



**Town of Surfside  
Special Town Commission Meeting  
AGENDA**

**November 6, 2014  
7 p.m.**

**Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154**

**1. Opening**

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**

**2. First Reading Ordinances**

- A. Medical Marijuana Ordinance – Sarah Sinatra, Town Planner Page 1 - 12**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA RELATING TO MEDICAL MARIJUANA FACILITIES FOR MEDICAL USE ONLY; AMENDING CHAPTER 90 “ZONING” BY AMENDING “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 90-23 “CONDITIONAL USES”; SECTION 90-41 “TABLE- REGULATED USES”; CREATING SECTION 90-41.2 “MEDICAL MARIJUANA FACILITIES”; SPECIFICALLY AMENDING SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS”; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**3. Resolutions and Proclamations**

- A. Resolution Approving CGA Work Authorization No. 88 – Michael P. Crotty, Town Manager Page 13 - 21**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 88 (CREATE ZONING CRITERIA INCLUDING MID-BLOCK WALKWAYS AND OPEN SPACE, CGA PROPOSAL NO. 14-7020) IN A TOTAL AMOUNT NOT TO EXCEED \$ 54,998.59 FROM THE GENERAL FUND, FY2014/2015 ACCOUNT NO. 001-2000-524-31-10; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

- B. Tourist Mobile App – Duncan Tavares, TEDACS Director Page 22 - 80**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PROSPORT ENTERTAINMENT, LLC, D/B/A SHFT MOBILE TECHNOLOGIES (“SHFT MOBILE”) AND THE TOWN OF SURFSIDE FOR THE DESIGN AND DEVELOPMENT OF THE TOWN’S TOURISM MOBILE APPLICATION PLATFORM (“TOURISM MOBILE APP”) REAFFIRMING THE RESORT TAX BOARD EXPENDITURE OF \$10,800.00 FROM THE FY2014/2015 RESORT TAX FUND ACCOUNT NO. 102-8000-552-48-10 FOR MAINTENANCE, SERVICING AND LICENSING; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**4. Mayor, Commission and Staff Communications**

- A. Town Manager Transition – Interim Town Manager Recruitment – Mayor Daniel Dietch Page 81**
- B. Enterprise Resource Planning (ERP) Proposal – Donald Nelson, Finance Director Page 82 - 83**
- C. Surfside Seawall Replacement Project Bid Value Engineering – Chris Giordano, CGA Page 84 - 87**
- D. 94<sup>th</sup> Street Milling/Resurfacing (Harding to Collins) – Joseph Kroll, Public Works Director Page 88 - 91**

#### 4. Adjournment

Respectfully submitted,



Michael P. Crotty  
Town Manager

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THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov)

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



## Town of Surfside Commission Communication

**Agenda #** 2A  
**Agenda Date:** October 14, 2014  
**Subject:** Medical Marijuana  
**From:** Sarah Sinatra Gould, AICP, Town Planner

### **Background:**

The Florida Right to Medical Marijuana Initiative, Amendment 2, is on the November 4, 2014 ballot as an amendment to the Florida Constitution. If approved, medical marijuana will be legalized in Florida. The amendment is expected to pass in November. The Town Commission wishes to enact regulations prior to November, and instructed staff to draft a zoning ordinance for first reading in October.

### **Analysis:**

The existing State Statute is SB 1030 (AKA Charlotte's Web), enacted during the 2014 legislative session. The statute is administered by the Health Department and only permits the sale and consumption of liquid, non-euphoric form of cannabis for very limited conditions/illnesses, which are specified in the statute. The current statute is not intended to implement the Amendment, but has a more limited purpose. The proposed Amendment 2 permits medical marijuana for any disease/condition as deemed medically necessary by a doctor. Only a doctor's certification is required for consumption.

The League of Cities has a task force to get a handle on the issue of whether the state has preempted local government from zoning to regulate the use of medical marijuana. At this time, staff is of the opinion that this use can be regulated through zoning. However, a total prohibition of its use could be problematic. It may not be desirable to be the first municipality to have a total ban, which is anticipated to invite litigation and its associated expense.

As requested by the Town Commission, Staff drafted an ordinance that included several types of local regulations that could be instituted to limit the impact of medical marijuana facilities in the Town of Surfside, several examples are as follows:

- Limiting the use to certain zoning districts
- Only permit as a conditional use rather than a permitted use
- Include distance separation between uses (1000 feet)
- 200 feet distance from a public or private school, place of public assembly, Public Park or community center
- Have a minimum/maximum area restrictions for operations
- Require security
- Require air scrubbers to avoid odor affecting neighboring businesses.
- No loitering or on-site consumption
- Hours of operation limitations

**Budget Impact:** N/A

**Growth Impact:** N/A

**Staff Impact:** N/A

**Staff Recommendation:** Staff recommends the Town Commission approve this ordinance on first reading.



Michael Crotty, Town Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA RELATING TO MEDICAL MARIJUANA FACILITIES FOR MEDICAL USE ONLY; AMENDING CHAPTER 90 “ZONING” BY AMENDING “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 90-23 “CONDITIONAL USES”; SECTION 90-41 “TABLE- REGULATED USES”; CREATING SECTION 90-41.2 “MEDICAL MARIJUANA FACILITIES”; SPECIFICALLY AMENDING SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS”; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida is considering legalizing the dispensing of Marijuana for medical use; and

**WHEREAS**, the Town has seen reports, studies and cases regarding the impacts of medical marijuana facilities to the surrounding area and has consulted with officials in states where marijuana is permitted to be sold; and

**WHEREAS**, the Town Commission has the responsibility and authority to determine what uses are best suited to particular zoning categories as well as land use categories within the Town; and

**WHEREAS**, the Town Commission of the Town of Surfside has determined that given the potential impact on the surrounding area, medical marijuana facilities should only be permitted within the SB-B40 zoned areas of the Town; and

**WHEREAS**, the intent of the Town Commission is to allow the limited retail sales of medical marijuana only as provided herein, while continuing to prohibit the cultivation, wholesale storage, distribution, transfer, or processing of any form of Marijuana or Marijuana product except in accord with this Ordinance; and

**WHEREAS**, the Town Commission held its first public hearing on November 6, 2014 having complied with the notice requirements required by Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on December 3, 2014 with due public notice and input; and

**WHEREAS**, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on January 13, 2015; and

**WHEREAS**, the Town Commission of the Town of Surfside has determined that it is in the best interests of the Citizens of Surfside and the general public to regulate the location of medical

marijuana facilities in the event the State of Florida legalizes said facilities for medical use.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

**Section 2. Code Amendment.** The Code of the Town of Surfside, Florida is hereby amended as follows:

**Sec. 90-2. Definitions.**

\* \* \*

*Marijuana.* Any strain of cannabis or marijuana, in any form, that is authorized by state law to be dispensed or sold in the State of Florida. Also referred to as “Medical Marijuana.”

\* \* \*

*Cannabis.* Any plant(s) or part of a plant(s) of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant(s); and every compound, manufacture, salt, derivative, mixture, or preparation of the plant(s) or its seeds or resin.

\* \* \*

*Medical Marijuana Facility.* A retail establishment, licensed by the Florida Department of Health as a “medical marijuana treatment facility,” “medical marijuana treatment center,” “dispensing organization,” “dispensing organization facility” or similar use, that sells and dispenses medical marijuana, but does not engage in any other activity related to preparation, wholesale storage, distribution, transfer, cultivation, or processing of any form of Marijuana or Marijuana product, and does not allow on-site consumption of Marijuana.

\* \* \*

*Qualified Registered Patient/Qualified Patient.* A resident of the state of Florida who has been added to the State’s compassionate use registry by a physician licensed under chapter 458 or chapter 459, Florida Statutes to receive marijuana from a dispensing organization or Medical Marijuana Treatment Center as defined in Florida Statutes.

\* \* \*

*Medical Use.* The prescriptive use of any form of cannabis to treat a qualifying medical condition and the symptoms associated with that condition or to alleviate the side effects of a qualifying medical treatment.

\* \* \*

Non-Medical Marijuana Sales. The purchase, sale, transfer or delivery of marijuana, cannabis, cannabis-based products or cannabis plant(s) when such sale, transfer or delivery is not associated with any medical purpose or use, whether or not such purchase, sale, transfer or delivery is lawful under federal or state law.

**Sec. 90-23. Conditional uses**

\* \* \*

90-23.4 Procedures; Conditional Uses. Application and fee shall be submitted to the Town for a Conditional Use review and are subject to the requirements of section 90-23. Applications for approval of a Conditional Use shall be heard by the Planning and Zoning board for a recommendation to the Town Commission. The Planning and Zoning board's report may contain recommendations to the Town Commission in approving the Conditional Use. The Town Commission may establish these and/or additional conditions for an approval by a simple majority vote. Medical marijuana facilities, Outdoor dining facilities, hotel swimming pools, and other similar facilities shall be required to obtain an annual Conditional Use permit. The permit will dictate hours of activity and other conditions necessary to provide compatibility with the surrounding neighborhood.

\* \* \*

**Sec. 90-41. Regulated uses.**

\* \* \*

**90-41 (c) Table—Regulated uses.**

\* \* \*

|                                                                                                                                                                 |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <i>Office Uses and Professional Services</i>                                                                                                                    | <i>SB-B40</i>       |
| * * *                                                                                                                                                           | * * *               |
| Medical or dental clinic                                                                                                                                        | P(9)                |
| <u>Medical Marijuana Facility</u>                                                                                                                               | <u>CU(9,17, 25)</u> |
| Psychic reading, advising, and consulting, palmistry, clairvoyance, astrological interpretation, tarot card reading, spiritual consultation, or fortune telling | P(9)                |
| * * *                                                                                                                                                           | * * *               |



\* \* \*

(25) Subject to the regulations set forth in Section 90-41.2, Medical Marijuana Facilities.

\* \* \*

**90-41.2. Medical Marijuana Facilities.**

**(a) Application.**

(1) Application Requirements. In addition to the standard application requirements and meeting all the requirements for a Conditional Use prescribed in Section 90-23 an application for Conditional Use approval for a Medical Marijuana Facility shall:

- a. be a joint application by the Property owner and the tenant, if the Medical Marijuana Facility and the Property are not owned by the same person or entity;
- b. be accompanied by a lease identifying the specific use, if the Medical Marijuana Facility and the Property are not owned by the same person or entity;
- c. in addition to the notice required by this Chapter, no later than 10 days prior to each and every public hearing, provide proof of mailed notice of the public hearing to all property owners within 1,000 feet of the property on which the Medical Marijuana Facility is proposed.

**(b) Additional Requirements.**

- (1) Hours of operations. No medical Marijuana Medical Marijuana Facility shall be open between the hours of six o'clock (6:00) P.M. and eight o'clock (8:00) A.M.
- (2) The Property shall provide sufficient sound absorbing insulation so that noise generated inside the premises is not audible anywhere on the adjacent property or public rights-of-way, or within any other building or other separate unit within the same building as the Medical Marijuana Facility.
- (3) Odor and air quality. The Property shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the Property is not detected outside the Property, anywhere on adjacent property or public rights-of-way, or within any other unit located within the same building as the Medical Marijuana Facility. A complete air filtration and odor elimination filter and scrubber system shall be provided ensuring the use will not cause or result in dissemination of dust, smoke, or odors beyond the confines of the occupied space.

- (4) Separation distance. The Medical Marijuana Facility shall not be located within a two hundred (200') radius of a public or private school, place of public assembly, public park or community center. The distances specified in this section shall be determined by the horizontal distance measured in a straight line from the closest property line to the closest property line of the lot on which the Medical Marijuana Facility is located, without regard to intervening structures.
- (5) Separation between facilities. The Medical Marijuana Facility shall not be located within a one thousand foot (1,000') radius of any other Medical Marijuana Facility. The distance specified shall be determined by the horizontal distance measured in a straight line from the property line of any other Medical Marijuana Facility to the closest property line of the lot on which the permitted Medical Marijuana Facility is located, without regard to intervening structures.
- (6) Conviction or probation. No person who has been convicted within the previous ten (10) years of a felony or, who is currently on parole or probation for the sale or distribution of a controlled substance, shall be engaged directly or indirectly in the management of the Medical Marijuana Facility nor, further, shall manage or handle the receipts and expenses of the Medical Marijuana Facility.
- (7) Variances to the location standards of this Section shall be prohibited.
- (8) Garbage. Refuse or waste products incident to the distribution of marijuana shall be destroyed on-site at least once every 24 hours.
- (9) Security. With the application, the Applicant shall submit a security plan demonstrating compliance with Section 37.986, Florida Statutes and all other applicable statutes and State administrative rules.
- (10) In addition to proving compliance with all State requirements, the security plan shall, at a minimum, provide the following:
- a. Windows and roof hatches at the Property shall be secured so as to prevent unauthorized entry, and shall be equipped with latches that may be released quickly from the inside to allow exit in the event of emergency and shall be in compliance with all applicable building code provisions.
  - b. Fully operational lighting and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft, both in the premises and in the surrounding rights-of-way, including:
    - i. silent security alarm that notifies the Police Department or a private security agency that a crime is taking place;

- ii. a vault, drop safe or cash management device that provides minimum access to the cash receipts; and
- iii. a product storage vault of sufficient size to secure all Marijuana products on the premises during hours during which the business is not operating.
- iv. a security camera system capable of recording and retrieving an image which shall be operational at all times during and after business hours. The security cameras shall be located at every ingress and egress to the dispensary, including doors and windows, on the interior where any monetary transaction shall occur and at the ingress and egress to any area where Medical Marijuana is stored;

c. Traffic management and loitering controls;

(11) The Chief of Police shall review the applicant's security plan using Crime Prevention Through Environmental Design (CPTED) principles. The Chief may recommend, and the Town Commission may impose site and operational revisions as are deemed reasonably necessary to ensure the safety of the Applicant, owner(s), employees, customers, adjacent property owners and residents, which may shall include items such as limitations on window and glass door signage, illumination standards, revisions to landscaping, and any other requirement designed to enhance the safety and security of the premises.

(12) Compliance with State regulations and licensure requirements. A Medical Marijuana Facility must comply with all federal and state laws, and the Town of Surfside Code of Ordinances, licensing and regulatory requirements, as may be applicable and amended from time to time.

(13) A Medical Marijuana Facility shall notify the Town within five (5) business days of receipt of any notice of violation or warning from the State or of any changes to its State licensing approvals.

(14) If a Medical Marijuana Facility receives a notice of violation or warning from the State, it shall, no later than twenty (20) business days after receipt of the notice, provide a copy of the corrective action plan and timeframes and completion date to address the identified issues to the Town.

**(c) Prohibited activities.**

(1) No Loitering. Medical marijuana facility shall provide adequate seating for its patients and business invitees. The medical marijuana dispensary shall not direct or encourage any patient or business invitee to stand, sit (including in a parked vehicle), or gather or loiter outside of the building where the dispensary is located and operates, including, but not

limited to, sidewalks, parking areas, right-of-ways, or neighboring properties for any period of time longer than that is reasonably required to arrive and depart. The facility shall post conspicuous signs on a least three (3) sides of the building stating that no loitering is allowed on the property.

- (2) A Medical Marijuana Facility shall not engage in any activity other than those activities specifically defined herein as an authorized part of the use. The preparation, wholesale storage, cultivation, or processing of any form of Marijuana or Marijuana product, off-site delivery, and on-site consumption of any Marijuana or Marijuana product is specifically prohibited throughout the Town. On-site storage of any form of Marijuana or Marijuana product is prohibited, except to the extent reasonably necessary for the conduct of the on-site retail business.
- (3) No Outside display. A Medical Marijuana Facility shall be prohibited from displaying Marijuana, Marijuana-infused products, product type or name, or devices to ingest, inhale or otherwise consume. No Marijuana or Marijuana product of any kind may be visible from any window or exterior glass door from any public or other private property, or be visible from the building exterior. There shall be no outdoor displays, sales, promotions, or activities of any kind permitted on the premises, including the surrounding rights-of-way. All activities and business shall be conducted within the confines of the building containing the Medical Marijuana Facility.
- (4) There shall be no on-site storage of any form of Marijuana or Marijuana product, except as reasonably necessary for the conduct of the Medical Marijuana Facility's on-site business and then only when the Medical Marijuana products are stored in structures that are enclosed, in a locked vault or safe, in any other secured storage structure, or in a safe or vault that is bolted to the floor of the Property.
- (5) No Queuing or stacking of vehicles. The Medical Marijuana Facility shall ensure that there is no queuing or stacking of motor vehicles in any right-of-way. The facility shall take all necessary and immediate steps to ensure compliance with this paragraph.
- (6) No drive through service. The Medical Marijuana Facility shall not have a drive-through or drive-in service aisle. All dispensing, payment for and receipt of said marijuana shall occur from within or inside the Medical Marijuana Facility.
- (7) No alcohol beverage. There shall be no sale, service or consumption of alcoholic beverages on the premises or on any parking area, sidewalk, or right-of-way.
- (8) On-Site consumption of Marijuana. No Medical Marijuana Facility shall allow any Marijuana to be smoked, ingested or otherwise consumed on the premises. The Medical

Marijuana Facility shall take all necessary and immediate steps to ensure compliance with this paragraph. No person shall smoke, ingest or otherwise consume Marijuana on the premises.

