



**Town of Surfside
Regular Town Commission Meeting**

AGENDA

March 12, 2019

7 p.m.

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

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.

**** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.***

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes – Mayor Daniel Dietch**

2. Quasi-Judicial Hearings

- 3. Consent Agenda (*Set for approximately 7:30 p.m.*)** *All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*

A. Minutes – Sandra Novoa, MMC, Town Clerk

- February 12, 2019 Regular Town Commission Meeting Minutes

***B. Town Manager's Report – Guillermo Olmedillo, Town Manager**

***C. Town Attorney's Report – Weiss Serota, Town Attorney**

D. Committee Reports – Guillermo Olmedillo, Town Manager

- January 28, 2019 Parks and Recreation Committee Meeting Minutes
- January 31, 2019 Planning and Zoning Board Meeting Minutes

E. Not-For-Profit Charitable Application - Pelican Harbor Sponsorship – Commissioner Tina Paul

F. Approval of the Key to the Town for Miami-Dade County Fire Chief Dave Downey – Mayor Daniel Dietch

G. Tennis Center Court Resurfacing – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROPOSAL OF FAST-DRY COURTS, INC. FOR TENNIS COURT RESURFACING AT THE SURFSIDE TENNIS CENTER; APPROVING THE PROPOSAL AND CONTRACT IN SUBSTANTIALLY THE FORM ATTACHED AS EXHIBIT “A”; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE CONTRACT WITH ANY CHANGES OR ADDENDUM AS REQUIRED BY THE TOWN ATTORNEY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE CONTRACT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Downtown Vision Advisory Committee – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE CHARTER FOR THE DOWNTOWN VISION ADVISORY COMMITTEE; ADOPTING THE COMMITTEE’S AMENDED CHARTER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. Office 365 E-Mail Services and Migration – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE CUSTOMER TERMS FOR CLOUD SERVICES AGREEMENT (U.S. PUBLIC SECTOR) AND MASTER SERVICES AGREEMENT WITH LIFTOFF, LLC FOR USE AND SUBSCRIPTION TO MICROSOFT OFFICE 365 EXCHANGE ONLINE (COLLECTIVELY, AGREEMENT) PROVIDING FOR CLOUD-BASED EMAIL SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

J. Approval for the Sale, Disposition, Trade-In of Surplus Police Taser Equipment – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING AS SURPLUS CERTAIN TASER EQUIPMENT OF THE TOWN OF SURFSIDE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR THE SALE, DISPOSITION, OR TRADE-IN OF THE SURPLUS EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

K. Energy Innovation and Carbon Dividend Act – Mayor Daniel Dietch

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE UNITED STATES CONGRESS TO PASS THE ENERGY INNOVATION AND CARBON DIVIDEND ACT (H.R. 763) TO LEVY AN ANNUALLY INCREASING REVENUE-NEUTRAL FEE ON THE CARBON IN FOSSIL FUELS AT THE POINT OF PRODUCTION OR IMPORTATION AND RETURN A DIVIDEND TO ALL AMERICANS; PROVIDING FOR TRANSMITTAL OF RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

(Set for approximately 8:00 p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

- 1. Code of Ethics Ordinance Enhancement and Amendment to Provide for Disclosure of Business Relationships by Members of the Town Commission and Town Boards and Committees – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VII - CODE OF ETHICS, BY ADDING SECTION 2-237 TO PROVIDE FOR DISCLOSURE OF BUSINESS RELATIONSHIPS BY MEMBERS OF THE TOWN COMMISSION AND BOARDS AND COMMITTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

(Set for approximately 8:45 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

- 1. Prohibit Hotels in H40 Zoning District South of 93rd Street Within the Moderate High-Density Residential Area of the Future Land Use Map – Commissioner Michael Karukin [*Linked to Item 9*]**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

(Set for approximately 9:00 p.m.) (Note: Depends upon length of Good and Welfare)

A. Resiliency Planning Support – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 113 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR RESILIENCY PLANNING SUPPORT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

B. ADA Website Compliance – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROPOSAL OF LEVEL ACCESS FOR ADA WEBSITE COMPLIANCE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE MASTER SERVICES AGREEMENT AND ADDENDUM THERETO IN FORM AND SUBSTANCE ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Commission Chambers Audio Visual Upgrade – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROPOSAL/INVESTMENT SUMMARY, GENERAL TERMS AND CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT, SOFTWARE LICENSE AGREEMENT AND ADDENDUM (COLLECTIVELY, AGREEMENT) WITH AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD. FOR AUDIO VISUAL UPGRADES FOR THE COMMISSION CHAMBERS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Triad Security Group, Inc. Second Addendum – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING ADDITIONAL WORK FOR THE ACCESS CONTROL SYSTEM AT TOWN HALL; APPROVING THE SECOND ADDENDUM TO THE INSTALLATION AND SERVICE AGREEMENT WITH TRIAD SECURITY GROUP, INC. FOR THE ADDITIONAL WORK, IN SUBSTANTIALLY THE FORM ATTACHED HERETO; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE ADDITIONAL WORK; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Executive Recruitment of Finance Director - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN EXPENDITURE FOR AN EXECUTIVE RECRUITING FIRM FOR SELECTION OF A FINANCE DIRECTOR; AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$25,000; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Good and Welfare (Set for approximately 8:15 p.m.)

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. Commission Liaison Appointment [Verbal] – Sandra Novoa, MMC, Town Clerk

- *Downtown Vision Advisory Committee*

B. Board and Committee Appointments [Verbal] – Sandra Novoa, MMC, Town Clerk

- *Tourist Board – Commissioner Cohen*
- *Tourist Board – Commissioner Karukin*

C. Annual Performance Evaluation – Guillermo Olmedillo, Town Manager – Mayor Daniel Dietch

D. Miami-Dade League of Cities Director and Alternate Director Designation – Sandra Novoa, MMC Town Clerk

E. Beach Renourishment Update [Verbal] – Guillermo Olmedillo, Town Manager

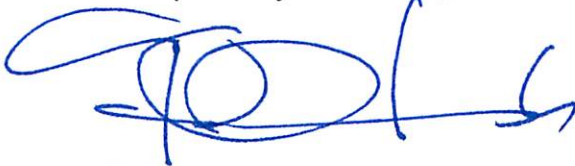
F. Approval to Modify the Parking Meter Rate to a Variable Rate Based System – Guillermo Olmedillo, Town Manager

G. Code Compliance Resources – Mayor Daniel Dietch

- H. **Sunscreen Chemical Ban** – Mayor Daniel Dietch
- I. **Zoning in Progress – New Applications or Site Plans for Hotels in H40 Zoning District, South of 93rd Street** – Commissioner Michael Karukin
[Linked to Item 4A1]

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

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.

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
Regular Town Commission Meeting
Minutes**

**February 12, 2019
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:01 p.m.

B. Roll Call of Members

Town Clerk Novoa called the roll with the following members present: Mayor Dietch, Commissioner Karukin and Commissioner Paul.

Vice Mayor Gielchinsky and Commissioner Cohen were absent.

C. Pledge of Allegiance

Chief Yero led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

E. Agenda and Order of Business Additions, deletions and linkages.

Town Manager Olmedillo made a correction to the agenda; 3B page 28, item 17 the date cited was December 14, 2018 and the correct date is December 14, 2017.

There was a correction made due to a scrivener's error on Item 9B on page 113.

Commissioner Karukin made a motion to add Item 9K to the agenda. Motion received a second from Commissioner Paul. Motion carried 3-0 with Vice Mayor Gielchinsky and Commissioner Cohen absent.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch spoke about the events taking place in Surfside. The information can be found on the Town's website.

G. Tree City USA Presentation - Guillermo Olmedillo, Town Manager

Town Manager Olmedillo introduced the item.

Mayor Dietch accepted the award on behalf of the Town and spoke about the tree canopy survey that was previously done.

2. Quasi-Judicial Hearings

No Quasi-Judicial items

3. Consent Agenda

The following members of the Public spoke on the item:

Sheryl Goldenberg spoke on behalf of Mrs. Fowley regarding item 3B – Page 17, Section B.

Commissioner Karukin made a motion to approve the consent agenda. The motion received a second from Commissioner Paul and all voted in favor with Vice Mayor Gielchinsky and Commissioner Cohen absent.

A. Minutes – Sandra Novoa, MMC, Town Clerk

Approved on Consent

- January 8, 2019 Regular Town Commission Meeting Minutes
- January 22, 2019 Special Town Commission Meeting Minutes

***B. Town Manager's Report – Guillermo Olmedillo, Town Manager**

Approved on Consent

***C. Town Attorney's Report – Weiss Serota, Town Attorney**

Approved on Consent

D. Committee Reports – Guillermo Olmedillo, Town Manager

Approved on Consent

- November 29, 2018 Planning & Zoning Board Meeting Minutes
- December 12, 2018 Tourist Board Meeting Minutes
- December 17, 2018 Parks & Recreation Committee Meeting Minutes

4. Ordinances

A. Second Reading Ordinances

No ordinances on second reading.

B. First Reading Ordinances

1. **Code of Ethics Ordinance Enhancement and Amendment to Provide for Disclosure of Business Relationships by Members of the Town Commission and Town Boards and Committees** – Mayor Daniel Dietch

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VII - CODE OF ETHICS, BY ADDING SECTION 2-237 TO PROVIDE FOR DISCLOSURE OF BUSINESS RELATIONSHIPS BY MEMBERS OF THE TOWN COMMISSION AND BOARDS AND COMMITTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

Mayor Dietch introduced the item to the Town Commission.

Commissioner Paul made a motion for discussion. Motion received a second from Commissioner Karukin.

Commissioner Karukin and Commissioner Paul expressed their concerns with the ordinance and which boards should fall under this stricter rule.

The following members of the public spoke on the item:

Sasha Plutno
Ellen Abramson
Eliana Salzhauer
Joshua Epstein
Brian Bay

Sheryl Goldberg spoke on behalf of Tricia Fowley
Diana Gonzalez

Commissioner Karukin made a motion to approve the Ordinance on first reading. The motion received a second by Commissioner Paul. Motion passed 3-0. Vice Mayor Gielchinsky and Commissioner Cohen were absent.

5. Resolutions and Proclamations

A. Town of Surfside Social Media and Media Inquiry Policy – Guillermo Olmedillo, Town Manager Page 86 - 103

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A SOCIAL MEDIA AND MEDIA INQUIRY POLICY FOR THE TOWN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Rachel Pinzur presented the item to the Town Commission.

Commissioner Paul made a motion for discussion purposes. The motion received a second from Commissioner Karukin and all voted in favor.

The members of the Town Commission discussed the item and stated their concerns.

The following members of the public spoke on the item:

Sasha Plutno
Eliana Salzhauer
Brian Bay
Joshua Epstein
Marianne Meisheid

Town Attorney Arango answered Commissioner Paul's questions regarding removing postings and her questions about items on page 90 and 93 of Attachment A.

After some discussion Commissioner Paul made a motion to approve with the recommendation that the attorney look into page 90 Users Posting and Account Activation and 93 (Attachment "A") She stated that she is not comfortable with the Town deleting people's comments, and requested legal to look into it and make sure it will not violate Public Records Law.

Town Attorney Arango responded to Commissioner Paul's concerns. The motion received a second from Commissioner Karukin. The motion carried 3-0.

B. Terminating Abbott Parking Lot Unsolicited Public Private Partnership Proposal – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, TERMINATING THE EVALUATION OF AND REJECTING AN UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP (P3) PROPOSAL REFERRED TO AS "SURFSIDE COMMONS" FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION AND MAINTENANCE OF A MIXED-USE DEVELOPMENT CONSISTING OF RETAIL, OFFICE PARK AND PARKING ON THE PROPERTY LOCATED AT 96th STREET AND ABBOTT AVENUE ("PROJECT"); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Town Manager Guillermo Olmedillo introduced the item.

Commissioner Karukin made a motion for discussion purposes. The motion received a second from Commissioner Paul and all voted in favor.

The following members of the public spoke on this item:

Sasha Plutno

Jeffrey Platt

Ellen Abramson

George Kousoulas

Eliana Salzhauer

Mitchel Feldman – Commissioner Paul made a motion to extend one minute. Commissioner Karukin seconded the motion and all voted in favor.

Mayor Dietch addressed the members of the public regarding this issue.

A motion was made by Commissioner Paul to approve the Resolution. Motion received a second from Commissioner Karukin. Motion carried 3-0 with Vice Mayor Gielchinsky and Commissioner Cohen absent.

C. Water Conservation Month (April 2019) – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN OF SURFSIDE DECLARING APRIL AS WATER CONSERVATION MONTH IN THE TOWN OF SURFSIDE, FLORIDA, AND SUPPORTING THE NATIONAL “WYLAND MAYOR’S CHALLENGE FOR WATER CONSERVATION” IN THE TOWN OF SURFSIDE; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA LEGISLATURE, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, AND ALL THE MUNICIPALITIES OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Mayor Dietch presented the item to the Town Commission.

The following members of the public spoke on this item:

Pamela O’Hagan

Mayor Dietch addressed the members of the public regarding the issue.

A motion was made by Commissioner Paul to approve the Resolution. Motion received a second by Commissioner Karukin. Motion carried 3-0 with Vice Mayor Gielchinsky and Commissioner Cohen absent.

6. Good and Welfare (Set for approximately 8:15 p.m.)

Sheryl Goldberg spoke about Page 36 and 37, Attachments A and B on disclosing itemized complaints and overcrowding of tables and chairs at Flanigan’s.

