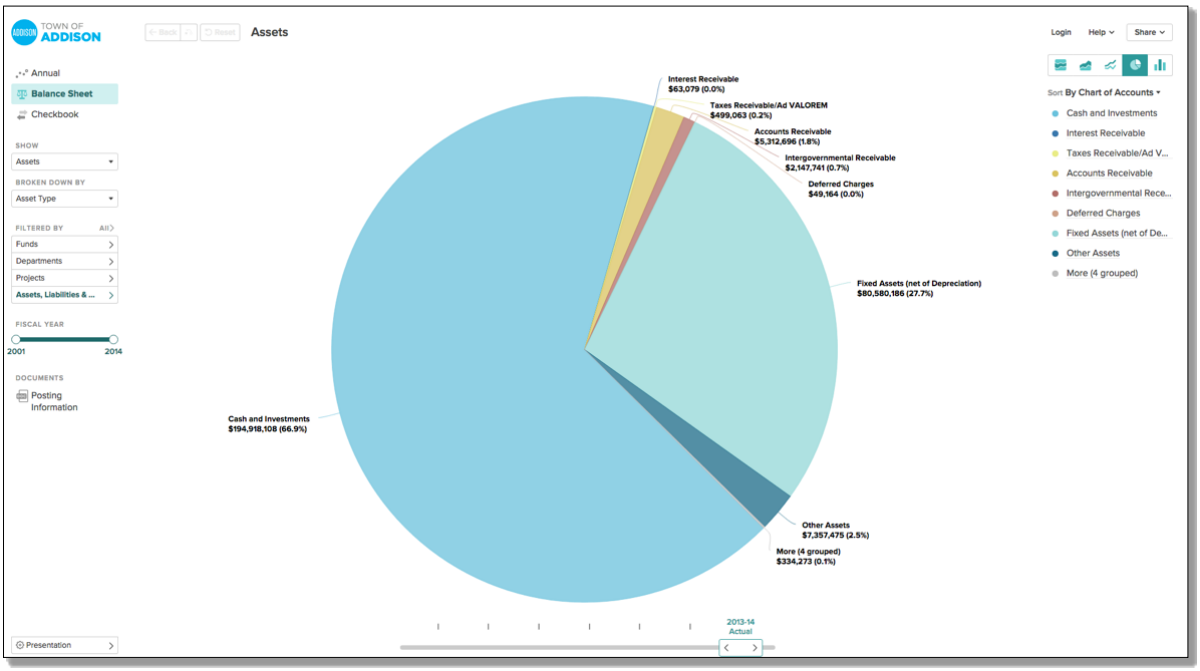


Additionally, raw data is available below each graph in a table format to be one-click downloaded into a spreadsheet, image, or table:

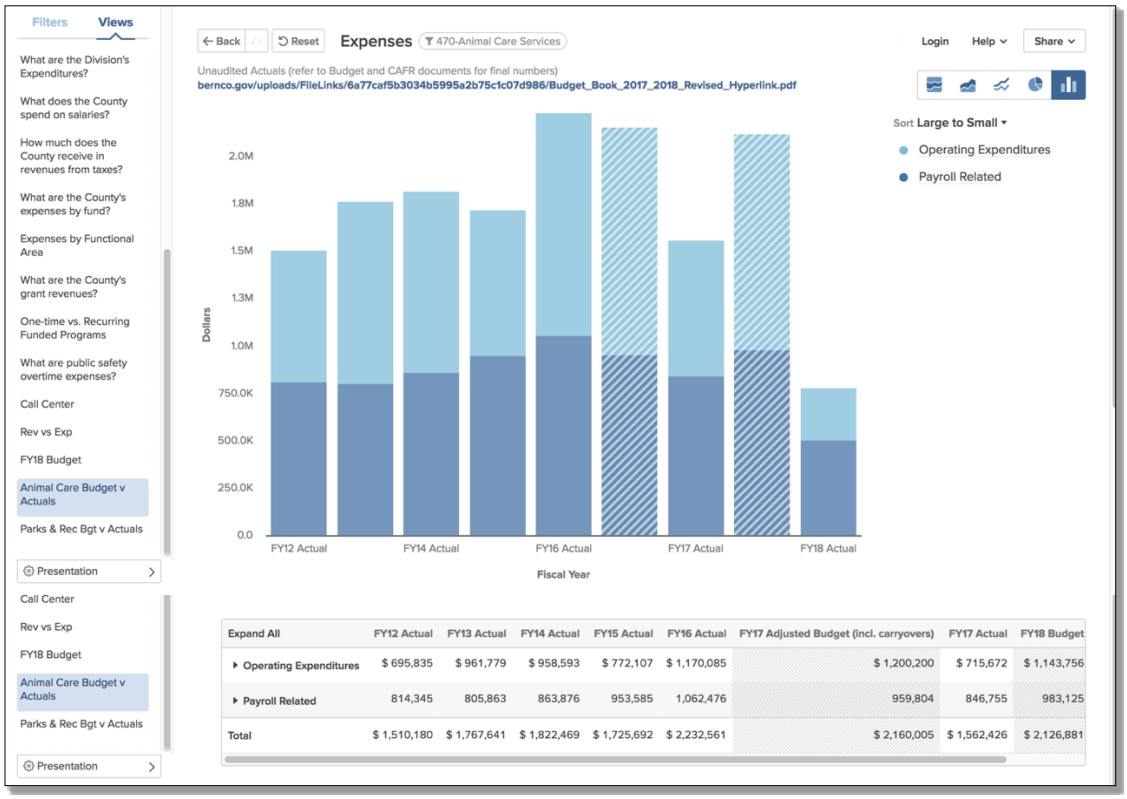
Collapse All	Actual	2012 Budget	2012 Actual	2013 Budget	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Actual
General Government	7,702	$ 193,720,588	$ 235,532,374	$ 212,782,100	$ 240,014,562	$ 216,465,880	$ 243,116,065	$ 222,258,354	$ 264,202,885	$ 225,457,447	$ 175,334,...
Health and Welfare	7,585	352,941,568	344,039,300	335,917,038	330,716,891	339,454,794	333,906,847	344,250,314	340,020,892	350,732,513	291,167,243
Public Safety	10,128	91,489,349	89,838,648	103,614,827	99,855,391	108,858,989	105,961,222	109,730,245	104,462,142	110,412,022	94,774,820
Public Works	8,904	35,182,627	32,425,827	19,520,427	25,316,941	28,065,908	26,020,250	22,539,765	21,764,313	25,586,596	20,201,541
Culture and Recreation	8,866	9,005,318	8,837,115	10,161,088	9,681,648	11,630,027	9,923,512	15,806,239	15,268,098	16,989,771	14,354,618
Economic Development	9,066	2,580,983	2,579,983	2,577,830	2,568,850	2,661,836	2,661,836	2,750,717	2,748,052	485,000	2,893,200
Miscellaneous Agencies	9,066	2,580,983	2,579,983	2,577,830	2,568,850	2,661,836	2,661,836	2,750,717	2,748,052	485,000	2,893,200
Misc Agcy-RAAC-Econ Dev Fd	51,591	2,300,983	2,300,983	2,289,870	2,289,870	2,276,836	2,276,836	2,265,717	2,265,717	0	2,428,663
Misc Agcy-Alleg Counc Govts	0,000	60,000	60,000	60,000	52,500	60,000	60,000	60,000	60,000	60,000	37,500
Misc Agcy-Allegh League Muni	0,000	120,000	120,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Vacant Property Review Board	7,476	100,000	99,000	102,960	101,480	200,000	200,000	300,000	297,335	300,000	302,037
Debt Service	2,056	55,230,976	62,879,517	73,746,009	75,024,482	60,326,221	63,029,079	73,017,375	72,517,284	71,650,650	35,261,506
Transportation	8,699	27,668,700	27,668,700	29,168,700	29,168,699	35,062,390	35,062,389	36,332,188	36,332,188	38,966,183	38,965,493

Balance Sheet Reports: "What is our Fund Balance/Cash Balance through June?"

The Balance Sheet Report visualizes a government's Assets, Liabilities, and Equities. This allows you to easily provide updates on your cash and investments to stakeholders or auditors. It also allows you to easily visualize the balance in each of your funds.



Below is an Animal Care Budget v. Actuals Report from Bernalillo County, NM



Expand All	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Adjusted Budget (incl. carryovers)	FY17 Actual	FY18 Budget
Operating Expenditures	$ 695,835	$ 961,779	$ 958,593	$ 772,107	$ 1,170,085	$ 1,200,200	$ 715,672	$ 1,143,756
Payroll Related	814,345	805,863	863,876	953,585	1,062,476	959,804	846,755	983,125
Total	$ 1,510,180	$ 1,767,641	$ 1,822,469	$ 1,725,692	$ 2,232,561	$ 2,160,005	$ 1,562,426	$ 2,126,881

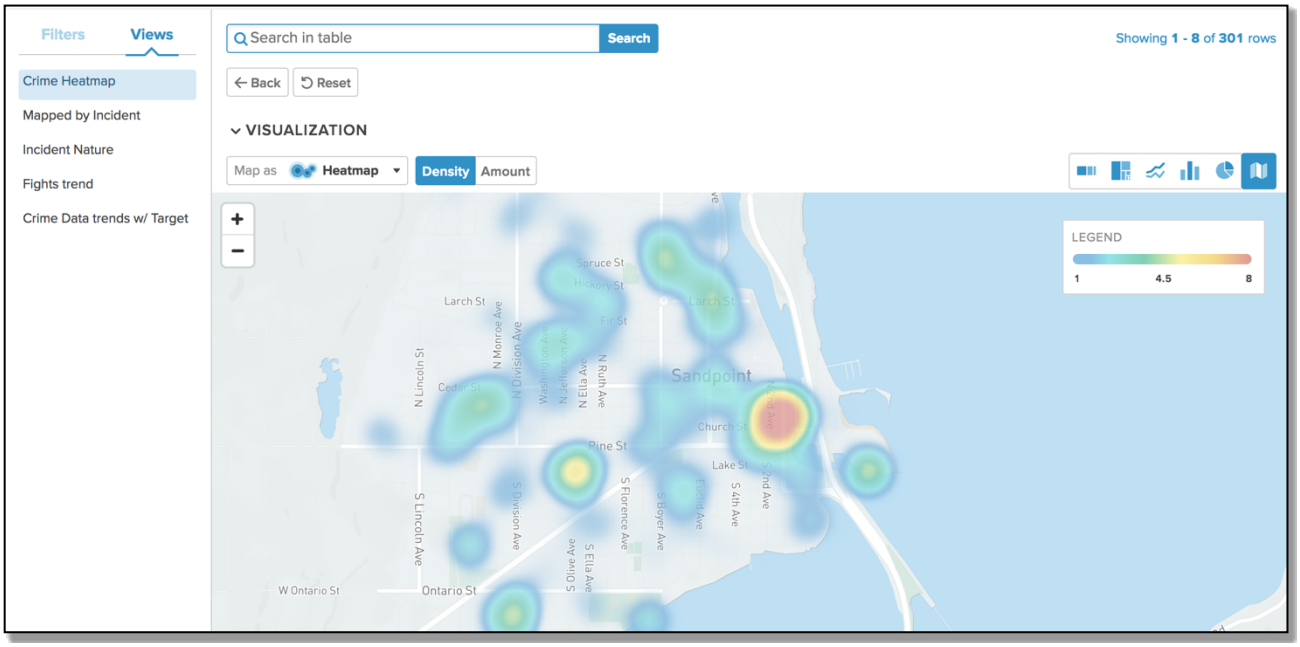
Sample Performance and Non-Financial Data Use Cases

Performance / Non-Financial Reports: "How are non-financial operations performing against goals and objectives?"

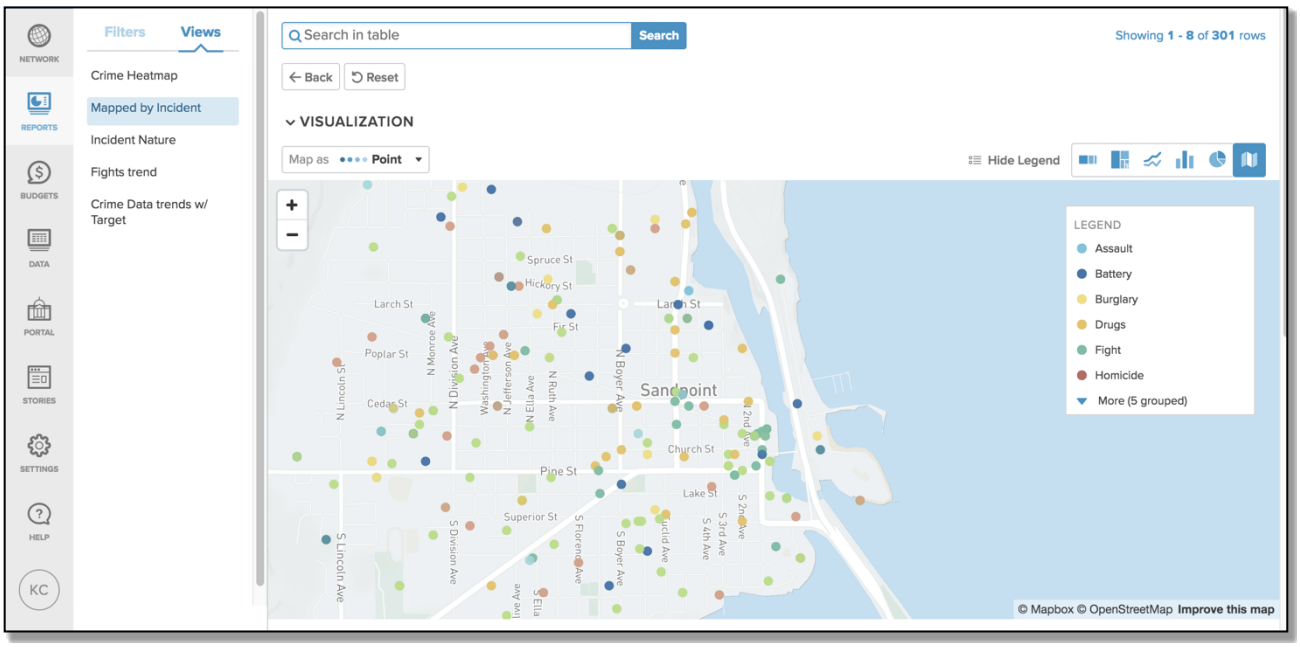
Visualize any non-financial data (ex., jobs created, infrastructure investment progress, school results, public sector employee diversity, patient progress through hospital emergency departments, etc.) using advanced tabular reports and visualizations.

Mapping Capabilities:

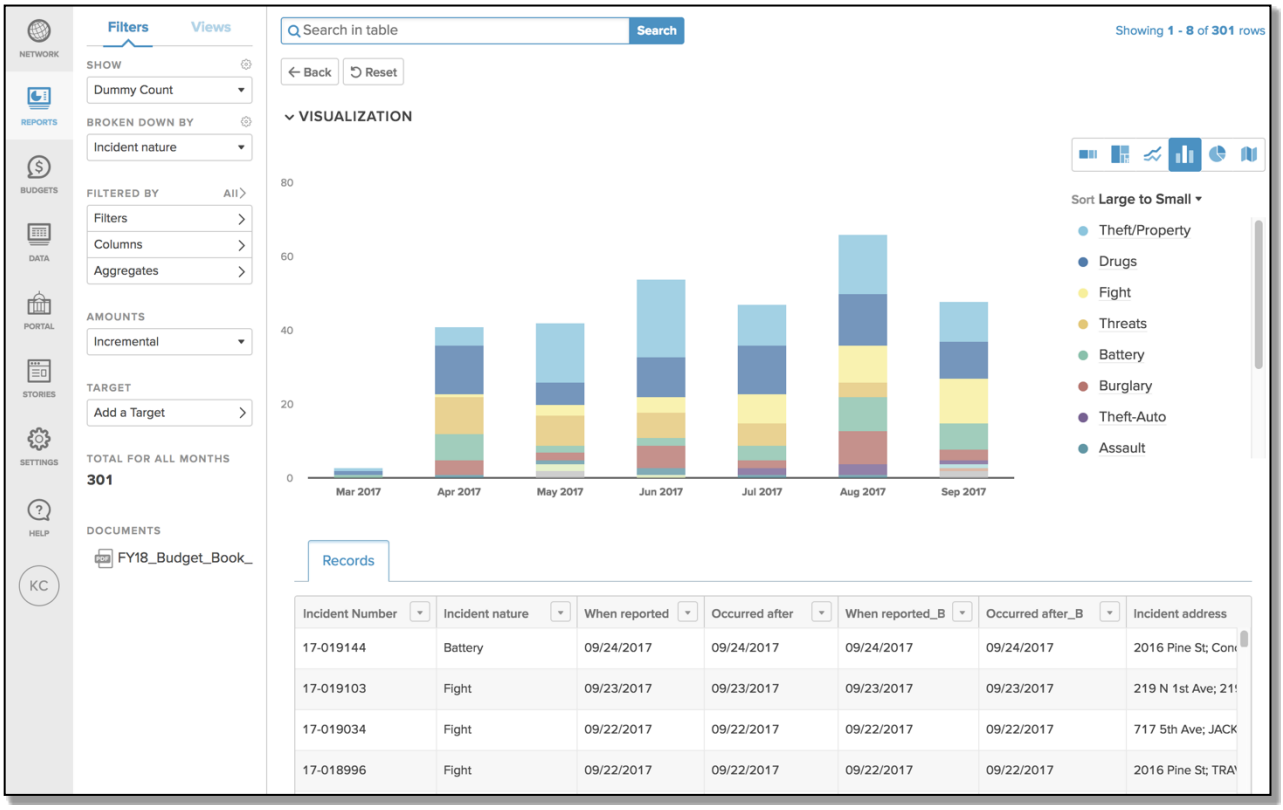
Crime Heat Map



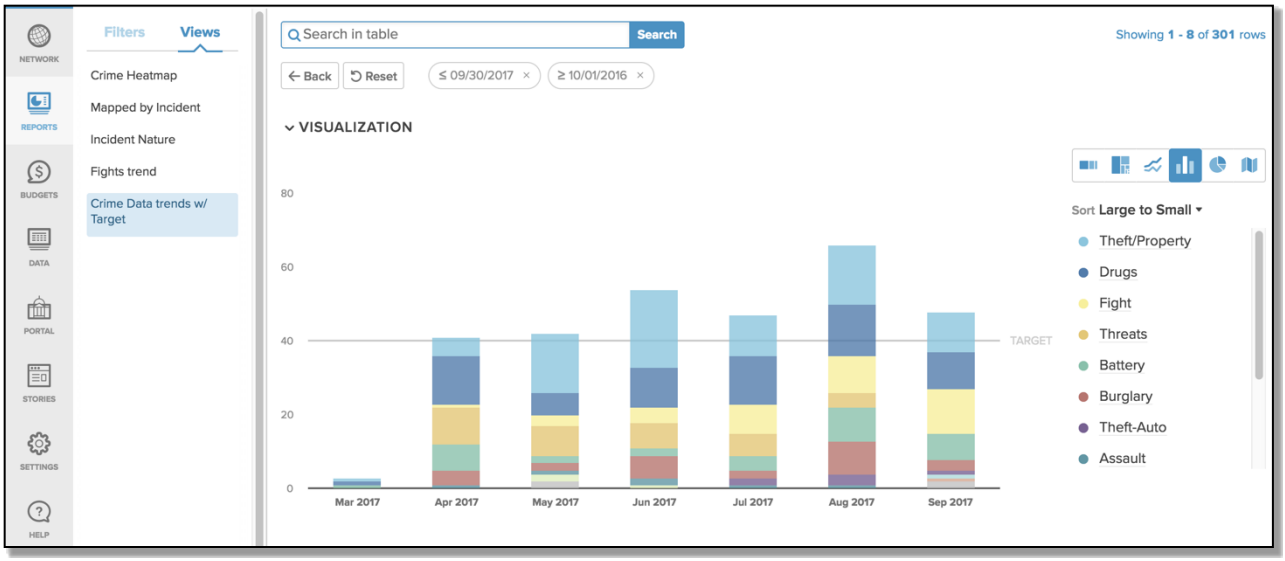
Crime Mapped by Incident



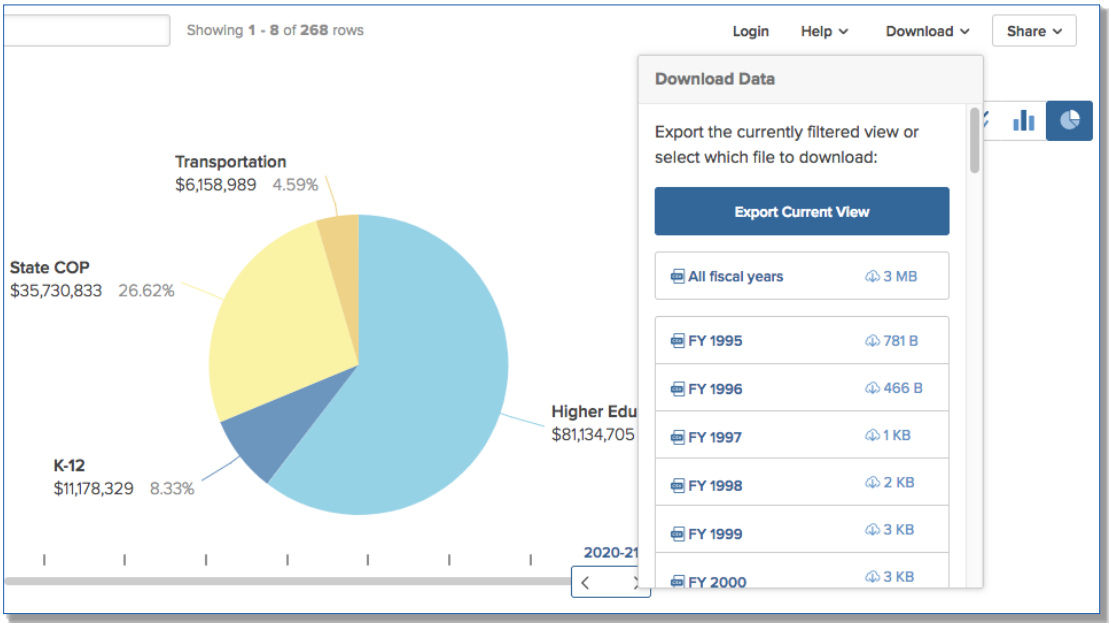
Crime Incidents by type shown month-over-month



Crime Incidents by type shown month-over-month with a target set by the City

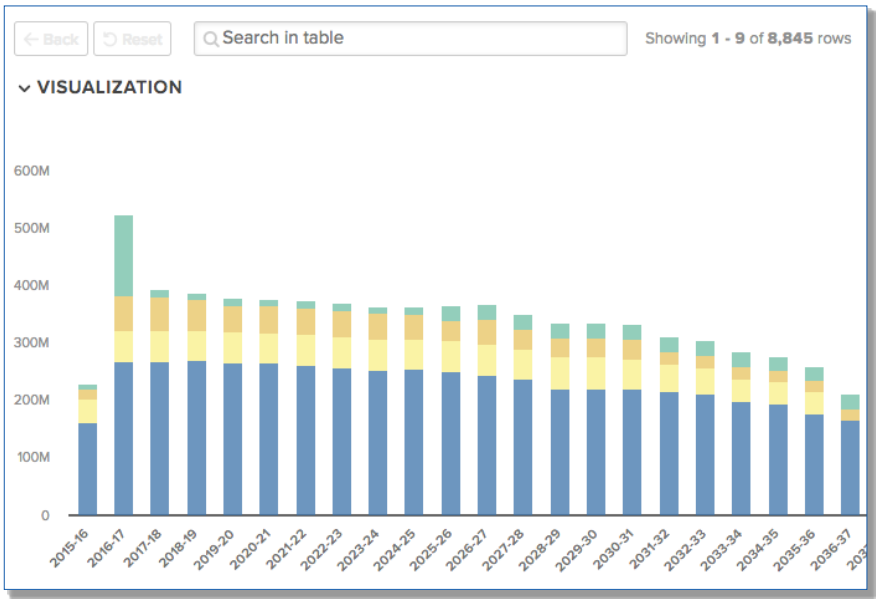


Exporting: OpenGov's solution will allow users to export data sets and selections of data, via filters to excel formats.