(9) Live plant materials. No living Marijuana plants are permitted on the site of a Medical Marijuana Facility.

(10) Other activities. A Medical Marijuana Facility shall not engage in any activity other than those activities specifically defined herein as an authorized part of the use. The preparation, wholesale storage, cultivation, or processing of any form of Marijuana or Marijuana product, off-site delivery, and on-site consumption of any Marijuana or Marijuana product is specifically prohibited. On-site storage of any form of Marijuana or Marijuana product is prohibited, except to the extent reasonably necessary for the conduct of the on-site retail business.

**(d) Conditional Use duration.**

(1) A special exception approval for a Medical Marijuana Facility shall be valid for one (1) year subject to compliance with the conditions of approval and all state laws, licensing and operational requirements. A new conditional use approval must be obtained prior to expiration of the active approval to ensure continued operation.

**(e) Revocation of Conditional Use approval.**

(1) Any Conditional Use approval granted under this section shall be immediately terminated if any one or more of the following occur:

- a. The Applicant provides false or misleading information to the Town;
- b. Anyone on the premises knowingly dispenses, delivers, or otherwise transfers any Marijuana or Marijuana product to an individual or entity not authorized by state law to receive such substance or product;
- c. An Applicant, or manager is convicted of a felony offense;
- d. Any Applicant, manager or Employee is convicted of any drug-related crime under Florida Statutes;
- e. The Applicant fails to correct any Town violation or to otherwise provide an action plan to remedy the violation acceptable to the Town Manager within 30 days of citation;
- f. The Applicant fails to correct any State violation or address any warning in accordance with any corrective action plan and timeframes required by the State. The Applicant shall provide an copy of the corrective plan required by the State to the Town;
- g. The Applicant's State license or approval authorizing the dispensing of Medical Marijuana expires or is revoked;

h. For purposes of this subsection, the Applicant shall include any property owner or tenant who initially applies for a Conditional Use approval, and all subsequent property owners or tenants during the effective period of the Conditional Use permit.

\* \* \*

**Sec. 90-77. Off-street parking requirements**

\* \* \*

(c) Required parking table. The number of off-street parking spaces that shall be required to serve each building or structure and use shall be determined in accordance with the following table:

| Type of Residential Unit/Type of Use | Minimum Spaces Requirements                            |
|--------------------------------------|--------------------------------------------------------|
| * * *                                | * * *                                                  |
| Educational services                 | 1 space per classroom, plus 1 per 250 gross floor area |
| <u>Medical Marijuana Facility</u>    | <u>1/100 sq. ft. of gross floor area</u>               |

\* \* \*

**Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 4. Conflict.** All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

**Section 5. Inclusion in the Code of Ordinances.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “Section” or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective upon final adoption on second reading.

**PASSED** and **ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

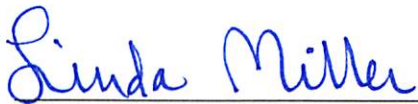
**PASSED** and **ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, CMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Linda Miller, Town Attorney

On Final Reading Moved by: \_\_\_\_\_  
On Final Reading Seconded by: \_\_\_\_\_

**VOTE ON ADOPTION:**

|                              |     |       |    |       |
|------------------------------|-----|-------|----|-------|
| Commissioner Barry R. Cohen  | yes | _____ | no | _____ |
| Commissioner Michael Karukin | yes | _____ | no | _____ |
| Commissioner Marta Olchyk    | yes | _____ | no | _____ |
| Vice Mayor Eli Tourgeman     | yes | _____ | no | _____ |
| Mayor Daniel Dietch          | yes | _____ | no | _____ |



## Town of Surfside Commission Communication

**Agenda Item #:** 3A

**Agenda Date:** October 14, 2014

**Subject:** Resolution Approving CGA Work Authorization No. 88 – Harding/Collins Corridor Analysis (94th – 88th Street)

**Background:** At the September 30, 2013 Joint Planning and Zoning and Town Commission meeting, there was a discussion about the block between Collins and Harding Avenues and the high interest in redevelopment of this corridor. In an effort to stay ahead of the new construction, there was interest from both boards to prepare criteria to help guide future development into the desired development pattern. Based on that, a budget item will be included for an analysis and preparation of zoning criteria which includes the following:

- Preparation of new zoning criteria and comparison of existing conditions
- A review of green book traffic engineering standards as well as Miami-Dade County and FDOT as it relates to mid-block accessibility, walkways, pedestrian activity
- Impacts to existing buildings and strategies for potential non-conformities such as if there is a modification to an existing building, under what circumstances would the entire development need to be brought up to the proposed code
- Consistency of new criteria with comprehensive plan, including the 1989 Comprehensive Plan, which provided for a study of this corridor
- Consistency of new criteria with other sections of the zoning code such as off-street parking, signs, accessory structures, conditional uses, landscaping
- Requirements for open space in terms of landscaping, public space
- Coordination with legal in terms of vested rights, reduced density or intensity resulting from new zoning criteria
- Design criteria for pedestrian walkways

The Town has approved an allocation of \$55,000 in the FY 14/15 Budget professional services for a corridor analysis (Harding Avenue/Collins Avenue; 94th to 88th Street).

**Budget Impact:** Funds included in FY 14/15 Budget.

**Recommendation:** Adopt Resolution approving CGA Work Authorization No. 88 [Note: Copy of Work Authorization attached to Resolution].

  
Michael P. Crotty, Town Manager



RESOLUTION NO. 14 – \_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 88 (CREATE ZONING CRITERIA INCLUDING MID-BLOCK WALKWAYS AND OPEN SPACE, CGA PROPOSAL NO. 14-7020) IN A TOTAL AMOUNT NOT TO EXCEED \$ 54,998.59 FROM THE GENERAL FUND, FY2014/2015 ACCOUNT NO. 001-2000-524-31-10; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission has determined a need to begin review of and prepare revised zoning criteria for the blocks between Collins and Harding Avenues; and

**WHEREAS**, \$55,000.00 has been allocated in the adopted FY2014/2015 budget for these professional services; and

**WHEREAS**, Town consulting planner, Calvin-Giordano & Associates, Inc. (“CGA”) has submitted a proposal for said planning consulting services (See Attachment “A” Proposal No. 14-7020); and

**WHEREAS**, it is in the best interest of the Town to approve the Work Authorization No. 88 of CGA in the amount of \$54,998.59 for said consulting planning services.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval and Authorization.** The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to implement the terms and conditions of the Work Authorization No. 88 (Create Zoning Criteria including Mid-Block Walkways and Open Space, CGA Proposal No. 14-7020) (See Attachment “A”) in the amount of \$54,998.59.

**Section 3. Authorization to Appropriate and Expend Funds.** The Town Manager is hereby authorized to expend funds from the 2014-2015 Fiscal Year Budget not to exceed \$54,998.59 from the General Fund, Account No. 001-2000-524-31-10.

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

**PASSED** and **ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

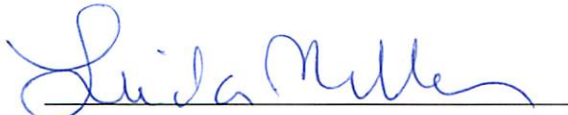
|                              |       |
|------------------------------|-------|
| Commissioner Barry R. Cohen  | _____ |
| Commissioner Michael Karukin | _____ |
| Commissioner Marta Olchyk    | _____ |
| Vice Mayor Eli Tourgeman     | _____ |
| Mayor Daniel Dietch          | _____ |

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, CMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Linda Miller, Town Attorney



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS

Date: October 7, 2014

Mr. Michael Crotty  
Town Manager  
**TOWN OF SURFSIDE**  
9293 Harding Avenue  
Surfside, FL 33154

**RE: Work Authorization No. 88**  
**Create zoning criteria including mid-block walkways and open space**  
**CGA Proposal No. 14-7020**

Dear Mr. Crotty,

Enclosed for your review and approval is Work Authorization No. 88 for Create zoning criteria including mid-block walkways and open space. The scope of the project includes Zoning criteria including mid-block walkways and open space.

The Scope of Services to be furnished under this Work Authorization includes Landscape Architecture and Planning as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$54,998.59.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

Dennis J. Giordano  
President

- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
- Contract Government
- Data Technologies & Development
- Emergency Management Services
- Engineering
- Governmental Services
- Indoor Air Quality
- Landscape Architecture & Environmental Services
- Municipal Engineering
- Planning
- Public Administration
- Redevelopment & Urban Design
- Renewable Energy
- Resort Development
- Surveying & Mapping
- Transportation Planning & Traffic Engineering
- Utility & Community Maintenance Services
- Water Resources Management

1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807

www.cgasolutions.com

## **TOWN OF SURFSIDE**

### **Create zoning criteria including mid-block walkways and open space**

#### **PROJECT DESCRIPTION**

#### **1. SCOPE OF SERVICES**

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

##### **I. Professional Planning Services**

- A. Preparation of new zoning criteria and comparison of existing conditions
- B. A review of green book traffic engineering standards as well as Miami-Dade County and FDOT as it relates to mid-block accessibility, walkways, pedestrian activity
- C. Impacts to existing buildings and strategies for potential non-conformities such as if there is a modification to an existing building, under what circumstances would the entire development need to be brought up to the proposed code
- D. Consistency of new criteria with comprehensive plan, including the 1989 Comprehensive Plan, which provided for a study of this corridor
- E. Requirements for open space in terms of landscaping and public space
- F. Coordination with legal in terms of vested rights, reduced density or intensity resulting from new zoning criteria
- G. Design criteria for pedestrian walkways
- H. Coordinate with the Miami-Dade Historic Preservation Board on any properties designated historic or selected by the Board for potential historic designation.

##### **II. Professional Landscape Architecture Services**

- A. Parameters: The boundary for the planning study area is limited to all city blocks between 94th Street to the North and 88th Street to the South, exclusively bound by Collins and Harding Avenues. This study does not include the Town's Business District, north of 94th Street.

**B. Phase I: Existing Conditions Analysis - Establishing a Baseline**

1. Prepare no more than 3 views (1 perspective-view looking northward along Collins Avenue, 1 perspective-view looking southward along Harding Avenue, and 1 elevation view facing eastward from the west side of Harding Avenue) in 3-d, color-rendered graphics to illustrate the maximum hypothetical allowable development potential of properties within the study area reflecting considerations of height, massing and volume. The purpose of these graphics are to provide an illustrative baseline to assist in the conversation and discussions on issues affecting the scale, mass, volume and height.
2. Prepare an analysis of a real-life project having recently been processed through the Town's site plan review process as a demonstrative case study of the development-product being actually fostered by the already-adopted code. Coupled with the aforementioned analysis on maximum hypothetical allowable development potential of the properties, this analysis will facilitate complimenting the baseline process by identifying how additional development criteria (such as parking requirements, architectural articulations, landscape buffers, etc.) modify a property's 'maximum' potential for scale, mass, volume and height.
3. Prepare an inventory on the potential for historicism principles to be applied to the study area. This inventory may include, where information is available, the relative and approximate year of construction for existing structures and architectural characteristics they exhibit that may lend towards design standards incorporation into a revision of the code or possible requirements for preservation of historical assets of buildings. The purpose of this inventory will serve to guide the conversation on discussions about the 'look and feel' and the 'character' of the study area. This will also include coordination with the Miami-Dade Historic Preservation Board and experts on the possible identification of properties exhibiting potential for historic designation or identification.
4. Prepare an inventory on the specific allowable and prohibited uses presently codified for the study area.
5. Prepare a parcel-by-parcel inventory of present-day property ownership utilizing available data through the Miami-Dade County's Property Appraisals database to determine ownership patterns solely focused on an analysis of the probability of aggregation or on the probability of intent to aggregate. This analysis of property ownership contiguity will seek to inventory two incidences: (a) identify abutting properties that registered under the same sole ownership, and (b) identify properties

within proximity (defined as within the same block and with no more than 2 parcels of separation) that demonstrate a high probability of aggregation.

6. Prepare an inventory on the required parking requirements in the presently-adopted zoning code.
7. Prepare an analysis on the walkability of the existing context to determine the mechanisms by which pedestrian access easements can be incentives or required to foster mid-block connectivity between Collins and Harding Avenues. This study will include design recommendations on specific design criteria that may be incorporated into their articulation, including minimum widths, safety and security measures, possible pedestrian wayside amenities, and branding strategies to ensure they communicate a sense of 'public-ness'.
8. Prepare an inventory on the requirement for landscaping, open space, and public realm amenities in the presently-adopted zoning code.
9. Prepare a review of traffic engineering standards outlined in the 'Green Book' or adopted by Miami-Dade County and the Florida Department of Transportation as it relates specifically to mid-block accessibility, safety, walkways, and pedestrian criteria.
10. Prepare a description in legal terms of any vested rights possibly being impacted by any reduction in density or intensity. This analysis will serve to establish a baseline to illustrate allowable, real-life parameters able to be modified without negatively impacting the Town with potential liabilities.
11. Attend 1 public meeting to present the findings of the analysis.

C. Phase II: Iterative Design Process and Discussions

1. Attend no more than 2 public meetings where discussions may be had regarding direction for modification on existing analysis findings.
2. Prepare no more than 2 iterative versions of possible code revisions reflective of discussion items and directives received. Text revisions may be accompanied by no more than 3 views (1 perspective-view looking northward along Collins Avenue, 1 perspective-view looking southward along Harding Avenue, and 1 elevation view facing eastward from the west side of Harding Avenue) of a 3-d rendered graphic per

iteration illustrating the impacts on the hypothetical maximum allowable development potential within the study area. Additional iterations may be produced at an additional cost.

**D. Phase III: Final Recommendations**

1. Preparation of new zoning criteria for the study area and preparation of a comparative overview to identify the modifications being proposed as compared to the already-adopted zoning code. Text revisions may be accompanied by no more than 3 views (1 perspective-view looking northward along Collins Avenue, 1 perspective-view looking southward along Harding Avenue, and 1 elevation view facing eastward from the west side of Harding Avenue) of a 3-d rendered graphic illustrating the impacts on the hypothetical maximum allowable development potential within the study area.
2. Prepare an analysis of the consistency of the proposed criteria with the Comprehensive Plan.
3. Conduct an analysis of existing building strategies for non-conformities with a focus on establishing thresholds for modifications that will circumstantially trigger an entire property to be brought up to meet the proposed code.
4. Attend 1 public meeting to present the findings of the recommendations.

**2. BASIS OF COMPENSATION:**

Hourly rates with an estimated fee of \$52,451.04 plus reimbursables at \$2,547.55 with a total not to exceed amount of \$54,998.59. Payments to be made monthly.

**3. SUBMITTED**

Submitted by:   
Dennis J. Giordano

Date: 10/7/14

**4. APPROVAL**

Approved by: \_\_\_\_\_  
Michael Crotty, Town Manager

Date: \_\_\_\_\_

**TOWN OF SURFSIDE  
 WORK AUTHORIZATION ESTIMATE DATE**

**WORK AUTHORIZATION NO.** 88  
**PROJECT NAME** Create zoning criteria including mid-block walkways and open space  
 CGA Proposal No. 14-7020  
**DESCRIPTION** Zoning criteria including mid-block walkways and open space

| <b>TITLE</b>              | <b>RATE</b> | <b>HOURS/UNITS</b> | <b>COST</b>        |
|---------------------------|-------------|--------------------|--------------------|
| Associate Planning        | \$159.14    | 15                 | \$2,387.10         |
| Clerical                  | \$74.26     | 1                  | \$74.26            |
| Landscape Architect       | \$106.09    | 295                | \$31,296.55        |
| Landscape CADD Technician | \$84.87     | 24                 | \$2,036.88         |
| Planner                   | \$95.48     | 30                 | \$2,864.40         |
| Planning Administrator    | \$127.31    | 75                 | \$9,548.25         |
| Principal                 | \$212.18    | 20                 | \$4,243.60         |
|                           |             |                    | <b>\$52,451.04</b> |

| <b>SUB-CONSULTANTS</b> | <b>COST</b> |
|------------------------|-------------|
| <b></b>                |             |

|                              |                    |
|------------------------------|--------------------|
| <b>LABOR SUBTOTAL</b>        | <b>\$52,451.04</b> |
| <b>REIMBURSABLE SUBTOTAL</b> | <b>\$2,547.55</b>  |
| <b>TOTAL</b>                 | <b>\$54,998.59</b> |

Reviewed by: \_\_\_\_\_  
 Michael Crotty, Town Manager





## Town of Surfside Commission Communication

**Agenda Item #** 3B

**Agenda Date:** October 14, 2014

**Subject:** Tourism Mobile App

**Background:** On August 11, 2014 the Tourist Board approved a proposal from ShFt Mobile Technologies for a Tourism Mobile App (Attachment A).