Commissioner Paul made a motion to extend speaker Goldberg’s time for an additional minute. Motion received a second from Mayor Dietch. Motion carried 2-1 with Commissioner Karukin voting in opposition.

Eliana Salzhauer spoke regarding congestion in the Town and the issues navigating the sidewalks and the impact it has on the quality of life.

Jeffrey Platt spoke about the beach furniture ordinance and enforcement of violators.

Sasha Plutno spoke about the beach furniture and beach concession issues. Commissioner Paul made a motion to extend one minute. The motion received a second from Mayor Dietch. Motion carried 2-1 with Commissioner Karukin voting in opposition.

Patricia Fernandez spoke about issues with the Synagogue and the garbage not being picked up on the weekend and that it brings rats. Commissioner Paul made a motion to extend one minute. The motion received a second from Mayor Dietch. Motion carried 2-1 with Commissioner Karukin voting in opposition.

Casey Woods spoke about the 96th Street Park renovation and the field and the bathrooms that are in bad condition.

Members of the Town Commission addressed the members of the public.

Town Manager Olmedillo advised that the ticketing of beach chairs left out will be commencing on February 22, 2019 and those beach chair operators have been notified in writing. He also addressed the concerns of the members of the public.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. Boards and Committee Appointments [Verbal] – Sandra Novoa, MMC, Town Clerk [Item linked to item 9I]

Motion made by Commissioner Karukin to link item 9A to item 9I, motion received a second from Commissioner Paul. Motion carried 3-0 with Vice Mayor Gielchinsky and Commissioner Cohen absent.

- Sustainability and Resiliency Committee – Mayor Dietch
- Downtown Vision Advisory Committee – discussed under item 9I

Mayor Dietch appointed Nirit Tayas-Zamir to the Sustainability and Resiliency Committee. Commissioner Paul made a motion to approve. Commissioner Karukin seconded the motion and all voted in favor.

B. Beach Renourishment Project Update – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo provided an update on the project.

The following members of the public spoke on the item:
Jennifer Rotker

Commissioner Karukin spoke on the project and addressed some of the residents' concerns.

C. Florida Friendly Landscape - Guillermo Olmedillo, Town Manager
Town Manager Olmedillo presented the item.

The consensus among the Town Commission was to bring back a proposed ordinance and to include the financial component.

Minor modifications were suggested by Commissioner Paul.

D. Annual Performance Evaluation – Guillermo Olmedillo, Town Manager
– Mayor Daniel Dietch

Mayor Dietch requested the item be deferred until they have a full commission present.

Commissioner Karukin made the motion to defer the item to the next meeting, motion received a second by Commissioner Paul. Motion carried with a 3-0 vote with Vice Mayor Gielchinsky and Commissioner Cohen absent.

E. Town Hall Meeting Recap – Mayor Daniel Dietch

Mayor Dietch presented the item to the Town Commission.

Consensus was to direct the Town Manager to post and distribute the Mayor's Town Hall Meeting Recap on the Town's Website and via the Town e-notification system.

F. Commissioner Presentations – Mayor Daniel Dietch

Mayor Dietch presented the item to the Town Commission.

Commissioner Karukin did not agree fully with the item and stated that at times they cannot prepare a presentation in advance.

Continued discussion took place among the Town Commission and their stance and flexibility on this item in having their presentations in advance. He also believes that the Town Commission should have full flexibility to present in order to convince the Members of the Town Commission to vote one way or the other.

Commissioner Paul gave her opinion and stated that she also believes that the presentations are for the benefit of the public as well as the Town Commission.

Majority opinion was that there should not be a policy created for this item.

There was no motion or direction to staff during this item.

G. Artificial Grass – Mayor Daniel Dietch

Mayor Dietch presented the item to the Town Commission.

The following members of the public spoke on the item:

Diana Gonzalez

Yolanda Gonzalez

Eliana Salzhauer

Ellen Abramson

George Kousoulas

After some discussion this item did not move forward and Mayor Dietch encouraged Commissioner Paul to bring a new discussion item that will address compliance of residents currently in violation of the code.

H. Funding Request for The Rotary Club of Bal Harbour – Mayor Daniel Dietch

Mayor Dietch presented the item to the Town Commission.

Commissioner Paul asked if this is a one-time deal.

Mayor Dietch responded that they may choose to request again in upcoming years.

Commissioner Paul stated she is ok with a one-time deal.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Paul. The motion carried 3-0 with Vice Mayor Gielchinsky and Commissioner Cohen absent.

The following members of the public spoke on the item:

Sasha Plutno

Commissioner Karukin made a motion to extend the meeting not to exceed three hours. Commissioner Paul seconded the motion, and all voted in favor.

I. Downtown Vision Advisory Committee Appointments – Guillermo Olmedillo, Town Manager [Item linked to item 9A]

Town Manager Guillermo introduced the item.

Commissioner Paul requested to bring this item back when they have more applicants and asked what outreach was done to let the public know.

The following members of the public spoke on this item:

Eliana Salzhauer
Ellen Abramson
Sheryl Goldberg spoke on behalf of Tricia Fowley.

Elliot Kulas
George Kousoulas
Marianne Meisheid
Diana Gonzalez

The Town Commission made a request to bring back a resolution addressing membership as a charter amendment.

After a lengthy discussion, passing the gavel Mayor Dietch made a motion to appoint Fred Lansman, George Kousoulas, Marianne Meisheid, Asmaa Benkirane, Sean Grenald, Elliot Kulas and Sandra Olive to the Downtown Vision Advisory Committee. The motion received a second from Commissioner Karukin. Motion carried 2-1 with Commissioner Paul voting in opposition and Vice Mayor Gielchinsky and Commissioner Cohen absent.

J. Prohibit Hotels in H40 zoning district south of 93rd Street within the Moderate High-Density Residential area of the Future Land use map

– Commissioner Michael Karukin

Commissioner Karukin presented the item to the Town Commission.

The following members of the public spoke on the item:

Sasha Plutno

Elianna Salzheuer

Marc Levinson

Sheryl Goldberg

Ellen Abramson

Alex Tachmes representing Fort Partners.

George Kousoulas

Jeffrey Platt

Commissioner Karukin made a motion to direct staff to prepare an ordinance for consideration that restricts hotel projects in the H40 zoning district south of 93rd street within the moderate high-density residential area. Commissioner Paul seconded the motion and all voted in favor.

K. Miami Dade County Fire Chief Retirement Recognition – Mayor Daniel Dietch

Commissioner Karukin made a motion to approve a Key to the Town to recognize Miami Dade Fire Chief Dave Downey. Motion received a second from Commissioner Paul. The motion carried 3-0 with Vice Mayor Gielchinsky and Commissioner Cohen absent.

10. Adjournment

There being no further business, Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Paul. The meeting adjourned at 11:20 pm.

Respectfully submitted,

Accepted this _____ day of _____, 2019.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT

MARCH 12, 2019

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. SEE CLICK FIX REPORT – Attachment “A”
- II. SOCIAL MEDIA (NEXTDOOR) REPORT – Attachment “B”
- III. DEVELOPMENT APPLICATION PROCESS (2009 – PRESENT) – Attachment “C”
- IV. DEVELOPMENT APPLICATIONS STATUS

A. 8851 Harding – The applicant has submitted plans for an 18 unit development. The DIC meeting was held on March 26, 2018. The DRG meeting was held on November 29, 2018. The Planning and Zoning Board meeting was held on January 31, 2019 and the board recommended approval to the Town Commission. The application will be scheduled for an upcoming Town Commission meeting.

B. 8995 Collins – A site plan was submitted on May 19, 2017. Three DRG meetings were held on June 19, 2017, August 24, 2017, and September 28, 2017. The DIC meeting was held on November 16, 2017. The application was heard at the February 22, 2018 Planning and Zoning Board meeting where it was deferred. Since, it has been deferred five times for different reasons, such as, revision of the traffic analysis, lack of quorum, and the applicant's request for a deferral. The application will be scheduled for a Town Commission meeting, once the Planning and Zoning Board issues its recommendation.

C. 9300 Collins – A site plan was submitted on May 31, 2018 for a 207 room hotel development. The plans were reviewed by staff and a DRG meeting was held on June 27, 2018. The applicant has submitted revisions and a second DRG meeting was held on August 30, 2018. The applicant resubmitted the plans on October 23, 2018 and a final DRG met on November 1, 2018. The Planning and Zoning Board heard this application on November 29, 2018 and recommended approval with conditions. The Town Commission approved the project at the Special Town Commission meeting held on February 26, 2019.

V. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of February 28, 2019, the total number of active, open cases being managed is 237; of these cases, 118 cases are still under investigation and are working towards compliance; 2 cases are on-hold; 25 are in the Special Master hearing queue; 13 cases are in post-Special Magistrate action status; 5 cases have pending liens, and 74 cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

B. Collected Civil Penalty Fines: Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is abated, then the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and ruling on the fine amount due.

The following is a summary by fiscal year of the fine amounts collected:

- FY 18/19: Through February 28, 2019, 48 cases have paid/settled for a total collection of \$8,346
- FY 17/18: 92 cases have paid/settled for a total collection of \$29,576
- FY 16/17: 117 cases have paid/settled for a total collection of \$40,842
- FY 15/16: 152 cases paid/settled for a total of \$137,282

Finance Department

Monthly Budget to Actual Summary as of January 31, 2019 – Attachment "D"

Police Department

A. February 2019 Enforcement Statistics (February 1 - February 26, 2019):

- Traffic Citations – 274
- Parking Citations – 503
- Arrests – 11
- Dispatch Events – 1,310
- Incident/Crime Reports- 74
- Suspicious Person Checks - 23

- B.** *Special directed Patrol/Burglary Details have been conducted in the residential neighborhood which include enforcement of suspicious vehicles and persons and community and public engagement.*

C. Traffic Mitigation Program Status Report

Public safety is the number one priority for the Town of Surfside. Along with public safety, quality of life is a focus of the Town. One element that impacts both public safety and quality of life is traffic. Traffic has increased significantly in recent years on Collins Avenue and Harding Avenue regionally as well as locally in Surfside. These roadways are major north/south thoroughfares for vehicles to avoid I-95 and Biscayne Boulevard traffic congestion. Lane closures at developments in Surfside and neighboring jurisdictions add to this traffic overcrowding. Drivers have learned they can avoid the backup on Collins Avenue and Harding Avenue by traveling west into the residential neighborhoods. There are no sidewalks in the single-family home areas of Surfside and with many families and children who play, walk and bike on the streets, traffic mitigation strategies are continuous for the Town Commission and Staff in our goal to keep Surfside safe and enjoyable. In order to accomplish our goals Staff works in partnership with the State of Florida Department of Transportation and Miami-Dade County authorities who have jurisdiction over the roads in Surfside. The following chart illustrates and tracks the progress of this ongoing effort.

#	TIMEFRAME	INITIATIVES	STATUS	UPDATE(S)
Short Term (0 – 6 months)				
1.		New Speed Bumps	Re-Opened November 2018	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue • 9500 block of Byron Avenue (second speed bump) <p>November/December 2018: new speed bump location in the 9400 block of Abbott Avenue being evaluated.</p> <p>The location of the speed bump was determined and installation scheduled for February 2019.</p> <p><u>During February 2019, new speed bumps were installed at the following locations:</u></p> <ul style="list-style-type: none"> • <u>9300 block of Abbott Avenue</u> • <u>9400 block of Abbott Avenue</u> • <u>9500 block of Carlyle Avenue</u>



2.		Loop Detector Installation	In progress	<p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of</p>
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				<p>Construction Engineering, Robert McSweeney, provided an analysis of the two bids received for the Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon review, they found the bid is complete and appropriate for the proposed work. In keeping with the Town to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents and is in the best interest of the Town, they recommend that the Town of Surfside award the contract for the referenced project to Under Power Corp.</p> <p>At the June 12th, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p> <p>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</p> <p>Permit No. 2018006371 – Harding Av & 88 St Permit No. 2018006374- Harding Ave & 93 St Permit No. 2018006373 – Harding Ave & 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</p>
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				<p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA. On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</p> <p>For Harding Avenue and 95th Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88th Street, 93rd Street, and 94th Street. Revised plans for Harding Avenue and 95th Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p> <p>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018 and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</p> <p>Loop Detector installation work began the week of 12-17-2018 and FDOT advised that the contractor has a 90-day window to complete the work. Traffic advisories were emailed to residents and posted on the Town website regarding the construction</p>
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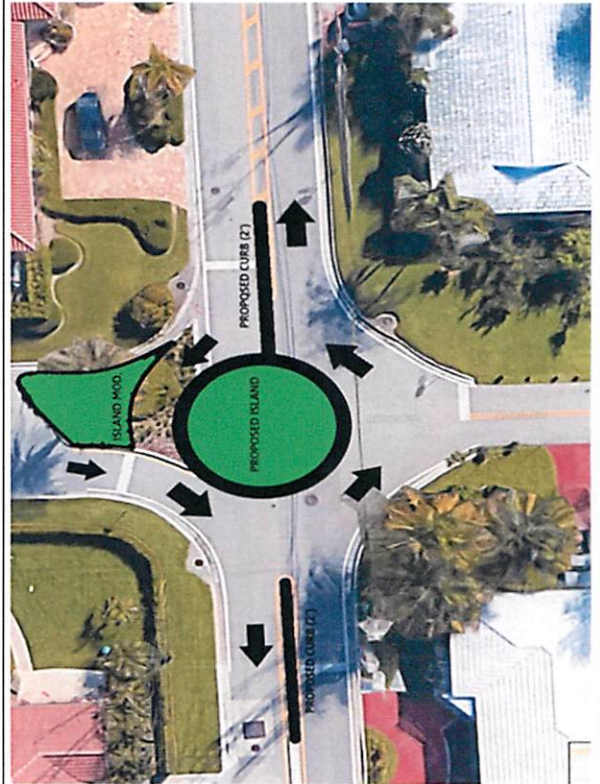
				<p>work and anticipated lane closures on Harding Avenue.</p> <p>FDOT halted the installation to obtain additional permits. They were not able to perform directional drilling at the intersections. FDOT and the Town have a scheduled meeting on Thursday 01-31-2019 to discuss the new project timeline.</p> <p><u>As of February 2019, due to unforeseen field conditions encountered by Contractor, loop detection project construction drawings are being revised. The revised drawings will be submitted to FDOT for re-permitting since the changes require trenching of roadway. Engineer of Record is currently working on construction drawings for re-submittal.</u></p>
3.		Install a crosswalk at 90 th Street & Harding Avenue (north side)	Open	<p>FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.</p> <p>The 200 block of 90th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90th Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90th Street & Collins Avenue for vehicles traveling eastbound in the 200 block of 90th Street.</p> <p>Crosswalk markings (Thermoplastic) installation will be performed in February 2019.</p> <p><u>Crosswalk markings (Thermoplastic) installation was delayed until March 2019 to allow the new pavement to properly cure.</u></p>
4.		Collins Ave and Harding Ave. Request for additional speed limit signs & pavement markings within Town of Surfside. FDOT CTP 2018-03-0031	Open	<p>Per Arturo Patulot, Traffic Operations D6, Florida Dept of Transportation (FDOT) 305-470-5303, arthuro.patulot@dot.state.fl.us:</p> <p>FDOT Traffic Operations office conducted a field review along the subject roadway segment from 88th to 96th streets both NB and SB directions and</p>