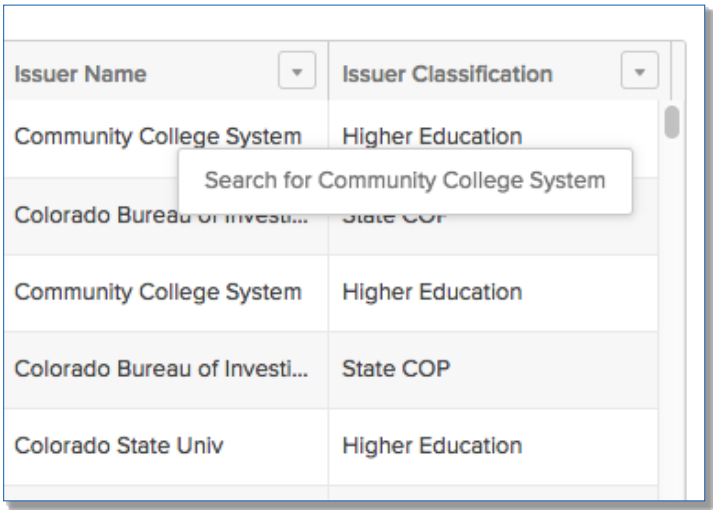


Social Media Sharing: OpenGov will allow the City to share reports and visualizations via email and social media. OpenGov has direct share buttons for Twitter, Facebook, and Google +, and a button to easily share reports via email. Unique URLs can be shared via additional channels to direct traffic to reports, share information across the enterprise and achieve your communication objectives.

Search Functionality: OpenGov's solution is searchable by field type. In the following image, you can see the "Search in table" field where you can input your search value and the data will instantly update.



Additionally, one can click directly in the data table to search and organize data by any field type. Below is an example of how a user can click on a value like "Community College System" and search/visualize all values with that categorization.



AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 2.

ITEM: Consideration and **Approval** of a request for appointment to the Parks & Recreation Committee. The Committee currently has one vacant seat. Enclosed is a copy of Ms. Milberg resume.

DESCRIPTION:
On February 27, 2019, The Town received notification from Committee Member Johnathan Macy formally resigning from the Parks & Recreation Committee. At the present time there is only one vacant seat for this committee.

Ms. Milberg submitted her resume on January 11, 2019 and requested that she be considered for appointment, if a vacancy became available for the Parks and Recreation Committee.

Staff requests Town Council input as to whether to advertise for more participation or consider the appointment of Ms. Milberg.

Enclosed is a copy of Ms. Milberg resume.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Marlene Siegel, Town Clerk

ATTACHMENTS
1. M. Milberg - Park & Rec Committee

Marlene Siegel

From: Marjorie L. Milberg <mmilberg@me.com>
Sent: Friday, January 11, 2019 4:35 PM
To: Marlene Siegel
Subject: RE: Parks & Recreation Committee
Attachments: ATT00001.htm; mlmcvitae62018.pdf; ATT00002.htm

Good Afternoon, Marlene

I am interested in serving on the Parks and Recreation Committee for the Town of Bay Harbor Islands. Attached is my curriculum vitae.

If you have any questions, please feel free to contact me.

Kind Regards,

Marjorie

Marjorie L. Milberg
mmilberg@me.com
305 788-0831

Total Control Panel Login

To: msiegel@bayharborislands-fl.gov Remove this sender from my allow list
From: mmilberg@me.com

You received this message because the sender is on your allow list.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Marjorie L. Milberg

mmilberg@me.com

305 788-0831

Curriculum Vitae

Education

Miami Beach Senior High School
Boston University School for the Visual Arts
University of Miami
Bachelor of Fine Arts, Graphic Design
Study focus on color and typography with a minor in Art History.

Career Summary

Winner, Logo Design *Arango Toy Design Competition "Child's Play"*

Designed: Logo, catalog and installation graphics for the first *Arango Toy Design Competition "Child's Play"* Lowe Art Museum, University of Miami and The Smithsonian Museum, Washington, D.C.

Roy Lichtenstein exhibition catalog; Leo Castelli Gallery, New York.

Design workshop to implement a signage system for the *University of Miami*;
Color choice, typography and directional arrow design for the entire system.

Creative Direction/Corporate Identity/ Advertising
The Last Word, Mayfair-In-The-Grove – Winner, *Addy Award,* Miami Advertising Federation, Letterhead

Mayfair-In-The-Grove Merchant's Association – Winner, Creative Direction, Advertising Campaign, *Canny Award, Miami Herald*

Logo/Drawing/Concert Program Design in honor of *Luciano Pavarotti*
Greater Miami Opera – *An Evening with Luciano & His Friends*

Advertising Coordinator for Special Events for all *Burdines of Florida Department Stores,* a member of Federated Department Stores.

Creative Director, Marketing and Advertising; *Bodyworks/Parallel Bar* and *Fitness Trends International,* South Miami, Florida.

Publisher, *Miami-Dade County Medical Association Annual Directory*

Publisher, Creative Direction, Copywriting; 1988-2010 *Miami Beach Chamber of Commerce Annual Residential Guide, Bi-Annual Visitor Guide and Annual Dinner Gala Program Book*

Creative Direction for Annual Holiday Menus, *Fontainebleau Hotel & Resort*, Miami Beach, Florida.

Creative Direction, Logo Design, Branding, Media Kit for the independent movie, *Dream House* starring Justin Theroux

Creative Direction, Original RFP Design, Corporate Marketing Strategy and Identity, Copywriting, Advertising, Collateral Material Design, establishing and enforcing guidelines for the Corporate Brand, *Boucher Brothers Management*, beach concessionaires for the City of Miami Beach, Florida

Creative Direction: 2000 – 2008 Corporate Marketing Strategy, Branding and Identity, Store Concept and Design, Pop Up Store Concept, IAADFS Booth Design 2005, 2006, 2007, Display Design, Copywriting, Advertising, Collateral Material Design, Display Design, Product Packaging and Presentation, Product Development, Exhibition Design, Corporate Re-Branding, Establishing and enforcing guidelines for the Corporate Brand, Signage and Graphics Design for Exterior and Interior; *Bijoux Terner, Luxury at $10** Miami, Florida

*(After re-branding in 2001, by 2007, Bijoux Terner had 495 travel retail locations. Its meteoric global expansion spanned 5 continents, included train stations, airports, resorts, casinos and 100 cruise ships. The company's re-branding and its success was evidenced when it sold in 2007, for 90 million dollars to Arcapita.)

2004 *Frontier Magazine Highly Commended Award, Winner,*
Specialty Retail Concept of the Year

2007 *Frontier Magazine Award, Winner 2nd Place,*
Jewelry Category

2008 *Frontier Magazine Award, Winner 2nd Place,*
Jewelry Category

Creative Direction: 2005 - 2018, Corporate Marketing Strategy and Identity, Copywriting, Advertising, Collateral Material Design, Establishing and enforcing guidelines for the Corporate Brand; *Horwitz Dermatology*, Aventura, Florida

Social Media Director: 2017- Present, *Vista Memorial Gardens*

References furnished upon request.

AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 3.

ITEM:

Approval of the following Meeting Minutes:

a. October 10, 2018 - Public Hearing
b. November 13, 2018 - Regular Council Meeting

DESCRIPTION:

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Marlene Siegel, Town Clerk

ATTACHMENTS
1. 10-10-18 PH DRAFT
2. 11-13-18 reg DRAFT

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A PUBLIC HEARING

Minutes of a Public Hearing held by the Town Council was held on Monday October 10, 2018 at 6:34 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

At this time item # 2 was taken out of order.

PUBLIC HEARING 2

Item 3. Public Hearing for the purpose of hearing any public comment with respect to an application for variance from Sections 23-12 (15)(b); 23-12(15)(e); 23-12(15)(g)(i) and 5-19.2(b) in order to renovate and expand an existing home located at 10000 West Broadview Drive. Enclosed is a copy of the variance application, site plans, and supporting documents

Town Attorney Simone briefly explained that the request for a variance for the reference property was to renovate and expand an existing home. The project contractor did not built to approved plans and the homeowners were requesting variances that would address the setbacks, roof eave and the additional concreate for ADA purposes. He added that the residence did not have a certificate of occupancy and the home owner has addressed the landscaping as requested by staff.

Attorney, Ethan Wasserstein came forward and explained that the client hired a contractor to renovate the home and construction commence. There were minor modifications to the home renovations to which the contractor did not have approval for. He explained that the property owners were requesting the following variances:

1. Roof overhang, built extra 1 foot on the north, south and east side.

2. Side walkways encroach into the setbacks on the north and south side.

3. Pool deck was built 6 inches higher than allowed for ramping purposes.

4. The driveway was constructed on the side setback with additional space for the homeowner accessibility.

Assistant Town Attorney Simone clarified that the property has open code cases with fines that will continue to run until compliance was met or a variance / decision was granted.

Vice Mayor Fuller asked if it was the Town Attorney suggestion for a condition to retrofit the property if there was a change of ownership.

There was a brief discussion to way the variances were granted; side walkways encroachment to be retrofitted if property was sold; property owners mobility issues; code fines would be subject to the litigation committee; property drainage issues; special master imposed a 50% reduction on the total

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amount of the fines; flood report for the next door home; and conditions subject to approval of the variances.

Town Attorney Sherman stated that the variance could be granted with condition that such variance would cease upon the property owners death or if there was a change of ownership.

Attorney Wasserstein stated that the property owner was willing to work with the Town so there are no drainage issues.

ACTION: Council Member Leonard made a motion to approve the variances subject to the following conditions:

1. Covenant running with the land on the side walkways until Anthony and Robyn Seiden are no longer the property owners. New property owners will have to revert back to current code

2. Satisfactory resolution of the special master proceedings.

3. Building Official sign off.

Vice Mayor Fuller seconded the motion and it passed by unanimous poll vote.

PUBLIC HEARING 1

Item 1. Public Hearing for the purpose of hearing any public comment with respect to an appeal filed by Pro-Nan X, LLC / Mr. Prosper Mamane, regarding the September 4th, 2018 planning & Zoning Board decision to deny the site plans submitted to construct a new two-story single family residence located at 9955 West Broadview Drive.

Town Attorney Simone briefly explained that the proposed project to construct a two-story single family home came before the planning & zoning board twice but were denied at the September 4th, 2018 Board meeting. The board provided suggestions on how the home could be broken down and they felt applicant did not utilize the lot to best fit the neighborhood. The board comments suggested the home was not compatible and did not fit with the surrounding homes.

Attorney Richard Kroop came forward representing the property owners. He explained that the proposed home was being built for his family, the owners have several properties in Bay Harbor Islands. The proposed project has met all of the Town Code requirements for submittal.

Assistant Town Attorney Simone clarified that the owner was giving the opportunity to make changes to home as the Board suggested. The Board suggestions included several ways to break up the massing and how to creatively soften the facades.

PUBLIC COMMENT

Kathleen Kennedy, 9180 W, Bay Harbor Drive, came forward came forward and was in favor of the proposed home.

Joyce Green, 1360 95 Street, came forward and felt that the homes being built are too massive and stated that there was a reason why the home was not approve.

Alina Mizrahi, 1330 95 Street, came forward and stated that there was a similar home that was built next to her home and it felt as it was too massive. She was not in favor of the proposed home.

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Vice Mayor Fuller asked for staff to follow up on the home next door to Ms. Mizrahi with regards to drainage.

CLOSED PUBLIC COMMENT

Assistant Town Attorney Simone stated the applicant options, should the Town Council denied the appeal they can move go to Circuit Court or they could design a brand new site plan and submit an application to the Planning & Zoning Board.

Item 2. Approval or Denial with respect to the appeal filed by Pro-Nan X, LLC / Mr. Prosper Mamane regarding the September 4th, 2018 Planning & Zoning Board decision to deny the proposed two-story single family residence located at 9955 West Broadview Drive. As required by Section 5-23.1(4)(b) of the Town Code, the Town Council shall determine to whether grant or deny the appeal.

ACTION: Council Member Leonard made a motion to approve the proposed home. There being no seconded item was denied.

The Planning & Zoning Board decision to deny the proposed site plan as submitted was affirmed.

There being no further business to discuss meeting was adjourned at 8:40 p.m.

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MAYOR

ATTEST

_____

TOWN CLERK

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MINUTES OF A REGULAR MEETING
TOWN OF BAY HARBOR ISLANDS

A Regular Council Meeting of the Town Council was held on Monday, November 13, 2018 at 7:00 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:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

Item 1. Report on the Town investment performance by Mr. Charles Sachs of BNY Mellon.

Item 2. Legislative Report - Dave Caserta.

Lobbyist Dave Caserta, congratulated Juan Carlos Jimenez as the new Town Manager. He would like to welcome any new ideas from the Town Council. There are many issues that are being discussed by the legislature such as vacation rental and sanctuary cities discussion.

Council Member Reid would like a follow up on the vacation rentals. The Town currently has legislation on the regulation for vacation rentals.

Council Member Tricoche would like an update on home rule and how it could affect us and she would also like for the Town to be able to obtain funds for the sewer lining.

Council Member Salver would like a feedback on small communication and cell phone towers.

Council Member Leonard asked for the lobbyist to look at the legislative committee as they are proposing legislation that could benefit the Town.

Council Member Yaffe stated that as member of the Taxation Committee he would like to be alerted on any issues relating to Business Tax Receipts.

Vice Mayor Fuller would like any feedback on holding closed meeting to discuss security.

Council Member Salver would like for the lobbyist to watch the Florida League of Cities legislation since it mirrors to protect Home Rule.

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SPECIAL ITEMS:

Item 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.

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

Item 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.

ACTION: Council Member Leonard made a motion to approve the proposed resolution. Vice Mayor Fuller seconded the motion and it passed unanimously.

Council Member Leonard asked the Town Council to consider hosting a welcome party for the new Town Manager JC Jimenez and appropriate no more than $2,300.

Consensus was to appropriate an amount not to exceed $2,300 to host a welcome party for Town Manager JC Jimenez.

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

Council Member Leonard congratulated J.C. Jimenez on his appointment as the new Town Manager.

Council Member Yaffe also congratulated J.C. Jimenez on his appointment as Town Manager. He reported that he will be traveling to the Florida League of Cities committee meetings. He also attended a meeting on condominium corruption last week and the Veteran Day BBQ hosted by the Town.

Vice Mayor Fuller thanked Mr. Wasson for his service and congratulated J.C. Jimenez on his new appointment as Town Manager. He reported attending the Veteran Day Event; Halloween Parade and the Miami Dade County league of Cities Best Practice Conference.

Council Member Tricoche thanked Mr. Wasson for his service. She attended the Car Show; the Halloween Event and the Miami Dade County League of Cities monthly meeting.

Council Member Reid thanked Mr. Wasson for his service and congratulated J.C. Jimenez on his appointment.

Council Member Salver congratulated J. C. Jimenez on his appointment as the new Town Manager and thanked Mr. Wasson for his service. He reported he moderated a panel on summer internship for the Best Practices and also attended the National League of Cities Conference.

Mayor Bruder thanked Mr. Wasson for his service for 11 years and felt lucky to have J. C. Jimenez as the new Town Manager.

Town Manager Wasson thanked the Town Council for their support and was honored to have served the community.

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Mayor Bruder would like to have a joint meeting with Planning and Zoning to discuss the East Island construction.

Senator Jason Pizzo would like to introduce himself to the Town residents and stated that safety and security was a priority.

Council Member Jordan would like to have a MOU for January Agenda for the Ourkids relating to foster parenting.

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.

John Vetter, 10301 E. Bay Harbor Drive, came forward stated he would like to publicly apologize for the postcard mailing that went out under a group name instead of his name.

Frances Neuhut, 1060 Kane Concourse, came forward and asked where was the Town transparency as it relates to building heights; broadcasting channel; church by the sea parking spaces and TDR monies.

Victor Nieto, 10143 E. Bay Harbor Drive, came forward to ask for support from the Town and Senator for a new Trail Rail Station near 125 street instead of 153 street as proposed.

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

Item 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.

Item 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).

Item 7.5. Acceptance of the Certification of Special Elections held on November 6, 2018.

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Item 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.

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

ORDINANCES ON SECOND READING:

Item 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.

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.

At this time Mayor Bruder stepped out of the dias.

ACTION: Council Member Salver made a motion to approve the proposed ordinance on second reading. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

DEFERRED ITEMS:

Item 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.

Mayor Bruder returned to the dias.

Assistant Town Attorney Simone clarified that there was only one option, either to prohibit or regulate medical marijuana dispensing facilities. If the Town Council chooses to regulate the dispending facilities they would be allow anywhere in the Town Business District.

There was a brief discussion on how regulating the use could impact the Town Business District; the traffic or need for a dispensing facility in Town; the use would only apply to medicinal marijuana not recreational; question if the type of use was on demand and providing the business owners a right to bring business to town.

ACTION: Vice Mayor Fuller made a motion for staff to prepare an ordinance to regulate medical marijuana. Council Member Yaffe seconded the motion and it failed 3-4, with Mayor Bruder, Council Member Salver, Council Member Reid, and Council Member Tricoche opposed.

Staff will bring back an ordinance to prohibit medical marijuana dispensing facilities within Town.

DRAFT

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

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

ACTION: Consensus was to appoint Council Members Kelly Reid and Isaac Salver to the Board of Trustees / Retirement Board.

Item 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.

Vice Mayor Fuller and Council Member Leonard recuse themselves from this item.

Attorney Gene Howard came forward and presented the Town Council with public / private partnership offer to construct a new Town Hall Facility that could consist of 20,000 square feet over two floors; the police and all administrative offices in one location in exchange for the Town Hall lot and the vacant lot located on 95 Street.

Attorney Sherman clarified that this would have to undergo the statutory process and the Town will have to go out to bid.

Mark Baminfield explained that the proposed venture would be vertical subdivision and the Town would continue to own the land, but the air space above the 2nd floor would belong to a private firm. There would be a declaration of covenants and the Tax Collector would continue to exempt the space Town would utilize and the floors above would be taxable.