The app will assist in advertising the downtown business district and hotels to visitors with in the drive market, staying at Surfside or neighboring hotels and/or to those looking at Surfside as a destination to visit. It will also be a valuable tool for Surfside residents to stay abreast of changes to the amenities and discounts available from the downtown merchants or hotels. It is also a tool to promote activities such as Third Thursdays.

The downtown restaurants generate approximately \$350,000 in resort tax revenue per year and are a focal point of Surfside as a destination. Visitors to existing hotels will be supplying approximately \$1M in resort tax in FY14/15.

Calvin Giordano & Associates reviewed and approved the proposal from an IT perspective. The Police Department conducted a review of the both ShFt Mobile and Above and Beyond Adventures at the request of the Tourist Board.

The app also has the ability to incorporate existing technology that can identify available parking spaces or even to pay for parking through the app. It is important to note that these services are not part of the agreement being presented however the possibility is there to incorporate such items at a future date and cost pending direction at that time.

**Analysis:** The Tourist Board is granted the authority to expend their budget as they deem necessary given their mission to support tourism endeavors.

This item is paid for out of the Tourism portion of Resort Tax - not the General Fund / ad valorem (resident taxes).

This initiative is one identified in the adopted Five Year Tourism Strategic Plan as a necessary part of a comprehensive strategic marketing plan.

The Town Commission has stated a desire for the Town to solicit sponsorship funding of initiatives.

The agreement (~~Attachment C~~) outlines the responsibilities and deliverables of the vendor and Town and includes the following:

- Development Cost to the Town: \$0.00
- Underwriting (Sponsorship): \$32,000 value to the Town (see above cost to the Town). App to include one (1) page view of advertisement for Above & Below Adventures as sponsor (Attachment B). Any additional advertising revenue will be split 50/50 until ShFt Mobile is reimbursed for its share of its investment (\$16,000).  
It is important to note that the Town has all final approval of any and all advertising, including that of the sponsor and that the agreement addresses any possible changes to the sponsor company. The Town will also control any additional advertising by Surfside businesses or hotels.
- Monthly Maintenance: \$650/month (12-month package)
- Monthly Managed Service Fee: \$250/month (12-month package)

Therefore a total commitment of Tourist Bureau budget (Resort Tax) of \$900/month or \$10,800 for the year.

It is important to note that the primary objective of the app is for informational purposes. The app will serve to advertise the destination as a whole and is not viewed as a vehicle that focuses solely on advertising.

**Budget Impact:** \$10,800 annually in hosting/maintenance fees to be paid out of the Resort Tax allocation to the Tourist Board as part of the approved budget.

**Staff Impact:** Existing Staff will work with the vendor to provide all necessary information guidance and oversight during the process of creation and implementation of the app.

**Recommendation** This agreement falls under the umbrella of advertising for the Town and is excluded from competitive bidding as one of the exemptions in the Town's Purchasing ordinance. Also, due to the fact that it would be near impossible to duplicate the exceptional savings to the Town through the underwriting of the project (sponsorship), the Administration recommends in good faith a waiver of competitive bidding procedures as also permitted in the Town's Purchasing ordinance.

The Tourist Board and Town Administration recommend the Town Commission authorize the Town Manager to execute this agreement on behalf of the Tourist Board.

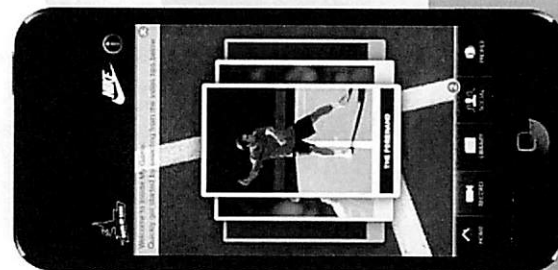
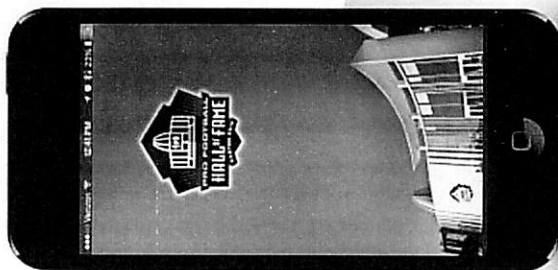
  
TEDACS Director

  
Town Manager

SHIFT  
MOBILE

PROSPORT  
EXPERIENCE

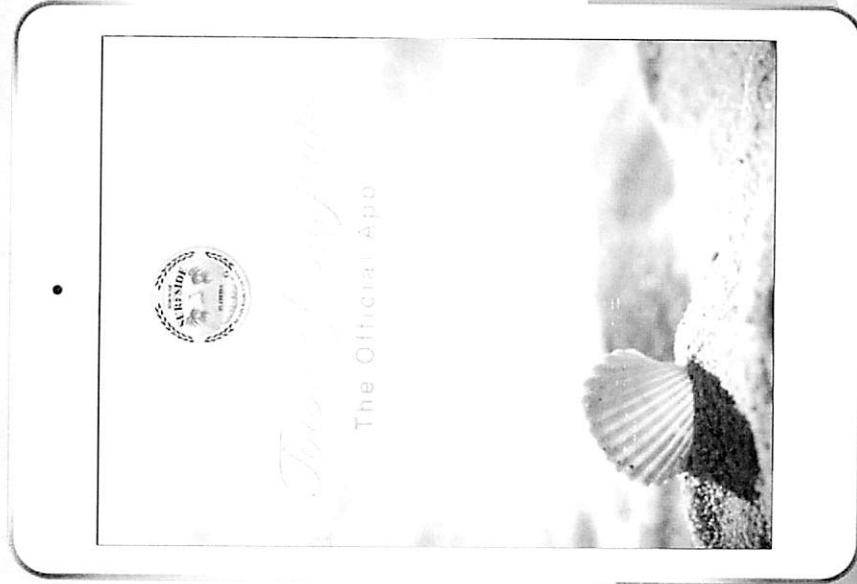
Welcome To Our Digital Family

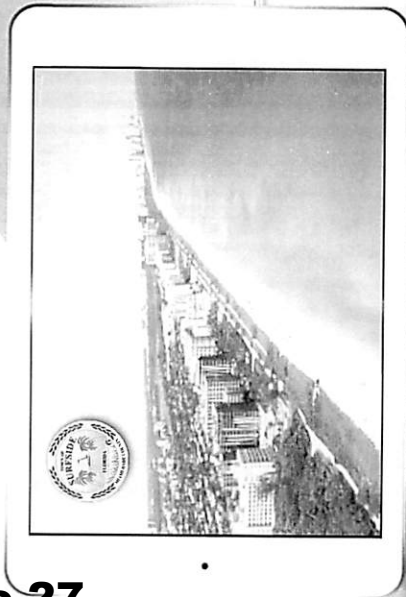


SHIFT  
MOBILE  
PROSPORT  
EXPERIENCE

Designing the Perfect Mobile and Social Media Experience  
for the **Town of Surfside.**

*A 24/7 Mobile Concierge for Tourist, Locals and Businesses*





DATE: June 9 2014  
 ATTENTION: Duncan Tavaraz  
 Town of Surfside

PROJECT TITLE: Town of Surfside Official Mobile App  
 ESTIMATED COMPLETION: 6 weeks (materials in-hand)

## Present a Professional Image to the World

### CREATION, DEVELOPING AND LAUNCH:

- Advise, generate and develop a complete mobile app and social media platform suitable for your company or brand.
- To construct a robust scalable and multi-level mobile platform.
- Design a look and feel to be used throughout the app with your guidance using the Prosport Entertainment and Shift Mobile development teams.
- Collaborate with Client to gather, strategize and integrate all context, images and videos designed for mobile platforms.
- Conduct extensive platform testing to assure satisfactory user experience and consistency before launching. Testing the keywords, links and other meta-tags throughout the mobile app for maximum exposure, navigation and search engine optimization.
- Launch app bug-free of issues and compatible with all mobile devices.

### POST DEVELOPMENT AVAILABLE SUPPORT:

- Mobile App Content Updates – adding, editing and/or removing any text or copy including any news, articles, reports, contact information and product or service description.
- Graphics & Animation Updates – adding, editing and sizing of any pictures / animations to the mobile app
- Moderate and interact with all the Social Media platforms (Facebook, Twitter, YouTube, and others requested)
- Monitor mobile app intermittently and upon your request.
- Upkeep technology updates from Apple, Android and other servers used.
- 24/7 platform server maintenance and HTML5 upgrades





94% of people look for local information on their phone, and 90% of those take action as a result.



**61%**  
call the business

**59%**  
visit the business

**90%**  
act within 24 hours



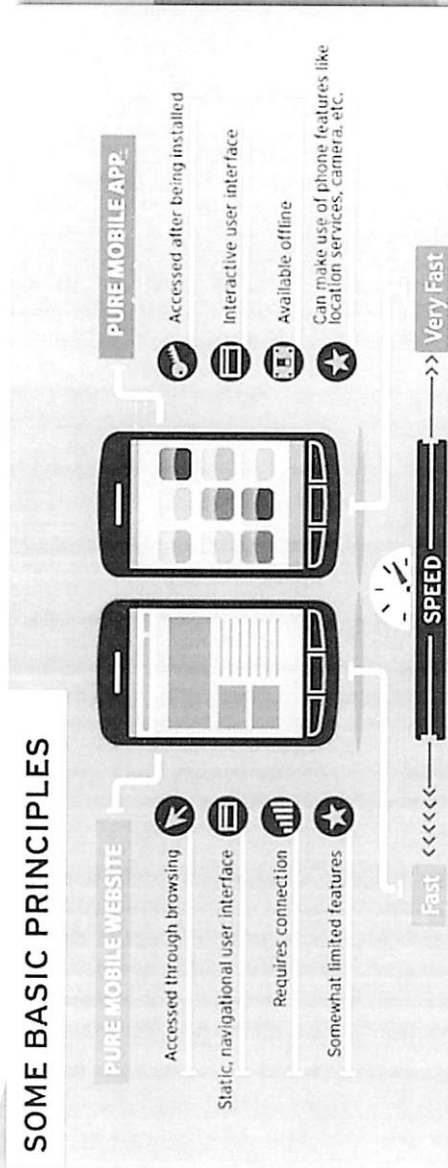
# NATIVE APPS VS MOBILE WEB

## The Mobile World Prefer Native Apps

The most important deciding factor of this debate lies with the end users. After all, we wouldn't be asking this question if we weren't trying to create a mobile strategy that creates real value for customers. According to a recent study by GOOGLE (April 2014):

- Users spend on average 2 hours and 38 minutes a day on their iOS and Android connected devices. *CNET 2014*
- Of that time, 80% is spent in apps and only 20% on browsers. *CNet 2014*
- U.S. consumers are using an increasing number of apps daily. *Google 2014*

These trends show that users are becoming more comfortable with the use of apps and tend to prefer apps to mobile optimized sites.







### The Perfect Social Network For Tourists and Locals

The Surfside Mobile App will provide the Surfside tourists, businesses and locals with a state-of-the-art mobile tool and interactive resources to plan their stay, vacation or local activities in town.

Some of the features will include hotel promotions and booking, restaurant and local business promotions, GPS check in to near-by venues, local attractions, local events and tickets, GPS parking location and meter timer, town emergency contacts, town newsletter, and many other useful information.



## BUILDING A REWARDING LIFESTYLE COMMUNITY FOR THE TOWN OF SURFSIDE



### **A wonderfully rewarding platform**

The Surfside Mobile App, thru the existing user profile, will automatically convert the app into a mobile loyalty engine, rewarding users with points for their every-day activity in the app. Every time users check-in to a venue, share app with friends, click on pushes and promotions and post, they gain points that can be redeemed for various prizes such as discounts at your sponsor venues, events, online promos, restaurants, movies, etc.

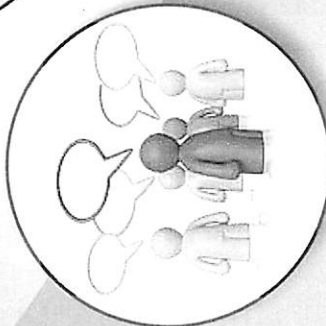


# THE PERFECT BUSINESS & SOCIAL NETWORK

ALL SOCIAL NETWORKS  
IN ONE PLACE



YOUR CONSUMER, SOCIAL &  
BUSINESS COMMUNITY



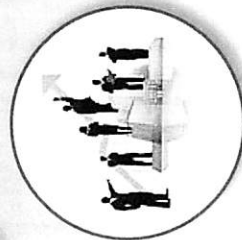
MAXIMUM BRANDING



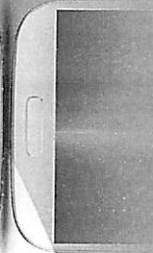
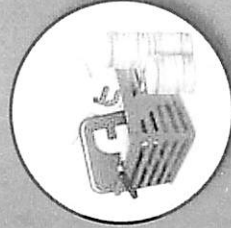
INCREASE CONSUMER  
PURCHASE POWER



NEW BUSINESS DEVELOPMENT



LOYALTY REWARDS

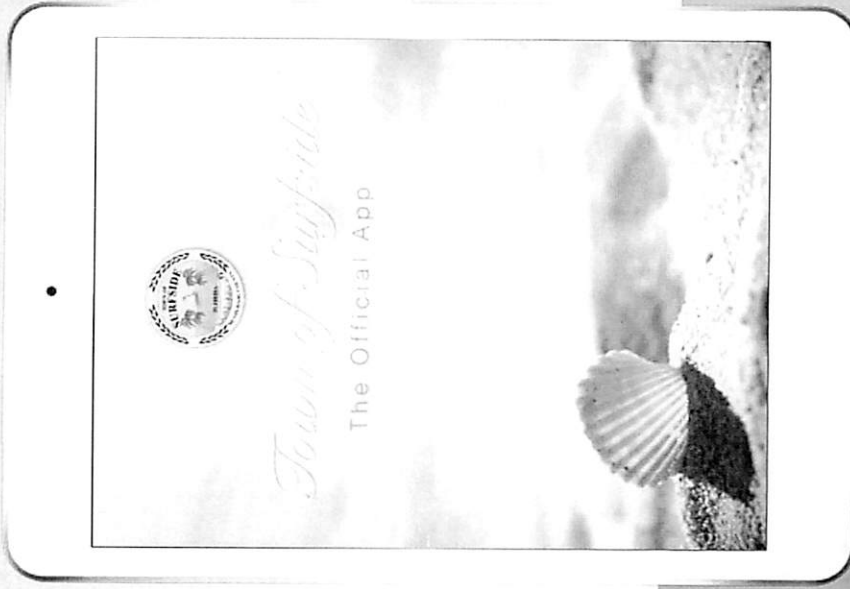




## IT'S TIME TO ENGAGE YOUR TOURISM

The Surfside Mobile App will walk users by the hand to find the "deals" when thinking of their South Florida getaway or family vacation. It will them prepare them in advance for an unforgettable experience thru our state-of-the-art mobile & social tools, as well as our advance geo-target database capabilities.

At any given time, users can get informed and stay up-to-date with local events and festivities, tours, news, shops, restaurants, clubs, media and video galleries, parking locations, business promotions, important alerts, and instant emergency notifications among other important promotional features.