				<p>has decided to install five (5) additional posted speed limit signs 30 MPH and three (3) sets of pavement markings 30 MPH for better exposure and driver's compliance at the following locations:</p> <p>Collins Avenue facing Northbound traffic Two (2) additional 30 MPH speed limit signs (Right & Left of roadway) and 30 MPH pavement markings north of 90th Street One (1) additional 30 MPH speed limit sign (Right of roadway) north of 92nd Street Two (2) additional 30 MPH speed limit signs (Right & Left of roadway) north of 94th Street</p> <p>Harding Avenue facing Southbound traffic 30 MPH pavement markings for the three lanes across from existing speed limit sign south of 96th Street</p> <p>30 MPH pavement markings for the three lanes across from existing speed limit signs south of 92nd Street</p> <p>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</p> <p>FDOT was notified by email for an update on the status and Public Works is awaiting their response.</p>
5.		Evaluate Sidewalk Options	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
6.		<p>95th Street & Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95th Street (eastbound), right turn lane added.</p>	Closed	<p>On 04-27-2017, the traffic lanes in the 200 block of 95th Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p>

				<p>As of 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
7.		New Stop Signs at all intersections west of Harding Avenue	Closed	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west) <p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90th Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p> 

8.		New Stop Bar Reflectors	Closed	<p>New Stop Bar Reflectors Installed</p> <p>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor will be replacing the non-operational reflectors under warranty.</p> <p>Public Works ordered 24 new reflectors that will be installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions) • Yellow reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers. <p>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar Reflectors were installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions) • Reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.
9.		Revisit Street Closure <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Closed	Town Commission approved a motion against revisiting this item.
10.		New Street Closure Byron Avenue (northbound) at 88 th Street	Closed	<p>Requires study, Miami-Dade County and Miami Beach approval.</p> <p>On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88th Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p>

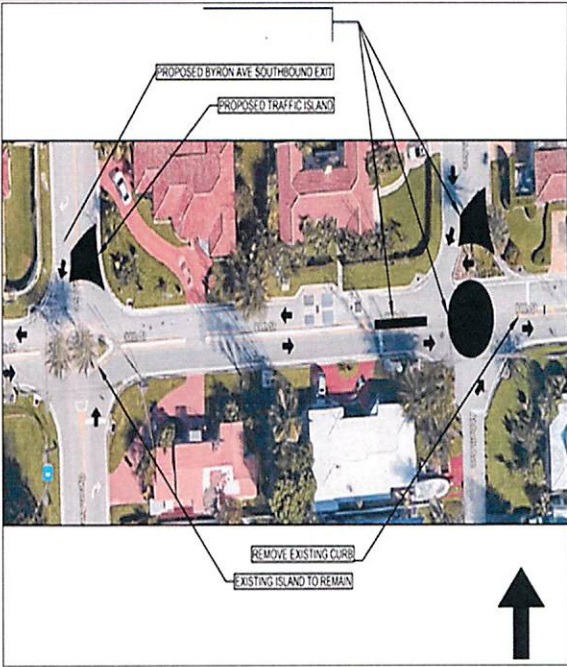
The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.




Public Works completed the installation of the pictured vehicular traffic pattern at 88th Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.

The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.

At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88th Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88th Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88th Street will prevent vehicles from traveling north on those avenues from 88th Street.

				 <p>Public Works has begun work on the new traffic mitigation design on 88th Street & Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</p>
11.		Install a centerline curb on 95 th Street between Abbott and Byron Avenues ○	Closed	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
12.		Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	Closed	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
13.		Create Vehicular Circulation Plans for New Construction Projects Minimize lane closures	Closed	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
14.		Install traffic light at 96 th Street & Abbott Avenue	Closed	Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic


		Eliminate left hand turn at 96 th Street & Byron Avenue		<p>in the east bound direction made congestion worse on 96th Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins.</p> <p>FDOT will not eliminate the left turn at 96 Street & Byron Avenue.</p>
15.		<p>Send demand letters to mapping companies</p> <ul style="list-style-type: none"> ○ Waze – Free Community-based GPS, Maps & Traffic Navigation App 	Closed	The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.
16.		On-Street Parking Reconfiguration - 200 block of 90 th Street	Closed	<p>On Monday 10-08-18, Public Works advised that the 200 block of 90th Street On-Street Parking Reconfiguration would begin in October 2018, with Police/Parking Officers blocking off the street to complete the stripping. Stripping Reconfiguration diagram below.</p>  <p>On Monday 10-29-18, the striping and reconfiguration was completed.</p>
Intermediate Term (7-18 months)				
1.		<p>Design 91st Street Improvements</p> <ul style="list-style-type: none"> ○ Sidewalk, landscaping and buried utilities 	Open	Awaiting the study of walkability by FIU.
2.		<p>Create One-Way Streets</p> <p>88th, 89th, 90th and 91st Street between Collins & Harding Avenues</p>	Closed	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p>


				<p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p>The new streetscape testing was initiated December 14, 2017. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13th, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA compliance in the pedestrian lanes and to acquire more data on traffic counts.</p> <p>A One-Way Streets Town Hall Meeting was held on March 28th, 2018. Notifications for the March 28th One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> • Publicly Noticed Meetings and Agenda Packets (Town Commission & Planning & Zoning) • Letter mailed to residences on 89th and 90th streets for first meeting held in July (similar to planning & zoning notices) • Door hangers to residences on 89th and 90th streets • Posted notice at Publix and Starbucks • Multiple e-blasts • Website notices on the calendar and town news • Included in multiple gazette newsletters • Channel 93 • Nextdoor postings on the Town's page
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				<ul style="list-style-type: none"> • Delivery of meeting notices to residences on 89th and 90th streets for second meeting held in March • Surveys on Nextdoor and SurveyMonkey <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10th, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89th Street and 90th Street.</p> <p>On April 16th, 2018, Public Works returned the traffic pattern on 89th Street and 90th Street to two-way traffic west of Harding Avenue.</p>
3.		Road closure of 95 th Street and Abbott Avenue	Closed	<p>On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</p> <p>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</p> <p>This item has been deferred due to the impact of closing the 95th Street would generate.</p>
Long Term (19+ months)				
1.		Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.

#	PARKING / TAXIS	STATUS	UPDATE
1.	The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents.	Closed	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017 • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project

	The total number of single parking spaces added is now 12.		<ul style="list-style-type: none"> • 100 block of 92nd Street (4 spaces) effective 06-01-2017 • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone. <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017
2.	Taxi Cab Stands added and changed	Closed	<ul style="list-style-type: none"> • The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles. • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand. • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue. <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street and Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the</p>

			hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.
3.	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	Closed	The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.
4.	Ride Share Pick-up & Drop Off	Closed	<p>Background: There has been a proliferation of citizens utilizing Ride Share services such as Uber and Lyft which has impacted the efficient flow of traffic in the Town of Surfside. The operators for these services have been observed picking up and dropping off their customers in the Surfside Business District occupying Town parking spaces and double parking while picking up or dropping off customers.</p> <p>The Surfside Police Department recommends that a 90 day "Town of Surfside Ride Share Pick-Up & Drop-Off Trial Program" be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).</p> 

		<p>Budget Impact: There will be a reduction in the Town Parking revenue stream due to three (3) less parking spaces being available for paid parking. There will be incurred costs for procuring signage and possible repainting of the parking spaces.</p> <p>On 07-20-18 the signs for the Ride Share location were ordered and the expected delivery date is in early August 2018. On 07-26-2018, Captain Bambis and Parking Manager Joseph met with Mr. Javier Correoso (Public Affairs Manager) from Uber ride share regarding the new Pick-up and Drop-off site proposed for the 300 block of 95th Street in Surfside. Mr. Correoso was enthusiastic about the trial program that was discussed with him and he is willing to participate and utilize the location in the Uber application for the Pick-up location. He will be contacted days before going live with the location so that he could initiate the information in the Uber application. Mr. Correoso also provided information for his counterpart at Lyft ride share so we could contact them to have the same information on their Lyft application.</p> <p>Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95th Street was completed:</p> <ul style="list-style-type: none"> • All signs installed (2 signs) • Curb line was painted yellow • Vehicle space lines were painted yellow • UBER Ride Share Company has agreed to add the location to their application 
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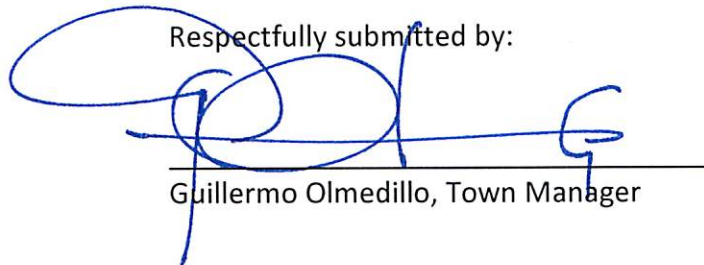
			<p>The Ride Share Pick-up & Drop Off Trial Program concluded on 11-11-18. A Staff Memorandum regarding the program was prepared and submitted by the Police Department which stated that overall impact of the Ride Share Pick-Up & Drop-Off Program has been positive and led to efficiencies of the traffic flow in and around the business district of Surfside. The Police Department recommended that the Ride Share Pick-Up & Drop-Off Program continue as a full-time initiative.</p> <p>The Ride Share Pick-up & Drop-off Program became a permanent on-going program effective November 2018.</p>
5.	Parking Rate Increase for Off-Street Parking (Municipal Parking Lots)	Completed	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> • New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018. • Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations. • Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking. • Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018. • Email notification of the parking rate change was sent out on 07-25-2018. • Notification of the parking rate change was posted on the Town website on 07-25-2018. • On 07-25-2018, the Town website "Parking" section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian).

			New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.
6.	Replacement of No Parking Signs and additional No Parking Signs 9400 block of Abbott Avenue	Closed	<p>Based on Police Department observations the replacement of No Parking Signs that are in poor condition, and additional No Parking Signs will be installed in the 9400 block of Abbott Avenue. Public Works is working in conjunction with the Parking Department to complete this project.</p> <p><u>The signs were received and installed the week of February 25th, 2019.</u></p>

D. Police Events:

- The annual Miami-Dade LEO Awards event was March 2, 2019 at 5:30 p.m. in Doral. The SPD finalists and command staff attended.
- The monthly Bike with the Chief is March 27, 2019 at Town Hall at 5:00 p.m.
- Coffee with the Cops is March 28, 2019 at Starbucks at 10:00 a.m.