There was a detailed discussion on the proposed assisted living facility; the Town financial options to build a new Town Hall Facility; the option for a loan from the Financial Loan Council; long term lease; the Town benefits if approved; and the option for the Town to continue to utilize the Council Chambers for Town meetings.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was upset that the council was even considering the proposal. She was opposed to a private / public joint partnership and inquired about the amount of TDR money collected by the Town.

Judith Epstein, 10300 W. Bay Harbor Drive, came forward and felt that this was a process that needed to be though out very careful and felt that the existing Town Hall building was in good condition.

CLOSED PUBLIC COMMENT

Council Member Reid was opposed to selling any public land and suggested assessing the value of each component. She was also concerned with the Assisted Living Facility the firm was proposing considering that the Town was in an evacuation zone.

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Council Member Salver was not convinced the proposal was beneficial to the Town considering what was being offer in exchange for 2 lots of public land.

Town Manager Wasson stated that it would be the Town Council discretion to borrow money to build a new Town Hall facility.

Council Member Yaffe appreciated the presentation and offer but felt that the Council should explore other options for a new Town Hall and suggested going out to bid.

Mayor Bruder was opposed to the current proposal and was opposed to giving up public property. She asked the Council if they would be open to a discussion and suggested a stand-alone workshop to further discuss the matter.

Council Member Tricoche was opposed to the current proposal and asked for staff to provide financing options.

Council Member Yaffe asked for staff to identify what facilities are needed moving forward.

Attorney Sherman stated that after the council has a discussion on the subject, they will need to determine if they would like a public / private partnership and if so, guidelines will need to be specified in order to advertise an invitation to bid.

Consensus was for staff report back with a financial analysis and outlines of the Town needs for a new facility.

Item 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.

At this time Vice Mayor Fuller and Council Member Leonard returned to the dias.

ACTION: Council Member Yaffe made a motion to approve the proposal. Council Member Leonard seconded the motion and it passed by unanimous poll vote.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and she was confused with item 14 and 15 for the Causeway Island and asked if the engineer consider the safety for pedestrians and cyclist.

CLOSED PUBLIC COMMENT

Item 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.

ACTION: Council Member Leonard made a motion to approve the Contract. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

DRAFT

Item 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.

ACTION: Council Member Yaffe made a motion to approve the proposal. Council Member Leonard seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 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.

Council Member Leonard asked for the Council to reconsider item since there are many parks around the county that offer this service and suggested to utilize parks impact fee to pay for the expenditure.

ACTION: Council Member Yaffe made a motion to approve the proposal. Council Member Leonard seconded the motion for discussion.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and was opposed to the proposed item and felt that this was luxury item.

CLOSED PUBLIC COMMENT

There was a brief discussion of the demand or need for this item at the parks and the suggestions to purchase one.

At this time Council Member Yaffe withdrew the motion.

ACTION: Council Member Leonard made a motion to purchase one solar powered electric charging station. There being no seconded item failed.

There being no further business to discuss meeting was adjourned at 11:00 p.m.

_____

MAYOR

ATTEST

_____

TOWN CLERK

DRAFT

AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 4.

ITEM: Consideration and **Approval** of a resolution extending a temporary moratorium for an additional sixty (60) days on medical marijuana treatment centers and medical dispensing facilities within Town. Enclosed is a copy of proposed resolution.

DESCRIPTION:
The proposed resolution is to extend the temporary moratorium on medical marijuana treatment centers and medical dispensing facilities for an additional sixty (60) days. The Town Council last approved a resolution which extended the moratorium on September 17, 2018 for one hundred and eighty (180) days which is set to expired March 16, 2019.

The extension will allow for the Town Council to consider and approve an ordinance allowing this use in the business district. The proposed ordinance for first reading is included in the agenda. Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS
1. 3-2019 Marijuana Moratorium Extension - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA CONTINUING AND EXTENDING THE TEMPORARY MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE TOWN OF BAY HARBOR ISLANDS FOR AN ADDITIONAL PERIOD OF SIXTY (60) DAYS UNLESS RESCINDED, OR FURTHER CONTINUED AND EXTENDED, OR BY A SUBSEQUENT AMENDMENT TO THE TOWN USE REGULATIONS REGARDING THE REGULATION OF MARIJUANA TREATMENT CENTERS AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES.

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, on November 8, 2016, Florida voters approved an amendment to the Florida Constitution, titled "Use of Marijuana for Debilitating Medical Conditions" ("Amendment 2"); and

WHEREAS, 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 authorize the registration and regulation of centers that acquire, produce and distribute Marijuana for medical purposes; and

WHEREAS, Section 381.986, Florida Statutes, authorizes qualified physicians to prescribe Marijuana for qualified patients diagnosed with certain conditions; and

WHEREAS, due to the historic and longstanding legal prohibition of Marijuana prior to enactment of Section 381.986, Florida Statutes, and approval of Amendment 2, the land used regulations of the Town do not address the use of real property for purposes of Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities and such uses of real property have historically not existed within the Town;

WHEREAS, in order to promote effective and responsible land use planning within the Town, the Town Council, on September 18, 2017, approved a temporary moratorium to allow sufficient time to research, study and analyze the potential impact of Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities uses and the surrounding areas, traffic, congestion, surrounding properties values, demand for Town services and other aspects of the public safety and welfare; and

WHEREAS, the Town Council, on March 12, 2018 and September 17, 2018, determined that a continuance and extension of the temporary moratorium on the operation of Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities was needed to allow the Town a sufficient period of time to determine what uses are best suited to particular zoning categories and how best to formulate land development regulations that appropriately govern the use of real property for purposes of cultivation, processing, distributing or selling marijuana or related activities or whether to ban the same as authorized by Florida, Statute Sec. 381.996 (11)(b).

WHEREAS, the Town Council finds that a continuance and extension of the temporary moratorium on the operation of Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities is again needed to allow the Town a sufficient period of time to determine what uses are best suited to particular zoning categories and how best to formulate land development regulations that appropriately govern the use of real property for purposes of cultivation, processing, distributing or selling marijuana or related activities or whether to ban the same as authorized by Florida, Statute Sec. 381.996 (11)(b).

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 Continued and Extended. The temporary moratorium imposed on September 18, 2017 and extended on March 12, 2018 and September 17, 2018, is hereby continued and extended on the submittal, processing, approval and issuance of any licenses, local business tax receipts, development orders or permits for any use that involve the cultivation, processing, dispensing or retail sale of marijuana including, but not limited to, Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities for an additional period of sixty (60) days from the date of adoption of this Resolution. Nothing in this temporary moratorium shall be construed to prohibit the medical use of Marijuana by a qualifying patient, pursuant to Section 381.986, Florida Statutes, or other Florida law.

Section 3. Definitions. For purposes of the temporary moratorium:

A) "Marijuana" shall mean 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.

B) "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.

C) "Medical Marijuana Treatment Center" means a licensee that may cultivate, process, transport and dispense Marijuana for medical use pursuant to Section 381.986, Florida Statutes.

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. Effective Date. This Resolution shall become effective immediately upon its adoption. The temporary moratorium enacted by prior resolution and extended by the instant Resolution shall terminate sixty (60) days from the effective date of this Resolution, unless rescinded or extended, or by an amendment to the Town's Land Development Regulations or use regulation addressing the use of real property for purposes of cultivating, processing, transporting, and dispensing medical Marijuana activities.

PASSED this 11th day of March 2019.

TOWN OF BAY HARBOR ISLANDS

By:_____
STEPHANIE BRUDER,
MAYOR

ATTEST:

_____
MARLENE M. SIEGEL,
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
FRANK C. SIMONE, ESQ., CFP®,
ASSISTANT TOWN ATTORNEY

AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 5.

ITEM: Approval of a resolution updating and adopting new values for town owned TDR (Transfer of Development Rights) units in the residential districts and the B-1 Commercial District. Enclosed is a copy of the resolution and supporting documents.

DESCRIPTION:
The last time the TDR values were updated was in January of 2018. There has not been a great deal of TDR sales, however, it was time to update the appraisal and accompanying resolution. The TDR values have been lowered due to slower sales and a general slowdown in the real estate market. At this time, staff is recommending that the Town Council adopt the values suggested by the appraisal as follows:

Town-owned TDR dwelling units transferred to Waterfront properties: $75,000.00

Town-owned TDR dwelling units transferred to Non-waterfront properties: $65,000.00

Town-owned TDR dwelling units transferred to Commercial Mixed-Use Sites: $65,000.00

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS
1. TDR - town owned units value

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, UPDATING AND ADOPTING NEW VALUES FOR THE TOWN-OWNED TDR DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is a municipality located within Miami-Dade County, Florida; and

WHEREAS, the Town has adopted amendments to its Comprehensive Plan that included, among other items, a Density Averaging System that provides for a Transfer of Development Rights (TDR) program; and

WHEREAS, the Florida Department of Community Affairs (DCA) found the Town's Phase 1 EAR-Based Comprehensive Plan amendments "in Compliance" on March 21st, 2005; and

WHEREAS, the Town adopted Land Development Regulations to implement the provisions contained within the adopted Comprehensive Plan including a Density Monitoring System (DMS) and Transfer of Development Rights (TDR) program; and

WHEREAS, as part of the implementation of the new Land Development Regulations, the Town is required to adopt a methodology and establish the value of Town-owned dwelling units that are capable of being conveyed through the Transfer of Development Rights (TDR) program to private parties; and

WHEREAS, the Town adopted a methodology to determine the value of a Town-owned Transfer of Development Rights (TDR) dwelling units in 2006 and established initial values for Town-owned TDR units; and

WHEREAS, the methodology includes provisions to periodically review and update the values for town-owned TDR units to reflect real estate market trends; and

WHEREAS, the Town retained a qualified professional Appraiser to assist the Town in analyzing current real estate sales, comparable values, other municipal TDR programs and establishing a value for Town-owned TDR dwelling units; and

WHEREAS, the Town Council has considered the staff input and the findings and recommendations found in the Appraiser's dated November 2017 TDR study and held a public meeting to consider the proposed Transfer of Development Rights (TDR) valuation methodology and updated values and took public input.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

SECTION 1. The Town Council hereby adopts the updated TDR values set forth in the attached Exhibit A.

SECTION 2. Severability. That a decision by a court of competent jurisdiction declaring invalid any section, paragraph, sentence, clause, phrase or other part of this Resolution shall not affect the validity of this Resolution as a whole or any parts thereof, other than the part so declared to be invalid.

SECTION 3. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11 day of March , 2019.

_____
STEPHANIE BRUDER, MAYOR

ATTEST:

_____
MARLENE M. SIEGEL, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
CRAIG B. SHERMAN, TOWN ATTORNEY

EXHIBIT A

TOWN OF BAY HARBOR ISLANDS

TRANSFER OF DEVELOPMENT RIGHT (TDR) DWELLING UNIT VALUES

The Town of Bay Harbor Islands, Florida hereby adopts the following values for each Town-owned Transfer of Development Rights (TDR) dwelling unit:

Town-owned TDR dwelling units transferred to Waterfront properties:

$75,000.00

Town-owned TDR dwelling units transferred to Non-waterfront properties:

$65,000.00

Town-owned TDR dwelling units transferred to Commercial Mixed Use Sites:

$65,000.00

AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 6.

ITEM: Consideration and **Approval** of a resolution establishing fees to be paid before bicycles are released from impoundment per Section 18-11(d) of the Town Code. Enclosed is a copy of the proposed resolution.

DESCRIPTION:
On April 16, 2018, the Town Council adopted an ordinance entitled bicycle parking for the purpose of addressing the removal of bicycles improperly parked within the Town. The proposed resolution hereby establishes the fees to be paid before property is released from impoundment.

The charge to be paid prior to the release of impounded bicycles pursuant to Section 18-11(d) of the Code is $10.00, per bicycle, per day, not to exceed $100.00, per bicycle.

Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS
1. 2019.02.22 Bicycle Impoundment Charges Resolution. docx

RESOLUTION NO._____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS ESTABLISHING THE CHARGES TO BE PAID BEFORE BICYCLES ARE RELEASED FROM IMPOUNDMENT PURSUANT TO SECTION 18-11(d) OF THE TOWN'S CODE OF ORDINANCES.

WHEREAS, Section 18-11 of the Town's Code of Ordinances ("Code") permits Town employee to remove and impound bicycles improperly parked within the Town; and

WHEREAS, Section 18-11(d) of the Code requires the Town to establish certain charges to be paid before bicycles are released from impoundment (for notice, transportation, and storage), as such costs may vary through the years.

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

1. The charge to be paid prior to the release of impounded bicycles pursuant to Section 18-11(d) of the Code is $10.00, per bicycle, per day, not to exceed $100.00, per bicycle.

PASSED AND ADOPTED this _____ day of _____, 2019.

TOWN OF BAY HARBOR ISLANDS

By:_____
Stephanie Bruder, Mayor

ATTEST:

_____
Marlene M. Siegel,
Town Clerk

AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 7.

ITEM:

Consideration and **Approval** to renew the Mutual Aid Agreement between the Village of Indian Creek Public Safety Department and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

DESCRIPTION:
The Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and law enforcement intensive situation this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS
1. MUTUAL AID AGREEMENT ICV - BAY HARBOUR ISLANDS 2019

MUTUAL AID AGREEMENT

Between the Village of Indian Creek Public Safety Department and the Town of Bay Harbor Islands Police Department

WHEREAS, it is the res possibility ty of the governments of the **Village of Indian Creek**, Florida and the **Town of Bay Harbor Islands,** Florida to ensure the public safety of their citizens by Providing adequate level of police services to address any foreseeable routine or Emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Miami-Dade County** municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement.

NOW, THEREFORE, BE IT KNOWN, that the Village of Indian Creek, subdivision of the State of Florida, and the Town of Bay Harbor Islands, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

I. Short title: Mutual Aid Agreement

2. Description: Since the Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and law enforcement intensive situation this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

3. Definitions:

   A. **Joint Declaration:** A document which enumerates the various conditions of Situation where aid may be requested or rendered pursuant to this agreement, as concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declaration with the clerks of the respective political subdivisions.

B. **Agency or participating law enforcement agency.** Either the **Village of Indian Creek Public Safety Department** or the **Town of Bay Harbor Islands Police Department.**

C. **Agency Head:** Either the Chief of the **Village of Indian Creek Public Safety Department,** or the Chiefs designees, and the Chief of Police of the **Town of Bay Harbor Islands Police Department** or the Chiefs designees.

D. **Participating municipal police department:** The police department of any municipality in **Miami-Dade County,** Florida that has approved and executed this Agreement upon the approval of the governing body of the municipality.

E. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statues.

4. Operations:

A. In the event that a party to this agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and has available resources, and will respond in a manner deemed appropriate.

B. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

C. the agency heads of the participating law enforcement agencies, or the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisor control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with the Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

C. The Political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to the Agreement shall compensate all of it' s employees rendering aid pursuant to this Agreement, during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amount s paid for due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation s hall also in c lude all bene fits normally due such employees.

D. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and it's political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband forfeiture Act.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing,through and including January 1, 2019, under no circumstances may the Agreement be renewed, amended or extended except in writing.

I0. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ___ day of _____ 2019.

_____	_____
C. Samuel Kissinger, Village Manager **Indian Creek Village, Florida**	**J.C. Jimenez, Town Manager** **Town of Bay Harbor Islands, Florida**
ATTEST:	**ATTEST:**
_____	_____
Marilane Lima, Village Clerk **Indian Creek Village, Florida**	**Marlene Siegel, Town Clerk** **Town of Bay Harbor Islands, Florida**
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**
_____	_____
Steve Helfman, Village Attorney **Indian Creek Village, Florida**	**Craig Sherman, Town Attorney** **Town of Bay Harbor Islands, Florida**

JOINT DECLARATION OF THE CHIEF OF INDIAN CREEK VILLAGE PUBLIC SAFETY DEPARTMENT AND THE CHIEF OF POLICE OF THE TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

Participating in law enforcement activities that are pre-planned and Approved by each respective agency head, or

Appropriately dispatched in response to a request for assistance from the other la w enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered int o by the Tow n of Bay Harbor Is lands, Florida and Indian Creek Village, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

I. Joint multi-jurisdictional criminal investigations.

2. Civil affray or disobedience, disturbances, riot s, large protest demonstrations, controversial trails, political conventions, labor disputes and strike s.

3. Any natural disaster.

4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limiting to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spill s, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from or disturbance within detention facilities.

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, coordinated off-duty work, and missing person's calls.

9. Participating in exigent situation s without a formal request, which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby call or transmissions indicating an officer is injured calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

10. Enemy attack.

11. Transportation of evidence requiring security.

12. Major events; e.g. sporting events, concerts, parades, fairs, festivals, and conventions.

13. Security and escort duties for dignitaries.
Emergency situations in which one agency cannot perform its functional objective.

14 Incidents requiring utilization of specialized units; e.g. underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation and police information.

15 Joint training in areas of mutual need.

16 Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area compromising the jurisdictional waters within respective municipal boundaries.

Date: _____

_____
Clarke P. Maher
Chief of Public Safety
Indian Creek Village
Public Safety Department

ATTEST:

_____
Marilane Lima
Village Clerk
Indian Creek Village, Florida

Date: _____

_____
Sean Hemingway
Chief of Police
Bay Harbor Islands
Police Department

ATTEST:

_____
Marlene Siegel
Town Clerk
Town of Bay Harbour Islands, Florida

JOINT DECLARATION AMENDMENT UNDER INDIAN CREEK VILLAGE PUBLIC SAFETY DEPARTMENT/TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT MUTUAL AID AGREEMENT

This agreement amends the Joint Declaration under the Mutual Aid Agreement of JANUARY 1, 2019, to include and permit concurrent marine patrol related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the intracoastal waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of Indian Creek Village and the Town of Bay Harbor Islands to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state and federal Jaw, rules, and regulations, and to write boating Jaw violation citations, make arrests, and to attend court on behalf of the other agency.

2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.

3. If an arrest is made by the one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50 -50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The juris diction of civil forfeiture action shall be filed by the seizing agency.

4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of the Mutual Aid Agreement.

This amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the Indian Creek Village Public Safety Department.

Date: _____

_____
C. Samuel Kissinger, Village Manager
Indian Creek Village, Florida

_____
Clarke P. Maher, Chief of Public Safety
Indian Creek Village, Florida

Date: _____

_____
J.C. Jimenez, Town Manager
Town of Bay Harbor Islands, Florida

_____
Sean Hemingway, Chief of Police
Town of Bay Harbor Islands, Florida

AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 8.

ITEM: Consideration and **Approval** of an ordinance on **first** reading amending Chapter 23-5 of the Town use regulations, authorizing Medical Marijuana dispensing facilities within the B-1 Business District. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:
In 2016 the voters approved an amendment to the Florida Constitution which enacted Florida Statue 381.986 in order to regulate the medical use of medical marijuana in the State of Florida. The statue also allows a municipality to prohibit medical marijuana dispensing facilities within its jurisdiction.

The Town Council has discussed the matter, last month a proposed ordinance prohibiting the use failed, and, therefore, the Town Attorney has drafted an ordinance to regulate the use of Medical Marijuana dispensing facilities in the Business District. The resolution included on the Consent Agenda extends the moratorium for 60 days to allow for the adoption of the proposed ordinance.

Enclosed is a the proposed ordinance amending Section 23-5 of the Town use regulations.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Frank Simone, Assistant Town Attorney

ATTACHMENTS
1. 3-2019 Ordinance Authorizing Medical Marijuana Treatment Center Dispensing Facilities
2. Memorandum on Medical Marijuana Treatment Center Dispensing Facilities

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 23-5 OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES AUTHORIZING MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE B-1 BUSINESS DISTRICT OF THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE 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, on November 8, 2016, 71.32% of Florida voters approved an amendment to the Florida Constitution, titled "Use of Marijuana for Debilitating Medical Conditions" ("Amendment 2"); and

WHEREAS, 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; and

WHEREAS, Section 381.986, Florida Statutes, authorizes qualified physicians to prescribe marijuana for qualified patients diagnosed with certain conditions; and

WHEREAS, Section 381.986(11)(b), Florida Statutes, authorizes a county or municipality to "ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality,"; and

WHEREAS, Section 381.986(11), Florida Statutes further provides that "[a] county or municipality that does not ban dispensing facilities … may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality," and that "… 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"; and

WHEREAS, the Town Council considered whether to ban medical marijuana treatment center dispensing facilities pursuant to Section 381.986(11)(b), Florida Statutes or authorize them pursuant to the will of the voters (by 72.32% of Florida voters) in the passage of Amendment 2;

WHEREAS, the Town Council determined that given the passage of Amendment 2 by 72.32% of Florida voters, the Town should allow medical marijuana treatment center dispensing facilities, in the same manner that it allows pharmacies licensed under chapter 465, within the B-1 Business District of the Town; and

WHEREAS, the Town finds that this Ordinance is in the interests of the public health, safety, and welfare.

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. Amendment of Town Code. Section 23.5 Use Regulations, B-1 Business district of the Code is hereby amended as set forth in Exhibit "A."

Section 3. Codification. Section 2 of this Ordinance shall be incorporated into the Town Code. Any section, paragraph number, letter and/or heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance or the Town Code may be freely made.

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

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and take effect upon its passing and adoption.

PASSED on First Reading this _____ day of _____, 2019.