## TOWN OF SURFSIDE APP BENEFITS



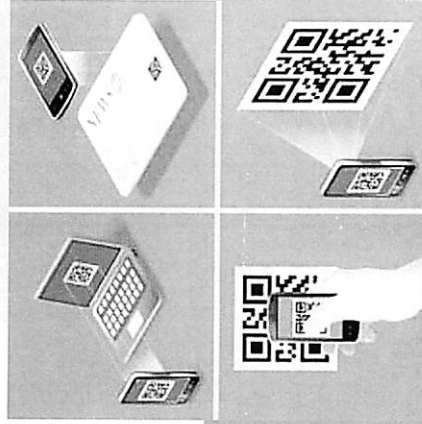
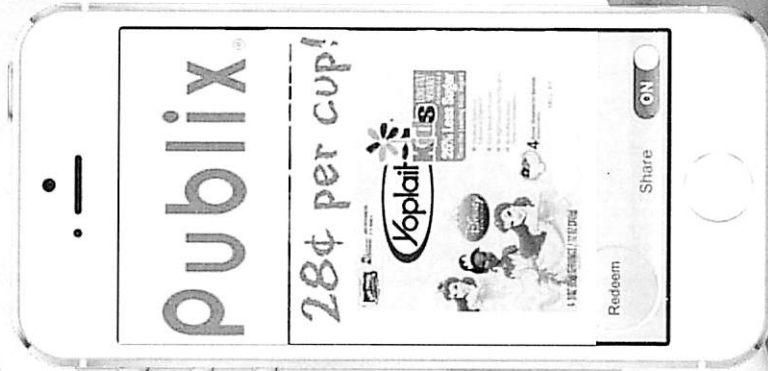
- Build visitor loyalty
- Increase your visibility
- Increase your accessibility
- Engage and stay more connected with the community
- Showcase your tourist destination on the international marketplace through all mobile devices
- Provide users with current news and other “happening” information
- The perfect “on the go” promotional and informational vehicle
- All the powerful social media networks available right inside your app
- Build your new social community while providing existing users with new rewards
- Geo-location for venues and sponsor promotions
- Interactive loyalty program that keeps users connected and coming back
- Provides you with advance visitor tracking, projections, and analytic reports



## INNOVATIVE LOYALTY PROGRAMS

### It's Time To Engage Your Users

- GPS "check-in" coupon system
- QR code coupon system
- Mobile stamp card system
- Customize the coupon for any business
- Reward your best customers
- Your users can share their coupons and promotions with family and friends via Facebook, Twitter or email





## ADVANCED RICH PUSH NOTIFICATIONS

### Geo-Fencing

Send Beautiful Rich Messages!



- Manual & automatic pushes to users
- Geofencing technology - Unlimited events and programs
- Send messages right to your users' phone
- Welcome visitors and guests to your location or area
- Update users on new app content
- Schedule geo-location enabled messages
- Direct customers to a website, sponsor promotion or a section of your app
- Send notifications directly to Facebook and Twitter



## LIVE STREAMING EVENTS

SEE WHAT'S HAPPENING LIVE OR THROUGH THE VIDEO GALLERY

- LIVE EVENTS
- INTERVIEWS
- COMMUNITY FUNCTIONS
- EDUCATIONAL PROGRAMS
- CHARITY PROGRAMS
- AWARDS CEREMONIES
- ON-LOCATION







# COMPLETE ANALYTIC REPORTS

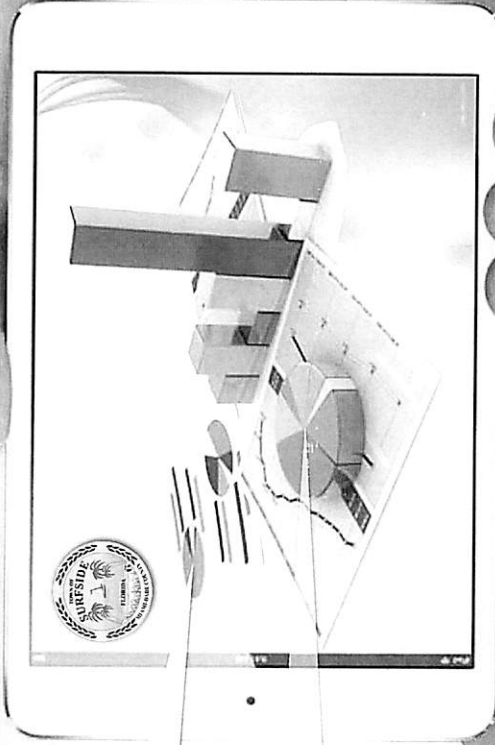
We're tracking user behavior inside your apps and show reports on most everything they do.

## USER BEHAVIOR

- \* Times app was shared
- \* Posts
- \* Comments
- \* Check-ins

## SYSTEM

- \* Weekly analytics report
- \* App Downloads and Source
- \* Unique Visitors
- \* User Demographic
- \* Downloads by OS Platform
- \* Social Network Types
- \* User Location
- \* Most Popular Sections
- \* Popular Content Evaluation
- \* Page Views
- \* Share stats
- \* Web links
- \* E-Commerce and Sales
- \* Push Analytics
- \* Polls
- \* Promotions sent and click-throughs

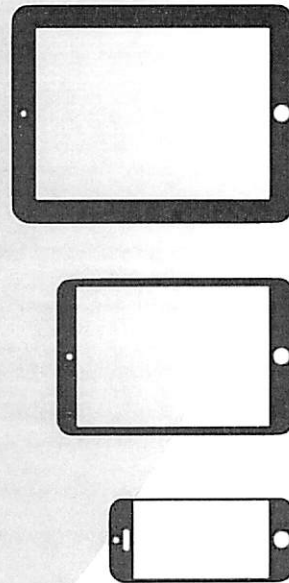




Multi-Platform:

Native:  
Mobile Web:

iPhone, iPad and Android mobile OS  
Blackberry, Nokia, Most Android tablets  
and most smart mobile devices





# DELIVERABLES

Prosport is excited to announce an innovative mobile platform that will revolutionize the way your users engage and interact with Town of Surfside.

**The Official Mobile App of Town of Surfside will keep your users up-to-date with the following:**

- Instant on-the-go news and information (Updated LIVE)
- 24 hour access to town promotions, ticketing and other local attractions
- Local Venues
- Services and Menus
- Social Media networks
- Photo and video galleries
- Town contact numbers and tourist feedback forms
- On-demand push notifications
- Check ins, QR and GPS Coupons/promotions

**Throughout the app, users will be able to:**

- Reward your all active users
- Engage and retain new users
- Share pictures and videos
- Share town events and hot spots
- Interact with other users and community
- Tweets
- Status
- Facebook likes
- Wall posts

**Prosport Entertainment will help maximize your exposure and interactivity through our seamless promotional tools and sponsorship integration, including but not limited to:**

- Splash pages
- Rich push notifications
- Section banners per category
- Automatic device recognition
- QR Promotions
- GPS Promos and Check-ins
- Share App benefits

**A marvelous social platform for all your app users.**

- Engagement
- Loyalty Programs
- Publishing
- Monitoring
- Analytics
- Promotions and Rewards





# ADVANCED SOCIAL MEDIA MARKETING



## OPTIONAL SERVICE: ADVANCED SOCIAL ENGAGEMENT

Five in six minutes online is spent using social media. Consumers more than ever turn to family and friends – the people they trust most – for news, conversation, research and to discover new products and services. ProSPORT Studios is one of the “early adopters” of social media in the PR and marketing space. Facebook, Twitter, LinkedIn and YouTube are household names, and are lacking a presence on these social media giants which is no longer an option. Our team at ProSPORT Studios will create the unique and engaging social media layouts that that is needed to capture the attention of your audience in order to maximize your return. Once the design customization is complete, we offer a monthly social media management package in which we will tailor a social media strategy to suit your needs with the goal of exceeding your social media objectives.

### Key benefits of integrating social media with your users include:

- Faster message delivery and “share” ability
- Ease of content dissemination
- Increased brand awareness
- Gather input and feedback in real-time, directly from target audience
- Change and control audience perceptions about the app
- Boost impact of direct marketing
- Complement your search engine optimization initiatives
- Dramatically improve “Google+ Search Your World” and other search engine rankings

Once engaged, we will develop and execute a strategy suited for the users then use our proprietary software to facilitate the following:

- Audience identification
- Engage your followers
- Monitor and listen to what people are saying about you
- Content development and publishing
- Sentiment analysis (what people are saying about the app – good and bad)
- Social media management
- Identify your tastemakers
- Mapping your social business





## DEVELOPMENT TIMELINE

|                                                 |                |
|-------------------------------------------------|----------------|
| Comprehensive Predevelopment Design Review      | 2 Weeks        |
| Content Requirements & Verification             | 3 Weeks        |
| Development and Customization - ProSPORT        | 4 Weeks        |
| Content Integration                             | 3 Weeks        |
| Testing & Acceptance – Apple & Android Approval | 2 Weeks        |
| Launch Publicly                                 | 2 Days         |
| <b>Total Estimated Development Time:</b>        | <b>8 Weeks</b> |

## BUILDING BRANDS

## BREAKING TRADITIONS

SPORTS & BUSINESS  
**SportsBusiness  
JOURNAL**



LONGINES  
Official Timekeeper



### OUR SPORTS & ENTERTAINMENT FACE:

The principals of Prosport Entertainment carry over twenty years of experience in the business of creating strategic property licenses, special events, brand development, and all forms of communications, providing its clients with an unlimited number of resources to enhanced and expand their image.

We have had the pleasure of working with the biggest names in sports and entertainment, and thanks to these long-term relationships we have built an international reputation as a full communications agency that services brands, governments organizations, tourism departments, athletes and teams around the world.

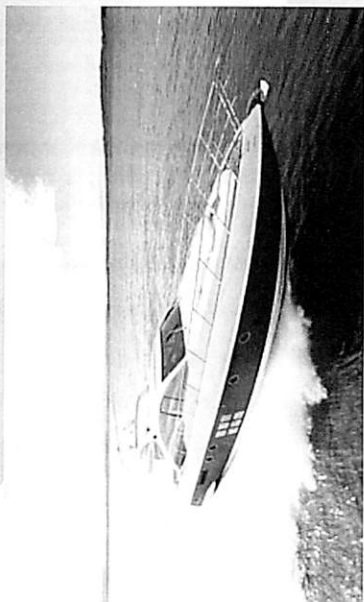
### OUR DIGITAL MEDIA FACE:

The principals of Prosport Entertainment have been in the business of digital application and multimedia development since 1998. Today, we are a full-service multimedia agency sculpted from the industry's top web and mobile developers, game designers, social media experts, 3D animators and illustrators among other digital services. Our company's backbone of skill and knowledge enables us to maximize the impact for your company using the latest and most advanced technology; which in turn allows the client to maximize the opportunities in the desired business vertical.

As ground-breaking digital content and multimedia developers, Prosport Entertainment is now a market leader in realtime audience engagement and consumer insight technology.

With offices in Miami and New York, our agency enables our client to engage across all web, mobile platforms and media channels.



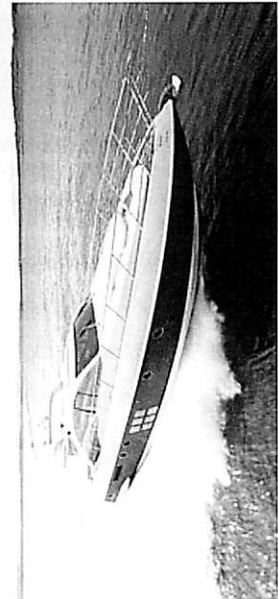


## ABOUT THE SPONSOR



Designed with our most prestigious clients in mind, Above & Below Charters deliver a true seamless end-to-end VIP experience and transportation solution for your next sea adventure, from luxury limousine service, to private jet charter, five-star accommodations, and beyond.

To and from a client's origin and destination with the utmost attention to detail and discretion, Above & Below Charters delivers best-in-class yachting and fishing VIP charter services in South Florida, and extends internationally thru it's Elite global network. Our premium service exceeds the expectations of the most discerning clientele utilizing private and business charters for leisure and corporate travel.



## WHAT THEY DO

- Customized Charter Experiences
- Individual, group, and corporate memberships
- Sport & entertainment VIPs and celebrities
- Fully Captained and catered
- From Bahamas to the Hampton's
- Nightlife VIP and premium on-call Charters
- Cruising
- Fishing
- Excursions
- Island hopping
- Sight-seeing
- Sunset cruises
- Diving
- Bachelor & Bachelorette parties
- Champagne Bay cruising
- Inter coastal tours, meet and greets
- Family trips and fun in the sun
- Charity functions
- Corporate outings and other special celebrations





THANK YOU FOR YOUR TIME



BUILDING BRANDS, BREAKING TRADITIONS

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309 23rd St.  
Miami Beach, FL 33139

**NEW YORK**  
405 Lexington Avenue  
New York, NY 10174

[info@prosportentertainment.com](mailto:info@prosportentertainment.com)

[www.prosportentertainment.com](http://www.prosportentertainment.com)





Serious Chartering . Serious Fun!™



ADVENTURE CHARTERS & DESTINATIONS



This document and any related information is provided to you in connection with the exploration of a business opportunity provided by Above and Below Charters, LLC.

By reading this document you agree to the following terms and conditions:

All information contained herein is the confidential and proprietary work of Above and Below Charters, LLC in order to discuss potential business opportunities. Above and Below Charters, LLC is the owner of this information at all times.

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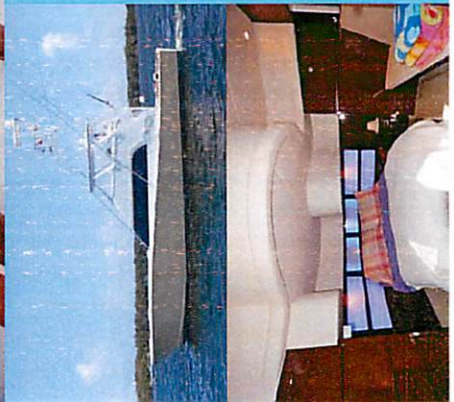
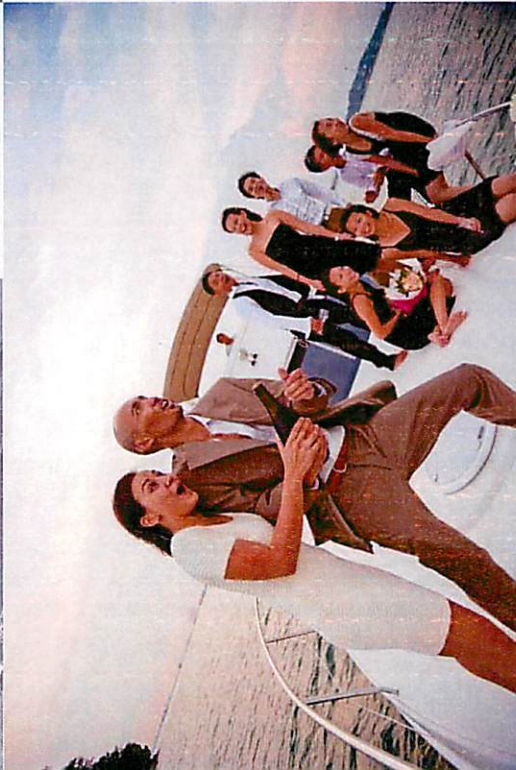


# ☆☆☆☆☆ COMPANY OVERVIEW

Designed with our most prestigious clients in mind, Above & Below Adventures deliver a true seamless end-to-end VIP experience and transportation solution for your next travel adventure. From luxury yachts and limousine service to private jet charters, five-star accommodations, seasonal and executive memberships, and beyond.

To and from a client's origin and destination with the utmost attention to detail and discretion, Above & Below Adventures delivers best-in-class yachting and fishing VIP charter services in South Florida, and extends internationally through it's Elite 700+ yachts global network. Our premium service exceeds the expectations of the most discerning clientele utilizing private and business charters for leisure and corporate travel.

**VIP Exclusive:** We offer private, all-inclusive charter packages to local and traveling VIPs to South Florida, the Keys, Bahamas, the Caribbean and other international destinations. These services are crafted to cater clients with above average needs and looking to VIP-experience the open ocean and secluded destinations. Vessels are always ready, on-call, to cater your most demanding experience.





# WHAT WE DO

- Customized Charter Experiences
- Individual, group, and corporate memberships
- Sport & entertainment VIPs and celebrities
- Fully Captained and catered
- From Bahamas to the Hampton's
- Nightlife VIP and premium on-call Charters
- Cruising
- Fishing
- Excursions
- Island hopping
- Sight-seeing
- Sunset cruises
- Diving
- Bachelor & Bachelorette parties
- Champagne Bay cruising
- Inter coastal tours, meet and greets
- Family trips and fun in the sun
- Charity functions
- Corporate outings and other special celebrations

Our yacht charters are available year round weather dependent with 2, 4, 6, and 8 hours as well as other custom trips. Our detail-oriented crew is there to ensure all expectations are met and catered to, from fishing the fertile Gulf Stream waters Miami is known for to just sitting back enjoying the sun and cruising the beautiful waterways, homes and local hotspots on our cruisers.