Respectfully submitted by:



Guillermo Olmedillo, Town Manager



Town of Surfside, FL

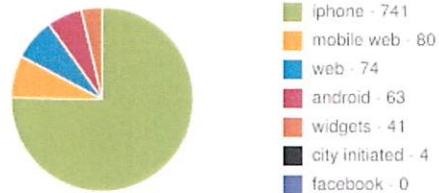
Between Jan 01, 2014 and Feb 26, 2019

1003 requests were opened

981 requests were closed

The average time to close was 26.8 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	221	218	23.9
Beach Issue	168	159	24.2
Code Compliance (Violation)	136	136	30.4
Parking Issue	89	89	3.6
Police (Safety Concern)	74	74	8.6
Code Compliance (Safety Concern)	75	75	36.8
Street lights (PW)	48	45	150.3
Construction Issues	34	33	10.9
Utilities (Water/Sewer) (PW)	31	30	11.3
Drainage/Flooding (PW)	25	22	21.6
Solid Waste (Residential) (PW)	21	20	27.3
Dog Stations (P & R)	15	15	4.7
Barking Dog	12	12	20.0
96 Street Park (P & R)	10	10	3.2
Surfside Dog Park (P & R)	8	8	1.1
Community Center (P & R)	9	8	0.1
Solid Waste (Commercial) (PW)	6	6	8.4
Hawthorne Tot-Lot (P & R)	6	6	39.2
Pothole (PW)	5	5	31.7
Beach Patrol	4	4	3.8
Dead Animal	3	3	21.0
Graffiti (PW)	3	3	25.2
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

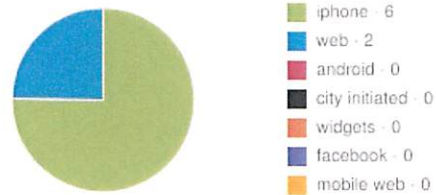
Between Feb 01, 2019 and Feb 26, 2019

8 requests were opened

10 requests were closed

The average time to close was 10.1 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Beach Issue	2	2	13.9
Code Compliance (Safety Concern)	2	2	2.3
Code Compliance (Violation)	1	2	16.3
Other	1	2	14.5
Community Center (P & R)	1	1	0.0
Solid Waste (Residential) (PW)	1	0	0.0
Street lights (PW)	0	1	6.9
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Drainage/Flooding (PW)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Parking Issue	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



MEMORANDUM

To: Guillermo Olmedillo, Town Manager

From: Rachel Pinzur, Public Information Representative

Date: February 27, 2019

Subject: **February Social Media (Nextdoor) Report**

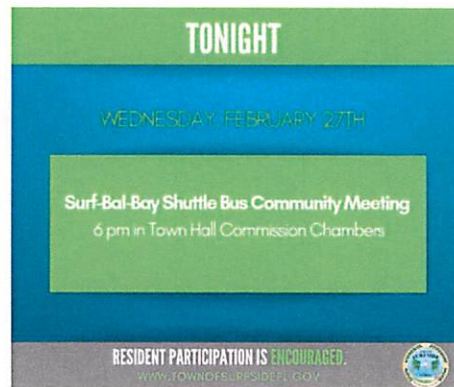
In February, the Town's Public Information Representative (PIR) continued to monitor and post content to Nextdoor in an effort to keep Surfside residents on the platform informed about Town news, special notifications and upcoming events. As part of the Town's communication strategy, the PIR aims to provide residents with helpful and positive information. Nextdoor is only one of several communication channels used to reach residents.

Specifically in February, Nextdoor posts included reminders of community events such as the Beach 5k Run/Walk, the Third Thursdays block party, and Bootcamp and Brews, as well as alerts about community meetings including the Regular Town Commission Meeting, the Administrative Workshop on Zoning Code Feedback, the Beach Renourishment Community Meeting, the Quasi-Judicial Hearing for 9300 Collins Avenue, and the Surf-Bal-Bay Shuttle Bus Community Meeting. Important traffic and water condition alerts were also monitored and disseminated via Nextdoor, including posts about a precautionary water advisory from Miami-Dade Water and Sewer, several lane closures, Community Center slide and pool maintenance, and a burglary situation. Furthermore, the Preferred Communications Survey was announced and promoted, as was the Zoning Code Feedback Survey. Residents were also notified of important updates through the Town website, e-blasts and the Gazette.

Nextdoor provides monthly metrics on the 5th of each month for the previous month to track resident engagement. A summary for February is currently unavailable. However in January, the Town's Public Information Representative posted 21 messages over the course of the month. There are currently a total of 977 verified Surfside residents in the Nextdoor community.

It is important to reiterate the Nextdoor platform is not a replica of the Town's website and Gazette and should not be viewed as such. To that end, information presented on Nextdoor often refers back to the Town's primary communication tools. The Town encourages residents to find information on the Town's website (www.townofsurfsidefl.gov) and/or by contacting the Town directly.

Surf-Bal-Bay Shuttle Bus Community Meeting tonight at 6 pm



The Surf-Bal-Bay Shuttle Bus Community Meeting will take place tonight, Wednesday, February 27, 2019 at 6 pm in the Town Hall Commission Chambers. If you do not have access to your own transportation to attend the meeting, the complimentary Uride Golf Cart Shuttle will be available to provide transportation to residents. To arrange a pick-up, please call 305.424.8679, Ext 5. Please allow at least 30 minutes. The service is available on a limited basis depending on the demand. The golf cart will continue to run from 5 pm to 9 pm that evening..

Bike with the Chief and Coffee with the Cops this week



Bike with the Chief, which is a popular monthly event that provides residents with the unique opportunity to bike alongside Surfside Police Chief Julio Yero, will take place at 3 p.m. tomorrow, Wednesday, February 27th. Riders will meet and set out from the Town Hall parking lot.

On Thursday, February 28th, residents can also join the Surfside Police Department for

Coffee with the Cops. Enjoy a cup of coffee and learn about how the department is working hard to keep residents safe. Coffee with the Cops begins at 10 a.m. at the Starbucks in Surfside.

For more information, please contact Dina Goldstein at (305) 861 - 4862 or dgoldstein@townofsurfsidefl.gov.

Community Center pool facilities closed for maintenance, Feb. 26-28



Please be advised that the Community Center pool, pool decks, and spa will all be closed for annual maintenance starting today, Tuesday, February 26th through Thursday, February 28th. We apologize for any inconvenience this may cause.

For questions or further information, please contact the Community Center at (305) 866 - 3635.

Reminder: Quasi-Judicial Hearing on Tuesday 2/26 and Surf-Bal-Bay Shuttle Bus Community Meeting on Wednesday 2/27



Please be reminded of two meetings taking place this week at Town Hall.

1) Special Town Commission Meeting / Quasi-Judicial Hearing - 9300 Collins Avenue
Tuesday, February 26 at 6 pm in Town Hall Commission Chambers

During the Quasi-Judicial Hearing, the Town Commission will hear from qualifying experts on the proposed 207 room hotel project at 9300 Collins Avenue in order to make a judicial decision about whether or not the proposed plan meets the requirements of the Town Code. In addition, the Town Commission will discuss a resolution for a Closed Captioning system for the Town's public broadcasting channel, Channel 93.

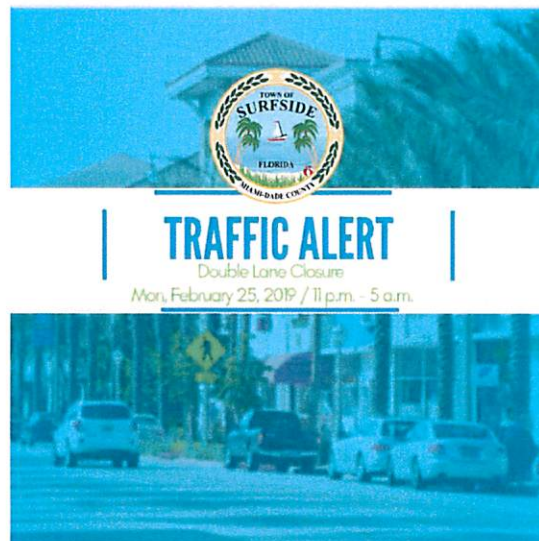
Learn about what a Quasi-Judicial Hearing is in the following link: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/what-is-a-quasi-judicial-hearing .pdf?sfvrsn=3af15d94_4](https://townofsurfsidefl.gov/docs/default-source/default-document-library/what-is-a-quasi-judicial-hearing.pdf?sfvrsn=3af15d94_4)

2) Surf-Bal-Bay Shuttle Bus Community Meeting
Wednesday, February 27 at 6 pm in Town Hall Commission Chambers

This meeting will focus on the Shuttle Bus which services the Surfside, Bal Harbor and Bay Harbour communities, in addition to the current on-board survey project which aims to study the efficiency and ridership of the routes. If you do not have access to your own transportation to attend the meeting, the complimentary Uride Golf Cart Shuttle will be available to provide transportation to residents. To arrange a pick-up, please call 305.424.8679, Ext 7 on the day of the meeting. Please allow at least 30 minutes. The service is available on a limited basis depending on the demand.

Resident participation is encouraged at both meetings.

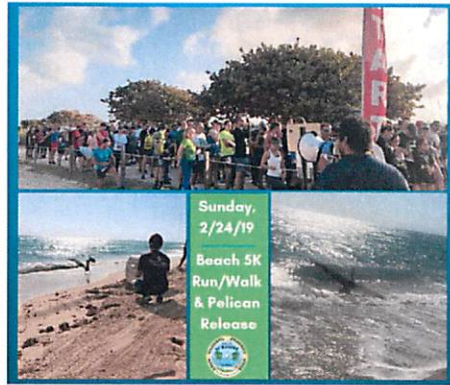
Reminder: Traffic Alert for Double Lane Closure tonight from 11 p.m. - 5 a.m.



Please be reminded that the Florida Department of Transportation (FDOT) has authorized a double lane closure along the 9200 - 9300 block of Collins Avenue (SR A1A North) for tonight, Monday, February 25th 2019 from 11 p.m. to 5 a.m.

Surfside Police Officers will be present on site to assist with traffic control. Please plan your commute accordingly and drive safely. For further information, please contact the Surfside Police Department at (305) 861-4862.

Thank you to all Beach 5k Run/Walk participants and the Pelican Harbor Seabird Station



A special congratulations to all the participants in the Beach 5k Run/Walk this morning in Surfside! We were lucky to have excellent weather for this healthy community event made possible by the Parks and Recreation Department. All participants did a great job.

We'd also like to congratulate and thank the folks from the Pelican Harbor Seabird Station, who through their extensive hard work, released a previously injured pelican back into the wild after having made a full recovery. The release ceremony took place after the 5k Run/Walk. We are honored that the public beach in Surfside was the spot chosen to release the pelican. Attached below are some photos from the pelican release and the 5K Run/Walk.

Good luck to Beach 5k Run/Walk participants this Sunday!

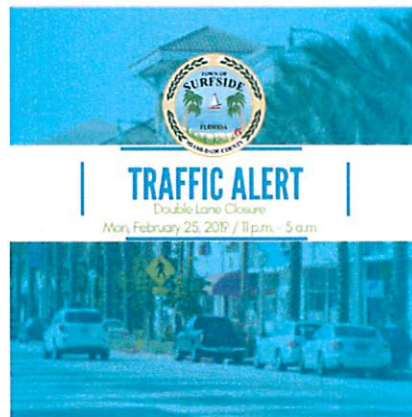


For those of you running or walking in tomorrow's Beach 5k Run/Walk, we'd like to wish you the best of luck.

If you still haven't registered for the event and would like to do so, you're still in time for on-site registration. Refer to this flyer for further registration information: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/5k-run-2019.pdf?sfvrsn=8b55b94_6

Don't forget that after the race there will be an awards ceremony, and immediately after the ceremony there will be a pelican release, made possible by the Pelican Harbor Seabird Station. Stick around to witness a previously injured pelican being released back into the wild after it made a successful full recovery. The release will take place right behind the Community Center on 93rd Street.

Traffic Alert: Double Lane Closure on 2/25



Please be advised that the Florida Department of Transportation (FDOT) has authorized a double lane closure along the 9200 - 9300 block of Collins Avenue (SR A1A North) on Monday, February 25th 2019 from 11 p.m. to 5 a.m.

Surfside Police Officers will be present on site to assist with traffic control. Please plan your commute accordingly and drive safely. For further information, please contact the Surfside Police Department at (305) 861-4862.

Surfside Police Department Community Awareness Message: Burglaries 2019

The Surfside Police Department is investigating three residential burglaries that occurred in the residential neighborhood between January 4th, 2019 and February 20th, 2019. Subject(s) took jewelry and cash from two homes, but nothing was missing from the third home.

- Remember to lock all of your doors.
- Familiarize yourself with your neighbors.

- If you leave on vacation, call the police department to place your house on a watch order and we will check your property daily.
- Activate house alarms and turn on lights at night.
- If you see something, say something.

The Police Department offers free residential security assessments and encourages residents to take advantage of this service.

Please remember to report any suspicious activity to the Surfside Police Department at 305-861-4862.

To view the original flyer, please refer to:
https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-police-department-community-awareness-flyer--burglaries-2019.pdf?sfvrsn=751c5c94_2

Tonight: Third Thursdays block party on 95th Street; Road Closure Notification



Ready for a celebration? Tonight is the return of the Third Thursdays Block Party from 6 p.m. to 9 p.m. on 95th Street between Collins and Harding Avenues.

February's edition will be focusing on "Sweet Sounds and Culinary Delights". That means you can enjoy watching culinary masterpieces during rotating chef demonstrations. The participants will be Chef Michael Bianchi of 5 Senses Catering, Matteo Caboni of Hotel Casa Tua and Tim Andriola of Timo Restaurant and Bar. There will be food from local restaurants available for purchase. Rock band Brothers of Others will also take the stage to provide live music for your night.

Please note: the 200 block of 95th Street between Collins Avenue and Harding Avenue will be closed to all vehicular traffic in order to facilitate the Third Thursdays event. Additionally, the public parking lot on the Northwest corner of 95th Street and Collins Avenue will be closed during this period. Please plan your commute accordingly and drive safely, as traffic delays are likely to occur.

Entry to tonight's Third Thursdays Block Party is free. Third Thursdays is sponsored by the Surfside Tourist Bureau. For more information, please visit: <https://www.visitsurfsidefl.com/events/surfsides-third-thursdays/>.