PASSED AND ADOPTED on Second Reading this _____ day of _____, 2019.

TOWN OF BAY HARBOR ISLANDS

By:_____
Stephanie Bruder, Mayor

ATTEST:

_____
Marlene M. Siegel,
Town Clerk

APPROVED AS TO FORM:

_____
Frank C. Simone, Esq.,
Assistant Town Attorney

EXHIBIT "A"

Sec. 23-5. - Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots abut the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

(1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.

(1a) Vacation rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

(2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.

(3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, ~~drug~~ pharmacies licensed under Chapter 465, Florida Statutes (or any future amendments), medical marijuana treatment center dispensing facilities licensed under Chapter 381, Florida Statutes (or any future amendments); and sundries.

(4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.

(5) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.

(6) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.

(7) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean

buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used or the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.

(8) Religious institutions provided any such use is located on the second floor or higher floors of buildings.

(9) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1, 2, and 3, herein.

(10) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.

(11) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.

(12) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.

(13) Dry cleaning pick-up and delivery, provided no on-site dry cleaning occurs; tailors, clothing alterations.

(14) Other similar uses as may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.

(15) Activities occurring on the rooftop of the building shall be subject to the following restrictions:

(a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.

(b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.

(c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.

(d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).

(e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on short-term notice based on special circumstances. At a minimum, the application form information shall include:

1. The name, address, telephone number and e-mail address of the tenant/sponsor;
2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
3. The estimated number of persons attending;
4. A description of the purpose of the event/function;
5. The hours of the event/function;
6. A description of any planned beverage/food or entertainment; and
7. An off-street parking plan to accommodate the attendees (if required).

(f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.

(g) No bright lights, globes, strobes or flashing lights shall be permitted.

(h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.

(i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.

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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 <u>unless</u> 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 PreemptedValidity 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.

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(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.

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(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).

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(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.

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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.

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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.

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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.

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(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.

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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.--

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(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;

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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.

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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

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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 sub-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:

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(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

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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).

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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.

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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:

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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.

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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.

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(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:

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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.

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(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:

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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.

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(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.

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(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.

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(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.

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(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.

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(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.

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(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.

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(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

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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.

End of Document

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AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 9.

ITEM:

Consideration and **Approval** of an ordinance on **first** reading amending Chapter 16-24.1, the Town of Bay Harbor Islands Retirement System, to permit general employees to purchase credited service for past U.S. military and/or police service. Enclosed is a copy of the proposed ordinance and supporting documents.

DESCRIPTION:
At the February 14, 2019 Retirement Board meeting, an ordinance was voted on (4 to1) permitting general employees to purchase up to 4 years of credited service for past U.S. military and/or police service. Currently, employees of the Police department are permitted to purchase credited service for past military and/or police service. Attached is a copy of the proposed ordinance.

Retirement Board members requested more information regarding this benefit for review during First Reading:

1) What is the fiscal impact of adding this benefit to the Retirement plan.
2) Do other municipalities offer this benefit to their general employees and if so, is it for Police service, U.S. military service, or both?

Attached are two e-mails from Chuck Carr, the Town's pension actuary, expressing his opinion on the fiscal impact to the Plan. Also attached is a chart displaying surrounding municipalities and whether they offer this benefit to their general employees and if so, which type of service they are able to purchase credit for.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:
See the attached e-mail's from Chuck Carr, the Town's pension actuary.

BUDGET IMPACT:

Submitted By: Melissa Cruz, Finance Director

ATTACHMENTS
1. Ordinance Amendment to Permit Gen EE to purchase Past Military and-or Police Service

(8Feb2019)

2. Chuck Carr email 11192018
3. Chuck Carr email 02092019
4. General Employees service purchase analysis March 2019

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, TO PERMIT GENERAL EMPLOYEES TO PURCHASE CREDITED SERVICE FOR PAST U.S. MILITARY AND/OR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands intends to permit general employees to purchase credited service for past U.S. military and/or police service according to the same conditions that are currently available to Police Officer members; 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 Section 16-24.1(b), Credit for uniformed service, and for prior military and/or police service, of Chapter 16, Town of Bay Harbor Islands Employees Retirement System, is hereby amended as follows:

Sec. 16-24.1. - Credit for uniformed service, and for prior U.S. military and/or police service.

***

(b) *Purchase of prior U.S. military and/or police service:* A police officer member, and effective May 1, 2019, a general employee member, may purchase credited service for U.S. military service occurring prior to the member's first or initial employment with the town, as well as for service as a police officer for a different employer occurring prior to the member's first or initial employment with the town, as long as the member is not entitled to receive a benefit for such other prior service ~~as a police officer~~. The maximum number of years of credited service

that may be purchased pursuant to this subsection (b) for prior U.S. military and prior police service combined shall be four years. The member shall pay the full actuarial cost of the service purchase as calculated by the fund's actuary and based upon the member's salary at the time that the service credit is requested, plus any and all professional fees related to the purchase. Payment by the member of the required amount shall be made in whole or in part by lump-sum within six months of the request for credit, and any balance by payroll deduction as provided below, but not later than the member's retirement date, upon receipt of which service credit shall be given. Multiple requests to purchase service pursuant to this sub-section may be made at any time prior to retirement.

If the member elects to pay any part of the cost by payroll deduction, payment may be spread over a period not to exceed 15 years. The member must execute an irrevocable, binding payroll deduction authorization form for equal biweekly payroll deductions, the sum total of which shall be sufficient to amortize the full cost of the credited service with interest at six percent per annum. The member shall not be entitled to any option to receive directly any part of the amount subject to the payroll deduction authorization. While employed by the town, the member shall not be able to make payment directly to the retirement system for any part of the cost to be paid by payroll deduction. Contributions made by payroll deductions shall be picked-up by the town. The effective date of the pick-up shall be the later of the adoption of Ord. No. 1016 [Jan. 8, 2018] or the execution of the payroll deduction authorization form. Member contributions made pursuant to a binding irrevocable payroll deduction shall be designated and considered as employee contributions even though they are being paid by the town. The contributions are hereby designated as being picked-up by the town and paid from the same source as the payment of salary and wages to the members. If the cost of the credited service being purchased is not paid in full prior to the termination of the member's employment, then the balance due to the retirement system shall be picked-up by the town from any payment due to the member by the town, and the irrevocable payroll deduction authorization shall so provide. Should any balance still remain, the retirement system shall reduce the amount of service purchased to conform with the amount of contributions paid.

Section 2. 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 3. 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 4. 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 5. 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 _____, 2019.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2019.

_____
STEPHANIE BRUDER
MAYOR

ATTEST:

_____
MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
CRAIG SHERMAN, ESQ., TOWN ATTORNEY

Melissa Cruz

From: Chuck Carr <ccarr@gosasco.com>
Sent: Monday, November 19, 2018 1:16 PM
To: Melissa Cruz
Subject: Re: Impact study

I don't think an impact study is needed as long as the service purchases are calculated on an actuarially equivalent basis (like police). Let me know if you'd like to discuss further!

From: Melissa Cruz <mcruz@bayharborislands-fl.gov>
Sent: Monday, November 19, 2018 12:33 PM
To: Chuck Carr
Subject: Impact study

Good morning Chuck,

At the last Board meeting, one of our trustees expressed interest in providing general employees the ability to purchase service for past military or PD service in the same way our Police members currently can.

Can you please do an impact study on adding that to our plan?

Thanks in advance for your help and please let me know if you need any data.

Melissa

Melissa Cruz
Finance Director
Town of Bay Harbor Islands
mcruz@bayharborislands-fl.gov
305-866-6241

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Total Control Panel Login

To: mcruz@bayharborislands-fl.gov Remove this sender from my allow list

From: ccarr@gosasco.com

You received this message because the sender is on your allow list.

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Melissa Cruz

From: Chuck Carr <ccarr@gosasco.com>
Sent: Saturday, February 9, 2019 3:28 PM
To: Melissa Cruz
Subject: Re: General employee service purchase

I think it's a fairly common plan feature, although I wouldn't say that most of my public plan clients have this option. As long as it's done on an actuarially equivalent basis, it doesn't "officially" cost the Town anything to do this. However, everyone should understand that in reality the employee will either overpay or underpay for any service purchases because the best we can do is to predict their pay increases and when they might retire and price the service purchase accordingly. Actual experience will of course be different from what we've assumed so the Town is then taking on the risk that the amount paid by the employee for the prior service will not fully cover the added liability when they retire. The employee is taking a risk that they will retire at a different time and may get pay increases that are not as high as what we predict, so they could end up overpaying for the service. There is additional risk to both sides that the investment returns will differ from what we've assumed when we price the service purchase. Higher returns will benefit the Town, lower returns will benefit the employee.

From: Melissa Cruz <mcruz@bayharborislands-fl.gov>
Sent: Friday, February 8, 2019 1:55 PM
To: Chuck Carr
Subject: General employee service purchase

Good afternoon Chuck,

We are discussing potentially adding the ability for General employees to purchase prior military or Police service. Do you know if any other municipalities offer this benefit to their retirement plan members? Or is this uncommon?

Thanks
Melissa

Melissa Cruz
Finance Director
Town of Bay Harbor Islands
mcruz@bayharborislands-fl.gov
305-866-6241

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Town of Bay Harbor Islands
General employee service purchase benefit analysis
As of 2/26/19

	Offers General employees to purchase prior:		
Municipality	**Military Service**	**Police Service**	**Service with any public employer**
Bal Harbour Village	No	No	No
Town of Surfside	Yes - only if serving while employed with the Town	No	No
City of North Miami Beach	Yes	Yes	Yes
City of Miami Beach	Yes	Yes	Yes
City of Miami	Yes	No	No
Miami Sanitation Employees Retirement Trust	Yes	No	No
City of Coral Gables	Yes	Yes	Yes
City of Hallandale Beach	No	No	No
City of Dania Beach	Yes	No	No
City of Boca Raton	Yes	No	Yes - for "like employment"

AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 10.

ITEM: Consideration and **Approval** of contract award to Persant Construction in the amount of $187,174.00 to resurface the perimeter streets north of 96th Street for the West Island. Enclosed is the bid evaluation and supporting documents.

DESCRIPTION:
For the purposes of maintaining the roads and valley gutters, the Town has been divided into seven zones. The intent is to perform comprehensive maintenance on valley gutters and roadways in each zone in seven year cycles. Appendix I in the attached report illustrates the limits of the seven zones.

Zones 1 was completed in 2017. At the time of this writing Zone was in progress, Zone 3 consists of the perimeter roads on the West Island North of 96th Street. Zone 3 was publicly advertised on January 9, 2019, and bids were due on February 12, 2019. Seven bids were received and they ranged from a high of $309,610.00 to a low of $187,174.00.
A detailed evaluation was performed to assess the bids and to determine the lowest responsive. This bid evaluation is attached.

Staff recommends to award Contract # BHI 199 "Resurface Internal Streets on the West Island, North side of 96th Street - Zone 3" to Persant Construction Co. Inc. in the amount of $187,174.00.

Add an amount of $2,826.00 as an additional contingency, for a grand total of $190,000.00, for the approved project expenditure.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
This item was budgeted for $190,000 in FY 2018-2019.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Resurface Perimeter Streets, on the West Island, North of 96th Street-Zone 3	04/11/2019	Streets & Parkways	001-541.0-400063.000	BHI-199	$190,000.00

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1. BHI 199 Bid Evaluation
2. BHI 199 REF CHECKS

interoffice
MEMORANDUM

From: Randy L. Daniel, P.E. – Town Engineer

To: Juan C. Jimenez - Town Manager

Copy: Melisa Cruz – Finance Director
Doug Armstrong – Director of Public Works

Date: February 20, 2019

Subject: Bid Evaluation of Bids Received for BHI 199 "Resurface Perimeter Streets, West Island, North Side 96th Street - Zone 3"

Recommendation for Contract Award

1.0 BACKGROUND

For the purposes of maintenance of Roads and valley gutters throughout the Town, the Town of Bay Harbor Islands has been divided into seven zones. The intent is to perform comprehensive repairs in each zone every seven years. A map illustrating the seven zones is attached in Appendix I.

Zone 1 was budgeted and completed in fiscal 2016-2017. Although Zone 2 was budgeted in fiscal 2017-2018 it will be completed in Fiscal year 2018-2019.

Zone 3 was budgeted for fiscal 2018-2019 in the amount of $190,000.00.

2.0 INTRODUCTION

On January 9, 2019, a public advertisement was placed in the Daily Business Review (Appendix I) to invite construction bids to "Resurface Internal Streets West Island, North Side of the 96th Street – Zone 3". This contract award follows the recently awarded valley gutter repairs in Zone, which was approved by the Town Council at the January 14, 2019 meeting in favor of Metro Express Inc. in the amount $76,000.00 (BHI 197-Valley Gutter Repairs Zone 3). The notice to proceed for this contract has already been issued and work will start on February 25, 2019.

3.0 ANALYSIS OF BIDS

At the bid opening at 3:00 P.M. on February 12th 2019, seven (7) bids were received and the results are illustrated in Table 1 below. All bidders submitted the requisite Bid Bond with their Bid.

The sign in sign for those who attended the bid opening and the bid results are attached in Appendix II.

Contractors 1, 3, 4, and 5 have worked with the Town before.

Verification of bid arithmetic was performed for all the bids and an error was found in the bid total from General Asphalt: the corrected bid amount is $220,498.50, which is $5,000 less than the amount submitted. The details of bid verification are attached in Appendix III. The corrected bid totals are also shown in red in Table 1.

TABLE # 1 – Summary of Bid Results

NO.	CONTRACTOR	BID AMOUNT	CORRECTED BID	BID BOND
1	Metro Express	$254.025.00	$254.025.00	YES
2	JVA Engineering Construction	$309,610.00	$309,610.00	YES
3	Arrow Asphalt & Engineering	$194,405.00	$194,405.00	YES
4	General Asphalt Company	$225,489.50	$220,489.50	YES
5	H & R Paving	$202,906.11	$202,906.11	YES
6	H&J Asphalt	$209,579.00	$209,579.00	YES
7	Persant Construction	$187,174.00	$187,174.00	YES

3.1 STATISTICAL ANALYSIS

The following statistical analysis for mean, mode and median is used to determine the average bid value.

First, place the bid values is ascending order, starting with the lowest:

187174; 194405; 202906; 209579; 225489; 254025; 309610

Mean = (187174+194405+202906+209579+220489+254025+309610)/7
= $225,455.42
Or, $225,455

Mode = None

Median = 209579
Or $209,579

The apparent low bidder is Persant Construction (Persant) in the amount of $187,174.00. This bid is observed to be substantially lower than the mean by $38,281 and the median by $22,405.

However, based on experience with Zone 2 where the contractor's bid was also much lower than the others, the work was successfully completed within the bid amount. The analysis below looks more closely at the three (3) lowest bids, with a view to determining the most responsive.

3.2 ENGINEERING ANALYSIS

The bid from H&R Paving is higher than the apparent low bidder by $15,732.11; the bid from Arrow Asphalt and Engineering was higher by $7,231.00.

Table 2 compares the bid items from the three (3) lowest bids.

TABLE 2

Comparison of the Three Lowest Bids

No.	Bid Item Description	Persant Construction	Arrow Asphalt	H & R Paving Inc.
1	Mobilization	$2,000.00	$4,000.00	$12,915.61
2	Mill Asphalt Keyway	$14,040.00	$15,400.00	$15,600.00
3	Levelling Course	$8,000.00	$10,000.00	$7,200.00
4	Base Course Repairs (lime-rock 18")	$7,000.00	$10,000.00	$5,000.00
5	Base Course Repairs (flowable fill)	$9,000.00	$6,600.00	$7,200.00
6	Install ¾" asphalt overlay	$99,000.00	$112,500.00	$94,500.00
7	Adjust Water valve Boxes (14" Dia.)	$3,575.00	$2,600.00	$3,900.00
8	Adjust Water valve Boxes (6" Dia.)	$5,075.00	$2,900.00	$7,250.00
9	Adjust Sewer Manholes	$7,200.00	$4,500.00	$6,300.00
10	4" Double Yellow Striping	$13,104.00	$6,760.00	$14,950.00
11	Stop Bars	$1,260.00	$910.00	$1,288.00
12	Supply and Install RPM R/W	$300.00	$325.00	$287.50
13	Supply and Install RPM Y/Y	$3,000.00	$3,250.00	$2,875.00
14	Supply and Install RPM B/B	$120.00	$160.00	$115.00
15	Maintenance of Traffic	$3,500.00	$2,500.00	$12,950.00
16	Miscellaneous Pavement	$1,000.00	$2,000.00	$575.00
17	Contingency	$10,000.00	$10,000.00	$10,000.00
	(Corrected) Bid Totals	$187,174.00	$194,405.00	$202,906.11

H&R Paving's prices were higher than the other two for bid items (1), mobilization and (15), Maintenance of Traffic. Arrow's bid for asphalt overlay (bid item # 6) was much higher than the other two.

The above differences accounted for Persant's bid being the lowest.

Table 3 illustrates previous costs per foot with the current bid.

TABLE 3
Planned vs Actual Costs per foot of Road Repairs

Zone	Road Distance (Feet)	Budget X $1,000	FY	Actual Cost	Planned Cost per ft.	Actual Cost per ft ($)	Contractor
I	3,850	140	2016-17	$111, 799.55	36.36	29.04	General
II	8,000	225	2017-18	NA	28.12	NA	Arrow
III	5,250	190	2018-19	NA	36.54	NA	Persant (proposed)

The bid from Persant compares favorably with previous bids received for work in Zones I and II.

4.0 DISCUSSION

The bid items for which Persant was most competitive were (1), (6) and (15). Items (1) an (15) are not directly involved with the contract deliverables and are considered ancillary to the project.

Persant's price for the asphalt overlay is competitive but not the lowest.

The references supplied by Persant were contacted and all indicated that Persant Construction performed very good quality work within the allotted budget and time

In conclusion, the bid from Persant's Construction is deemed to be the lowest responsive bid.

5.0 BUDGET

This project was budgeted for fiscal 2018-2019. The budget allocation was $190,000.00.

The apparent lowest responsive bid is within the budgetary allocation.

6.0 RECOMMENDATION

It is recommended that the Contract to "Resurface Perimeter Streets, West Island North Side 96th Street Zone 3" referred to BHI 199, is awarded to Persant Construction Co. Inc. in the (bid) amount of $187,174.00.

It is further recommended that the additional amount (that is below the budget amount of $190,000) of $2,826.00 be approved as additional contingency.

APPENDIX I

LOCATION OF ZONES

BISCAYNE BAY
WATERWAY
EAST ISLAND
EAST
INDIAN
EL 10
LANCELOT C-D
BAY HARBOR E CLUB
CONTINENTAL F
HARBOR TOWNHOUSES
CORAL SEA TOWERS
KNOLLWOOD
TEN THOUSAND PLAZA
GUILFORD HOUSE
BAY HARBOR TOWNHOUSE
ISLAND MANOR
WATERWAY BRIDGE
MONARCH
ST. REGIS
WEST BAY CLUB
9350 CONDO
9300 W. BAY HARBOR
THE LEXINGTON
COLONY
MONTERREY
W. BAY HARBOR
BAY ROC
ASBURY
THE BELMONT
THE ANCHORAGE
MAINE VILLAS
EDGEWATER
ELEGANT EIGHT
MELODY MANOR
SEASCAPE
THE HOTEL
INDIAN CREEK BRIDGE
KANE CONCOURSE
OCEAN CADILLAC
CARAVELLE
BAY
BAY HARBOR DRIVE
WEST BAY HARBOR DRIVE
EAST BAY HARBOR DRIVE
BAY HARBOR TERRACE
WEST BISCAYNE DRIVE
BROADWAY TERRACE
EAST BISCAYNE DRIVE
TONN'S PROPERTY OPEN SPACE
OPEN SPACE H
RUTH K. BROAD BAY HARBOR ELEMENTARY SCHOOL
TOWN HALL
BAY HARBOR GARDENS
CLUB OF BAY HARBOR
ANTHONY GARDENS
DRESDEN HOUSE
TATO CO-OP
ARIAL
CAMBRIDGE TOWNHOUSES
REX GARDENS
BOUGAINVILLA
SUMMIT
TOWNHOUSE GARDENS
DORSET GARDENS
HARBOR POINT
STUART HOUSE
BERKSHIRE HOUSE
LONGWOOD TOWERS
GRANDWOOD ISLAND
100 STREET
101 STREET
99 STREET
98 STREET
97 STREET
96 STREET
95 STREET
94 STREET
93 STREET
92 STREET
91 STREET
ZONE 1
ZONE 2
ZONE 3
ZONE 4
ZONE 5
ZONE 6
ZONE 7

APPENDIX II

ADVERTISEMENT

DAILY BUSINESS REVIEW

TOWN OF BAY HARBOR ISLANDS, FLORIDA
ADVERTISEMENT FOR BIDS

"RE-SURFACE PERIMETER STREETS, WEST ISLAND NORTH SIDE 96TH STREET ZONE 3"

Sealed Bids for Contract No. BHI 199 "Re-surface Perimeter Streets, West Island North Side 96th Street" must be received by the Town Clerk, Town of Bay Harbor Islands at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, by 3:00 P.M. on February 12, 2019, at which time bids will be publicly opened and read aloud. All bids shall be clearly marked "BHI 199 Re-surface Perimeter Streets, West Island, North Side 96th Street".