Paddle boards, Kayak, Jet Ski and snorkeling packages are available to spice up the experience. We have the local knowledge and crews for every experience imaginable. All charters are reservation only with a list of extra amenities available to each unique charter.





# CHARTER PACKAGES VIP's & MEMBERSHIPS



# CRUISING PACKAGES | MIAMI & KEYS



## MIAMI SELECT *Most Popular*



- 34'-36' Sports Yacht
- 4hr or 8hr trip with Captain
- 10 passengers max
- Captain on board to provide all needs to relax and enjoy the trip.
- Local islands, restaurants & bars, snorkeling, paddle boarding, relaxing sightseeing, small meetings, family getaway, local sandbar or secluded bays
- Light snacks, lunch, sodas and beverages available
- **Optional:**  
*Limo service to and from hotel, WiFi, mate, chef and steward services*

## MIAMI ADVANTAGE



- 48'-52' Sports Yacht
- 4hr or 8hr tour of Miami or Ft. Lauderdale
- 10 passengers max
- Captain and Mate on board to provide all needs to relax and enjoy the trip.
- Local islands, restaurants & bars, snorkeling, paddle boarding, relaxing sightseeing, small meetings, family getaway, local sandbar or secluded bays
- Light snacks, sodas and water
- Beverages and liquor of choice
- Light lunch or dinner, freshly prepared and local seafood appetizers
- **Optional:**  
*Limo service to and from hotel, chef, steward, WiFi, jet ski or kayak*

## CHAMPAGNE CRUISE



- 34'-52' Sports Yacht
- 2hr tour of the beautiful Miami Bay
- 2, 4 and 6 passenger packages
- Captain on board to provide all needs to relax and enjoy the trip.
- One bottle of champagne
- Romantic Music of choice
- Light snacks, meal, sodas and beverages available
- **Optional:**  
*Limo service to and from hotel, chef, mate and steward, services, WiFi,*

## ELLIOT KEY & MIDDLE KEYS



- 34'-52' Sports Yacht
- 1-2 day trip
- 10 passengers max
- Captain and Mate on board to provide all needs to relax and enjoy the trip.
- Elliott Key, Key Biscayne/ Stiltsville, Bahia Honda State Park, Key Largo, Islamorada
- Light snacks, sodas and water
- Beverages and liquor of choice
- Light lunch or dinner, freshly prepared and local seafood appetizers
- **Optional:**  
*Limo service to and from hotel, WiFi, mate, chef and steward services*





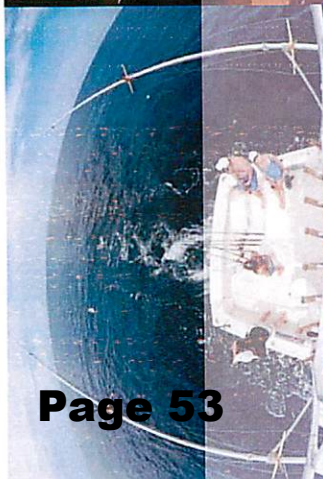
# FISHING CHARTERS

## Fishing Charters (local)

- 4 hour local trip
  - (Bait, Tackle, Licensing, Drinks, Snack platter, and Crew)
- 6 hour
  - (Bait, Tackle, Licensing, Drinks, Snack platter, and Crew)
- 8 hour
  - (All inclusive / Bait, Tackle, light buffet lunch and soft drinks)
- 10 hour summer Sword fish special
  - (All inclusive / Bait, Tackle, light buffet lunch and soft drinks)

## Fishing charters (Bahamas)

- All inclusive packages are available with upgrades
- 2 day all inclusive trip to Bimini
- 3 day all inclusive trip to Bimini
- 5 Day Island hopping trip
- 7 Day Island hopping or port of choice



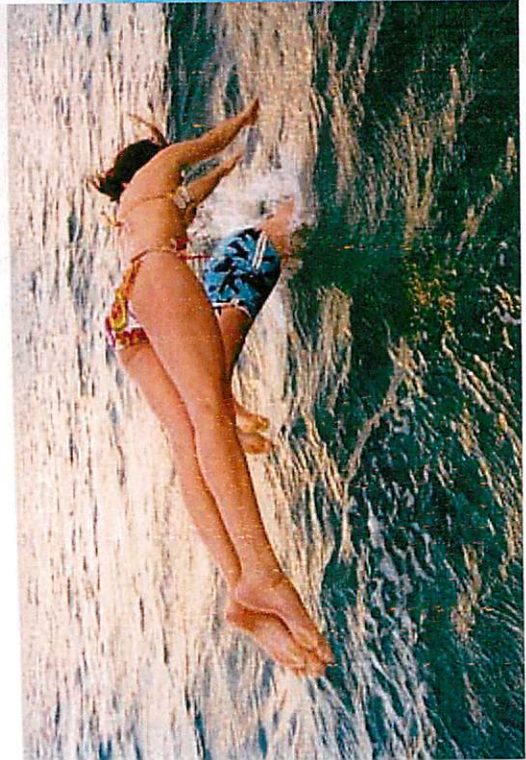


# MULTI-DAY PACKAGES | BAHAMAS



## BIMINI ESCAPE

- Weekend in Bimini
- 2 days one night at the famous big game club or Bimini Bay resort
- Beverages of choice
- Liquor of choice
- Light lunches on boat or shore side grill
- First afternoon and night spent on island tour of local spots and local food fare
- Second day is breakfast on island and late morning snorkeling at one of the numerous ship wrecks and reefs
- Light lunch and cruise back to marina state side

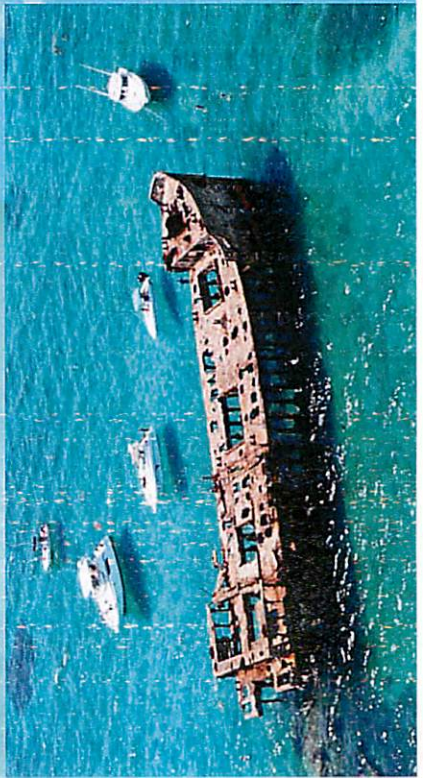


# MULTI-DAY PACKAGES | BAHAMAS

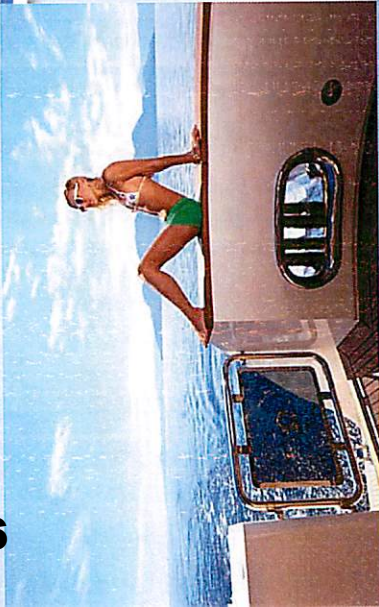


## BIMINI ELITE

- Three days in Bimini
- 3 days 2 nights at private condo with dock on south Bimini
- Beverages and liquor of choice
- Light lunches on boat and dinners shore side or at local hidden gems
- First afternoon and evening exploring the island and local hot spots
- Golf cart at clients disposal
- Day 2 snorkeling at concrete ship. A local wreck and reef
- Afternoon relaxing poolside and sea food sampling
- Day 3 breakfast on island shopping and light lunch returning home
- Limo service to and from hotel!



# MULTI-DAY PACKAGES | BAHAMAS



## CUSTOM BAHAMAS GETAWAY

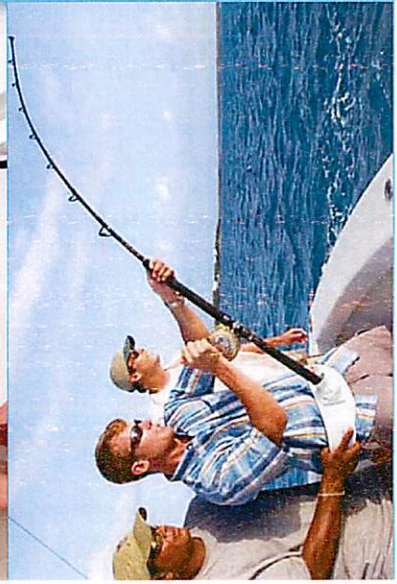
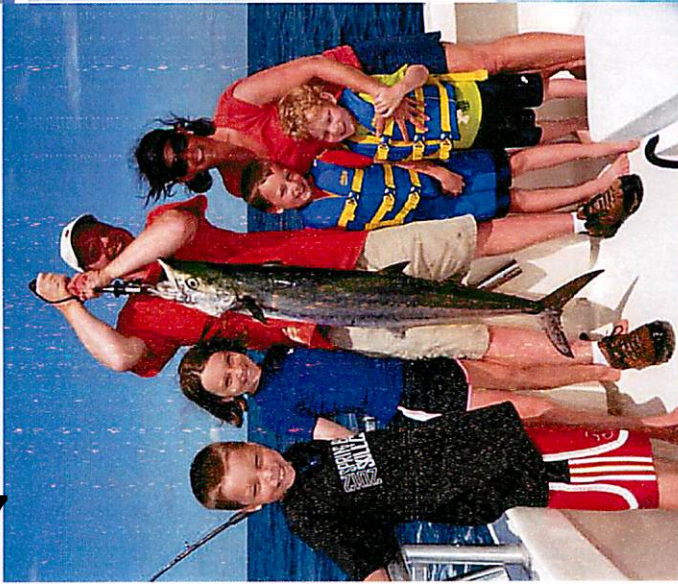
- Custom 4-5 days Bahamas getaway
- Grand Bahamas, Andros Island, Cat Cay, Gun Cay, Ginger, Great Issac and other
- Breakfast, Lunch and Dinner on boat and dinners shore side or at local hidden gems
- Snorkeling, free dive, fishing, scuba, golf, etc
- Island Hopping
- Limo service to and from hotel
- Private jet availability



Provisioning includes fresh fruits and vegetables, home made breads and pastries, imported cheeses, delicious meats and fish, tropical juices, fine wines and your favorite beverages. Your provisions will be waiting for you on board when you arrive. We offer a number of provisioning plans to satisfy any palate or appetite, including your favorite snacks, beverages, fine wines and liquors.



# MULTI-DAY PACKAGES | BAHAMAS



## BAHAMAS FISHING GETAWAY

- 3 days fishing in Bimini
- 3 days 2 nights in private condo or at the famous big game club or Bimini Bay Resort
- Day one: speed trolling to south bimini. Check in and late lunch on island
- Snapper fishing in evening and catch prepared by crew or big game restaurant
- Day two: Marlin, Wahoo, Dolphin fishing around Bimini Island and neighboring islands.
- Catch of the day prepared shore side
- Beverages of choice and liquor of choice
- Day three: snorkeling or reef fishing light lunch and return to state side
- Limo service to and from hotel



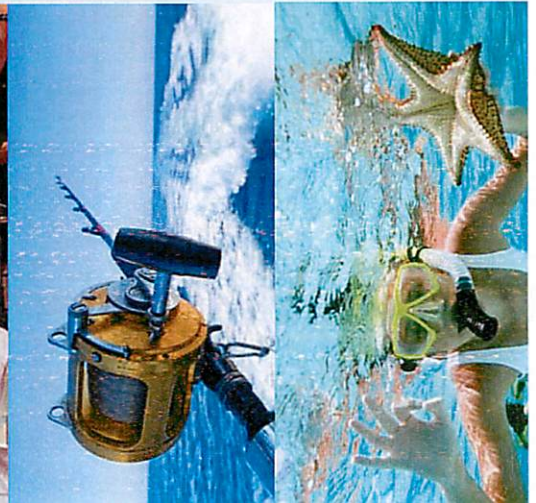


# PREMIER MEMBERSHIPS

With over 700 vessels and locations world-wide, Above & below enables you to enjoy an impeccably maintained, first-class yacht in the time increments that you select, bringing you the ultimate experience in exclusive digital memberships. Our state-of-the-art technology and membership packages can blaze you through the rental process so you can get the most out of your sunny day, anywhere in the world!

Contact us and find out more about our memberships and benefits.

Our digital memberships can be customized to accommodate your exact needs and budget.



CONTACT US



**miami beach**  
FLORIDA

(305) 458-1333  
info@abcharter.com

[www.abcharter.com](http://www.abcharter.com)



**RESOLUTION NO. 14 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PROSPORT ENTERTAINMENT, LLC, D/B/A SHFT MOBILE TECHNOLOGIES (“SHFT MOBILE”) AND THE TOWN OF SURFSIDE FOR THE DESIGN AND DEVELOPMENT OF THE TOWN’S TOURISM MOBILE APPLICATION PLATFORM (“TOURISM MOBILE APP”) REAFFIRMING THE RESORT TAX BOARD EXPENDITURE OF \$10,800.00 FROM THE FY2014/2015 RESORT TAX FUND ACCOUNT NO. 102-8000-552-48-10 FOR MAINTENANCE, SERVICING AND LICENSING; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside desires to enter into a Professional Mobile Application Development Service Agreement (“Agreement”) with Prosport Entertainment, LLC, d/b/a ShFt Mobile Technologies (“ShFt Mobile”) for the purpose of designing, developing, maintenance, servicing and licensing the Town’s Tourism mobile application platform (“Tourism mobile app”); and

**WHEREAS**, the primary objective of the Tourism mobile app is for informational and promotional purposes; and

**WHEREAS**, Town Code, Sec. 3-13(7)d provides for an exemption from competitive bidding as the Tourism mobile app is a product used for advertising; and

**WHEREAS**, the Town Commission of the Town of Surfside, Florida believes it is in the Town’s best interest to enter into an Agreement with ShFt Mobile for the purpose of designing, developing, maintenance, servicing and licensing the Town’s Tourism mobile app; and

**WHEREAS**, the Town Commission reaffirms the Resort Tax Board expenditure of \$10,800.00 from the FY2014/2015 Resort Tax Fund Account No. 102-8000-552-48-10 to ShFt Mobile for yearly maintenance, servicing and licensing of the Tourism mobile app and approves and authorizes the Town Manager to execute the attached Agreement with ShFt Mobile (See Attachment “A”).

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval and Authorization.** The Town Commission approves and authorizes the Town Manager to execute the attached Agreement with ShFt Mobile (Attachment "A").

**Section 3. Reaffirm.** The Town Commission reaffirms the Resort Tax Board expenditure of \$10,800.00 from the FY2014/2015 Resort Tax Fund Account No. 102-8000-552-48-10 for yearly maintenance, servicing and licensing of the Tourism mobile app.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**


Commissioner Barry Cohen \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Marta Olchyk \_\_\_\_\_  
Vice Mayor Eli Tourgeman \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa, CMC, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
Linda Miller, Town Attorney



**PROFESSIONAL MOBILE APPLICATION DEVELOPMENT SERVICE AGREEMENT**

**Between**

**THE TOWN OF SURFSIDE, FLORIDA**

**And**

**PROSPORT ENTERTAINMENT, LLC, d/b/a SHFT MOBILE TECHNOLOGIES**

**For**

**MOBILE APPLICATION DEVELOPMENT AND SERVICES  
FOR TOWN OF SURFSIDE**

**THIS PROFESSIONAL MOBILE APPLICATION DEVELOPMENT AND SERVICE AGREEMENT ("AGREEMENT")** is made effective as of \_\_\_\_\_, 2014 (the "EFFECTIVE DATE"), by and between the TOWN of Surfside, Florida, a Florida municipal corporation (hereinafter referred to as the "TOWN"), and PROSPORT ENTERTAINMENT, LLC, d/b/a SHFT MOBILE TECHNOLOGIES, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the "DEVELOPER"), whose FEI/EIN number is 900754939 and whose principal place of business is 309-23<sup>rd</sup> Street, Suite 100, Miami Beach, Florida 33139. Collectively TOWN and DEVELOPER are referred to as the PARTIES.