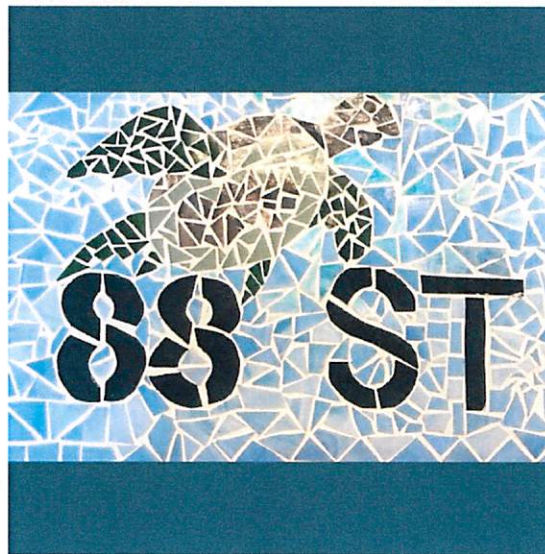
Pelican release will occur after the 5k award ceremony this Sunday, 2/24

The Beach 5k Run/Walk is this Sunday, February 24th at 8 a.m. and when you finish that run, stick around for the award ceremony and another exciting treat - a pelican release! Through the hard work of the Pelican Harbor Seabird Station, one previously injured pelican will be released back into the wild after it successfully made a full recovery. The release will take place right behind the Community Center on 93rd Street. That's quite the way to celebrate a rewarding 5k run!

If you still haven't registered for the 5k Run/Walk and would like to do so, you're still in time. Sign up at www.active.com or refer to the following flyer for registration information:

https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/5k-run-2019.pdf?sfvrsn=8b55b94_6

In process: Installation of mosaic art at Surfside street ends



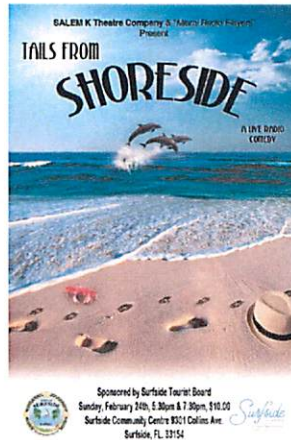
Have you spotted the blue markers at the street ends on the beach hard pack? Those are the future sites of the beautiful mosaic pieces created by talented Ruth K. Broad Bay Harbor art students. The Surfside Public Works Department has been hard at work installing them and will add the vibrant designs to the markers in the coming weeks.

We recently caught up with Maggie Vidal-Santos, the middle school art teacher at Ruth K. Broad, who praised the hard work and creativity displayed by her students as they

designed the colorful artwork. She explained that a group of seven middle schoolers would stay after-school once a week to work on the mosaics, which they decided should be beach-themed and include designs of sea turtles, fish, sunsets, umbrellas and other waterfront scenes relevant to the Town of Surfside. The design and creation process took about a year.

The project was initiated to further beautify our streets, in addition to denote street numbers. We will notify residents as soon as the installation of the mosaics is complete.

Tails of Shoreside returns Sunday, February 24th



It's never a bad idea to put a little humor in your weekend. Tails of Shoreside, a live radio comedy, returns for two performances at the Surfside Community Center this coming Sunday, February 24th. The first performance will take place at 5:30 p.m. and the second will take place at 7:30 p.m. Tickets are \$10 per person.

The production is sponsored by the Surfside Tourism Bureau. For tickets, please call (310) 259 - 9620.

Community Center pool facilities closed for maintenance February 26th - February 28th



Please be advised that the Community Center pool, pool decks, and spa will all be closed for annual maintenance starting next week Tuesday, February 26th through Thursday, February 28th. We apologize for any inconvenience this may cause.

For questions or further information, please contact the Community Center at (305) 866 - 3635.

Third Thursdays Block Party returns this coming week!



If you're making plans for the week ahead, a reminder that the Third Thursdays block party will return on Thursday, February 21st.

The celebration is possible by the Surfside Tourism Bureau and features food, music, entertainment and healthy activities for all ages. February's installment is themed "Sweet Sounds and Culinary Delights." Savor culinary creations by Chef Michael Bianchi of 5 Senses Catering, Chef Matteo Caboni of Hotel Casa Tua, and Chef Tim Andriola of Timo Restaurant and Bar while rocking to the local band, Brothers of Others. The good times will run from 6 p.m. to 9 p.m. and will take place on 95th Street between Collins and Harding Avenues. Third Thursdays are free and open to the public. A limited number of food samples from local restaurants will be available and there will also be food for purchase available.

For more details on the upcoming Third Thursdays Block Party and future events, please visit: <https://www.visitsurfsidefl.com/events/surfsides-third-thursdays/>

Distraction Burglary Notice from Surfside Police Department

Surfsiders, Please be aware of two incidents that took place yesterday and be sure to use extra precaution, as well as report anything suspicious to the Surfside Police Department:

On February 16th, 2019, at approximately 11:30 A.M., a white male and female suspects distracted an elderly victim at the front door of her home which is located on the 9000 block of Hawthorne Avenue. The male suspect posed as a water surveyor who was checking for water leaks in the area. The suspect displayed identification and entered the victim's home to check the plumbing. While inside, the male suspect

distracted the victim while the female suspect made her way towards the bedroom. Once the victim realized what was happening, she immediately asked them to leave. Both suspects left without incident. There were no items reported missing.

At approximately 12:00 P.M., a similar incident occurred on the 9500 block of Byron Avenue. A male suspect knocked on the victim's door identifying himself as a water surveyor. The suspect distracted the victim by giving her instructions to turn on her faucets and test the water while he stood outside. The victim stated that she did not allow the subject inside her house, however she reported that her purse which was inside her home was missing.

Suspect vehicle description: Black Van or SUV.

- DO NOT leave your home unlocked, even if you are home or on your property.
- Immediately report any suspicious person(s) or vehicles in your neighborhood, including solicitors knocking on doors.
- If you leave on vacation, call the police department to request a watch order and officers will check your property daily.
- If you are not sure who is at your door, don't open it! Immediately call police if you have doubts about their legitimacy.

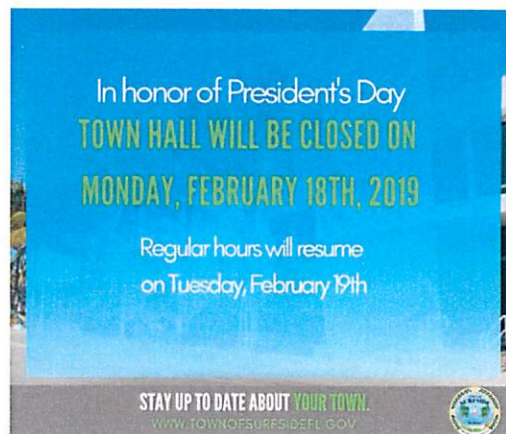
Recap of Mayor's Town Hall Meeting: December 19th, 2018



On Wednesday, December 19th, 2018, Mayor Daniel Dietch held a Town Hall Meeting in the Commission Chambers in order to engage with and learn from residents about community matters that are most important to them. The roundtable discussion resulted in constructive conversations. As follow-up, Mayor Dietch wishes to share a recap, along with background and further explanation under the key topics discussed during the informal meeting.

To view the letter, please refer to the following link:
[https://www.townofsursidefl.gov/docs/default-source/default-document-library/mayor-town-hall-recap-letter-_updateedit-\(2\).pdf?sfvrsn=ea685c94_4](https://www.townofsursidefl.gov/docs/default-source/default-document-library/mayor-town-hall-recap-letter-_updateedit-(2).pdf?sfvrsn=ea685c94_4)

Town Hall will be closed for President's Day this Monday, February 18th



Town Hall will be closed this coming Monday, February 18th in observance of President's Day. We hope you enjoy the holiday weekend, Surfsiders!

Beach Renourishment Community Meeting Overview



Last night, Wednesday, February 13th, a public Beach Renourishment Community Meeting was held in the Town Hall Commission Chambers at 6:00 p.m. The informational meeting was hosted by the U.S. Army Corps of Engineers and Miami-Dade County. The U.S. Army Corps of Engineers shared a presentation and also answered questions from the attendees regarding the renourishment project. Please find the presentation here: https://townofsurfsidefl.gov/docs/default-source/newsletters/miami-dade-county-beach-renourishment-project.pdf?sfvrsn=8cb45c94_4

To watch the meeting in its entirety, please refer to the following video recording: <https://view.earthchannel.com/PlayerController.aspx?&PGD=surfsidefl&eID=397>

Additional information on the Beach Renourishment Project is available at our website: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/02/07/beach-renourishment---surfside-florida>

Family Fun Day is this Sunday, February 17th

A friendly reminder that Family Fun Day is this Sunday, February 17th. Presented by the Surfside Parks and Recreation Department, this spectacular event is a blast for everyone and will take place on 96th Street Park from 1 p.m. to 4 p.m. Families will enjoy food, face painting, arts and crafts, rides, and lots more! The event is free and open to Surfside residents only. For more information, please call (305) 866 - 3635 or refer to the flyer: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/family-fun-day-2019.pdf?sfvrsn=9b55b94_8

The event was originally scheduled for January 27th. However, due to forecasted inclement weather, it was rescheduled to this weekend. We are expecting great times. See you there!

Beach Renourishment Community Meeting starts at 6 p.m. - residents are encouraged to attend

Just a friendly reminder once again that the Beach Renourishment Community meeting will take place this evening at 6 p.m. in the Town Hall Commission Chambers. Residents are encouraged to attend this meeting. To learn more and to find frequently asked questions, visit <https://townofsurfsidefl.gov/news-and-events/news-detail/2019/02/07/beach-renourishment---surfside-florida>.

We will continue to keep residents informed about this project. Thank you.

Mom and Pop Small Business Grant Program (Deadline: February 22, 2019)



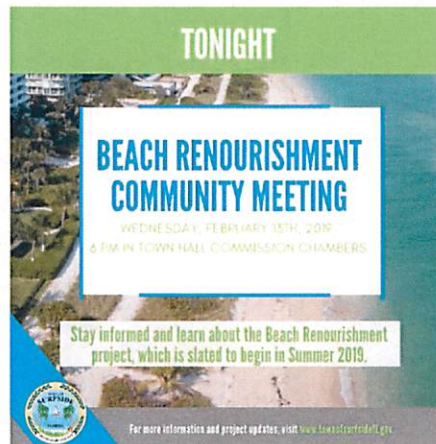
Surfsiders, please be reminded that small business owners in District 4 can apply for up to \$5,000 in grants from the annual Mom and Pop Small Business Grant Program. Applications will be accepted until noon on Friday, February 22, 2019. To apply, please refer to the Small Business Grant Application 2019: <https://www.miamidade.gov/district04/library/mom-pop-application.pdf>

Completed applications can be mailed or hand delivered to:

Commissioner Sally A. Heyman
District 4 Office
1100 NE 163rd Street, #303
North Miami Beach, FL 33152

For more information, please call (305) 787 - 5999 or visit Miami-Dade County's Program Requirements page:
http://www8.miamidade.gov/global/service.page?Mduid_service=ser1471548035447835

Reminder: Beach Renourishment Community Meeting is tonight



Surfsiders, this is a reminder that the Beach Renourishment Community Meeting is tonight, Wednesday, February 13th, at 6 p.m. It will be taking place in the Town Hall Commission Chambers. This meeting is an excellent opportunity to learn about the Surfside beach renourishment project with information available to date.

Please also find more details about the project and frequently asked questions by visiting:

<https://townofsurfsidefl.gov/news-and-events/news-detail/2019/02/07/beach-renourishment---surfside-florida>. We hope to see you tonight!

Have you signed up for the Beach 5k Run/Walk yet?



Don't let the opportunity run away! The 13th annual Beach 5k Run/Walk is on Sunday, February 24th. Make sure to sign up today via www.active.com. Simply type in "Surfside" on the search bar and you'll be able to register for the run. Remember, online registration for adults is \$25 and \$15 for children (ages 14 and under) and ends on Thursday, February 21st.

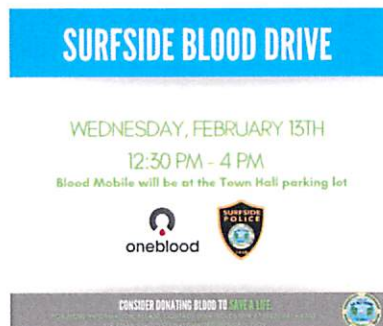
For further information, including packet pick-up and on-site registration options, please refer to the following flyer: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/5k-run-2019.pdf?sfvrsn=8b55b94_6

Last day to participate in Preferred Communications Survey is tomorrow, February 12th



Surfsiders, it is important to us to hear your feedback in terms of how you prefer to receive communication from the Town so we may better serve you and bring you important information in an efficient and timely manner. If you haven't already, please consider taking the Preferred Communications Survey which ends at noon tomorrow, Tuesday, February 12th. A link to the survey is here: <https://www.surveymonkey.com/r/5VCNTYW>

Donate life-saving blood at the Blood Drive on Wednesday, February 13th



The Surfside Police Department and the One Blood Organization have once again joined forces to bring Surfside a Blood Drive. Please consider donating blood to help save a life! The drive will take place on Wednesday, February 13th from 12:30 p.m. to 4

p.m. There will be a Blood Mobile stationed at the Town Hall parking lot.

For further information, please contact Dina Goldstein at (305) 861-4862 or email dgoldstein@townofsurfsidefl.gov.

Beach Renourishment Community Meeting is Wednesday, February 13th



We encourage residents to join us for a Beach Renourishment Community Meeting which will be held this upcoming Wednesday, February 13th, at 6 p.m. The meeting will take place at the Town Hall Commission Chambers and it is a great opportunity to learn about the Surfside beach renourishment project with information available to date.

Please also find more details about the project and frequently asked questions by visiting:

<https://townofsurfsidefl.gov/news-and-events/news-detail/2019/02/07/beach-renourishment---surfside-florida>.

Update on Traffic Alert: Lanes have reopened

Update: The lanes which were previously closed due to a water main break in Bal Harbour have now reopened.

We hope you have a safe and enjoyable weekend.