The general nature and scope of this project is as follows:

The work includes all labor, materials, accessories, equipment and tools necessary to Re-surface the perimeter streets on the West Island by adding ¾ inch thick asphalt to the existing surface. In order to retain existing roadside drop curbs (valley gutters) and other drainage structures, a milled asphalt key approximately 60" wide shall be created along the outside edges of the travel lanes to receive the new overlay. The centerline of the roadway will be raised by ¾ ".

The work shall also consist of temporary and permanent roadway striping and raised pavement markers for traffic control and Fire Hydrant locations that are consistent with the FDOT.

Work shall include, traffic control and all other related work required for a successful Project.

A Mandatory Pre-bid Meeting will be held on February 5, 2019 at 11:00 A.M. in the 2nd floor conference room at Town Hall. The address for Town Hall is 9665 Bay Harbor Terrace, Bay Harbor Islands, 33154.

Contract Documents may be downloaded and printed as required from the Town's Website at www.bayharborislands-fl.gov. Enquiries regarding this contract may be emailed to the Town Engineer, Randy L. Daniel, P.E., rdaniel@bayharborislands-fl.gov or by calling 786-256-8965.

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 Siegel, Town Clerk

APPENDIX III

SIGN IN SHEET

&

BID RESULTS

Town of Bay Harbor Islands

BID CLOSING – SIGN IN SHEET

Tuesday, February 12, 2019 @ 3:00PM

BHI-199 RE-SURFACE PERMIETER STREETS, WEST ISLAND
NORTH SIDE 96 STREET – ZONE 3

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Marlene Siegel Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	Msiegel@bayharborislands-fl.gov
Alba Chang Deputy Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	achang@bayharborislands-fl.gov
Carlos Montejo JVA Engineering	6600 NW 32nd ave Miami, FL 33147	305-696-7902	AC@jvaengineering.com
Jonathan Pimentel H&J Asphalt, Inc	4310 NW 35 Ave Miami, FL	305-634-3342	HJASPH@bellsouth.net

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
H&R Paving Abe Rodriguez	1955 NW 110 Ave Miami FL 33172	305-261-3004 305-592-6079	Abe@HRPaving.com
Jose Cami General Asphalt	4850 NW 72nd Ave Miami FL, 33166	786-594-1639	daniel@generalasphalt.com
Thomas Headley Persant Construction	13220 SW 132 Ave Unit 2 Miami, FL 33186	305-234-0627 305-234-0629	thomas@persantconstruction .com
Alexe Sosa Recording Secretary TBHI	9665 B.H. Terrace B.H.I	305 866 6241	asosa@bayharbor islands-fl.gov

TOWN OF BAY HARBOR ISLANDS

BID CLOSING

Tuesday, February 12, 2019 @ 3:00 PM

BHI-199 Re-surface Perimeter Streets, West Island North Side 96th St. Zone 3

1.

		Bid Bond	Bid Amount $
Company Name Contractor Name Address/ Phone #	METRO EXPRESS 9442 NW 109 ST MEDLEY, FL 33178 305-885-1330	✓	$254,025.00

2.

Company Name Contractor Name Address/ Phone #	JVA Engeneering Contractor 6400 NW 32 Ave Miami, FL 33147 305-696-7902	✓	$309,610.00

3.

Company Name Contractor Name Address/ Phone #	ARROW Asphalt & Engineering 3051 NW 129 ST OPA LOCKA, FL 33054 305-688-8686	✓	$194,405.00

4.

Company Name Contractor Name Address/ Phone #	GENERAL Asphalt Company 4850 NW 72 Ave Miami, FL 33166 305-592-3480	✓	$225,489.50

5.

		Bid Bond	Bid Amount $
Company Name Contractor Name Address/ Phone #	H & R PAVING 1955 NW 110 Avenue Miami, FL 33172 786-229-7222	✓	$202,906.11

6.

Company Name Contractor Name Address/ Phone #	H & J ASPHALT 4310 NW 35 AVE Miami, FL 33142 305-634-3342	✓	$209,579.00

7.

Company Name Contractor Name Address/ Phone #	PERSANT Construction 13220 SW 132 Ave #2 Miami, FL 33186 305-234-0627	✓	$187,174.00

8.

Company Name Contractor Name Address/ Phone #			

APPENDIX IV

VERIFICATION OF BID ARITHMATIC

BHI-199 VERIFICATION OF BID ARITHMETIC

NO.	H & R PAVING	ARROW ASPHALT	JVA ENG	METRO EXPRESS	PERSANT CONST	GENERAL ASPHALT	H & J ASPHALT
1	$ 12,915.61	$ 4,000.00	$ 15,000.00	$ 8,000.00	$ 2,000.00	$ 5,500.00	$ 5,000.00
2	$ 15,600.00	$ 15,400.00	$ 31,200.00	$ 17,680.00	$ 14,040.00	$ 15,600.00	$ 26,000.00
3	$ 7,200.00	$ 10,000.00	$ 10,800.00	$ 9,600.00	$ 8,000.00	$ 16,000.00	$ 6,400.00
4	$ 5,000.00	$ 10,000.00	$ 15,000.00	$ 8,000.00	$ 7,000.00	$ 40,000.00	$ 7,000.00
5	$ 7,200.00	$ 6,600.00	$ 7,500.00	$ 8,400.00	$ 9,000.00	$ 10,200.00	$ 6,600.00
6	$ 94,500.00	$ 112,500.00	$ 162,000.00	$ 162,000.00	$ 99,000.00	$ 82,800.00	$ 108,000.00
7	$ 3,900.00	$ 2,600.00	$ 5,850.00	$ 3,900.00	$ 3,575.00	$ 4,290.00	$ 4,160.00
8	$ 7,250.00	$ 2,900.00	$ 10,150.00	$ 5,220.00	$ 5,075.00	$ 4,570.00	$ 9,280.00
9	$ 6,300.00	$ 4,500.00	$ 9,900.00	$ 3,960.00	$ 7,200.00	$ 7,920.00	$ 6,300.00
10	$ 14,950.00	$ 6,760.00	$ 11,960.00	$ 9,360.00	$ 13,104.00	$ 11,440.00	$ 11,960.00
11	$ 1,288.00	$ 910.00	$ 1,400.00	$ 1,120.00	$ 1,260.00	$ 1,155.00	$ 1,204.00
12	$ 287.50	$ 325.00	$ 250.00	$ 225.00	$ 300.00	$ 162.50	$ 170.00
13	$ 2,875.00	$ 3,250.00	$ 2,500.00	$ 2,250.00	$ 3,000.00	$ 1,625.00	$ 1,700.00
14	$ 115.00	$ 160.00	$ 100.00	$ 110.00	$ 120.00	$ 77.00	$ 80.00
15	$ 12,950.00	$ 2,500.00	$ 15,000.00	$ 3,000.00	$ 3,500.00	$ 7,500.00	$ 4,000.00
16	$ 575.00	$ 2,000.00	$ 1,000.00	$ 1,200.00	$ 1,000.00	$ 1,650.00	$ 1,725.00
17	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
Corrected Bid	**$ 202,906.11**	**$ 194,405.00**	**$ 309,610.00**	**$ 254,025.00**	**$ 187,174.00**	**$ 220,489.50**	**$ 209,579.00**
Bid Submitted	**$ 202,906.11**	**$ 194,405.00**	**$ 309,610.00**	**$ 254,025.00**	**$ 187,174.00**	**$ 225,489.50**	**$ 209,579.00**
Difference	$ -	$ -	$ -	$ -	$ -	$ (5,000.00)	

CONTRACTORS REFERENCE CHECK

Contractor: Persant Construction Co., Inc Date: 2/25/19

Reference City of Boyton Beach Phone: 954-288-0415

Person Contacted: Fausto Rozon (Hellas Construction) Title: Vice President

1. When did the Contractor perform the work? 2016

2. What work did the Contractor perform? Mill & resurface; drainage Asphalt

3. What was the approximate dollar amount of the work? $ 500K

4. How long did the project take? 3-4 weeks

5. Did the Contractor complete the work according to schedule? Ahead of Schedule

   If not, why not?

6. Did the Contractor work continuously until the work was finished? Yes
   If not, why not?

7. Did the Contractor provide adequate on-site supervision? Yes

8. Did you, or anyone else have any complaints during the work? No
   If so, what were they?

   How did the Contractor resolve the complaints? Yes

9. Were you satisfied with the finished work? No
   If not, why not?

10. Have you had any warranty issues? No
    If yes, did the Contractor repair the problems quickly and properly?

    If not, why not?

11. Did the Contractor pay his Subcontractors and/or suppliers on time? Yes
    If not, why not?

12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor? No

    If yes, please explain.

13. Did the Contractor ever file a lien against your property for non-payment? No

    If yes, please explain

14. Did the Project have a number of change orders? No

For the most part, were these change orders generated by the Contractor? N/A

If yes, do you think the change order work should have been included in the original bid? _____

What percentage of the Total Project Cost was due to Contractor generated change order? _____

15. How would you rate the Contractor(s) overall performance: Excellent - Good - Fair or Poor?

Why? _____

16. Would you use the Contractor again for this same type of project? Yes

Why? _____

17. Additional Comments? They have good safety records

Performed by: Randy L. Daniel, P.E. Title: Town Engineer

Randy Daniel Dated: 2/25/19

(Signature)

14. Did the Project have a number of change orders? Yes, Driven by Owner

For the most part, were these change orders generated by the Contractor? No

If yes, do you think the change order work should have been included in the original bid? _____

What percentage of the Total Project Cost was due to Contractor generated change order? < 5%

15. How would you rate the Contractor(s) overall performance: Excellent - Good - Fair or Poor?

Why? _____

16. Would you use the Contractor again for this same type of project? Yes

Why? _____

17. Additional Comments? Bay Gardens, Florida City

300 Townhouses, Hemingway, Homestead, 150 Single Family Homes.

Performed by: Randy L. Daniel

Randy Daniel
(Signature)

Title: Town of Bay Harbor Islands

Dated: 2/25/19

CONTRACTORS REFERENCE CHECK

Contractor: Persant Construction Co., Inc Date: 2/25/19

Reference: DR Horton/ Redland Reef Phone: 954-949-3000

Person Contacted: Ravi Latchman Title: Land Dev. PMGR

1. When did the Contractor perform the work? Ongoing & for last 20 years water, sewer & drainage infrastructure, build roads, curbs and sidewalks

2. What work did the Contractor perform? Asphalt Paving, Paving, Valve Box Adjustment, Striping

3. What was the approximate dollar amount of the work? 5-10 Million Per Annual

4. How long did the project take? Ongoing duration varies

5. Did the Contractor complete the work according to schedule? Yes

   If not, why not? N/A

6. Did the Contractor work continuously until the work was finished? Yes
   If not, why not?

7. Did the Contractor provide adequate on-site supervision? Yes

8. Did you, or anyone else have any complaints during the work? No
   If so, what were they?

   How did the Contractor resolve the complaints? N/A

9. Were you satisfied with the finished work? Yes
   If not, why not?

10. Have you had any warranty issues? No
    If yes, did the Contractor repair the problems quickly and properly?

    If not, why not?

11. Did the Contractor pay his Subcontractors and/or suppliers on time? Yes
    If not, why not?

12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor? No

    If yes, please explain. N/A

13. Did the Contractor ever file a lien against your property for non-payment? No

    If yes, please explain N/A

AGENDA ITEM REPORT
March 11, 2019

ITEM NUMBER: 11.

ITEM: Consideration and **approval** of contract award to All Building Cleaning Corp. in the amount of $59,572.00 for the daily cleaning of the Town Hall Complex as specified in the BHI-189: Custodial Services for Public Buildings request for proposals. Enclosed is a copy of the bid documents, attendance sheets, bid tabulations, and letters of reference.

DESCRIPTION:
In December of 2018, the Town's contracted custodial services company, Professional Building Services, was relieved of their duties because of lack of performance and internal supervisory issues. In the interim, public works forces have taken up the slack in maintaining the complex's cleanliness. A Request for Proposals was advertised under the name BHI-198: Custodial Services for Public Buildings 2019 (attached) and bids were opened on 2/15/19. Two bids were submitted, opened, read aloud, and recorded on that day. Of the two bidders, Sun City Contractor provided a base bid of $33,600.00, and All Building Cleaning Corp submitted a base bid of $40,752.00.

Although it may seem like Sun City Contractor is the clear low bidder (17.7% less), referring to the attached bid tabulation form, Sun City Contractor's overtime rates for supervisors and workers is significantly higher than those submitted by All Building Cleaning Corp. With that in mind, the bid tabulation sheet shows the extended cost for each vendor if the Town were to allow for up to 500 hours of overtime for emergency or additional requested cleaning services. The extended pricing shows that Sun City Contractor's annual cost is only 3 percent less than that of All Building Cleaning Corp's. In addition, the Town once had a cleaning contract in place with Sun City Contractor. At that time the Town was not satisfied with their service and chose to rebid the contract at the end of the contracted term.

It is the opinion, as the manager of this contract, that Sun City Contractor does not possess the proper workforce nor supervision required to carry out this contract; therefore, it is recommended, after tabulating the bids and conducting reference checks (attached), to award the contract to All Building Cleaning Corp. Since the Town has not been paying any company for cleaning services since November of 2018, there is ample money in the current budget for cleaning services to pay for this contract.

If approved, the contract would be in effect for a period of three (3) years, with the Town option to extend a two (2) year term.

RECOMMENDED ACTION:
Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Custodial Services for Public Buildings	03/11/2019	Public Buildings	001-519.0-400034.000	BHI - 189	$66,000.00

Submitted By: Douglas Armstrong, Assistant Public Works Director

ATTACHMENTS

1. BIDDOC~1
2. BID OPENING SIGN IN SHEET 15FEB2019
3. SUBMITTED BIDS 15FEB2019
4. BID TABULATION FORM 22FEB2019
5. REFERE~1

INVITATION TO BID

BHI-198
CUSTODIAL SERVICES
FOR PUBLIC BUILDINGS 2019

FEBRUARY 2019

TOWN OF BAY HARBOR ISLANDS

TABLE OF CONTENTS

ADVERTISEMENT **AB-1**
SECTION 1 ..... **1**
NOTICE TO BIDDERS **1**
SECTION 2 ..... **3**
INSTRUCTIONS TO BIDDERS **3**
2.1 DEFINITION OF TERMS 3
2.2 GENERAL REQUIREMENTS 5
2.3 PREPARATION OF BID 5
2.4 BID PREPARATION AND RELATED COSTS 5
2.5 PRE-BID CONFERENCE 6
2.6 PERFORMANCE OF THE WORK 6
2.7 EXAMINATION OF CONTRACT DOCUMENTS AND THE PARK SITES 6
2.8 INTERPRETATIONS AND CLARIFICATIONS 6
2.9 POSTPONEMENT OF BID OPENING DATE 7
2.10 ACCEPTANCE OR REJECTION OF BIDS 7
2.11 WITHDRAWAL OF BID 7
2.12 OPENING OF BIDS 7
2.13 AWARD OF CONTRACT 7-8
2.14 COLLUSION 8
2.15 BIDDER IN ARREARS OR DEFAULT 8
2.16 PUBLIC ENTITY CRIMES ACT 8-9
2.17 CONFLICT OF INTEREST 9
SECTION 3 ..... **10**
GENERAL TERMS AND CONDITIONS **10**
3.1 INTENTION OF THE TOWN 10
3.2 TIME IS OF THE ESSENCE 10
3.3 NOTICES 10-11
3.4 PRIORITY OF PROVISIONS 11
3.5 INDEMNIFICATION 11-12
3.6 INSURANCE 12-14
3.7 GENERAL REQUIREMENTS 14
3.8 RULES AND REGULATIONS 14
3.9 SITE INVESTIGATION AND REPRESENTATION 14
3.10 METHOD OF PERFORMING THE WORK 15
3.11 COORDINATION OF THE WORK 15

3.12 PROPERTY PROTECTION 15
3.13 SAFETY PRECAUTIONS 16
3.14 LABOR, EQUIPMENT, AND MATERIALS 16
3.15 CONTRACT SUPERVISION 16-17
3.16 SUBCONTRACTORS 17
3.17 AUTHORITY OF THE PWF 17-18
3.18 TAXES 18
3.19 REMOVAL OF UNSATISFACTORY PERSONNEL 18
3.20 CHANGE ORDERS 18-19
3.21 FORCE MAJEURE 19
3.22 EXTENSION OF TIME 19-20
3.23 EXCUSABLE DELAY, NON-COMPENSABLE 21
3.24 CLAIMS 21
3.25 DISPUTES AND MEDIATION. 22
3.26 CONTINUING THE WORK 22-23
3.27 FRAUD AND MISREPRESENTATION 23
3.28 STOP WORK ORDER 23
3.29 SET-OFFS, WITHHOLDING, AND DEDUCTIONS 24
3.30 CONTRACTOR DEFAULT 24-25
3.31 TERMINATION FOR CONVENIENCE 25-26
3.32 TOWN MAY AVAIL ITSELF OF ALL REMEDIES 26
3.33 COMPLIANCE WITH APPLICABLE LAWS 26
3.34 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT 26
3.35 INDEPENDENT CONTRACTOR 26-27
3.36 THIRD PARTY BENEFICIARIES 27
3.37 ASSIGNMENT OR SALE OF CONTRACT 27
3.38 MATERIALITY AND WAIVER OF BREACH 28
3.39 DEFENSE OF CLAIMS 28
3.40 FUNDS AVAILABILITY 28
3.41 ACCESS TO AND REVIEW OF RECORDS 28
3.42 ROYALTIES AND PATENTS 28
3.43 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN 29
3.44 CONTRACT EXTENSION 29
3.45 APPLICABLE LAW AND VENUE OF LITIGATION 29
3.46 NON-EXCLUSIVE CONTRACT 29
3.47 SEVERABILITY 29

3.48 CONTRACT DOCUMENTS CONTAINS ALL TERMS 29-30
3.49 ENTIRE AGREEMENT 30
3.50 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL 30

SECTION 4 31
SPECIAL TERMS AND CONDITIONS 31
4.1 TIME FOR PERFORMANCE OF THE WORK 31
4.2 CONTRACT TERM/OPTION TO RENEW 31
4.3 PRICE ADJUSTMENTS DURING THE CONTRACT 31
4.4 PAYMENTS 32
4.5 INVOICES 32
4.6 PAYMENT REDUCTIONS 33
4.7 GREEN CLEANING PLAN 33
4.8 WORK PLAN 33-34
4.9 MONTHLY REPORT 34
4.10 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW REGULATIONS" 34-35
4.11 BIO-HAZARDOUS WASTE 35
4.12 PERSONNEL REQUIREMENTS/QUALIFICATIONS 35-37
4.13 SCAVENGING 37
4.14 UNSATISFACTORY WORK 37
4.15 QUALITY STANDARDS 37
4.16 QUALITY CONTROL 37-38
4.17 REFILL PAPER TOWEL, TOILET TISSUE, TOILET SEAT LINER, AIR FRESHENERS, & HAND SOAP DISPENSERS 38
4.18 ADDITIONAL/EMERGENCY SERVICE 38
SECTION 5 39
5.1 SCOPE OF WORK 39-44
5.2 MATERIALS AND SUPPLIES 45
SECTION 6 46
BID FORM 47
COMPANY PROFILE and DECLARATION 48-50
ADDENDUM ACKNOWLEDGEMENT FORM 51
CERTIFICATE OF AUTHORITY 52
SECTION 7 53
QUALIFICATION QUESTIONNAIRE 53-55
LETTER of REFERENCE 56
EXHIBIT A: LIQUIDATED DAMAGES (CHARGES FOR NON-PERFORMANCE) 57-58
ANTI-KICKBACK AFFFIDAVIT 59

NON-COLLUSIVE AFFIDAVIT.....60-61
SWORN STATEMENT OF PUBLIC ENTITY CRIMES.....62-64
CONFLICT of INTEREST AFFIDAVIT.....65
SECTION 8.....66
CONTRACT EXECUTION FORM.....66-67
CORPORATE RESOLUTION.....68

TOWN OF BAY HARBOR ISLANDS, FLORIDA ADVERTISEMENT FOR BIDS
BHI-198 CUSTODIAL SERVICES FOR PUBLIC BUILDINGS 2019

The Town of Bay Harbor Islands is seeking a qualified contractor(s) to provide custodial services for public buildings. Sealed bids will be received at the Office of the Town Clerk, Bay Harbor Islands until **3:00 P.M. (EST) on Friday, February 15, 2019**, at which time bids will be publicly opened and read aloud.