**RECITALS**

**WHEREAS**, the DEVELOPER is engaged in the business of developing and designing mobile application solutions; and

**WHEREAS**, TOWN is a Florida municipal corporation; and

**WHEREAS**, TOWN wishes to engage the DEVELOPER as an independent contractor for the TOWN for the purpose of designing and developing the TOWN's mobile platform ("APPLICATION") on the terms and conditions set forth below; and

**WHEREAS**, the DEVELOPER is willing and able to develop the APPLICATION and agrees to do so under the terms and conditions set forth in this AGREEMENT; and

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

1. **RECITALS**. The Recitals set forth above are hereby incorporated into this AGREEMENT and made a part of hereof for reference.

2. **PURPOSE.** TOWN hereby appoints and engages the DEVELOPER, and the DEVELOPER hereby accepts this appointment, to perform the services described in EXHIBIT “A” attached hereto and made a part hereof, in connection with the design and development of the APPLICATION (collectively, the “SERVICES”).
3. **COMPENSATION.** The total compensation for the development and maintenance of the APPLICATION shall be as set forth in EXHIBIT “A” hereto.
4. **FIXED TERM.** This AGREEMENT shall become effective as of the EFFECTIVE DATE and, unless otherwise terminated in accordance with the provisions of Article 5 of this AGREEMENT shall have an initial term of one (1) year (“TERM”). TOWN shall have a one (1) year Renewal Option (a “RENEWAL TERM”), unless terminated in accordance with the remaining terms of this AGREEMENT. TOWN will notify DEVELOPER 45 (forty-five) days prior to the expiration of the AGREEMENT of its intent to the first renewal option. If the Town opts to extend for one year, at the end of the RENEWAL TERM, TOWN will have another one (1) year Renewal Option (“2<sup>nd</sup> RENEWAL TERM”). TOWN will notify DEVELOPER 45 (forty-five) days prior to the expiration of the AGREEMENT of its intent for the second renewal option. During the TERM, RENEWAL TERM AND 2<sup>nd</sup> RENEWAL TERM, the prices for the SERVICES of this AGREEMENT shall remain fixed. At the end of the 2<sup>nd</sup> RENEWAL TERM, the AGREEMENT will automatically terminate unless the TOWN and DEVELOPER enter into a new agreement or another extension.
5. **TERMINATION AND REMEDIES FOR BREACH.**
  - A. **TERMINATION FOR CAUSE.** If, through any cause within reasonable control, the DEVELOPER convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the TOWN, or is guilty of serious misconduct in connection with performance under this AGREEMENT, the TOWN shall have the right to terminate the SERVICES then remaining to be performed. Prior to the exercise of its option to terminate for cause, the TOWN shall notify the DEVELOPER of its violation of the particular terms of the AGREEMENT and grant DEVELOPER three (3) days to cure such default. If the default remains uncured after three (3) days the TOWN may terminate this AGREEMENT, and the TOWN shall receive a complete refund from the CONTRACTOR or in an amount equal to the actual cost of a third party to cure such failure, whichever is greater. Notwithstanding the foregoing, the DEVELOPER shall not be relieved of liability to the TOWN for damages sustained by it by virtue of a breach of the AGREEMENT by DEVELOPER and the TOWN may reasonably withhold payment to DEVELOPER for the purposes of set-off until such time as the exact amount of damages due the TOWN from the DEVELOPER is determined. Additionally, the DEVELOPER shall be required to indemnify the TOWN for all costs incurred by the TOWN to related to the process of hiring a third party to complete the SERVICES described in this AGREEMENT.
  - B. **TERMINATION FOR CONVENIENCE OF TOWN.** TOWN may, for its convenience and without cause, terminate the SERVICES then remaining to be performed at any time by giving DEVELOPER five (5) days written notice. Following

the termination of this AGREEMENT for any reason, the TOWN shall promptly pay the DEVELOPER according to the terms of EXHIBIT "A" for SERVICES rendered before the termination. The DEVELOPER acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this AGREEMENT. All intellectual property provided by the TOWN pursuant to this AGREEMENT before the Termination Date shall be delivered to the TOWN within three (3) days of the Termination Date.

**C. TERMINATION FOR INSOLVENCY.** The TOWN also reserves the right to terminate the remaining SERVICES to be performed in the event the DEVELOPER is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

**D. TERMINATION – TRANSFER OF OWNERSHIP.** This AGREEMENT may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of ownership of the DEVELOPER. DEVELOPER shall notify Town Manager at least ten (10) business days before any such change in ownership of DEVELOPER.

## **6. RESPONSIBILITIES.**

**A. DEVELOPER.** The DEVELOPER agrees to do each of the following:

- Create the Application System that meets the TOWN's specification as detailed in EXHIBIT "A" to this AGREEMENT.
- Provide the required SERVICES in a timeframe specified in EXHIBIT "A".
- Perform the SERVICES in a workmanlike manner and with professional diligence and skill, as a fully-trained, skilled, competent, and experienced personnel.
- On completion of the Application System, DEVELOPER must test all buttons, sections, links and functions of the Application System, ending with proper submission on the Apple Store, Google Play and any other server hosting required.
- Provide SERVICES and an Application System online (LIVE) that are satisfactory and acceptable to the TOWN and free of defects.
- Communicate with the TOWN regarding progress it has made with respect to the milestones listed in EXHIBIT "A" in performing the SERVICES upon an agreeable time each week.

**B. TOWN.** The TOWN agrees to do each of the following:

- Engage the DEVELOPER as the creator of its Application System as further detailed in EXHIBIT "A" to this AGREEMENT.

- Provide all assistance and cooperation to the DEVELOPER in order to complete the Application System timely and efficiently.
- Provide all required information, and supply all content for the Application System.

7. **SUPPORT PERIOD.** The DEVELOPER agrees to provide continued support for the Application System - on a monthly basis - after the application is successfully approved on the Apple Store, Google Play (the "MAINTENANCE"). The MAINTENANCE shall refer to any bugs or issues relating to the features specified in EXHIBIT "A", and not to create new functionality for the Application System. This monthly maintenance program also include a specific number of content changes as specified in EXHIBIT "A".

8. **PARTIES' REPRESENTATIONS AND WARRANTIES.**

A. The PARTIES each represent and warrant as follows:

- Each PARTY has full power, authority, and right to perform its obligations under the AGREEMENT.
- This AGREEMENT is a legal, valid, and binding obligation of each PARTY, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

B. The DEVELOPER hereby represents, warrants and covenants as follows:

- The DEVELOPER has the right to control and direct the means, details, manner, and method by which the SERVICES required by this AGREEMENT will be performed, except as it pertains to Advertisement. (See EXHIBIT "A", Section D, below).
- The DEVELOPER has the experience and ability to perform the SERVICES required by this AGREEMENT.
- The DEVELOPER has the right to perform the SERVICES required by this AGREEMENT at any place or location, and at such times as the DEVELOPER shall determine.
- The SERVICES shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the DEVELOPER shall obtain all permits or permissions required to comply with such laws, rules, or regulations.

- The SERVICES required by this AGREEMENT shall be performed by the DEVELOPER, and the TOWN shall not be required to hire, supervise, or pay any assistants to help the DEVELOPER perform such SERVICES.
- DEVELOPER warrants that the SERVICES to be performed hereunder shall be performed by the DEVELOPER'S own staff, unless otherwise approved in writing by the TOWN. Said approval shall not be construed as constituting an AGREEMENT between TOWN and said other person or firm. The DEVELOPER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design mobility Application professionals performing similar services in the same locality and under the same or similar circumstances and conditions.
- DEVELOPER represents that it possesses the requisite skills and shall follow the professional standards of the industry in performing all services under this AGREEMENT. The DEVELOPER agrees to use its skill and judgment in furthering the TOWN'S interests hereunder and DEVELOPER shall perform its services in accordance with the practice of the pertinent industry and as expeditiously as is consistent with reasonable skill and care.

C. TOWN hereby represents and warrants as follows:

- The TOWN will make timely payments of amounts earned by the DEVELOPER under this AGREEMENT and as detailed in EXHIBIT "A" hereto.
- The TOWN shall notify the DEVELOPER of any changes to its procedures affecting the DEVELOPER's obligations under this AGREEMENT at least three days prior to implementing such changes.

9. **INSURANCE COVERAGE**. The DEVELOPER shall secure and maintain throughout the duration of this AGREEMENT, 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 Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the DEVELOPER'S insurance and shall not contribute to the DEVELOPER'S insurance. The insurance coverage shall include a minimum coverage outline below. The DEVELOPER shall not start Services under this AGREEMENT until the DEVELOPER has obtained all insurance required hereunder and the TOWN Manager or designee has approved such insurance.

**A. COMPANIES PROVIDING COVERAGE.** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the TOWN Manager or designee. All companies shall have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

**B. VERIFICATION OF INSURANCE COVERAGE** The DEVELOPER shall furnish certificates of insurance to the TOWN Manager or designee for review and approval prior to the execution of this AGREEMENT. The Certificates shall clearly indicate that the DEVELOPER has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the DEVELOPER. The DEVELOPER shall maintain coverage with equal or better rating as identified herein for the term of this contract. The DEVELOPER shall provide written notice to the TOWN Manager or designee of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change.

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

The DEVELOPER shall furnish copies of insurance policies pertaining to this AGREEMENT to TOWN within ten (10) days of written request.

**C. FORM OF COVERAGE**

- **PROFESSIONAL LIABILITY INSURANCE.** The DEVELOPER shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000.00 per claim, \$1,000,000.00 aggregate providing for all sums which the DEVELOPER shall be legally obligated to pay as damages for claims arising out of any errors, mistakes, negligence, wrongful acts, omission to act of the work or services performed under this AGREEMENT by the DEVELOPER or any person employed by the DEVELOPER in connection with this Agreement. This insurance shall must include a DEVELOPER's retro-active date/prior to commencement of the performance of this AGREEMENT. Further, this insurance shall include and maintain a Discovery Period for at least three (3) year after completion of the platform and application and acceptance of it by TOWN covered by this Agreement.

**10. TIMING AND DELAYS.** The DEVELOPER recognizes and agrees that failure to deliver the APPLICATION in accordance with the delivery schedule detailed in EXHIBIT "A" to this AGREEMENT will result in expense and damage to the TOWN. The DEVELOPER shall inform the TOWN immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the Application System according to such schedule. If a delivery date is missed, the TOWN may, in its sole discretion, declare such delay a material breach of the Agreement under Article 5(A) and

pursue all of its legal and equitable remedies. If the TOWN declares a breach, the DEVELOPER cannot be held in breach of this AGREEMENT, if such delay is caused by an action or failure of action of the TOWN. In such case, the DEVELOPER will provide the TOWN with written notice of the delay and work on the Application System until the reason for the delay has been resolved by the TOWN and written notice of that resolution has been provided to the DEVELOPER.

- 11. CONFIDENTIAL INFORMATION.** The DEVELOPER agrees, during the TERM and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the TOWN, or to disclose to any person, firm, or corporation without the prior written authorization of the TOWN, any Confidential Information of the TOWN. "Confidential Information" means any of the TOWN's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the DEVELOPER by the TOWN either directly or indirectly. However, DEVELOPER understands that TOWN is subject to Florida's Public Records Act, Chapter 119, Florida Statute and that such Confidential Information of the TOWN, including but not limited to, books, records, documents and data, maintained by the DEVELOPER are public records unless expressly exempted by general law.
- 12. ACCESS TO PUBLIC RECORDS.** DEVELOPER shall comply with the applicable provisions of Chapter 119, Florida Statutes. The TOWN shall have the right to immediately terminate this AGREEMENT for the refusal by TOWN to comply with Chapter 119, Florida Statutes. DEVELOPER shall retain all records associated with this AGREEMENT for a period of three (3) years from the date of Termination.
- 13. INDEPENDENT CONTRACTOR RELATIONSHIP.**
  - A. INDEPENDENT CONTRACTOR STATUS.** The DEVELOPER agrees to perform the SERVICES hereunder solely as an independent contractor. The PARTIES agree that nothing in this AGREEMENT shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the PARTIES, or as authorizing either Party to act as the agent of the other. The DEVELOPER is and will remain an independent contractor in its relationship to the TOWN. The TOWN shall not be responsible for withholding taxes with respect to the DEVELOPER's compensation hereunder. The DEVELOPER shall have no claim against the TOWN hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. This AGREEMENT shall not create any obligation between the Parties and a third party.
  - B. INDEMNIFICATION OF TOWN BY DEVELOPER.** The TOWN has entered into this Agreement in reliance on information provided by the DEVELOPER, including the DEVELOPER's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor.

DEVELOPER shall be responsible for any and all of its own expenses in performing its duties as contemplated under this AGREEMENT. The TOWN shall not be responsible for any expense incurred by DEVELOPER. The TOWN shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of DEVELOPER other than those set forth in this agreement. If any regulatory body or court of competent jurisdiction finds that the DEVELOPER is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the DEVELOPER's own actions, the DEVELOPER shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the DEVELOPER and/or the TOWN resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the DEVELOPER's earnings had the DEVELOPER been on the TOWN's payroll and employed as an employee of the TOWN.

- 14. NO CONFLICT OF INTEREST.** The DEVELOPER agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the Town's Ordinance Article VII – Code of Ethics, which are incorporated by reference herein as if fully set forth herein, in connection with the AGREEMENT conditions hereunder. The DEVELOPER covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which should conflict in any manner or degree with the performance of the SERVICES. The DEVELOPER further covenants that in the performance of this AGREEMENT, no person having any such interest shall knowingly be employed by the DEVELOPER. The DEVELOPER hereby warrants to the TOWN that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this AGREEMENT. During the TERM, the DEVELOPER is free to engage in other development activities; provided, the DEVELOPER notifies TOWN thirty days (30) prior to entering into other development activities or contract. However, the DEVELOPER shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the DEVELOPER's obligations or the scope of SERVICES to be rendered for the TOWN pursuant to this AGREEMENT.
- 15. BACKGROUND CHECKS.** DEVELOPER will be responsible for maintaining current background checks on all employees, sponsors, subcontractor involved in the performance of this AGREEMENT. Background checks must be performed prior to the performance of any SERVICES by the employees, sponsors, subcontractor under the AGREEMENT. Written verification of any background checks must be provided to the TOWN at the request of the Town Manager. Also, prior to performance of SERVICES under this AGREEMENT, DEVELOPER will provide all names of agents, employees, sponsors or subcontractors for a background check conducted by TOWN's Police Department.
- 16. COMPLIANCE WITH LAW, RULES & REGULATIONS.** DEVELOPER shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by it, in providing the SERVICES under this AGREEMENT. DEVELOPER shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the SERVICES under this AGREEMENT. DEVELOPER shall secure all



permits, fees, licenses, and inspections necessary for the execution of the SERVICES, and upon termination of this AGREEMENT for any reason, DEVELOPER shall transfer such permits, if any, and if allowed by law, to the TOWN.

- 17. POLICY OF NON-DISCRIMINATION.** DEVELOPER shall not discriminate against any person in its operations, activities or delivery of services under this AGREEMENT. DEVELOPER shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 18. RETURN OF PROPERTY.** Within one (1) week of the termination of this AGREEMENT, whether by expiration or otherwise, the DEVELOPER agrees to return to the TOWN all TOWN's products, samples, models, or other property and all documents, retaining no copies or notes, relating to the TOWN's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the DEVELOPER during and in connection with its representation of the TOWN. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the TOWN's business, shall remain the TOWN's exclusive property.
- 19. HOLD HARMLESS AND INDEMNIFICATION.** For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, DEVELOPER agrees to indemnify, defend and hold harmless, the TOWN, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the DEVELOPER, agents or other personnel entity acting under DEVELOPER's control in connection with the DEVELOPER's performance of SERVICES under this AGREEMENT and to that extent the DEVELOPER shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the TOWN in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of DEVELOPER or any agent or employee of DEVELOPER regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- 20. SOVEREIGN IMMUNITY.** This AGREEMENT shall not be deemed or otherwise interpreted as waiving the TOWN's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**21. INTELLECTUAL PROPERTY.**

- A. No Intellectual Property Infringement by DEVELOPER. The DEVELOPER hereby represents and warrants that the use and proposed use of the APPLICATION by the TOWN or any third party does not and shall not infringe, and the DEVELOPER has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party in the APPLICATION, and the use of the APPLICATION will not include any activity that may constitute “passing off.” To the extent the APPLICATION infringes on the rights of any such third party, the DEVELOPER shall obtain a license or consent from such third party permitting the use of the APPLICATION.
- B. No Intellectual Property Infringement by TOWN. The TOWN represents to the DEVELOPER and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the DEVELOPER for inclusion in the Application are owned by the TOWN, or that the TOWN has permission from the rightful owner to use each of these elements.
- C. Continuing Ownership of Existing Trademarks. The DEVELOPER recognizes the TOWN’s right, title, and interest in and to all service marks, trademarks, and trade names used by the TOWN and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the TOWN’s right, title, and interest therein, nor shall the DEVELOPER cause diminishment of value of said trademarks or trade names through any act or representation. The DEVELOPER shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this AGREEMENT, the DEVELOPER shall cease to use all of the TOWN’s trademarks, marks, and trade names.