Main slide at Community Center Pool under maintenance, will reopen Saturday 2/9

Please be advised that the main slide at the Community Center pool is undergoing maintenance and it will reopen tomorrow, Saturday, February 9th at 3 p.m.

We apologize for any inconveniences.

Latest Update on Traffic Alert: Bal Harbour Double Lane Closure

Two lanes are now open at the water main break location in Bal Harbour. Traffic congestion is better but remains significantly backed up eastbound on 96 Street and in Bay Harbor Islands, as well as northbound on Collins Avenue in Surfside. The road repairs are being conducted and it is expected that all three lanes will reopen later tonight.

Once the lanes reopen, we will notify our residents. Please plan your commute accordingly and drive safely.

Fireworks tonight behind Grand Beach Hotel

Please be advised that there will be fireworks from a barge in the ocean (behind the Grand Beach Hotel) around 9:30 p.m. tonight (February 8, 2019). The fireworks will last approximately 30 minutes. This is being sent for information purposes only as this is not a Town sponsored event.

Update on Traffic Alert: Bal Harbour Double Lane Closure

Update: please be advised that the Bal Harbour double lane closure is still in effect. The Surfside Police Department has confirmed that traffic is currently backed up on 96th Street going eastbound into Surfside, as well as northbound on Collins Avenue heading towards Bal Harbour. Lanes are expected to be closed well into the afternoon in order to repair a water line break. Once the lanes reopen, we will notify our residents.

Please plan your commute accordingly and drive safely.

On-Board Shuttle Survey begins today

In coordination with Bal Harbour and Bay Harbor, the Town of Surfside will be conducting a brief survey of the three shuttle routes which service all three areas. The survey aims to examine the efficiency and usership of the routes and will be carried out aboard the shuttles by three Florida International University students starting today, Friday, February 8th through Saturday, March 2nd, 2019.

Two students will be assigned per bus to carry out the survey and record passenger counts. The students will be rotating assignments throughout the survey period. For questions, please contact Assistant Town Manager Duncan Tavares at (305) 993 - 1066 or email dtavares@townofsurfsidefl.gov. Thank you in advance for your participation.

Traffic Alert: Bal Harbour Double Lane Closure

Please be advised that Bal Harbour has a double lane closure at the 9800 block of Collins Avenue. The emergency closure is in the Northbound lanes to repair a water line break. Traffic delays are likely to occur, please plan your commute

routes accordingly and drive safely. Bal Harbour officers are on scene to assist with traffic flow.

Save the date 2/13/19: Beach Renourishment Community Meeting + FAQs



Please be advised that there will be an upcoming Beach Renourishment Community Meeting, scheduled to take place starting at 6 p.m. on Wednesday, February 13 in the Town Hall Commission Chambers. Residents are encouraged to attend this informational public meeting hosted by the U.S. Army Corps of Engineers and Miami-Dade County. A brief presentation will be followed by a question and answer period.

The purpose of the beach renourishment project is to address critical beach erosion, which if left ignored, can have a detrimental impact on coastal infrastructures, wildlife, the economy and tourism. Please join us to learn more.

For your convenience, the Town of Surfside has created a dedicated web page where up-to-the-date information will be made available on the beach renourishment project. The page also includes Frequently Asked Questions and can be found at: <https://townofsurfsidefl.gov/news-and-events/news-detail/2019/02/07/beach-renourishment---surfside-florida>

Reminder: Bootcamp & Brews is tonight!

The time has arrived to get fit...and to sip on local craft brews. The second edition of Bootcamp & Brews is tonight, Thursday, February 7th at the Grand Beach Hotel at 6 p.m.

Presented by the Surfside Tourist Bureau, the one-hour full-body bootcamp will be guided by four instructors: Equinox's Cat Medina, trainer and boxer Cameron Adams, firefighter and ISSA Elite Trainer Lazaro Gonzalez and fitness coach Casey Simmons. After the heart-pumping workout, stick around for tunes by a live DJ and a beer tasting with local craft breweries.

If interested in joining the event tonight, then you're in luck as there are still spots available. Register here:

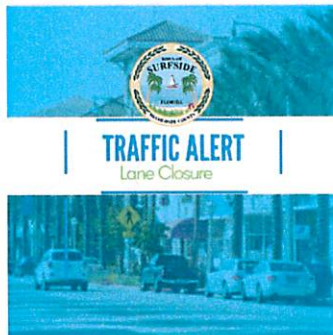
<https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/01/23/01-17-2019--surfside-bootcamp-brews>

Update: Precautionary Water Advisory has been lifted for most areas

The Miami-Dade Water and Sewer Department has lifted the precautionary advisory to avoid recreational water activities which was originally issued Sunday, February 3rd and included the Oleta River State Park, the Haulover Inlet and the intracoastal areas. However, Bal Harbour Beach remains under the advisory and is being monitored by the Florida Department of Health in Miami-Dade County.

We will continue to share updates in regards to the Bal Harbour Beach status. Please refer to the press release by the Miami-Dade Water and Sewer Department for further information: <http://www.miamidade.gov/releases/2019-02-06-wasd-spill-lift.asp>

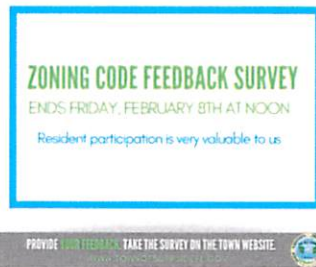
Traffic Alert: Lane Closure



Please be advised that there will be an overnight lane closure in the 300 Block of 95th Street between Abbott Avenue and Harding Avenue taking place tonight, Wednesday, February 6th, from 9:00 p.m. to 5 a.m. The lane closure will only impact the eastbound lanes from Abbott Avenue to Harding Avenue. Additionally, the sidewalk located on the north side of the street in the 200 Block of 95th Street will be closed. The closure is due to roadway and sidewalk repairs. Please plan your commute routes accordingly and drive safely.

The Surfside Police Department will have officers on scene to assist with traffic control. For further information or questions, please contact Dina Goldstein at (305) 861-4862 or email dgoldstein@townofsurfsidefl.gov.

Reminder: Zoning Code Survey ends on Friday, February 8th



A friendly reminder that the period of time to participate in the Zoning Code Feedback Survey ends this Friday, February 8th, at noon. Resident feedback is extremely valuable to us and we encourage participation.

If you have not yet taken the survey, please find instructions at the following link: <https://www.townofsursidefl.gov/news-and-events/news-detail/2019/01/11/surfside-zoning-code-feedback-form>

Celebrate love at the Sweetheart Dance this Friday



Surfsiders, make sure to mark your calendar for this Friday's Sweetheart Dance in celebration of Valentine's Day. The event starts at 6:30 p.m. and runs until 8:30 p.m. in the Community Center. It's free for Surfside residents, and registration is required by this Wednesday, February 6th. For more information on the Sweetheart Dance, please contact the Parks and Recreation Department by calling (305) 866 - 3635 or refer to the attached flyer. Enjoy!

Reminder: Administrative Workshop - Zoning Code Feedback on Tuesday, February 5th at 6 p.m.



As a friendly reminder, the Administrative Workshop - Zoning Code Feedback meeting will take place tomorrow, Tuesday, February 5th at 6 p.m. in the Town Hall Commissioner Chambers. Residents are welcome to attend.

Miami-Dade Water and Sewer issues precautionary water advisory in parts of Northeast Miami-Dade

Good morning, The Miami-Dade Water and Sewer Department has issued a precautionary advisory against recreational water usage in parts of Northeast Miami-Dade. Refer to the enclosed Herald story, published a few minutes ago. As soon as we learn how this impacts Surfside, we will update everyone. Thank you.
<https://www.miamiherald.com/news/local/environment/article225490265.html>

Installation of mosaic art at street ends on the beach hard pack



Thanks to the talented art students from Ruth K. Broad Bay Harbor K8 Center, the Town of Surfside will soon feature beautiful mosaic art at each street end on the beach hard pack. These vibrant mosaics, which display various marine life or tropical themes, will be used to help residents and visitors identify each respective street number. Installation by Public Works begins next week and is expected to take up to two weeks to complete. Please pardon construction during work to further beautify the street ends.

Take Surfside's Preferred Communications Survey



We are always looking for ways to further enhance communication to Surfside residents. That's why we want to hear directly from YOU. Can you please spare a couple minutes to take a brief Preferred Communications Survey? Simply visit: <https://www.surveymonkey.com/r/5VCNTYW>.

We appreciate your participation in advance as your feedback is very valuable to us. The deadline to participate is Tuesday, February 12th at noon. Thank you.

Last updated on 2/25/2019

DEVELOPMENT APPLICATION PROCESS (2009 - PRESENT)										
Application Date	Location	Project Description	Zoning Process			Density/Intensity		Building Permit		
			DRG	P&Z	TC	Allowed	Approved	Application No.	Issuance	Status
12/29/2009	9200 Collins Ave	Surfside Hotel - Proposed surfside hotel consisting of 183 hotel units, 4 stories and adjacent 3 stories garage	1/13/2010, 2/9/2010	2/25/2010	5/10/2011	242 units	175 units	13-377	1/13/2014	Issued
1/6/2010	9580 Abbott Ave	Young Israel - Construction of Jewish orthodox temple containing 371 seats and a minimum building height of 40 feet	1/20/2010, 2/2/2012	3/29/2012	4/10/2012	Negotiated settlement to determine buildable area and setbacks		13-118	5/5/2014	Issued
5/4/2011	9449 & 9418 Collins Ave	Grand Beach-341 room hotel	5/18/2011, 6/15/2011	7/28/2011	9/13/2011	341 units	341 units	12-44	5/5/2012	Issued
7/17/2012	9379, 9365 & 9349 Collins Ave	Chateau Ocean Residences - Demolition of existing 92-room hotel; construction of 90-unit residential condominium building and accessory amenities	8/12/2012, 9/11/2012	12/4/2012	1/24/2013	325 units	85 units (however approximately 58 were built)	14-132	9/24/2014	Issued
Original submittal: 7/13/2012 Site plan amendment: 4/16/16	9011 Collins Ave	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	7/31/2012, 8/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017	Original site plan: 9/27/2012, site plan amendment: 8/31/2017	Original site plan: 10/15/2012, site plan amendment: 10/10/2017	762 units	257 units	13-727	6/27/2014	Issued
7/20/2012	9450 Collins Ave	The Shul - New multiuse glass atrium and joining learning center (3 stories)	2/11/2013, 3/27/2013, 7/9/2013	2/27/2014	10/28/2014	3 story expansion of 8,558.9 square feet		14-509	11/12/2015	Issued
3/15/2015	201, 205, 207, 209 & 215 88th St - 1809 Harding Ave	Surfside Condo's - redevelopment of (7) parcels into single unified condo development	4/2/2015, 6/3/2015	8/27/2015	12/8/2015	65 units	28 units	16-569		Plans approved, waiting on GC
8/12/2015	9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure	9/4/2015, 3/9/2017, 9/17/2017	12/7/2017	2/13/2018	199 units	48 condominium units, 31 hotel rooms			Has not applied for permit yet
Original submittal: 2/11/2016 Revised submittal: 5/31/18	9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 9/28/2018, 11/1/18	Original approval: 7/18/2016, revised approval: 11/29/18	Original approval: 11/10/2016, current site plan has not been approved yet. Scheduled for February 26, 2019	250 units	Request is for 205 units	18-610		Has not applied for permit yet
5/4/2016	8955 Collins Ave	Residential Condominiums	6/20/2016, 7/27/2016	10/27/2016	11/10/2016	110 units	16 units	16-602	12/26/2017	Issued
Oct-16	9116 Harding Ave	303 Surfside - 4 Townhouses	11/12/2016, 3/7/2017, 5/18/2017	6/27/2018	4/14/2018	8 units	4 units			Has not applied for permit yet
5/19/2017	8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building	6/19/2017, 8/24/2017, 9/28/2017	2/23/2018, 4/26/2018, 5/31/2018, no approval yet from PZ, must be heard again by the Board	Not scheduled yet for TC until recommendation from PZ	99 units	Current request has not been scheduled for commission yet. Request is for 55 units			Has not applied for permit yet
Original submittal: 10/26/2017	Abbott Lot	Unsolicited Proposal (P3)								Terminated
Original Submittal: 1/06/2015 Revised submittal: 8/01/2016, 12/23/2016, 03/09/2018, 10/28/2018	8851 Harding Avenue	18 multi-family units	01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018	01/31/19 PZ recommended approval	Not scheduled yet for TC	33 units	Request is for 18 units			Has not applied for permit yet

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2018/2019
As of JANUARY 31, 2019
33% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: March 12, 2019