The nature and scope of this project are as follows:

Furnish all labor, materials, accessories, equipment, tools, transportation, services, technical competence, and supervision necessary to provide custodial services at the following facilities;

Town Hall; 1st floor administrative offices, 2nd-floor building department offices, staff kitchen/breakroom, Town Council Chambers, 1st and 2nd-floor interior restrooms, outside access public restrooms, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, restroom, locker room, showers and shower area). **Services to occur Monday through Friday of each week, excluding Town-recognized holidays.**

Police Department; Secured administrative offices, jail cell, telecommunications center, roll call room, kitchen/break room, locker areas, and restrooms. **Services to occur seven days per week, including Town-recognized holidays.**

A **Mandatory** Pre-Bid Meeting will be held on **Monday, February 4, 2019, at 10:00 AM** at the Bay Harbor Islands Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. **Failure to attend this meeting shall disqualify any bidder.**

The Invitation for Bids will be received and opened at:

Office of the Town Clerk
Bay Harbor Islands Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Submittals must be received at the above address no later than 3:00 P.M. (EST) on Friday, February 15, 2019, and clearly marked on the outside of the envelope "BID #BHI-198: CUSTODIAL SERVICES FOR PUBLIC BUILDINGS 2019." Late Submittals will not be accepted and shall be returned unopened.

Contract Bid Documents are open to public inspection during office hours at the Office of the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, and **may also be obtained from the Town's website: www.bayharborislands-fl.gov**.

The Town of Bay Harbor Islands reserves the right to request clarification of information submitted and to request additional information. The Town also reserves the right to reject any and all proposals with or without cause and to waive any or all irregularities with regards to the specifications.

Town of Bay Harbor Islands, Florida

Marlene Siegel, Town Clerk

SECTION 1

NOTICE TO BIDDERS

TOWN OF BAY HARBOR ISLANDS

CUSTODIAL SERVICES (INTERIOR & EXTERIOR) FOR PUBLIC BUILDINGS

The Town of Bay Harbor Islands (the "Town") will be accepting sealed Bids for the Custodial Services for Public Buildings. Bidders are to submit their bid, with original signatures, signed in blue ink. Sealed Bids must be received by the Town of Bay Harbor Islands, Town Manager, at 9665 Bay Harbor Terrace, Bay Harbor Islands, 33154 Florida by **3:00 P.M. on February 15, 2019.**

SCOPE OF WORK:

The work consist of furnishing all supervision, labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary to provide custodial services and related miscellaneous services as described herein, to include the following:

> **Town Hall**; 1st floor administrative offices, 2nd-floor building department offices, staff kitchen/breakroom, Council Chambers, 1st and 2nd-floor interior restrooms, outside access public restrooms, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, restroom, locker room, showers and shower area). **Services to occur Monday through Friday of each week, excluding Town-recognized holidays.**
>
> **Police Department**; Secured administrative offices, jail cell, telecommunications center, roll call room, kitchen/break room, locker areas, and restrooms. **Services to occur seven days per week, including Town-recognized holidays.**

The work shall include providing daily custodial services including interior cleaning of the Town facilities and exterior windows as further described in Section 5 of the ITB. In addition, the Award of the Contract that is in the best interest of the Town, which includes, but is not limited to; award by line item, award by a combination of line items, or by the award of all sites to one Bidder. The Work does not include grounds maintenance.

MINIMUM QUALIFICATION REQUIREMENTS:

Bidder must possess a minimum of two (2) years' experience and have successfully completed at least three (3) contracts of a similar size, scope, and complexity, with one of the contracts being a multi-year contract, during the past five (5) year or successfully performing under at least three (3) current contracts of a similar size, scope, and complexity, with one of the contracts being a multi-year contract. The Bidder must self-perform all of the Work under the Contract.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience in instances where the Bidder has undergone a name change and such change of name has been filed with the State of Florida. This is the sole exception to the experience requirement. A merger of two companies does not meet the minimum requirements unless there was no change in ownership and management of the company submitting the Bid Submittal.

A **Mandatory Pre-Bid Conference** will be held on **February 4, 2019, at 10:00 AM** at the Town of Bay Harbor Islands, Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, 33154. **Failure to attend this meeting shall disqualify any bid from being considered.**

Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Town (unless another issuing office is designated in the Advertisement or Invitation to Bid).

Complete sets of Bidding Documents shall be used in preparing Bids; Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The Town in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

It is the sole responsibility of all firms to ensure the receipt of any addendum.

All Bids shall be submitted in accordance with the Instructions to Bidders. Any Bids received after the specified time and date will not be considered. The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this contract.

END OF SECTION

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.

Bid Form means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.

Bidder means any person, firm, incorporated or unincorporated business entity, acting directly or through an authorized representative, tendering a Submittal in response to this solicitation.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town including any and all the addendum, clarifications, directives, change orders, invoices, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days unless otherwise specifically stated in the Contract Documents.

Environmentally Preferable means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Emergency Service means a service that requires action within a short period of time to mitigate a hazardous or safety related situation.

Facility(ies) means a man-made structure where Work is to be performed or Services provided within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

Green Cleaning means a planned and organized approach to cleaning that uses products and processes that go beyond simple appearance and focuses on reducing impacts on human health and the environment.

Materials mean goods or equipment used or consumed in the performance of the Work.

Notification of Non-Compliance means a form or email prepared by Town and delivered to Contractor detailing Work corrections requested by Town to be completed by Contractor.

Product Preference means products that are identified as "environmentally preferable", and bio-based which are to be selected over those which do not carry such designations. The following factors to consider when selecting products include environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

PWF means the individual assigned by the Town Manager to manage the Contract.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Service Calls means nonrecurring requests for rearranging of furniture in a Facility, special event support, spills, replenishing supplies, etc. Service calls are considered Standard Service requirements.

Services mean the Scope of Work and all of the tasks required by the Contract Documents.

Subcontractor means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, services or labor.

Submittal means the documents submitted by the Bidder in response to this ITB.

Town means the Town Council of the Town of Bay Harbor Islands or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Bay Harbor Islands or his/her designee.

Work, as used herein, refers to all reasonably necessary and inferable Services required by the Contract Documents including all other labor, materials, equipment, and work provided or to be provided by the Contractor to fulfill its obligations.

Work Order means a document issued by the Town awarding Additional Services to a Contractor.

Work Order Proposal means a document prepared by the Contractor, at the request of the Town for Work to be performed under Additional Services.

2.2 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder shall not be allowed to modify its Bid after the opening time and date.

2.3 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid amount shall result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete the required forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses, and profit necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms shall not be considered for an award under this ITB.

2.4 BID PREPARATION AND RELATED COSTS

All cost involved with the preparation and submission of a Bid to the Town or any work performed in connection therewith shall be the sole responsibility of the Bidder(s). No payment shall be made for any Bid received, or for any other effort required of or made by the Bidder prior to the commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

2.5 PRE-BID CONFERENCE

A Mandatory Pre-Bid conference will be held on **Monday, February 4, 2019, at 11:00 A.M.** The conference will be held at the Town of Bay Harbor Islands, at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. Prospective Bidders shall attend this meeting to obtain information relative to the ITB. Attendees are requested to sign-in and provide the requested information at the time of sign-in. **Failure to attend or sign-in will result in a Bidder's response being rejected as non-responsive.**

2.6 PERFORMANCE OF THE WORK

Bidder must be capable of self-performing all of the Work. By submitting a Bid, the Bidder certifies that it will meet these requirements. As part of the Bid, the **Bidder is to include the form entitled "Questionnaire", Found in Section 7 of the Bid Documents.** Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. If the Contractor is deemed to not meet this requirement during the performance of the Work, the Contractor shall be in default of the Contract Documents.

2.7 EXAMINATION OF CONTRACT DOCUMENTS AND THE TOWN HALL COMPLEX

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- Visit the Town Hall Facilities to become familiar with conditions that may affect costs, progress, or performance of the Work.
- Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance of the Work.

2.8 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB shall be directed in writing and submitted by e-mail to darmstrong@bayharborislands-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be sent via email to the registered bidders. **Written questions must be received by noon on Monday, February 11, 2019.** Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.9 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum sent via email to the registered bidders.

2.10 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids or portions of any Bid, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a past contract or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after the Bid opening date. A Bidder may not withdraw its Bid unilaterally before the expiration of one hundred twenty (120) days from the date of bid opening. A bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town Clerk prior to award of the Contract. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

2.11 WITHDRAWAL OF BID

A Bidder may withdraw its Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.12 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Subsequent to the Bid opening information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder.

2.13 AWARD OF CONTRACT

The Award of the Contract that is in the best interest of the Town, which includes, but is not limited to; award by line item, award by a combination of line items, or by the award of all sites to one Bidder.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the

quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town Manager is satisfied that the Bidders are qualified to perform the Work.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsible.

If the Town accepts a Bid, the Town will notify the Bidder(s) that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates. The Town will provide written notice of award upon the Bidder meeting these requirements. If the successful Bidder(s) forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-issue the ITB.

2.14 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submits a response to an ITB such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such ITB. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same contract(s). ITB responses found to be collusive shall be rejected.

2.15 BIDDER IN ARREARS OR DEFAULT

Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. Bidder further warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continuing obligation and shall inform the Town of any change during the term of the Contract.

2.16 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, 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 or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

2.17 CONFLICT OF INTEREST

Bidder shall complete Form COI certifying that its Bid Submittal is made independently of any assistance of participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into a made a part of this solicitation.

END OF SECTION

SECTION 3

GENERAL TERMS AND CONDITIONS

3.1 INTENTION OF THE TOWN

It is the intent of the Town to describe in the (ITB) Instruction to Bidders the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade or industry meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

3.2 TIME IS OF THE ESSENCE

The contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

3.3 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. The notice shall be deemed given on the date received or within 3 days of mailing if mailed through the United States Postal Service. The notice shall be deemed given on the date sent via e-mail or facsimile. The notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

J.C. Jimenez, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

For Contractor:

TBD

During the Work, the Contractor shall maintain continuing communications with designated Town representative(s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

3.4 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over an ITB

3.5 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Contract. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of $10.00 from the sums due to the Contractor under this Contract.

3.6 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

a. Worker's Compensation and Employer's Liability Insurance: For all employees of the Contractor as required by Florida Statute 440

b. Employer's Liability: Limit for each bodily injury by an accident shall be $500,000 policy limit for each accident, per employee, including bodily injury caused by disease.

c. Comprehensive Business Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $300,000 per occurrence, the combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. Commercial General Liability ("CGL"). This insurance shall be written in the comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $300,000 per occurrence, the combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

- CGL Required Endorsements
- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waver of Subrogation

The Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

e. Certificate of Insurance: Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall specifically cite this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is canceled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to the approval of the Town Manager or designee.

f. Additional Insured - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of the Contractor in the performance of this Contract. The Town shall be named as additional insured under the CGL, business automobile insurance, and umbrella policies. The Town shall be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or any other section of the Contract.

Issuance of a purchase order is contingent upon receipt of the insurance documents within fifteen (15) days of notification. Failure to comply may result in the rescission of the award.

The Contract is responsible for assuring that the insurance required certificates remain in full force for the duration of the Contract. Failure to maintain such insurance

certificates may result in delays in issuing payment to the Contractor, issuance of a stop work order by the Town, or termination of the Contract for default.

3.7 GENERAL REQUIREMENTS

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel has the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Town and coordinate its respective Work efforts to most effectively and efficiently performance of the Work.

3.8 RULES AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to the provision of the Services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

3.9 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to nature and location(s) of the Work under the Contract Documents including the general and local conditions, particularly those which can in any way affect the Work or the cost thereof under the Contract Documents.

3.10 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work or Services to be performed and materials to be furnished, shall be regarded as meaning that only the best general practices are to prevail and that only materials, equipment, and workmanship of the best quality are to be used, and interpretation of the Contract Documents shall be made upon that basis.

The Contractor shall familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the PWF, who will be, in most cases, the Public Works Foreman; herein, PWF.

The Work to be performed shall be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed shall be subject to the approval of the PWF, whom, if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of Town services without the prior written approval of the PWF.

Work is to be performed by the Contractor in the best possible manner to the complete satisfaction of the PWF. Contractor shall inspect all equipment and materials immediately prior to use and shall not use any materials or equipment that will result in damage or result in Work that will not meet acceptable standards.

3.11 COORDINATION OF THE WORK

Operations and events/programs will be ongoing at the Town Hall Facilities. The Contractor shall be responsible for coordinating the Work with the PWF and on-site Town personnel designated by the Program Project Manager, to minimize any potential adverse impacts. The Contractor shall notify the PWF in writing of any Work that will impact ongoing operations or scheduled events/programs. Such notification shall be provided to the PWF at least 48 hours in advance of the Contractor performing any such Work.

3.12 PROPERTY PROTECTION

Contractor shall take reasonable precautions to avoid damage to Town and non-Town owned property of any type. Should Contractor damage such property the Contractor shall repair or replace the damaged property at no expense to the Town or non-Town owner as the PWF directs. If the Contractor fails or refuses such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from any outstanding payments due to the Contractor.

3.13 SAFETY PRECAUTIONS

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to property, persons, or employees.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. Any fines levied by the above-mentioned authorities for failure to comply shall be the sole responsibility of the Contractor.

The Contractor shall comply with the OSHA "Federal Right to Know' Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

The contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, NIOSH, EPA, DERM, NFPA the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to a person who may be injured during the performance of the Work. Contractor shall immediately report to the PWF every accident to persons and shall furnish in writing full information, including witness statements, regarding any and all accidents.

3.14 LABOR, EQUIPMENT, AND MATERIALS

The Contractor shall furnish all labor, material, equipment, and supplies of the size and type customarily used for custodial services, needed for the performance of the Work. All equipment, vehicles, etc., and all hand tools shall be operated within the safety parameters as defined by the manufacturer, standard industry practice, and OSHA; and, shall be carefully maintained.

3.15 CONTRACT SUPERVISION

Contractor shall be responsible for all supervision of the Work to ensure that the Work is performed in accordance with the Contract Documents

Contractor shall have a competent English speaking Supervisor who shall represent Contractor and all directions given to the Supervisor shall be as binding as if given to the Contractor. The Supervisor shall not be changed except with the prior written consent of PWF. Contractor shall give efficient supervision to the Work, using its best skill and attention.

The PWF and the Contractor shall meet as determined by the PWF, during the course of the Work, review the Work performed and resolve any outstanding issues.

3.16 SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract.

3.17 AUTHORITY OF THE PWF

The Town Manager hereby authorizes the PWF to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the PWF and shall promptly respond to requests of the PWF, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the PWF's determination or requests. Where requests are made orally, the PWF will follow up in writing, as soon thereafter as is practicable.

The PWF shall have authority to act on behalf of the Town to the extent provided by the Contract unless otherwise modified in writing by the Town. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager or PWF.

The PWF will not be responsible for means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the PWF shall be consistent with the intent of the Contract Documents.

The PWF shall inspect the work and has the authority to reject Work that does not conform to the Contract Documents.

The PWF's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the PWF to the Contractor, any supplier or any of their agents, employees, or any other person performing any of the Work.

The PWF will not be responsible for the acts or omissions of the Contractor, or any of their agents or employees, or any other persons performing any of the Work.

3.18 TAXES

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. The contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

3.19 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor shall at all times enforce strict discipline and good order among its employees at the Town Hall site(s) and shall not employ under the Contract any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any person employed or retained by the Contractor, or any Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any such individual(s) does not require the termination or demotion of said individual(s).

The Town may request that a Contractor's employee is removed for accepting gratuities.

3.20 CHANGE ORDERS

Without invalidating the Contract Documents and without notice to any Surety (if any), the Town reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written document, executed by both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

Although this solicitation and resultant Contract identifies specific Public Buildings to be serviced, it is hereby agreed and understood that any Town office or facility may be added to this Contract at the sole option of the Town. If the quote for the additional

facilities are determined to be fair and reasonable, then the additional work or site will be added to the Contract through a written change order. The additional site(s) shall be added to this contract by formal modification of the award sheet

The Town may obtain price quotes for the additional facilities from other contractors in the event that fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the Town's discretion.

The Town may also delete specific offices or facilities to be serviced upon fourteen (14) days written notice to the Contractor where the Town determines that such Services are no longer required.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

3.21 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. Do not Include any acts or omissions of suppliers.

3.22 EXTENSION OF TIME

Any reference in this Article to the Contractor shall be deemed to include suppliers, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the performance of the Work due to the sole and direct neglect or failure of the Town or by a Force Majeure, then the time set forth in the Contract may be extended by the Town subject to the following conditions:

- The cause of the delay could not have been anticipated by the Contractor by reasonable investigation before performing with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of the delay.

Note: A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The Town reserves, under the authority of the PWF, the right to rescind or shorten any extension previously granted if subsequently, the PWF determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the PWF will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within three (3) calendar days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The PWF may require the Contractor to furnish such additional information or documentation, as the PWF shall reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The PWF shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period; however, the Contractor shall be obligated to continue to perform the Work required regardless of whether the PWF has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Work, the Contractor shall promptly give the PWF a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The Town shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Work Plan, as required under Section 4.10, (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, shall not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

3.23 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its suppliers, and vendors, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its suppliers or vendors and by the Town, then Contractor shall be entitled only to an extension of time to complete the scheduled Work and receive no compensation for the delay.

Failure of Contractor to comply with the requirements of the Contract, as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of a delay.

3.24 CLAIMS

Any claim shall be made by written notice by Contractor to the Town representatives identified in Article 3.3 within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

3.25 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the PWF or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at a resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.3, Notices, of the claim or dispute.

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.3, Notices. Upon receipt of said notification, the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification, the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
- Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

3.26 CONTINUING THE WORK

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work shall not be delayed or postponed pending

resolution of any disputes or disagreements without the prior written approval of the PWF.

3.27 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

3.28 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 3.31, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to the Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and shall not give rise to a claim for compensable delay.

3.29 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due to the Contractor, such sums as may be specifically allowed in the Contract, or by applicable law, including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

3.30 CONTRACTOR DEFAULT

a. Event of Default

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town as required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without

waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due to the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

3.31 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Town Hall site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor shall Stop all Work on the date specified in the notice ("the Effective Date") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents, and take reasonable measures to mitigate the Town's liability under the Contract Documents; and

- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.32 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy, shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.33 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.34 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor shall comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.35 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of

the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.36 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

3.37 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.38 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents are substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

3.39 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.40 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

3.41 ACCESS TO AND REVIEW OF RECORDS

The Town shall have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.42 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

3.43 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

3.44 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

3.45 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

3.46 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.47 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the Court becomes final.

3.48 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be

deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.49 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

3.50 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall be for a period of three (3) years with an opportunity for the Town to extend the contract thereafter for two (2) one year periods. If Contractor cannot renew at these same terms, conditions, and prices, Contractor must notify Town on/or before 90 days of contract expiration date.

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 TIME FOR PERFORMANCE OF THE WORK

The Contractor shall assign the appropriate number staff whom shall be responsible for performing and completing the required work during the following days and times:

Town Hall; 1st floor administrative offices, 2nd-floor building department offices, staff kitchen/breakroom, Town Council Chambers, 1st and 2nd-floor interior restrooms, outside access public restrooms, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, restroom, locker room, showers and shower area).

- Time Frame for Work Performed: Monday - Friday, 5:00 PM - 12:00 AM

Police Department; Secured administrative offices, jail cell, telecommunications center, roll call room, kitchen/break room, locker areas, and restrooms.

- Time Frames for Work Performed: Monday – Friday, 3:00 PM – 5:00 P.M. & Weekends, 9:00 AM – 5:00 PM.

Any Work to be performed outside these hours will require the prior written approval of the PWF. A Work Order may establish different working hours than those stated herein.

4.2 CONTRACT TERM/OPTION TO RENEW

This Agreement shall be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew (OTR) the Contract for an additional two (2) one year terms on a year to year basis.

4.3 PRICE ADJUSTMENTS DURING THE CONTRACT

Contractor's price(s) shall remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI) calculated by the U.S. Department of Labor as applied to the County of Miami-Dade using the Consumer Price Index, Miami, All Urban Consumers figures provided for the period ending December 31 and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor not later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of the new Contract year. Retroactive increases shall not be permitted.

4.4 PAYMENTS

Payments shall be based on invoices submitted on a monthly basis for Work performed in the previous month. **The Town will not issue any payments based on a statement of accounts.** Any reductions in the amount paid to the Contractor shall be done in accordance with the Contract. All payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act. **Up-front payments for monthly services may be arranged with the Town only if advanced payment would result in a monthly discount for said services.**

4.5 INVOICES

Contractor shall provide the Town with one invoice upon completion and acceptance of the Work in accordance with Article 4.4 above. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Additional Services or Emergency Work, if any
- Unit prices of Work performed, if applicable
- Quantities of Work Performed, if applicable
- Extended prices
- The total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts. Contractor shall use the invoice form provided by the Town.

The Town will take action to pay, reject, or make a partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount, not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

Reimbursable expenses (If authorized) - copies of receipts for all materials or supplies purchased for the Work. All reimbursable expenses must be pre-approved in writing by the PWF before the expense is incurred. Reimbursable expenses shall only apply to Additional Services issued under Articles 4.18. Reimbursable expenses shall not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor.

4.6 PAYMENT REDUCTIONS

The Contractor is required to maintain a high level of cleanliness and working conditions, which are essential to the Town in ensuring proper healthy working conditions for Town employees and clean facilities for the public when utilizing Town facilities. The Town may assess liquidated damages/administrative cost for the failure to perform the required Work. These assessments are based on the cost which would be incurred should Town staff or another contractor have to perform the Work.

The PWF or designee will provide the Contractor with a list of the Tasks, which were not performed the previous day. Failure to correct these deficiencies within twenty-four (24) hours of notification, or a mutually agreed time, will result in the assessment of liquidated damages/administrative charges in the amounts stated in Exhibit A.