**22. AMENDMENTS.** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

**23. ASSIGNMENTS, TRANSFERS, SUBCONTRACTING.** The DEVELOPER shall not subcontract, assign or transfer any work under this AGREEMENT without the express, prior written consent of the TOWN. Should the DEVELOPER subcontract any SERVICES under this AGREEMENT, it shall be done with continued liability for the DEVELOPER. The DEVELOPER shall remain responsible for Services, responsibilities and liabilities of any person or entity acting under DEVELOPER.

**24. FORCE MAJEURE.** Neither party will be liable to the other or be deemed to be in breach of this AGREEMENT for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault of negligence. Such causes may include,

but are not limited to, acts of nature or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by DEVELOPER. The party whose performance is affected shall request an extension of time to perform its obligations stated in this AGREEMENT by notifying the party, which it is obligated, within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this AGREEMENT shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

**25. MOST FAVORED NATION.** DEVELOPER agrees that if, after the EFFECTIVE DATE of this AGREEMENT, it enters into another AGREEMENT for the same or substantially similar scope of SERVICES with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the AGREEMENT, TOWN may provide DEVELOPER with written notice explaining how the new Agreement is for the same or substantially similar services and how the new Agreement contains terms or conditions that are more favorable than the terms in the AGREEMENT, and requesting to negotiate an amendment to the AGREEMENT (a “NEW AGREEMENT NOTICE”). The PARTIES shall act in good faith to negotiate an amendment to the AGREEMENT that addresses, in a manner that is fair and equitable to both parties, the matters raised by the TOWN in the NEW AGREEMENT NOTICE. If the PARTIES fail to reach a new agreement within thirty (30) days of the NEW AGREEMENT NOTICE, then the TOWN shall have the right to terminate this AGREEMENT without penalty or early termination fee, subject to the terms and conditions herein, by providing thirty (30) days advance written notice to DEVELOPER, such notice to be given no later than sixty (60) days from the NEW AGREEMENT NOTICE.

**26. NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, or (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

|                          |                                                                                                                                                                                                           |                                                                                                                                                                                                                                             |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>To the Town:</b>      | Michael P. Crotty<br>Town Manager<br>Town of Surfside<br>9293 Harding Avenue<br>Surfside, Florida 33154<br>Tel: (305) 731-3914<br>mcrotty@townofsurfsidefl.gov                                            | <b>With a copy to:</b><br>Duncan Tavares<br>Director of Tourism, Economic<br>Development & Community Services<br>Town of Surfside<br>9293 Harding Avenue<br>Surfside, Florida 33154<br>Tel: (305) 864-0722<br>dtavares@townofsurfsidefl.gov |
| <b>To the Developer:</b> | Prosport Entertainment, LLC,<br>d/b/a ShFt Mobile Technologies<br>Attn: Kent Aguero<br>309-23 <sup>rd</sup> Street<br>Miami Beach, Florida 33139<br>Tel: (305) 851-3738<br>info@prosportentertainment.com |                                                                                                                                                                                                                                             |

**27. GOVERNING LAW.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this AGREEMENT shall be litigated in Miami-Dade County, Florida.

**28. ATTORNEY’S FEES.** If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the TOWN to enforce any of the terms or conditions of the AGREEMENT, DEVELOPER shall pay to the TOWN, in such suit or action in both trial court and appellate court, the TOWN’s costs together with the TOWN’s reasonable attorney’s fees for the anticipated cost of collection and judgment enforcement.

**29. DISPUTE RESOLUTION.**

**A.** This AGREEMENT shall be governed by the laws of the State of Florida and the applicable laws of the United States of America. Any proceeding seeking to enforce any provision of, or based on any rights arising out of, this Agreement may be brought against any of the parties in the courts of the State of Florida, Miami-Dade County, or if it has or can acquire jurisdiction in the United States District Court of the Southern District of Florida and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action.

**B.** As an Alternate Dispute Resolution (“ADR”), any and all disputes between TOWN and DEVELOPER that arise under or in connection with this AGREEMENT which cannot be resolved through good faith negotiation can be submitted to binding arbitration, to be conducted in Miami-Dade County, Florida in accordance with the American Arbitration Association Arbitration Rules. However, the ADR is an option, and in no way considered

a waiver by TOWN to pursue any disputes in any court of proper jurisdiction within the State of Florida.

C. Pending resolution of any dispute arising under this AGREEMENT, other than termination hereof, DEVELOPER shall diligently proceed with performance of this AGREEMENT and TOWN shall continue to make payments in accordance with the AGREEMENT, except for performance and payment related to the disputed matter.

**30. NO IMPLIED WAIVER.** The failure of either Party to insist on strict performance of any covenant or obligation under this AGREEMENT, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this AGREEMENT shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

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

**32. ENTIRE AGREEMENT.** The terms and conditions contained herein supersede all prior oral and written representations and understandings between us, including prior iterations and versions of the AGREEMENT, and constitute the entire AGREEMENT between us concerning the subject matter of this AGREEMENT. This AGREEMENT shall not be modified or amended except in writing signed by authorized representatives of both of us.

IN WITNESS WHEREOF, the parties, intending to be legally bound, hereby have executed this AGREEMENT as of the date set forth.

**TOWN OF SURFSIDE**  
**A Florida Municipal Corporation,**

BY: \_\_\_\_\_  
MICHAEL CROTTY, Town Manager

\_\_\_\_\_  
Date

*Professional Mobile Application Development Service Agreement between the Town of Surfside, Florida and Prosport Entertainment, LLC, d/b/a ShFi Mobile Technologies*

BY: \_\_\_\_\_  
KENT AGUERO  
Manager/Officer  
Prosport Entertainment, LLC, d/b/a  
Shift Mobile Technologies  
Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
SANDRA NOVOA, CMC, Town Clerk  
Date \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
LINDA MILLER, Town Attorney  
Date \_\_\_\_\_

## **EXHIBIT “A”**

### **A) MOBILE APP CREATION, DEVELOPING AND LAUNCH. DEVELOPER will:**

Advise, generate and develop a complete mobile app with social media platform suitable for the TOWN.

Construct a robust scalable and multilevel mobile platform to build a solid presence among TOWN’s active community.

Design the app with TOWN’s guidance using the Shift’s development team.

Collaborate with TOWN to gather, strategize and integrate all the context, images and video content designed for mobile platforms.

Conduct extensive platform testing to assure satisfactory user experience and consistency. Testing the keywords, links and other meta-tags throughout the mobile app for maximum exposure, navigation and search engine optimization.

Launch app bug-free of issues and compatible with all mobile devices.

### **B) MOBILE APP POST DEVELOPMENT. DEVELOPER will:**

Conduct Mobile App Content Updates – adding, editing and/or removing any text or copy including any news, articles, reports, contact information and product or service description.

Conduct Graphics & Animation Updates – adding, editing and sizing of any pictures / animations to the mobile app

Maintain Social Media platform link updates (Facebook, Twitter, YouTube, and others)

Monitor mobile app intermittently and upon TOWN’s request.

Upkeep technology updates: Apple, Android, HTML5, WordPress and other devices used.

Provide 24/7 server maintenance and HTML5 upgrades

Weekly advance visitor analytics reports.

### **C) CONTENT. TOWN is responsible for obtaining rights to and making available to DEVELOPER all TOWN content to be used in the TOWN’s APPLICATION. TOWN will determine, in its sole discretion, but consistent with the capabilities of the DEVELOPER, the branding, creative look and feel, and all other content provided by the TOWN.**

All content shall be provided to the DEVELOPER by the TOWN in the formats specified below:

- All text shall be provided in Word, PDF, or HTML, RTF, PageMaker or WordPerfect,
  - All graphics shall be provided in TIFF, GIF or JPEG formats
- D) ADVERTISEMENTS.** Final approval of all advertisements, whether by DEVELOPER, Sponsors or others, must be approved by TOWN prior to the appearance of the advertisement on the TOWN's App.
- E) DEVELOPER'S DELIVERABLES.** As part of the SERVICES to this AGREEMENT, the DEVELOPER shall provide to the TOWN the following "Deliverables":

- Splash / Loading Page
- Interactive Home Page with slideshow/ also manually sliding
- Dynamic/ multilevel Navigation (single or multi-level sliding rows)
- Social Media Integration
  - Facebook
  - Twitter
  - Instagram
  - YouTube
- Main Social Platforms Feature
  - Check-in feature with Facebook, Twitter or Google+
  - Share Content via Facebook, Twitter, Msg or Email
  - Facebook likes "throughout app" directly from within the app
  - Community Wall - share comments, photos, global location map or "near-me"
- API Integration / push and pull database and content from anywhere
- Products and Services
  - Feature item listing capability (product integration and maintenance separately)
  - Comment to Wall-Post capabilities
  - Top section ad-placement for featured sponsors
- Promotions and product introductions
  - Sponsor / Advertising Integration (per section available)
  - New product announcements
  - Geo-target clients by current location, map definition, device OS
  - Rich push promo notifications
  - Schedule Promotions, programs or events
  - Automatic device recognition
  - QR Promotions
  - GPS Promos and Check-ins
  - Share App benefits
  - Visitors can browse, share and comment on product, services and promotions
- Interactive Map
  - Geo-target your location and places near-by
- Push notifications
  - Schedule push notification



- Target OS platform
- Target recipients by location or map Rewards
- Full Calendar of Events and promotions, featuring:
  - Full Description
  - Comment
  - Sharing via Facebook, Twitter, Mgs or Email
  - Add to mobile phone calendar (iCal, Google, etc.)
  - Attendance notification and projections
  - LIVE photo sharing
- Publications and Reading Materials
  - List and promote your publicized articles and reading materials
  - Visitors can browse, share and comment on them
- Interactive Community Wall-Posts
  - Share comment
  - Upload your photos LIVE with other fans, friends, family, etc.
- News
  - Add news and press articles
  - Visitors can comment, share and interact with all articles
  - RSS integration
  - Mailing list subscription (sign-up to receive more exclusive content and rewards)
- Gallery Photos
  - Share, comment and import photos of your events, experiences
- Gallery Videos
  - YouTube, Video, Daily motion, iTunes, or custom video uploads. You can also stream most real-time videos in your app with Livestream or Ustream.
- Customer Reviews, surveys and Wall Posts sections available (by request)
- External links for sponsors, vendors and partners
- E-commerce Ready platform
- Advance Visitor Analytic Reports

**F) PLATFORMS.** The APPLICATION provided by the DEVELOPER to the TOWN shall be compatible with the following mobile devices:

**Native:** iPhone, iPad and Android mobile OS

**HTML:** Most Tablets, Blackberry, Nokia and most smart mobile devices

**G) COMPLETION SCHEDULE.** The schedule for completion of the Mobile Platform (“Schedule) and the responsibilities under the AGREEMENT is detailed as follows:

*(Tasks below are materials in-hand based estimates)*

|                                            |        |
|--------------------------------------------|--------|
| Comprehensive Predevelopment Design Review | 3 Week |
|--------------------------------------------|--------|

|                                                 |                |
|-------------------------------------------------|----------------|
| Content Requirements & Verification             | 3 Week         |
| Development and Customization - Shift           | 4 Weeks        |
| Content Integration                             | 2 Weeks        |
| Testing & Acceptance – Apple & Android Approval | 7 Days         |
| Launch Publicly -                               | 2 Days         |
| <b>Total Estimated Development Time:</b>        | <b>8 Weeks</b> |

#### H) FEES

##### DEVELOPMENT & MAINTENANCE COSTS:

- **Application Development:** US \$32,000 App Actual Cost
- Investment Breakdown: US \$16,000 *Above and Below Charters, LLC*  
US \$16,000 *DEVELOPER's investment*
- **Development Cost to Client:** US \$0.00
  - All items and services included in "Deliverables"
  - Creation of the mobile Application (Multi-language structure - not content).
  - Applicable content, products and services from client
  - API functionality for feeding online content
  - All licenses and submission fees for Apple, Android and other server requirements
- **Sponsorship Terms (Above & Below Charters, LLC):**  
For the sponsorship funding of the platform, the sponsor shall receive the following:
  - 1 of the 5 front page slides on the app
  - Mention on the services and companies section
  - 1 Push promo to subscribers per month
  - Inclusion on Town's newsletters and promos (digital and hard copy)
- **New Sponsorships Revenue Split:**  
*(After DEVELOPER's investment has been reimbursed then 50% 50% split)*  
Client: 50%  
Developer: 50%
- **Monthly Maintenance:** US \$650/month (12-month package)
  - Includes all technology up-keeping of the App mainframe and social platforms links

- *Ads, content and other media uploads outside API 15-20 changes per month -- Updates per month/ promo and notifications, events notifications, media uploads, sponsor ads and home slides*
- *API content and system-links technology up-keep*
- *Weekly advance visitor analytics reports.*

➤ **Minimum Monthly Managed Service Fee: US\$250/month.**

*Beginning the Commercial Launch Date, and thereafter throughout the Term, a Minimum Monthly Managed Service Fee ("MMMSF") will be assessed as set forth below for the operation, hosting and support of the Mobile platform (including all maintenance and monthly server fees, Apple and Android licenses and fees, the highest quality, US based, server hardware, storage, 24 7 System Monitoring system, and bandwidth requirements necessary to support the Mobile platform via the DEVELOPER)*




**Town of Surfside  
Special Town Commission Meeting  
November 6, 2014**

**7:00pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**DISCUSSION ITEM COVER MEMORANDUM**

**Title:** Interim Town Manager Recruitment

**Submitted By:** Daniel Dietch, Mayor 

**Objective:** To provide policy direction on hiring an Interim Town Manager.

**Consideration:** Section 12 of the Surfside Charter addresses the appointment of the Town Manager. The provision states, “[T]he commission, by a majority vote of all its members, shall appoint an officer of the town who shall have the title of town manager and shall have the powers and perform the duties in this Charter provided.”

The Town is now in the midst of its second Town Manager recruitment since accepting our current Town Manager’s resignation on June 24, 2014. While the recruitment process is progressing, it still may be several months until a new Town Manager is hired.

At our September 11, 2014 meeting, suggestions were made about our recruitment process and the opportunity to engage an interim Town Manager. Acting on a suggestion by Commissioners Olchyk, I spoke to John Di Censo, our former Assistant Police Chief to see if he would be interested in returning to Surfside to serve in the capacity of interim Town Manager. As many of you know, Mr. Di Censo has helped fill other leadership positions in Town including Acting Police Chief, Acting Public Work Director and Acting Town Clerk during his tenure. He has expressed in interest in returning for a period not to exceed three months to assist the Town.

I have discussed this opportunity with our Town Manager and he agrees that such an approach is appropriate and he is supportive. With your concurrence, I respectfully request that you approve engaging Mr. Di Censo for a period not to exceed three months and authorize an employment package at a monthly cost less than our current Town Manager.



## Town of Surfside Commission Communication

**Agenda Item #:** 4B

**Agenda Date:** October 14, 2014

**Subject:** Enterprise Resource Planning (ERP) Proposals

**Background:** A top priority for FY 13/14 has been to complete the ERP evaluation process and advertise for proposals. Staff, in conjunction with professionals from CGA, completed the evaluation; advertised for proposals and received proposals.

What is ERP? An ERP is business management software that allows an organization to use a system of integrated applications to manage their daily functions. ERP software integrates all facets of an operation, including finance, capital budgets, project management, cashiering/point of sale, fixed assets, work orders, inventory control, purchasing, human resources (payroll, time and attendance), contract management, building and permitting, code enforcement, utility billing, business tax receipts, website and mobile integration.