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 10,275,580	\$16,622,251	62%
EXPENDITURES	3,742,241	\$16,622,251	23%
Net Change in Fund Balance	6,533,339		
Fund Balance-September 30, 2018 (Unaudited)	10,628,234 A		
Fund Balance-January 31, 2019 (Reserves)	<u>\$ 17,161,573</u>		
TOURIST RESORT FUND - 102			
REVENUE	\$ 588,181	\$2,940,500	20%
EXPENDITURES	862,510	\$2,940,500	29%
Net Change in Fund Balance	(274,329)		
Fund Balance-September 30, 2018 (Unaudited)	305,877		
Fund Balance-January 31, 2019 (Reserves)	<u>\$ 31,548</u>		
POLICE FORFEITURE FUND - 105			
REVENUE	\$ -	\$113,800	0%
EXPENDITURES	9,590	\$113,800	8%
Net Change in Fund Balance	\$ (9,590)		
Fund Balance-September 30, 2018 (Unaudited)	159,527		
Fund Balance-January 31, 2019 (Reserves)	<u>\$ 149,937</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ 16,787	\$231,262	7%
EXPENDITURES	71,140	\$231,262	31%
Net Change in Fund Balance	(54,353)		
Fund Balance-September 30, 2018 (Unaudited)	247,445		
Fund Balance-January 31, 2019 (Reserves)	<u>\$ 193,092</u>		
BUILDING FUND - 150			
REVENUE	\$ 292,627	\$1,427,535	20%
EXPENDITURES	323,887	\$1,427,535	23%
Net Change in Fund Balance	(31,260)		
Fund Balance-September 30, 2018 (Unaudited)	2,825,208		
Fund Balance-January 31, 2019 (Reserves)	<u>\$ 2,793,948</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ 277,896	\$1,470,000	19%
EXPENDITURES	21,752	\$1,470,000	1%
Net Change in Fund Balance	256,144		
Fund Balance-September 30, 2018 (Unaudited)	2,158,902		
Fund Balance-January 31, 2019 (Reserves)	<u>\$ 2,415,046</u>		

NOTES:

* Many revenues for January 2019 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$8,628,234 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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WATER & SEWER FUND - 401

REVENUE	\$ 813,666	\$3,807,941	21%
EXPENDITURES	707,505	\$3,807,941	19%
Change in Net Position	106,161		
Unrestricted Net Position-September 30, 2018 (Unaudited)	(1,705,883)		
Unrestricted Net Position-January 31, 2019 (Reserves)	<u>\$ (1,599,722) B</u>		

MUNICIPAL PARKING FUND - 402

REVENUE	\$ 517,507	\$1,219,000	42%
EXPENDITURES	286,951	\$1,219,000	24%
Change in Net Position	230,556		
Unrestricted Net Position-September 30, 2018 (Unaudited)	1,024,087		
Unrestricted Net Position-January 31, 2019 (Reserves)	<u>\$ 1,254,643</u>		

SOLID WASTE FUND - 403

REVENUE	\$ 655,143	\$1,910,182	34%
EXPENDITURES	509,715	\$1,910,182	27%
Change in Net Position	145,428		
Unrestricted Net Position-September 30, 2018 (Unaudited)	641,977		
Unrestricted Net Position-January 31, 2019 (Reserves)	<u>\$ 787,405</u>		

STORMWATER FUND - 404

REVENUE	\$ 117,682	\$753,064	16%
EXPENDITURES	96,504	\$753,064	13%
Change in Net Position	21,178		
Unrestricted Net Position-September 30, 2018 (Unaudited)	3,487,252		
Unrestricted Net Position-January 31, 2019 (Reserves)	<u>\$ 3,508,430</u>		

FLEET MANAGEMENT FUND - 501

REVENUE	\$ 391,016	\$1,237,057	32%
EXPENDITURES	280,688	\$1,237,057	23%
Change in Net Position	110,328		
Unrestricted Net Position-September 30, 2018 (Unaudited)	0		
Unrestricted Net Position-January 31, 2019 (Reserves)	<u>\$ 110,328</u>		

NOTES:(con't)

- B. The Unrestricted Net Position of (\$1,599,722) reflects an improvement over the September 30, 2017, Unrestricted Net Position deficit of (\$3,048,579). The FY2018 estimated net improvement to Unrestricted Net Position was \$1,342,696.



Christopher Wallace, Interim Finance Director



Guillermo Olmedillo, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2015 - January 2019

FUND	9/30/2015	9/30/2016	9/30/2017	9/30/2018	1/31/2019	CAGR ^(a)
General	\$ 5,905,726	\$ 7,368,408	\$ 8,460,802	\$ 10,628,234	\$ 17,161,573	21.6%
Tourist Resort	339,396	363,407	469,880	305,877	31,548	-3.4%
Police Forfeiture	113,431	141,755	164,933	159,527	149,937	12.0%
Transportation Surtax	440,662	354,264	388,363	247,445	193,092	-17.5%
Building	-	-	1,742,910	2,825,208	2,793,948	27.3%
Capital Projects	182,903	1,154,352	576,122	2,158,902	2,415,046	127.7%
Water & Sewer	(2,705,871)	(2,827,890)	(3,048,579)	(1,705,883)	(1,599,722)	-14.3%
Municipal Parking	1,089,165	1,111,941	811,013	1,024,087	1,254,643	-2.0%
Solid Waste	340,391	245,941	429,743	641,977	787,405	23.6%
Stormwater	4,051,768	3,392,370	3,264,379	3,487,252	3,508,430	-4.9%
Fleet Management	-	-	-	-	110,328	N/A
Total	\$ 9,757,571	\$ 11,304,548	\$ 13,259,566	\$ 19,772,626	\$ 26,806,228	28.7%

(a) - CAGR stands for Compound Average Growth Rate, and is a useful measure of growth over multiple time periods. It represents the growth rate of a Fund Balance from the initial time value to the ending balance if you assume that the fund has been compounding over a time period.



TOWN OF SURFSIDE
Office of the Town Attorney
 MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009
 Telephone (305) 993-1065

TO: Town Commission

FROM: Lillian M. Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: March 5, 2019

SUBJECT: Office of the Town Attorney Report for March 12, 2019

This Office attended/prepared and/or rendered advice for the following Public Meetings and Commission meetings:

February 12, 2019 - Regular Town Commission Meeting

February 26, 2019 - Special Town Commission Meeting
 Quasi-Judicial Hearing 9300 Collins Avenue

February 28, 2019 - Planning & Zoning Board Meeting

Members of the firm drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents. In addition, orientation binders and meetings were conducted with new members of the Sustainability and & Resiliency Committee and orientation sessions were commenced with members of the newly reestablished Downtown Vision Advisory Committee.

Commission support:

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we continue our second year of service and work in transitioning the office, fine-tune schedules, evaluate and adjust prior practices. Transitions are always challenging, but often a time to make improvements or adjustments which will improve quality and service.

Staff support:

Members of the firm have met with and provided extensive support to staff, boards and committees with application review, contract and agreement review, negotiation and preparation, unsolicited proposals for public-private partnership (P3) process and Statute. procurement and purchasing (including staff workshop on FY 2018/19 Projects/Initiatives and Procurement Review), Request for Proposals for Community Center Food Concession and Marketing Services for the Tourist Bureau, various agreements for the Tourist Bureau, IT related agreements, bid documents for traffic improvements, code enforcement and interpretation, attendance at Code Enforcement Hearings, building permit and enforcement issues, subpoenas, public records requests, research, document review, legal review of various issues, oversight and case management for litigation, and Town Code interpretation and application.

Key issues:

The workload has been diverse and has included specific issue support to every department. Key issues have included:

- Negotiation and document drafting for several interlocal issues
- Various development and quasi-judicial applications
- Agreement for Interim Finance Director Services
- Unsolicited Proposals (P3) – Abbott Lot and Town Hall Site
- Code of Ethics and Lobbying Code
- Roof Height Ordinance
- Freeboard Ordinance

- Sign Code Amendment Ordinance
- Various Urging Resolutions
- Amendments to the Town's Purchasing Code and Cone of Silence
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations
- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit
- Beach Furniture Ordinance and Regulations
- Comprehensive Plan Amendments
- Parking Waiver Ordinance for Business District
- Solid Waste Service Assessment Ordinance
- PACE District Agreements
- Debris Collection and Disposal Agreements
- Aggregation of Single Family Lots Ordinance

- DIC/DRG/DRB Procedures Ordinance
- Building Length Ordinance & Grandfathering Amendments
- Beach Re-nourishment
- Recycling Agreement
- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations
- Ordinance Amending Plastic Straw Ban Ordinance
- Ordinance Corner Lot Fencing
- Ordinance Amending Ethics Code to Require Disclosure of Business Relationships
- Florida Friendly Landscape and Fertilizer Ordinance
- Ordinance on Hotels in H40 District

Litigation: No new matters or updates to report at this time.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County. Matters which we will continue to work on, some of which you may anticipate in the upcoming months, include issues related to beach re-nourishment, Florida Friendly Landscape and Fertilizer Ordinance, legislative priorities for the upcoming Florida Legislative Session, police forfeiture matters, conceptual parking strategies, sustainability initiatives and legislation, enforcement of beach furniture regulations and policies, various procurements, and enhancements to the Town's Ethics Code requiring disclosure of business relationships and application thereof.



Town of Surfside

PARKS & RECREATION COMMITTEE MEETING

MINUTES

January 28, 2019 – 7:00 p.m.

Surfside Community Center
9301 Collins Avenue, Surfside, FL 33154

1. Call to Order/Roll Call

The meeting was called to order by Chair Logan at 7:00 p.m.

The following were present:

Chair Retta Logan
Vice Chair Eliana Salzhauer
Committee Member Louisa Agresti
Committee Member Shlomo Danzinger

Absent

Committee Member Zoya P. Javier

Also present:

Tim Milian, Parks and Recreation Director
Frantza Duval, Recording Clerk
Commissioner Tina Paul arrived at 7:19 pm *

2. Agenda and Order of Business

Committee Member Agresti made a motion to add two items to the agenda regarding upcoming projects and program updates. The motion received a second from Committee Member Danzinger and all voted in favor.

3. Approval of Minutes: December 17, 2018

Committee Member Danzinger made a motion to approve the minutes. The motion was seconded by Vice Chair Salzhauer and all voted in favor.

4. Confirmation on 2019 Committee Meeting Dates

Parks and Recreation Director Milian announced that the February 2019 normally scheduled meeting has been moved to February 25 and the October 21, 2019 regularly scheduled meeting has been moved to October 28, 2019.

5. Pool/Community Center Annual Maintenance 2019

Parks and Recreation Director Milian announced that every year the pool closes for maintenance and the it will be closed on February 26 – 28, 2019. They are also looking to make some repairs on the pool tot lot as well.

6. Epi Pen

Parks and Recreation Director Milian stated that he spoke to the legal team and that they will have to create guidelines and regulation. Once they have prepared that, it will be presented to the board for their review

7. 96th Street Park Renovation

Parks and Recreation Director Milian stated that during the December meeting, there was a motion requesting Commissioner Paul for her to inquire on this item. Commissioner Paul spoke to the Town Manager. There are currently 775,000 budgeted for this project. After some discussion, Vice Chair Salzhauer made a motion to get pricing and funding to add a building, possibly two stories and up to 4,000 sq. ft. on 96th Street Park. The motion received a second from Committee Member Agresti and all voted in favor.

*Commissioner Paul arrived at 7:19 pm.

Parks and Recreation Director Milian brought Commissioner Paul up to date on the item.

Commissioner Paul gave an update on 96th Street Park and believes that Tourist Board should help with the renovations. She also spoke briefly regarding artificial turf and how there is no scientific research that supports it and she is not in favor of it.

8. Tennis Center Renovation – New item (added and discussed under item 2)

Parks and Recreation Director Milian stated that the Tennis courts have been renovated and the recommendation to keep them the way they should be, they must be resurfaced every couple of years. The Parks and Recreation Department has the dollars budgeted for this year. He is going through the process and will make a recommendation soon. He believes to begin the project around the month of May.

9. Family Fun Day – New item (added and discussed under item 2)

Parks and Recreation Director Milian stated that due to weather projections, the Family Fun day has been rescheduled for February 7, 2019 at the same time.

10. Public Comments (3-minute time limit per speaker)

Casie Woods from 9480 Byron Avenue wanted to learn more about the 96th Street park. Vice Chair Salzhauer gave a summary of the committee's plans.


Conversation took place of the possibilities of changing the park's entrance once the park is renovated.

11. Adjournment

Vice Chair Salzhauer made a motion to adjourn the meeting at 7:40 p.m. The motion received a second from Committee Member Louisa Agresti and all voted in favor.

Respectfully submitted:

Accepted this 25 day of February, 2019


Retta Logan, Chair

Attest:


Sandra Novoa, MMC
Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
MINUTES**

January 31, 2019

Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

The Planning & Zoning Board meeting was called to order by Chair Lindsay Lecour at 6:03 p.m.

Present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Marina Gershanovich and Board Member Jorge Garcia.

Absent: Board Member Peter Glynn, Board Member Brian Roller and Vice Mayor Gilchensky.

Also present were Town Manager Guillermo Olmedillo, Sarah Sinatra Gould, Town Planner, Town Attorney Lilian Arango, and Rosendo Prieto, Building Official.

2. Town Commission Liaison Report – Vice Mayor Gielchinsky

3. Approval of Minutes – November 29, 2018

Motion to approve the November 29, 2018 minutes as written made by Vice Chair Judith Frankel and seconded by Board Member Jorge Garcia. Motion carried with a 4-0 vote.

Board Member Rochel Kramer arrived shortly after roll call.

4. Applications:

A. 225 95th Street - The applicant is requesting one (1) illuminated wall sign for the Chai Wok business.

Chair Lindsay Lecour read the item into the record.

Sarah Sinatra Gould, Town Planner, introduced the item and stated that the applicant is requesting one (1) illuminated wall sign for the Chai Wok business and they are proposing a channel letter sign.

Staff recommends approval with the conditions that the proposed sign be offset from the wall a minimum of 2 inches to permit rain water and that the wall face be painted and conditioned as necessary.

Motion to approve as recommended made by Vice Chair Judith Frankel and seconded by Board Member Jorge Garcia. Motion carried with a 4-0 vote.

B. 9588 Harding Avenue - The applicant is requesting one (1) illuminated wall sign and logo for the BD Design business.

Chair Lindsay Lecour read the item into the record.