Charges that have been assessed will be deducted against the monthly invoices received by from the Contractor or where the outstanding invoices are insufficient the Town may invoice the Contractor. Repeated failures to comply with the Contract may result in a Contractor being notified that they are in default of the Contract. The Town reserves the right to find the Contractor in default of the Contract for failure to perform whether deductions have been taken or not.

In the event that the Contractor's employee(s) are not on duty as required, charges of $50.00 per hour will be made for each person not present for work.

4.7 GREEN CLEANING PLAN

To help ensure that the Contractor complies with the Green Cleaning requirements the Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a Green Cleaning Plan (GCP) to the PWF, within fourteen (14) days of the execution of the Contract, that describes methods, materials, and equipment used under the Contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers' health and reduce the impact on human health and the environment.

The GCP shall include the use of recycled content, environmentally preferable products and services, vacuum cleaners with HEPA filtration, bio-based products, and products and services that minimize the use of energy, water, and other resources. In addition to compliance with these requirements, the Contractor shall follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), and Carpet and Rug Institute (CRI), as well as applicable standards of the Environmental Protection Agency (EPA).

The GCP shall be updated as a request by the PWF or prior to any changes being implemented to the current GCP by the Contractor.

4.8 WORK PLAN

The Contractor shall prepare a Work Plan ("WP") establishing a program of inspections and Service for meeting the Performance Standards of the Contract Documents. The Contractor shall submit the WP to the PWF within fourteen (14) days of the execution of the Contract, for review and acceptance. Should the PWF recommend or require

revisions the Contractor shall make the necessary revisions and resubmit the revised WP to the PWF within seven (7) days. The WP should be updated and revised as necessary.

The approved WP shall:

- Outline the Contractor's overall strategy for providing the Custodial Services contained in the Contract Documents;
- Establish the Contractor's program of inspections and Service for each Contract year, to include a month to month breakdown by Task;
- Project a level of unscheduled work (including re-work);
- Provide the Contractor's standard operating procedures, emergency operating procedures, safety plan, and contingency plans, when applicable.
- Detail the communication plan, including points of contact, phone numbers, email addresses, etc., to be used in coordination of the Work with the PWF, on-site designated Town personnel to address issues, coordination of the Work, Service Calls additional work, etc.
- Document Contractor's program for responding to services calls, including those that require an immediate response, such as a spill or lack of materials in a restroom or those that required a one-day response, such as setting up a room for a meeting.

4.9 MONTHLY REPORT

The Contractor shall furnish a monthly report ("Report") to the PWF no later than the fifteenth (15th) of each month that shall consist of four (4) parts, broken down as follows:

- Part 1
  Prior month's periodic Services activities accomplished, identified by Facility shall include the task, and date(s) the Work was performed, exclusive of work performed on a daily basis.
- Part 2
  Prior month's Additional Services activities accomplished, identified by Facility, the date(s) the Work was performed and the cost(s) associated with the Work.
- Part 3
  Prior month's Re-Work activities accomplished, identified by the Facility, the date(s) the Work was performed.

Contractor shall provide PWF with hard copy and/or electronic copies of all forms and documents for review and acceptance.

4.10 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW REGULATIONS"

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Contractor shall provide to provide a complete set of Material Safety Data Sheets to the PWF prior to utilizing. This information must be provided prior to the use of any such materials, or supplies.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

4.11 BIO-HAZARDOUS WASTE

NOT APPLICABLE.

4.12 PERSONNEL REQUIREMENTS/QUALIFICATIONS

a. General

The Contractor shall manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the Contract. Such management includes, but is not limited to: planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision.

b. Supervisor

The Supervisor shall have **full authority** to act for the Contractor on all matters relating to the daily performance of the Work at the Facilities. The Field Supervisor shall be the central point of contact in the field with the Town; and, shall effectively communicate.in English. The Field Supervisor must understand and be able to fulfill, completely and clearly, the Services and reporting requirements of the Contract.

The Supervisor shall be available to discuss issues with the PWF during regular Town business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. Therefore, the Contractor shall provide to the PWF the contact information (i.e. phone, email address, cell phone) for the Supervisor and an alternate individual, within five (5) days of execution of the Contract. The Contractor shall provide an updated list no less than five (5) day of any changes of the Supervisor or contact information provided. Within five (5) days of execution of the Contract, the Contractor shall provide the PWF with a cellular phone number for the Supervisor where he/she can be reached at all times.

c. Personnel Qualifications

The Contractor shall furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. The Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals shall be authorized to work under this Contract. The Contractor shall submit to the PWF within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract who have passed the background check. The list shall be updated immediately when changes occur. In addition to employer-provided background checks, additional background checks of all contract

employees shall be conducted by the Town and by the Bay Harbor Islands Police Department prior to the commencement of the contract.

d. Uniform/Appearance

All Contractor employees, including the Supervisor, shall wear a distinctive, neat, and freshly laundered uniform, which the Contractor shall supply at no cost to the employee. The PWF may request the removal of any employee not properly uniformed. **The uniforms must be approved by the PWF prior to the start of the Work.**

Contractor shall also ensure that such employees wear proper and neat-appearing footwear while working on premises.

Appropriate protective clothing, shoes and other safety equipment will be worn as required.

e. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town.

f. Alcohol and Controlled Substances

Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the Work site. Any Contractor under the influence of alcohol or a controlled substance shall not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

g. Employee Safety Requirements

The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators shall wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. shall be operated within the safety parameters defined by OSHA. Equipment shall be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

h. Employee Training/Operating of Equipment

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, lifts, etc. and shall maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. In addition all employees must be trained

on acceptable work practices and all OSHA safety procedures. The Contractor shall provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. All safeguards must be in place and operational at all times.

Employees shall not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from the Facility for repeated violations. Smoking is also prohibited while on Town property.

4.13 SCAVENGING

Scavenging by any of the Contractor's personnel is prohibited and the PWF may require removal any employee who scavenges from performing any further Work.

4.14 UNSATISFACTORY WORK

Contractor shall be notified in writing by the PWF of all Unsatisfactory Work. Where possible, the PWF will provide the Contractor an opportunity to correct all such Work prior to the assessment of any payment reduction, if such Work is brought into compliance with the Performance Standards within two (2) business days of notification. Should the Contractor bring the Work into compliance within this timeframe no payment reduction will be assessed other than the $100.00 reduction to cover the Town's administrative costs.

4.15 QUALITY STANDARDS

Contractor shall maintain the facilities in a "CLEAN" condition. Contractor shall perform the required Services in order to meet the quality and performance standards as determined by the PWF. The Contractor shall provide sufficient supplies, materials, and equipment to adequately maintain the facilities at an acceptable level of cleanliness consistent with comparable industry standards for this type of Work.

The definition of "clean" will be to remove dirt, dust, water streaks, film, gum, grease, tar, stains, mold, scuff marks, or any other extraneous matter from all surfaces or objects in order to present an overall appearance of cleanliness Performance will be based on the PWF's evaluation of performance and quality results, not the frequency or method of performance.

4.16 QUALITY CONTROL

Contractor's supervisor shall be responsible for all supervision of the work and shall conduct Quality Control inspections. The Contractor shall:

- Develop a checklist to be used during regularly scheduled and unscheduled Quality Control inspections.
- The checklist must be signed and dated by the person performing the inspection. The person(s) who performed the Work cannot perform the Quality Control inspections.

- Noted deficiencies must be corrected (if possible). Employees must be notified of deficiencies and they should be counseled/retrained as necessary to ensure that the deficiencies do not recur.

Contractor shall maintain a file of all inspection conducted, which shall be made available to the PWF upon request. PWF may compare inspection checklists against the action condition that exists and will notify the Contractor in writing of any discrepancies and any action that needs to be taken by the Contractor.

4.17 REFILL PAPER TOWEL, TOILET TISSUE, TOILET SEAT LINER, AIR FRESHENERS & HAND SOAP DISPENSERS

All dispensers shall be completely filled to the proper level. The paper supplies, air fresheners, hand soap, garbage liners, etc. shall be placed in the dispensers in accordance with the direction of the paper and dispenser manufacturers. Hand soap dispensers and adjacent surfaces shall be wiped to remove spillage. All paper products shall be of recycled material and of an acceptable quality and durability. **The awarded contractor may replace any hand towel or soap dispensers, at their own expense, to fit the types of soaps and papers required to fit the new dispensers.**

4.18 ADDITIONAL/EMERGENCY SERVICE

The Contractor shall provide, after hours, Additional/Emergency Service 7 days a week to the Town under the Contract. Additional/Emergency Service response time shall be within two (2) hours after notification by the Town. Additional/Emergency Work will be considered any unforeseen unanticipated work not listed under Services listed in Section 5 of the ITB. For the purpose of this Article, response time will mean "on-site and prepared to work".

END OF SECTION

SECTION 5
SCOPE OF WORK

5.1 SCOPE OF WORK

The Work consists of furnishing all supervision, labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary to provide custodial services and related miscellaneous services for the Town Hall/Annex/ Police Department.

The Contractor shall be fully responsible for providing customer service, quality control and all other services necessary to perform the Work. Unless otherwise specified, the Contractor shall determine how often the Work is performed, how much labor is needed to perform the tasks, what methods will be used to complete the Work, and which supplies, materials, and equipment are needed. The Services provided shall meet or exceed the minimum standards as established by the Contract.

Contractor shall provide and maintain a restroom inspection sheet, which shall be posted in each restroom as directed by the PWF. The PWF may require more frequent inspection if the PWF determines that the restrooms are not being maintained to a clean standard.

The Work shall include providing daily custodial services including interior cleaning of the facilities and exterior windows, including, but not limited to; cleaning the facilities on a daily basis, the offices, conference rooms, restrooms, outdoor access restrooms, common areas, and all other areas and structures as directed by the Town. The Work tasks ("Tasks") shall include, but not be limited to the following:

I. **Town Hall**; 1st floor administrative offices, 2nd-floor building department offices, staff kitchen/breakroom, Town Council Chambers, 1st and 2nd-floor interior restrooms, outside access public restrooms, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, restroom, locker room, showers and shower area). ***The Human Resources Manager and the Finance Director's Offices are closed and locked at 5:00 PM each workday for security purposes. The cleaning staff shall report to the Town Hall Annex at 4:45 PM on Wednesday of each week to perform vacuuming and light dusting for these spaces. Trash cans will be left outside of these offices each day for collection.***

A. DAILY SPECIFICATIONS FIVE (5) DAYS PER WEEK (Monday-Friday); 5:00 PM – 12:00AM (Excluding Holidays)

1. Monitor all restroom facilities and clean, sanitize, descale, and polish all restroom sinks and fixtures, walls, doors, door handles, and partitions with disinfectant. Restrooms shall be fully stocked with all paper goods, air fresheners, and soap at all times.
2. Sweep, dust mop, wet mop and sanitize all floors with a disinfectant.

3. Clean, sanitize, descale, and polish all restroom sinks, toilets, showers and fixtures, kitchen appliances, facility walls, doors, door handles, and partitions with disinfectant.
4. Clean all mirrors, glass-fronted frames, and exterior/interior facility windows with a streak-free glass cleaner, daily. Windows, including plate glass, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of dust, drippings and other watermarks. Cleaning frequencies that are above the stated frequency shall be completed.
5. Vacuum all carpets.
6. Remove any gum from furniture, floors, and fixtures.
7. All television screens and chalk/marker-boards are to be dusted and the screens cleaned with a microfiber cloth and appropriate liquid solution to avoid scratches and streaks.
8. Surfaces exceeding 70 inches shall be cleaned free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks, film, dirt, and watermarks. This does not include removal of vents, tiles, or fixtures.
9. Furniture and seating areas, snack areas, and vending machine area shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Floors shall be maintained in accordance with the floor care stated above.
10. Empty all trash receptacles once a day and clean with bleach when necessary to prevent odors.
11. Collect recyclable materials from recycling bins and containers located throughout the Facilities to storage at collection areas as designated by the PWF. The bins and containers may be located in common areas, hallways, break/kitchen areas, restrooms, vending machine areas, and desk areas.
12. Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, removing or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push-bars, kick-plates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
13. All horizontal surfaces must be dusted or cleaned to eliminate dust collection.
14. Wipe down all counter tops, cabinets, cupboards, closet doors, window sills, kitchen fixtures, tables, chairs, trophy cases, handles and equipment with disinfectant as needed, but not less than once per day.
15. Glass doors, including side lights, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Door frames shall be cleaned and free of drippings and other watermarks.

16. Remove all cobwebs and insect nests immediately upon discovery.
17. Check of all light bulbs. Report outages to the PWF.
18. Clean and sanitize all drinking water dispensers daily.
19. Remove and dispose of dead insects and pests, as needed.
20. Elevator cab interiors, doors, and claddings shall be wiped down with an approved stainless steel cleaner.
21. Elevator lobbies and single staircase shall be swept and damp mopped.

B. Weekly Cleaning

1. Both sides of blinds and coverings shall be cleaned weekly.
2. Live and artificial plants (if applicable) shall be free of dust and dead leaves and properly hydrated. Fertilize, prune, and treat for infestation. Any dead or withered plants, due to the Contractor's neglect, shall be replaced by the Contractor at no additional expense to the Town.
3. Clean room partitions with disinfectant weekly.

C. Monthly Cleaning

1. All blinds and coverings, cord tapes, air conditioning grills, exhaust fans, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the PWF for repair.
2. Wipe down all light fixtures.
3. Wipe down all recessed lighting

D. Quarterly Cleaning

1. **Exterior windows**, including plate glass, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Windows shall be cleaned four (4) times per year, or as requested by the PWF. The Town will clean the exterior 2nd floor windows.

E. MISCELLANEOUS

1. Lights and faucets shall only be used in areas where and when the work is actually being performed.
2. The workers will not adjust mechanical equipment controls for ventilation and air conditioning systems unless directed by the Town.
3. Participate in building fire, emergency, and generator drills.
4. Report fire hazards, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, etc., to the Project Manager or Facility Manager.

4. If applicable, lock rooms after cleaning and return keys to the designated office.
5. Turn in lost and found articles to the PWF.
6. Notify PWF of any observed hazardous materials in trash or recycling receptacles.
7. Report any apparent bug infestation to the PWF.
8. Other miscellaneous tasks as assigned by the PWF.

II. **Police Department**; Secured administrative offices, jail cell, telecommunications center, roll call room, kitchen/break room, locker areas, and restrooms.

A. DAILY SPECIFICATIONS SEVEN (7) DAYS PER WEEK
Monday – Friday, 3:00 PM – 5:00 P.M. & Weekends, 9:00 AM – 5:00 PM.

1. Monitor all restroom facilities and clean, sanitize, descale, and polish all restroom sinks and fixtures, walls, doors, door handles, and partitions with disinfectant. Restrooms shall be fully stocked with all paper goods, air fresheners, and soap at all times.
2. Sweep, dust mop, wet mop and sanitize all floors with a disinfectant.
3. Clean, sanitize, descale, and polish all restroom sinks, toilets, showers and fixtures, kitchen appliances, facility walls, doors, door handles, and partitions with disinfectant.
4. Clean all mirrors, glass-fronted frames, and exterior/interior facility windows with a streak-free glass cleaner, daily. Windows, including plate glass, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of dust, drippings and other watermarks. Cleaning frequencies that are above the stated frequency shall be completed.
5. Vacuum all carpets.
6. Remove any gum from furniture, floors, and fixtures.
7. All television screens and chalk/marker-boards are to be dusted and the screens cleaned with a microfiber cloth and appropriate liquid solution to avoid scratches and streaks.
8. Surfaces exceeding 70 inches shall be cleaned free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks, film, dirt, and watermarks. This does not include removal of vents, tiles, or fixtures.
9. Furniture and seating areas, snack areas, and vending machine area shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Floors shall be maintained in accordance with the floor care stated above.
10. Empty all trash receptacles once a day and clean with bleach when necessary to prevent odors.

11. Collect recyclable materials from recycling bins and containers located throughout the Facilities to storage at collection areas as designated by the PWF. The bins and containers may be located in common areas, hallways, break/kitchen areas, restrooms, vending machine areas, and desk areas.
12. Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, removing or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push-bars, kick-plates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
13. All horizontal surfaces must be dusted or cleaned to eliminate dust collection.
14. Wipe down all counter tops, cabinets, cupboards, closet doors, window sills, kitchen fixtures, tables, chairs, trophy cases, handles and equipment with disinfectant as needed, but not less than once per day.
15. Glass doors, including side lights, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Door frames shall be cleaned and free of drippings and other watermarks.
16. Remove all cobwebs and insect nests immediately upon discovery.
17. Check of all light bulbs. Report outages to the PWF.
18. Clean and sanitize all drinking water dispensers daily.
19. Remove and dispose of dead insects and pests, as needed.
20. Elevator cab interiors, doors, and claddings shall be wiped down with an approved stainless steel cleaner.
21. Elevator lobbies and single staircase shall be swept and damp mopped.

A. <u>Weekly Cleaning</u>

1. Both sides of blinds and coverings shall be cleaned weekly.
2. Live and artificial plants (if applicable) shall be free of dust and dead leaves and properly hydrated. Fertilize, prune, and treat for infestation. Any dead or withered plants, due to the Contractor's neglect, shall be replaced by the Contractor at no additional expense to the Town.
3. Clean room partitions with disinfectant.

B. <u>Monthly Cleaning</u>

1. All blinds and coverings, cord tapes, air conditioning grills, exhaust fans, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the PWF for repair.

2. Wipe down all light fixtures.
3. Wipe down all recessed lighting

C. Quarterly Cleaning

1. **Exterior windows**, including plate glass, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Windows shall be cleaned four (4) times per year, or as requested by the PWF. The Town will clean the exterior 2nd floor windows.

D. MISCELLANEOUS

1. Lights and faucets shall only be used in areas where and when the work is actually being performed.
2. The workers will not adjust mechanical equipment controls for ventilation and air conditioning systems unless directed by the Town.
3. Participate in building fire, emergency, and generator drills.
4. Report fire hazards, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, etc., to the PWF.
5. If applicable, lock rooms after cleaning and return keys to the designated office.
6. Turn in lost and found articles to the PWF.
7. Notify PWF of any observed hazardous materials in trash or recycling receptacles.
8. Report any apparent bug infestation to the PWF.
9. Other miscellaneous tasks as assigned by the PWF.

5.2 MATERIALS AND SUPPLIES

The Contractor shall provide sufficient supplies, materials, and equipment to maintain the facilities. The Contractor shall be responsible for all toilet paper, paper towels, hand soap, garbage bags, and other consumables necessary for the maintenance and use of the facilities on a daily basis. The Town will provide a limited storage place for materials and supplies.

Contractor shall supply and use environmentally preferable products (EPP) used in providing the Services. To address environmental and health concerns associated with the use of some cleaning products, the Contractor is required to supply and use cleaning products which meet the minimum standards established by the Green Seal Standard for Industrial and Institutional Cleaners (GS-37) htt://www.greenseal.org/standards/industrialcleaners.htm, wherever possible. These include, but are not limited to:

a. General Purpose Cleaners
b. Bathroom Cleaners
c. Glass Cleaners
d. Carpet Cleaners
e. Hand Soaps
f. Air fresheners
g. Disinfectants
h. Rust stain remover
i. Floor Care Products

The Contractor shall be responsible for furnishing all materials, supplies, (cleaning products, toilet tissue, toilet seat liner, hand towel (c-fold or roll), soap, plastic bags, umbrella bags including dispensers, chemicals, etc.) necessary to the requirements of the Contract. All paper products and bag liners shall be made of recycled product. The vendor shall provide dispensers for toilet tissue, hand towels, and hand soap as required.

Samples of all materials and supplies with appropriate MSDS to be furnished during the term of the Contract shall be presented for approval to the PWF prior to use or on upon demand.

All paper products, including but not limited to toilet tissue, paper towels, etc., and plastic liners used under this Contract must be manufactured using recycled materials.

END OF SECTION

SECTION 6
BID FORM

Bid submittal of _____
(Name of Bidder)

_____
(Address)

Submitted on: _____
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

Custodial Service for Public Buildings
Bid No: BHI-198

To: Town of Bay Harbor Islands, Florida
Attn: Town Manager
Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to the Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder has determined based on its business and professional expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder also agrees to furnish the required Certificate(s) of Insurance.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in figures shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

BID FORM			
BHI-198: CUSTODIAL SERVICE FOR PUBLIC BUILDINGS 2019			
ITEM	DESCRIPTION	QTY/MONTH	COST/MONTH
1.	**Town Hall**; 1st floor administrative offices, 2nd-floor building department offices, staff kitchen/breakroom, Town Council Chambers, 1st and 2nd-floor interior restrooms, outside access public restrooms, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, restroom, locker room, showers and shower area).	LS	
2	**Police Department**; Secured administrative offices, jail cell, telecommunications center, roll call room, kitchen/break room, locker areas, and restrooms.	LS	
		TOTAL COST/MONTH	$

TOTAL BID AMOUNT (In Writing): _____

_____

Additional/Emergency Service

Additional/Emergency Services inclusive of all required supplies and equipment.