**Current Status:** The Town opened proposals on August 28. The following is a summary:

- Released and posted: June 19, 2014
  - Posted on Town website
  - Posted on Demandstar
    - Demandstar is a web portal that connects businesses and governments to opportunities online. Vendors get immediate access to leads and information for new projects posted by government agencies.
- Submittal Due Date: August 28, 2014 at 3:00 pm
- Bid Opening: August 28, 2014 at 3:00 pm
  - Bid Opening Results:
    - Springbrook Software \$277,000 (5 Year Total) - Submittal does not meet requirements. The Functional and Technical Requirements described in Attachment "A" was not addressed as described on page 1 of the attachment. The vendor was required to classify each requirement with a predetermined indicator in the "Comments" column addressing whether their solution meets the requirement. The vendor did not complete this task.
    - Tyler Technologies \$710,759 (5 Year Total)

**Recommendation:** It is recommended that the Town release this RFP for bid again due to only two (2) submittals being received. It was deemed that one submittal was non-responsive, Springbrook Software. Awarding the contract to Tyler by default does not give the Town an opportunity to analyze and review other options that may be available both from a cost and functional perspective.

Additionally, it is our understanding that other qualified vendors may not have been aware of the RFP release, thus narrowing down the pool of potential vendors. The Town expected to receive at least five (5) submittals based on the top vendors in this market space. Our goal before the re-release of this RFP is to notify the top vendors in the ERP market space, including Springbrook and Tyler, that the RFP will be re-posted in the near future to increase the pool of potential vendors and submittals. Other suggestions during discussions were to reduce the functional requirements in an effort to broaden the pool of qualified vendors. This will be discussed in more detail during an internal staff meeting, yet to be scheduled.

A handwritten signature in blue ink that reads "Michael P. Crotty". The signature is written in a cursive style and is positioned above a horizontal line.

Michael P. Crotty, Town Manager



## Town of Surfside Commission Communication

**Agenda Item #:** 4C

**Agenda Date:** October 14, 2014

**Subject:** Surfside Seawall Replacement Project Bid Value Engineering

**Objective:** To reduce the overall cost of the project without reducing the quality of material or workmanship of the project.

**Background:** In April 2014, the Surfside Seawall Replacement Contract Documents were advertised for bidding purposes. A mandatory pre-bid meeting was held on May 20, 2014. Questions were received from potential Contractors up until June 10, 2014 and written responses were distributed to all attendees of the mandatory pre bid in the form of addenda (2 total). On June 17, 2014, three (3) bids were received by the Town Clerk and publically read out loud. The results of the three bids are shown below:

|                   | PAC COMM, INC<br>Miami, FL | Ferreira Construction<br>Stuart, FL | Ebsary Foundation<br>Miami, FL |
|-------------------|----------------------------|-------------------------------------|--------------------------------|
| General Condition | \$587,500                  | \$302,177                           | \$767,932                      |
| Civil Subtotal    | \$186,004                  | \$303,246                           | \$282,296                      |
| Grading Subtotal  | \$77,000                   | \$66,173                            | \$111,595                      |
| Seawall Subtotal  | \$1,324,804                | \$1,887,986                         | \$1,423,456                    |
| <b>Total Bid</b>  | <b>\$2,175,308</b>         | <b>\$2,559,582</b>                  | <b>\$2,585,280</b>             |
| <br>              |                            |                                     |                                |
| Bid Guarantee     | 5%                         | 5%                                  | 5%                             |
| Bonding Company   | Travelers Casualty         | Fidelity & Deposit Co               | Travelers Casualty             |

The bid results were presented at the July 8, 2014 Commission Meeting. The Commission directed staff to meet with the apparent low bidder, PAC Comm, Inc, and Value Engineer the project overall cost down to the budgeted amount for construction of \$1,100,000.00 by the September 9, 2014 Commission Meeting.

**Analysis:** CGA retained, at no additional cost to the Town, the assistance of Lakdas/Yohalem Engineering Inc. (LYE). LYE is a respected structural engineer who specializes in seawall construction. LYE was retained to act as a second set of eyes to ensure that the VE efforts did not negatively affect the quality of workmanship/materials of the revised seawall design. The team met with the Contractor on several occasions to

review revised plans and identify areas of VE cost savings. The negotiations to date have reduced the overall project cost by \$371,308.00 to a total of \$1,804,000.00 (See Attached Breakdown).

The areas in which the VE savings were realized were:

- Replacement of MMFX rebar with grade 60. We added a corrosion prohibiting additive to the concrete mixture.
- Where applicable we increased the king pile size to increase the spacing required (reduce total number of piles) and in the case of the Surfside Park we were able to remove the need for batter piles.
- Utilization of allowances for landscaping and other uncertain items, thus reducing the Contractors exposure and reducing overall costs.
- Reduction in mobilization costs – the Contractor has secured another project in the area, thus reducing their mobilization efforts to get to the Surfside Project.

### **Recommendation(s):**

**Option 1:** Direct staff to increase the project budget to include the \$1.804M to complete all ten (10 seawalls). Award a Contract to Pac Comm, Inc for the full project scope. Contract negotiation, bond and insurance issuance would commence and complete within 21 days and mobilization would commence approximately 21 days after contract execution. CGA would then apply on behalf of the Town to the Florida Inland Navigation District (FIND) for the additional funding. FIND's maximum offer would be 50% of the additional costs. If successful, this would bring the Town's obligation for construction costs to \$902,000.00 and if successful in our request, FIND would fund \$902,000.00. Please note that the FIND funding cycle is not open again until April 2015 and there are no guarantees that the Town would receive the additional funding from FIND.

**Option 2:** Award the contract based on the VE pricing with PAC Comm, Inc. but only for the seawalls which were categorized as "Severe" and "Moderate" damage, thus reducing the total construction price, which includes the following walls:

1. "Severe"
  - a. Carlyle Avenue and 88<sup>th</sup> Street
  - b. End of 88<sup>th</sup> Street on Isle of Biscaya
  - c. 95<sup>th</sup> Street and Bay Drive
2. "Moderate"
  - a. Froude Avenue and 88<sup>th</sup> Street
  - b. 90<sup>th</sup> Street and Bay Drive
  - c. 93<sup>rd</sup> Street and Bay Drive
  - d. Surfside Park

By removing the seawalls listed as "Minor Damage" the total construction cost could be reduced by an additional \$390,000.00, for a total construction cost of \$1,414,000.00 and requiring an increase in the budget of \$314,000.00.



**Option 3:** Award the contract based on the VE pricing with PAC Comm, Inc. but only complete replacement for 6 (six) walls and perform partial repairs for the remaining 4 (four) seawalls:

1. Complete Replacement per VE plans:
  - a. "Severe"
    - i. End of 88<sup>th</sup> Street on Isle of Biscaya
    - ii. Carlyle Avenue and 88<sup>th</sup> Street
    - iii. 95<sup>th</sup> Street and Bay Drive
  - b. "Moderate"
    - i. Froude Avenue and 88<sup>th</sup> Street
    - ii. 90<sup>th</sup> Street and Bay Drive
    - iii. 93<sup>rd</sup> Street and Bay Drive
    - iv. Surfside Park
2. Partial Repairs
  - a. "Moderate"
    - i. 90<sup>th</sup> Street and Bay Drive
  - b. "Minor"
    - i. Irving Avenue and Bay Drive
    - ii. 92<sup>nd</sup> Street and Bay Drive
    - iii. 94<sup>th</sup> Street and Bay Drive

By modify the scope for Option 3 as noted above, the total construction cost could be reduced by an additional \$396,000.00, for a total construction cost of \$1,408,000.00 and requiring an increase in the budget of \$308,000.00.

**Option 4:** Award the contract based on the VE pricing with PAC Comm, Inc. but only for the seawalls which were categorized as "Severe" and most of the walls categorized as "Moderate" damage, thus reducing the total construction price, which includes the following walls:

1. "Severe"
  - a. Carlyle Avenue and 88<sup>th</sup> Street
  - b. End of 88<sup>th</sup> Street on Isle of Biscaya
  - c. 95<sup>th</sup> Street and Bay Drive
2. "Moderate"
  - a. Froude Ave and 88<sup>th</sup> St
  - b. 90<sup>th</sup> St and Bay Drive
  - c. Surfside Park

By removing the seawalls listed as "Minor Damage" and one of the "Moderate Damage" walls, the total construction cost could be reduced by an additional \$540,000.00, for a total construction cost of \$1,264,000 and requiring an increase in the budget of \$164,000.00.

**Option 5:** Award the contract based on the VE pricing with PAC Comm, Inc. but only for the seawalls which were categorized as “Severe” and some of the walls categorized as “Moderate” damage, thus reducing the total construction price, which includes the following walls:

1. “Severe”
  - a. Carlyle Avenue and 88<sup>th</sup> Street
  - b. End of 88<sup>th</sup> Street on Isle of Biscaya
  - c. 95<sup>th</sup> Street and Bay Drive
2. “Moderate”
  - a. Froude Ave and 88<sup>th</sup> St
  - b. Surfside Park

By removing the seawalls listed as “Minor Damage” and one of the “Moderate Damage” walls, the total construction cost could be reduced by an additional \$766,000.00, for a total construction cost of \$1,038,000.00 and requiring no increase to the budget.

**Option 6:** Direct CGA to re-advertise and re-bid the project utilizing the VE plans and Contract Documents. If we are directed to do so, we can advertise the project within 7 days and set a bid opening date for 30 days after advertisement.

**Budget Impact:** The impact to the previously approved budget varies based on the direction received from the Commission and is outlined in the options above.

**Growth Impact:** N/A

**Staff Impact:** The additional work required will be completed by CGA staff at no additional professional costs to the Town. The impact to the Town staff will be minimal.

**Recommendation:** If the funding can be made available, staff would recommend choosing the option which would align with the amount of funding that was available. The Contractor will only hold their proposed VE pricing for 45 more days. For this reason, staff does not have time to wait until the FIND funding cycle and continue working with the current Contractor. If the Town cannot allocate the additional funding, staff would recommend reissuing the documents for a re-bid.

  
\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
Town Manager

**TOWN OF SURFSIDE**

MUNICIPAL BUILDING

9293 HARDING AVENUE - SURFSIDE, FLORIDA 33154-3009

[www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov)**MEMORANDUM**

**TO:** MICHAEL CROTTY, TOWN MANAGER  
**FROM:** JOSEPH S KROLL, PUBLIC WORKS DIRECTOR  
**SUBJECT:** 94<sup>th</sup> STREET MILLING/RESURFACING (HARDING TO COLLINS)  
**DATE:** OCTOBER 31, 2014

The Grand Beach Hotel West anticipates an opening date of December 1, 2014. During construction, the Town allowed 94<sup>th</sup> Street to be partially closed from the alleyway east to Collins Avenue for their staging and operation. Heavy equipment, utility connections and equipment storage were the main functions of the closed off area. Now that the road has been re-opened, the excessive wear to that portion of roadway due to the construction has left it in need of milling and resurfacing.

The Development Agreement requires the Grand Beach is to make a maximum contribution of \$15,000 for these improvements. Attached is a quote from All County Asphalt with pricing based on a City of Lake Worth contract to mill/resurface 94<sup>th</sup> Street between Collins and Harding Avenue for \$15,644.00. These improvements to 94<sup>th</sup> Street bring that portion up to FDOT standards that will support the anticipated traffic load that the Grand Beach will generate once opened.

Public Works will coordinate the 94<sup>th</sup> Street resurfacing project as this will become the Town's responsibility once completed. Public Works will utilize its maintenance account to fund the cost of the project over the \$15,000 contribution from the Grand Beach and will oversee that the project is completed to FDOT standards.

Joel Simmonds of the Grand Beach has confirmed that they are in agreement with the above approach for the milling/resurfacing of 94<sup>th</sup> St. from Collins to Harding including the Grand Beach funding commitment of \$15,000.

Finally, staff will make every attempt to schedule/coordinate the milling/paving project to avoid disrupting the Grand Beach in final days leading up to their opening and disrupting business district traffic/operations during normal business hours including the possibility of scheduling the project after normal business hours.

### **REQUESTED ACTION**

Due to the need to complete this project prior to December 1, this item is being presented for authorization at this time for approval to proceed as outlined in this memo, with a final resolution and agreement presented at a future Commission meeting for the milling/resurfacing of 94<sup>th</sup> St. from Harding to Collins.



Licensed contractor #U-19887

**PROPOSAL/CONTRACT**

October 29, 2014

**Customer Name/Address:**

Attn: Joe Kroll  
 Town of Surfside  
 9293 Harding Ave.  
 Surfside, FL 33154  
 T. 305-861-4863 F. 305-861-1302  
 C. 786-509-1164  
[jkroll@townofsurfsidefl.gov](mailto:jkroll@townofsurfsidefl.gov)

**Property Location:**

94<sup>th</sup> Street  
 Surfside, FL 33154  
 Revised

As per direction to perform the following work:

**ASPHALT MILLING AND PAVING:** 94<sup>th</sup> Street between Collins Ave & Harding Ave

1. Set up required M.O.T.
2. Mill off up to 1 1/2" avg of the existing pavement surface.
3. Thoroughly clean the pavement surface.
4. Level the depressed areas using hot plant mixed asphalt.
5. Apply a DOT approved primer tack coat to area.
6. Install 1 1/2" avg of hot plant mixed asphalt.
7. Roll and compact with a steel drum and rubber tire roller.
8. Haul away any related debris

**PRICING BASED ON ANNUAL CONTRACT WITH City of Lake Worth.**

| ITEM:                                                              | QTY: |              |
|--------------------------------------------------------------------|------|--------------|
| (2) Mobilizations                                                  | (1)  | \$ 2,500.00  |
| (3) Type 2 Barricades or Cones (Per Day) \$ 350 ea.                | (2)  | \$ 700.00    |
| (13) 1.5" Mill and Overlay S-III 810 S/Y @ \$13.50                 |      | \$ 10,935.00 |
| (19) Misc. Asphalt (Type S-III) 1 TN @ \$125.00                    | (3)  | \$ 375.00    |
| <b>Striping Items:</b>                                             |      |              |
| (35) Mobilizations (over 50 LF) \$ 250.00 Ea.                      | (2)  | \$ 500.00    |
| (40) 6" Double Plastic Yellow Thermoplastic 225 LF @ \$1.90 per LF |      | \$ 428.00    |
| (45) 24" Stop Bar Thermoplastic \$ 85.00 ea.                       | (2)  | \$ 170.00    |
| (46) RPM'S \$ 6.00 ea.                                             | (6)  | \$ 36.00     |

- \*New pavement is susceptible to scuffing and marks until it has properly cured.
- \*As asphalt is a petroleum based product the prices are subject to change if oil prices increase dramatically.
- \*Existing Cracks with vegetation growing should be prepared with a weed killer such as 'Round Up' for several treatments before we arrive on the job.
- \*The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you separately.
- \*Large cracks in the existing asphalt may reflect through the new asphalt in time.
- \*There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
- \*This proposal specifically excludes the acceptance of a "Pay when Paid Clause" payment clause.
- \*All County shall be provided with suitable access to the work area. If All County's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit All County to perform its work hereunder in an uninterrupted single shift operation.
- Delays to All County shall be paid at a rate of \$200.00 per half hour.
- \*In the event that any work is done under this agreement as amended, or any side agreement, by All County which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.
- \*This contractor cannot guarantee elimination of standing water.
- \*Permit, Procurement fees and any additional work required by the permit will be extra to the contract amount.

Page 1 of 2

All County Paving, an M&M Asphalt Maintenance Inc. Company  
 Office 561-588-0949 | Fax 561-588-2140 | 1302 South J Street, Lake Worth, FL 33460  
 Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Rd., Orlando, FL 32822  
[info@allcountypaving.com](mailto:info@allcountypaving.com)

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB

Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.

Licensed contractor #U-19887

\*There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.

\*This contractor recommends a civil engineer be retained for ADA upgrades. As such this contractor makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.

\*Due to price fluctuations on material costs, this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work.

PROPOSE TO furnish labor and material – complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:


**FIFTEEN THOUSAND SIX HUNDRED FOURTY-FOUR DOLLARS**

**WITH PAYMENTS TO BE MADE AS FOLLOWS: Net due upon completion.**

Not responsible for any damage to underground utilities. A certificate of Insurance will be issued upon request prior to commencement of work. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,295.00 each. Any additional mobilizations for Paving will be billed at a rate of \$2,450.00 each. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge. Owner to carry fire tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance. " In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between All County Paving and the financially responsible company for which the work will be performed.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**ACCEPTANCE OF PROPOSAL:**

  
\_\_\_\_\_  
Signature of Approval by Client

David Lyonnais  
Project Manager

  
\_\_\_\_\_  
Printed Name and Title

10.29.14  
\_\_\_\_\_  
Date