Supervisor $_____per man hour

Worker $_____per man hour

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

(PLACE CORPORATE SEAL HERE)

Company Profile and Declaration

Project Name: Custodial Service for Public Buildings

Bid Number: BHI-198

Submitted By: _____
(Bidder's Firms' Legal Name)

_____
(Bidder's D/B/A Name, if used for this Contract)

_____
(Name and Title of Officer Signing the Submittal for the Bidder)

_____
(Signature of Officer)

_____
(Contact Name, if different from Officer)

_____
(Street Address)

_____
(City/State/Zip Code)

_____
FEIN/EIN/SSN as applicable

_____
Dun& Bradstreet Number (if available)

_____ _____
(Email Address) (Phone Number)

Declaration

I, _____, hereby declare that I am the
(Print Name)

_____ of _____
(Title) (Name of Company)

the ("Bidder") submitting the Bid Submittal, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; all information in this Company Profile and Declaration and information and documents submitted in response to this ITB are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Bidder's Submittal in response to the ITB issued by the Town of Bay Harbor Islands with respect to BHI-187.

2. Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Bidder's Bid Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the ITB.

3. The Bid Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Bid Submittals are due to the Town, to allow for evaluation, selection, and any unforeseen delays, and Bidder acknowledges that if its Bid Submittal is accepted, Bidder is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms.

4. The bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB.

5. Bidder is in full compliance with all applicable Federal, State, and local laws, rules, regulations, and ordinances governing its business practices

6. All statements, information, and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons identify in this ITB to independently verify the information provided in the Bid Submittal.

7. Submission of a Bid Submittal indicates the Bidder's acceptance of the evaluation criteria and technique and the Bidder's recognition that some subjective judgments may be made by the Town as part of the evaluation process.

8. No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB.

9. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Bidder's Bid Submittal.

10. The bidder has had no contact with Town personnel regarding the ITB, the Project or evaluation of Submittals in response to this ITB. If the contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

11. The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Bid Submittal, either directly or indirectly, to any other Bidder or competitor.

12. The bidder has fully reviewed the ITB.

13. Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

14. The bidder has visited the site where the work is to be performed and is familiar with the conditions under which the work will be performed and that the Bidder has fully reviewed the Scope of Work and any drawing/plans and specifications and is fully familiar with the work to be performed. The failure to become fully familiar with the site conditions and drawings shall not form the basis for any request for additional compensation or completion of the Project in compliance with the ITB documents.

This declaration was executed in _____County, State of _____ on 20___.

_____
(signature)
Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
(signature)

(Notary Seal/Stamp)

ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

_____No Addendum issued for this ITB

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20____.

Secretary: _____
Print: _____

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.
I further certify that said partnership agreement remains in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20____.

Partner: _____
Print: _____

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)
I HEREBY CERTIFY that, I (Name)_____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.
IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____
Print: _____

NOTARIZATION

STATE OF _____)
COUNTY OF _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINTED, STAMPED OR TYPED NAME OF NOTARY PUBLIC

SECTION 7

QUALIFICATION QUESTIONNAIRE

This Questionnaire *must* be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit additional information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town shall result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable apply. In such instances insert "N/A".

By submitting its Bid, the Bidder certifies the truth and accuracy of all information contained herein.

A. **Business Information**

1. How many years has your company been in business under its current name and ownership?
   a. FEIN/EIN Number: _____
   b. Professional Licenses/Certifications (include name and number)* Issuance Date

   _____ _____

   _____ _____

   _____ _____

   (*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: (Circle one) Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

   a. Dept. of Business Professional Regulation Category(DBPR): _____
      i. Date Licensed by DBPR:_____ License Number: _____
   b. Date registered to conduct business in the State of Florida: _____
      i. Date filed: _____Document Number:_____
   d. Primary Office Location: _____
   e. What is your primary business? (This answer should be specific) _____

   _____

   f. Name of Qualifier, license number, and relationship to the company: _____

   _____

   g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as a qualifier for the company:_____

3. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date

4. Company Ownership
   a. Identify all owners of the company

Name	Title	% of ownership

   b. Is any owner identified above an owner in another company? □Yes □No
      If yes, identify the name of the owner, other company names, and % ownership

      _____

   c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		☐	☐	☐	☐
_____		☐	☐	☐	☐
_____		☐	☐	☐	☐
_____		☐	☐	☐	☐

Explanation for Other: _____

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees:_____

Total No. of Full Time Employees: _____ Total Number of Part-Time Employees: _____

(Personnel provided by a temporary employment agency or are issued a 1099 Form are not considered employees.)

6. Insurance Information

a. Insurance Carrier name & address: _____

_____

b. Insurance Contact Name, telephone, & e-mail: _____

_____

c. Insurance Experience Modification Rating (EMR): _____

(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

7. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No. If yes, provide details on a separate sheet.

8. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No. If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

9. Have any claims or lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement. Yes No. If yes, provide details on a separate sheet.

10. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No, provide details on a separate sheet.

11. Owners, Principals & Management Staff of the company (have) _____ (have not) _____ been convicted by a Federal, State, County or Municipal Court of or have any pending violations of law, other than traffic violations. To include stockholders over ten percent (10%). Explain any convictions or pending action on a separate sheet.

12. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No (If yes, provide an attachment that provides an explanation of the project and an explanation.

13. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, Yes No

14. Provide an attachment listing all of the equipment owned by your company that will be used under the Contract, such as floor polishers, high-lifts, pressure washers. etc. Provide a list of additional equipment Bidder will rent if

awarded a Contract.

B. Contract Management

1. Supervisor for this contract:

a. Name: _____

b. Years with Company: _____

c. Number of Years as a Supervisor with the Company: _____

d. Last 3 contracts with the company including role, scope of work, & value of contract:

_____

_____

_____

C. Current and Prior Experience:

1. Current Experience including current under contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts, including the owner's name, title and value of contracts, the scope of contracts, projected or actual start date, projected completion date.

2. Prior contracts of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidder's responsiveness and responsibility. This attachment must include the contracts that meet the minimum number of contracts identified by the ITB. Information provided must include the owner's name, address and contact person, including telephone & e-mail, the title of contract, the location of contract, scope, initial value and the final value of the contract, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the contract and submitted as part of the Bid submission.

D. Bidder's References

Bidders are to include a minimum of three (3) references from contracts or contracts listed as required in Section 1. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion, may allow the Bidder to submit the references after the specified date for Bid submission.

To Whom it May Concern

Subject: Reference Letter for Bid No.BHI-198, Custodial Service for Public Buildings 2019

Name of Bidder:_____

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Title of Contract:

Scope of work: _____

Value of Contract $_____ Is contract active of expired? ☐ Active ☐ Expired

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If not to either of the above please provide details:

_____

Comments:

_____

_____

_____

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: _____ Date_____

Signature: _____ Title: _____

Telephone: _____ E-mail: _____

Sincerely,

J.C. Jimenez
Town Manager

Exhibit A: Liquidated Damages/Administrative (Charges for Non-Performance of Tasks)

Clean/polish sinks and stainless-steel appliances & fixtures	$25.00/each
Cleaning common areas/break rooms	$200.00/incident
Cleaning desk or counter tops	$50.00/incident
Cleaning computers	$25.00/each
Cleaning and disinfecting water cooler	$10.00/cooler
Cleaning entrance mats	$10.00/mat
Cleaning int/ext of glass doors & windows	$50.00/occurrence
Cleaning glass enclosed cases	$25.00/case
Cleaning air diffusers or grills	$25.00/each
Change or clean air-conditioning filters	$20.00 each
Cleaning floor drains	$25.00/drain
Cleaning, disinfecting, or descaling of wash basins, toilets, showers or urinals	$50.00/item
Cleaning, sweeping or mopping of stairwells	$50.00/area
Dusting as specified	$10.00/furniture item
Emptying recycling bin	$20.00 each per day
Emptying trash receptacles	$20.00 per receptacle
Replacing light bulbs	$15.00 each
Rearranging furniture as required	$100.00/occurrence
Remove cobwebs & insect nests	$20.00 each
Remove carpet stain	$50.00/area per day
Remove carpet stain	$100.00/corridor or common area
Removing chewing gum	$50.00/area
Removing scrubbing debris from baseboards	$100.00/occurrence
Sweep, dust mop floors	$50.00/office or room/day
Sweep, dust mop floors	$100.00/pavillion/ walkway/ corridor/lobby
Improper disposal of hazardous waste	$15.00/item/day
Use of non-authorized chemicals	$10.00/ per day
Malfunctioning/missing equipment	$25.00/ each per day
Supervisor not on site on when requested	$30.00/ per hour
Failure to sign a bathroom inspection sheet	$10.00/ per occurrence
Cleaning vending machine areas	$20.00/ area per day

TV Screens	$10.00 each per day
Vacuum carpet and straighten furniture	$25.00 / area per day
Dust vents, doors & ceilings (8 ft)	$50.00/ area
Dust Blinds	$50.00/ per occurrence
Clean refrigerators and kitchen fixtures	$50.00/ per occurrence
Restock soap, paper supplies and air filters	$25.00/ per occurrence
Clean grout in tile areas	$200.00 per occurrence
Clean elevators	$100.00 per occurrence
Clean signs and vending machines	$10.00 per item

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }

} SS:

COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein will be paid to any employees of the Town of Bay Harbor Islands, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Title:_____

Sworn and subscribed before this

_____ day of_____, 20___

_____

Notary Public, State of Florida

_____

(Printed Name)

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT

State of }
} SS:
County of }

being first duly sworn,

deposes and says that:

a) He/she is the
, (Owner, Partner, Officer, Representative or Agent) of , the Bidder or Proposer that has submitted the attached Bid/Proposal;
b) He/she is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
c) Such Bid/Proposal is genuine and is not collusive or a sham Bid/Proposal;
d) Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, Proposer, firm, or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid/Proposal or of any other Bidder or Proposer, or to fix any overhead, profit, or cost elements of the Bid/Proposal price or the Bid/Proposal price of any other Bidder or Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
e) The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

By:

Witness

Witness (Printed Name)

(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of)
) SS:
County of)

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this day of , _____.

My Commission Expires:

Notary Public State of Florida at Large

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Bay Harbor Islands
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.
[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20___.

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____
(type of identification)

_____
(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

CONFLICT OF INTEREST AFFIDAVIT

State of }
} SS:
County of }

_____being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder/Proposer that has submitted the attached Bid/Proposal and certifies the following;

Bidder/Proposer certifies by submitting its Bid/Proposal that no elected official, committee member, or employee of the Town shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder/Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder/Proposer. Any contract award containing an exception to these above-described restrictions must be expressly approved by the Town Council. Further, Bidder/Proposer recognizes that with respect to this solicitation, if any Bidder/Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder/Proposer further certifies that the price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness

_____ _____
Witness (Printed Name)

_____
(Title)

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, _____.

My Commission Expires:
Public State of Florida at Large
Form COI

SECTION 8

Contract Execution Form
BHI-198 Custodial Services for Public Buildings 2019

Date:

Attn:

RE: Contract BHI-198 "Custodial Services for Public Buildings 2019".

Dear:

Further to your proposal dated _____, this confirms our intent to award the above-referenced contract to your firm, in the amount of
_____ Dollars and _____ cents ($).

The scope of work is as follows:

The work consists of furnishing all supervision, labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary to provide custodial services and related miscellaneous services as described herein, to include the following:

> **Town Hall**; 1st floor administrative offices, 2nd-floor building department offices, staff kitchen/breakroom, Town Council Chambers, 1st and 2nd-floor interior restrooms, outside access public restrooms, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, restroom, locker room, showers and shower area). **Dates and hours for services rendered are included in the specification of the bid documents.**
>
> **Police Department**; Secured administrative offices, jail cell, telecommunications center, roll call room, kitchen/break room, locker areas, and restrooms. **Dates and hours for services rendered are included in the specification of the bid documents.**

The Work shall include providing daily custodial services including interior cleaning of the Town Complex facilities, exterior windows, and outside covered, tiled lobby areas as further described in Section 5 of the ITB.

In addition to the above, your responsibilities shall include the following:

1. Bi-weekly inspections by a company supervisor to determine deficiencies of cleaning staff, if any.

2. Reporting to the Assistant Public Works Director on a bi-weekly basis to report on progress, and resolve deficiencies and complaints.

Two (2) copies of this letter of Agreement are hereby forwarded for your execution.

Please indicate your acceptance of these Terms and Conditions in the space provided below and return both copies. Upon receipt, the Town will execute both and return one (1) copy for your files.

Sincerely,

TOWN OF BAY HARBOR ISLANDS

_____	_____
J.C. Jimenez, Town Manager	
Date:_____	Date:_____
_____	_____
Marlene Siegel, Town Clerk	Witness
Date:_____	Date: _____

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Bay Harbor Islands for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF

DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Bay Harbor Islands upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

_____
Corporate Secretary

(Corporate Seal)

Town of Bay Harbor Islands
BID CLOSING – SIGN IN SHEET

February 15, 2019 @ 3:00PM

BHI-198 CUSTODIAL SERVICES FOR PUBLIC BUILDINGS

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Marlene Siegel Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	Msiegel@bayharborislands-fl.gov
Aloixe Sosa, Recording Secretary	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	asosa@bayharborislands-fl.gov
Sun City	625 NE 11 AV Pompano Beach FL 33060	954 892-4444	Suncitycontractor@gmail.com
Suncity	625 NE 11th Ave., Pompano Beach, FL 33060	(954)-892-4444	melacaryan@gmail.com

TOWN OF BAY HARBOR ISLANDS

BID CLOSING

Date – February 15, 2019 – 3:00 PM

BHI 198 CUSTODIAL SERVICES FOR PUBLIC BUILDINGS 2019

1.

		Bid Bond	Bid Amount $
Company Name Contractor Name Address/ Phone #	Unity contractor 625 NE 11 Ave Pompano Beach, Fl. 33060 954-892-4444		$ 33,600 Annual

2.

Company Name Contractor Name Address/ Phone #	All Building Cleaning Co 8567 Coral Way, #271 Miami, Fl. 33155 305-596-6485		$3,396 month

3.

Company Name Contractor Name Address/ Phone #			

4.

Company Name Contractor Name Address/ Phone #			

BID FORM			
BHI-198: CUSTODIAL SERVICE FOR PUBLIC BUILDINGS 2019			
ITEM	DESCRIPTION	QTY/MONTH	COST/MONTH
1.	**Town Hall**; 1st floor administrative offices, 2nd-floor building department offices, staff kitchen/breakroom, Town Council Chambers, 1st and 2nd-floor interior restrooms, outside access public restrooms, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, restroom, locker room, showers and shower area).	LS 16800.00	1400.00
2	**Police Department**; Secured administrative offices, jail cell, telecommunications center, roll call room, kitchen/break room, locker areas, and restrooms.	LS 16800.00	1400.00
		TOTAL COST/MONTH	$33600.00 year

TOTAL BID AMOUNT (In Writing): Thirty three thousand six hundred

Additional/Emergency Service

Additional/Emergency Services inclusive of all required supplies and equipment.

Supervisor $ 28.50 per man hour

Worker $ 20.50 per man hour

Firm's Name: Sun City Cleaning svcs, INC

Signature: [illegible]

Printed Name/Title: Mauricio Melera, C.E.O

(PLACE CORPORATE SEAL HERE)

BID FORM			
BHI-198: CUSTODIAL SERVICE FOR PUBLIC BUILDINGS 2019			
ITEM	DESCRIPTION	QTY/MONTH	COST/MONTH
1.	**Town Hall**; 1st floor administrative offices, 2nd-floor building department offices, staff kitchen/breakroom, Town Council Chambers, 1st and 2nd-floor interior restrooms, outside access public restrooms, 1st and 2nd-floor outdoor elevator lobbies and stairway, elevator cab interiors and outside elevator cladding on each level; Annex (inclusive of; public works administrative offices, human resources office, accounting office, finance director's office, IT offices, field staff kitchen/break room, restroom, locker room, showers and shower area).	LS	$2426.00
2	**Police Department**; Secured administrative offices, jail cell, telecommunications center, roll call room, kitchen/break room, locker areas, and restrooms.	LS	$970.00
		TOTAL COST/MONTH	$3396.00

TOTAL BID AMOUNT (In Writing): three thousand-three Hundred-ninety Six

Additional/Emergency Service

Additional/Emergency Services inclusive of all required supplies and equipment.

Supervisor $ 22.00 per man hour

Worker $ 16.00 per man hour

Firm's Name: All Building Cleaning Corp.

Signature: Magdiel Castro

Printed Name/Title: Magdiel Castro - President

(PLACE CORPORATE SEAL HERE)

BHI 198: CUSTODIAL SERVICES FOR PUBLIC BUILDINGS
BID TABULATION 2/15/19

BIDDER	COST/YR	OVERTIME		OVERTIME (500 HRS/YR)	TOTAL
		COST/HR			
SUN CITY CONTRACTOR	$33,600.00	SUPV.	$28.50	$14,250.00	**$58,1**
		WORKER	$20.50	$10,250.00	
ALL BUILDING CLEANING	$40,752.00	SUPV.	$22.00	$11,000.00	**$59,7**
		WORKER	$16.00	$8,000.00	

. COST
00.00
52.00

To Whom it May Concern

Subject: Reference Letter for Bid No.BHI-198, Custodial Service for Public Buildings 2019

Name of Bidder: All Building Cleaning Corp.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Title of Contract: Capital Realty- Dadeland Plaza

Scope of work: Janitorial Services

Value of Contract $ 7500.00/MO Is contract active of expired? ☑ Active ☐ Expired

Was the work performed timely: ☑ Yes ☐ No

Was the work performed to acceptable quality standards? ☑ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☑ Yes ☐ No

If not to either of the above please provide details:

Comments:
very reliable cleaning company - good supervision.
timely service - always available in any request

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Maria Echomendia Date 2/11/19

Signature: MB Title: Office Manager

Telephone: 305-663-6633 E-mail: maria@capital-Realty.com

Sincerely,

J.C. Jimenez
Town Manager

To Whom it May Concern:

Subject: Reference Letter for Bid No.BHI-198, Custodial Service for Public Buildings 2019

Name of Bidder: ALL BUILDING CLEANING CORP.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Title of Contract:

Scope of work: Full service janitorial work ,multi tennant buildings,surgery centers,restaurants he does many different sites for us

Value of Contract $ $17,827 Is contract active of expired? ☒ Active ☐ Expired

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If not to either of the above please provide details:

Comments:
Mike and All Building service multiple sites for us as a subcontractor ,his work is always satisfactory and his supervision is excellent .I would highly recommend All Building for your janitorial needs

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Shawn McIntosh Date 2/19/19

Signature: Shawn McIntosh Title: Regional Manager

Telephone: 954-771-8922 E-mail: smcintosh@capitalcontractors.com

Sincerely,

J.C. Jimenez
Town Manager

To Whom it May Concern:

Subject: Reference Letter for Bid No.BHI-198, Custodial Service for Public Buildings 2019

Name of Bidder: ALL BUILDING CLEANING CORP.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Title of Contract:

Scope of work: Cleaning nightly of 101,342 sq. ft. office buildings

Value of Contract $ 6978.72 Is contract active of expired? ■ Active ☐ Expired

Was the work performed timely: ■ Yes ☐ No

Was the work performed to acceptable quality standards? ■ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ■ Yes ☐ No

If not to either of the above please provide details:

Comments: All Building Cleaning Corp and owner Mike Castro are great. Our property has been using them for over 13 years

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Nicholas Siberio Date 2/18/19

Signature: Title: Property Mgr.

Telephone: 305 592 6586 E-mail: atriumoffice@aol.com

Sincerely,

J.C. Jimenez
Town Manager

To Whom it May Concern:

Subject: Reference Letter for Bid No.BHI-198, Custodial Service for Public Buildings 2019

Name of Bidder: ALL BUILDING CLEANING CORP.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Title of Contract:

Scope of work: CLEAN BUILDINGS (ENTIRE)

Value of Contract $_____ Is contract active of expired? ☑ Active ☐ Expired

Was the work performed timely: ☑ Yes ☐ No

Was the work performed to acceptable quality standards? ☑ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☑ Yes ☐ No

If not to either of the above please provide details:

Comments:
Very good company, reliable and trutworthy employees.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: OLGA DIAZ Date 2/21/19

Signature: [signature] Title: PROPERTY MANAGER

Telephone: (305) 856-5858 E-mail: odiaz@efhuttoncorp.com

Sincerely,

J.C. Jimenez
Town Manager

To Whom it May Concern:

Subject: Reference Letter for Bid No.BHI-198, Custodial Service for Public Buildings 2019

Name of Bidder: ALL BUILDING CLEANING CORP.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Title of Contract:

Scope of work: Daily Custodial Services & Events Custodial Services

Value of Contract $ $34,740.00 Is contract active of expired? ☐ Active x Expired

Was the work performed timely: x Yes ☐ No

Was the work performed to acceptable quality standards? x Yes ☐ No

Would you enter into a contract with the Contractor in the future? x Yes ☐ No

If not to either of the above please provide details:

Comments:

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Natalie Padró Date 2/22/19

Signature: Natalie Padró Title: Events & Operations Associate

Telephone: 305.722.5327 E-mail: npadro@youngarts.org

Sincerely,

J.C. Jimenez
Town Manager