Town Planner Sinatra introduced the item and stated that the applicant is requesting one (1) illuminated reverse letter wall sign and logo for the business. Staff stated that they have reviewed the application and they meet the code requirements with the conditions that they will paint and condition the face as necessary and remove the word platinum dealer and change it to a push through to meet the requirements.

Applicant Sandra Abreu brought the correction requested and gave to the Town Planner.

Motion to approve as recommended with staff conditions made by Board Member Rochel Kramer and seconded by Vice Chair Judith Frankel. Motion carried with a 5-0 vote.

C. 9049 Carlyle Avenue - The applicant is requesting to substantially renovate an existing house and add a rear addition with a partial second floor.

Town Planner Sinatra introduced the item and stated that the applicant is requesting to substantially renovate an existing house and add a rear addition with a partial second floor. One of the requirements was for the applicant to send proof of notification in the form of letters to the neighbors, which they did.

Staff recommends approval with the following conditions: An 18-foot x 18-foot driveway, within 30 days of the approval of the building permit and approval of the FFE, will need to be verified and approved by the Building Official and removal of the front gate and fence along the front elevation.

Chair Lindsay Lecour opened the floor to public participation.

Orlando Castro, Architect, for the project spoke on this item.
Julian Cruz representing applicant spoke on this item.

Vice Chair Judith Frankel asked Mr. Castro regarding the ventilation of the project and in the event of a hurricane.

Mr. Castro answered Vice Chair Frankel's question.

Chair Lindsay Lecour asked Sarah Sinatra Gould, Town Planner regarding the 50% requirement and Sarah Sinatra Gould, Town Planner answered her question.

Discussion continued among the Board, the applicant, architect and Town Planner Sinatra regarding the requirement and meeting code.

Chair Lindsay Lecour requested to come back next month to make sure they meet the requirement and the interpretation.

Town Manager Guillermo Olmedillo advised the Chair that they have an option to defer the item.

Chair Lindsay Lecour asked regarding the fence/gate and would like that removed and does not add to the façade.

Chair Lindsay Lecour requested the Building Official to come next month to explain the requirements and recommendations to the Board.

Diana Gonzalez, Surfside resident, spoke on the item.

Motion to approve as recommended with staff changes and additional conditions deleting the entire length of the front gate within 30 days of the date of this motion made by Vice Chair Judith Frankel and seconded by Board Member Jorge Garcia. Motion carried with a 5-0 vote.

D. 1116 88th Street - The applicant is requesting to renovate an existing house and add additional square footage on both the first and second floors of the house.

Town Planner Sinatra introduced the item and stated that the applicant is requesting to renovate an existing house and add additional square footage on both the first and second floors of the house.

Staff recommends approval with the conditions of the applicant to replace light fixtures of the gate and fence to meet code requirements height of 4 feet, swapping of hedges for fence and removal of vehicular fence.

Marc Compton representing the applicant, spoke on this item and showed a rendering of the property.

Albert Rodriguez representing the applicant, spoke on this item and answered question from the Board regarding fencing, design, hedging and landscaping.

Chair Lindsay Lecour closed the floor to public participation.

Motion to approve as recommended made by Board Member Brian Roller and seconded by Board Member Peter Glynn. Motion carried with a 5-0 vote.

Board Member Brian Roller entered at 6:51 p.m.

E. 8927 Byron Avenue - The applicant is requesting to demolish a portion of the existing house and substantially renovate and add additional square footage.

Town Planner Sinatra introduced the item and stated that the applicant is requesting to demolish a portion of the existing house and substantially renovate and add additional square footage.

Celia Fonte spoke on this item.

Douglas West spoke on this item.

Staff recommends approval with the following conditions: At time of building permit, the crown of road spot elevation needs to be verified on the property survey; at

time of building permit, the FFE will need to be verified and approved by the Building Official; the applicant must verify that there will be no net loss of wall openings on the north side of the structure; the flat roof must be approved by the Planning & Zoning Board and provide landscaping in front of the front façade..

Motion to approve as recommended made by Vice Chair Judith Frankel and seconded by Board Member Brian Roller. Motion carried with a 6-0 vote.

5. Quasi-Judicial Items:

Please be advised that the following items on the agenda are quasi-judicial in nature. If you wish to object or comment upon an item, please complete a Public Speaker's Card indicating the agenda item number on which you would like to comment. You must be sworn in before addressing the Board and you may be subject to cross-examination. If you refuse to submit to cross-examination, the Board will not consider your comments in its final deliberation. Please also disclose any ex-parte communications you may have had with any Board member. Board members must also do the same.

Chair Lindsay Lecour read the quasi-judicial statement into the record.

Town Attorney Arango asked Recording Clerk Duval if she complied with the advertising requirements on this item.

Recording Clerk Duval responded affirmatively.

Town Attorney Arango asked if anyone on the board has had any ex-parte communications either with the applicant or objector, or anyone for or against this matter.

All Board members responded no to the Town Attorney's question.

Town Attorney asked anyone who will be speaking on this item to please stand and raise their right hand and take the oath.

Recording Clerk Duval read the oath to testify truthfully for those standing to swear and affirm to.

A. 8851 Harding Avenue - 18 Unit Multifamily Building, Site Plan & Loading Space Size Variance

Recording Clerk Duval read the item into the record.

Recording Clerk Duval polled the Board and swore in the speakers.

Town Planner Sinatra presented the item to the Members of the Planning and Zoning Board.

Staff recommended approval with recommendations to the Town Commission. Additional conditions of flipping fence with shrubs were added.

Architect Juan David spoke on this item.

There was discussion among applicant and the Board regarding garbage pickup, semi-trucks and moving trucks.

Motion to approve as recommended made by Board Member Brian Roller and seconded by Board Member Jorge Garcia. Motion carried with a 5-0 vote.

6. Discussion Items:

A. Freeboard and Height Discussion

Town Planner Sinatra gave a presentation on the item and sea level rise specifically with freeboard and how they measure.

Chair Lecour recommended having a brief discussion and moving forward for Board Member Peter Glynn to give his opinion during a different meeting since he was not present.

Chair Lecour asked what the exact measurement would the finished floor have to be and Town Planner Sinatra stated 10 feet but she would defer it to the Building Official and have him come back with more information at the next meeting.

Chair Lecour asked Town Planner Sinatra to lay out the path for a referendum if in fact that would be the course of action that will need to be taken.

B. Future Agenda Items

Chair Lecour requested the Building Official attend the next Planning and Zoning Meeting to explain how he did the 50% calculation on 9049 Carlyle Avenue.

Chair Lecour also requested to poll the voluntary project proffers, and can they collect data from past few years of quasi-judicial and bring to the Board.

Discussion on impact fee took place among Sarah Sinatra Gould, Town Planner and the Board.

Discussion on ride sharing services in the Town took place among staff and the Board and will be made part of the parking study.

C. Planning and Zoning Board Liaison to the Sustainability and Resiliency Committee - Verbal

Town Clerk's Office to send time and date for Resiliency Meeting to the Planning & Zoning Board.

7. Adjournment


There being no further business to discuss before the Planning & Zoning Board, Board Member Brian Roller made a motion to adjourn the meeting at 8:09 p.m.

Respectfully submitted,

Accepted this 28th day of February, 2019.


Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk

Application By Not-For-Profit Charitable Organization For Contributions (Financial or In-Kind Assistance) From The Town of Surfside

Legal Name of Applicant: Pelican Harbor Seabird Station

Year Established in Florida: 1980

Business Address: 1279 NE 79th Street Causeway Miami, FL 33138

Business Phone Number: (305) 762-7633

Contact Name and Phone Number: Teresa Kowall (305) 762-7633

Contact email address: teresa@pelicanharbor.org

Business Website URL: <https://pelicanharbor.org>

Describe the services you will provide to the Town of Surfside Residents or Businesses with the assistance you will receive from the Town:

We have several levels of sponsorship available that offer great benefits to your community such as:

- Your municipality name & logo on all marketing materials, providing promotion in the community to our mailing list of over 10,000 recipients
- Tickets for your guests to the event where they will enjoy an evening of great food, music, entertainment and our popular silent auction
- Tickets to our VIP Champagne Reception before the main event
- A unique commemorative artwork (for some sponsorship levels)
- **As an additional benefit for municipal sponsors ONLY, we are also offering a free public bird release in your community! We recently hosted one in Miami Beach that was very well received by the public and was covered by several news outlets.**

What assistance do you need from the Town:

In past years the Town of Surfside has supported this event with a \$1,000 sponsorship. We are hoping that the Town will once again be a sponsor for our 2019 Pelican Party 40th Anniversary Gala at this level or higher.

Who will be the person in your organization accountable for the assistance the Town provides your organization: Teresa Kowall, Operations Coordinator
teresa@pelicanharbor.org
 (305) 762-7633

How will you measure and report to the Town how well the assistance was used by your organization:

We will be acknowledging our sponsors in all printed marketing materials, across social media platforms, and at the event. We are expecting approximately 300 attendees at the event and will also follow up with the Town after the event on patients received from Surfside in order to coordinate a public bird release for the community.

If you have provided the intended services to other communities or organizations, please briefly describe them below or attach them to this application:

There are several other municipalities that support this event through sponsorships including Miami Beach, North Bay Village, and Bay Harbor Islands, as well as many more.

If you are not awarded the assistance you are requesting, what do you think it will mean to the community and the Town:

This event is our largest fundraiser of the year and accounts for almost 20% of our annual operating budget. We depend on philanthropic community partners to continue our important work with Florida wildlife.

Please detail any known relationship (familial, business, friendship, etc.), no matter how distant, that your organization has with any elected official or employee of the Town of Surfside:

Our only relationship with the Town of Surfside is as a neighbor and community partner. There are no known relationships to elected officials or staff of the Town with our Staff.

- **Documents to be submitted with applications from not-for-profit organizations:**
 - State of Florida Certificate of Status, Non-Profit Corporation
 - IRS Ruling or Determination Letter of your charitable status
 - Your most recent annual information return (Form 990 or 990-EZ) or a determination letter stating your organization is exempt from the annual return requirement
 - A letter from the applicant that is signed by an individual authorized to make the request of the Town stating that the application has been authorized by the organization



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248367572
May 10, 2013 LTR 4168C E0
59-2137331 000000 00

00029049

BODC: TE

PELICAN HARBOR SEABIRD STATION INC
1279 N E 79TH STREET CAUSEWAY
MIAMI FL 33138-4206



008664

Employer Identification Number: 59-2137331
Person to Contact: Ms. Mueller
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 01, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248367572
May 10, 2013 LTR 4168C E0
59-2137331 000000 00
00029050

PELICAN HARBOR SEABIRD STATION INC
1279 N E 79TH STREET CAUSEWAY
MIAMI FL 33138-4206

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,

Richard McKee

Richard McKee, Department Manager
Accounts Management Operations

State of Florida

Department of State

I certify from the records of this office that PELICAN HARBOR SEABIRD STATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 29, 1981.

The document number of this corporation is 758194.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 21, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of January,
2019*



A. I. S.

Secretary of State

Tracking Number: 2551535063CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Pelican Party Sponsorship Request

Christopher Boykin <christopher@pelicanharbor.org>

Wed 2/20/2019 12:37 PM

To: Tina Paul <tpaul@townofsurfsidefl.gov>;

 1 attachment

Pelican Party Sponsor Packet.pdf;

Hi Commissioner Paul,

We are celebrating our 40th Anniversary this year at Pelican Party on April 13th. I'm hoping the Town of Surfside will consider supporting our work with injured native wildlife again this year. In 2018 we treated 1,447 patients of 112 species.

If Surfside is able to support us again this year, we would be very grateful and would of course do a pelican release at Earth Day, do a pelican release at your 5k run this Sunday as several staff/volunteers are doing the race. We can also do a educational tabling event at your Earth Day and other community events to help educate your residents and children about threats to seabirds and native wildlife.

Thanks for your consideration.

Christopher Boykin
Executive Director
Pelican Harbor Seabird Station
1279 NE 79th Street Causeway
Miami, FL 33138

[2017 Annual Report](#) | 305.762.7633 | PelicanHarbor.org

PELICAN HARBOR SEABIRD STATION PRESENTS ...

Pelican Party

APRIL 13, 2019

MIAMI SHORES COUNTRY CLUB



CELEBRATING 40 YEARS

of Serving Native Florida Wildlife

SPONSORSHIP OPPORTUNITIES

Brown Pelican
PELICANUS FUSCUS.



Our Mission

Pelican Harbor Seabird Station is dedicated to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds and other native wildlife; and the preservation and protection of these species through educational and scientific means.

Our Story

In 1980, Harry and Darlene Kelton began caring for injured brown pelicans in a small shed in the Pelican Harbor marina. Today, PHSS is the only fully operational wildlife hospital within Miami-Dade County. It has grown from a single volunteer to a staff of 10 that is supported by more than 50 weekly volunteers and interns.

PHSS is a non-profit 501(c)(3) charity that operates solely on donations. We are grateful for the support of the Miami-Dade Parks Department for the land lease and water use that make our facility possible. But our operating budget is dependent on the generosity of organizations, businesses, and individuals ... like you.

Our Patients

PHSS has treated more than 31,000 wildlife patients of 200+ native species since our inception in 1980. As the population of Miami has grown, so has the need for our services, as more and more native wildlife patients are treated each year. In 2018, we treated 1,332 patients of 112 different native species.



THE ANNUAL PELICAN PARTY FUNDRAISER



The Pelican Party is our largest, most successful annual fundraising event. Each year, approximately 300 supporters, including elected officials, philanthropists, and diverse members of the community come together to celebrate and support PHSS. This year, festivities will include a celebration of our 40 years of service to native wildlife and the community!



Benefits to Sponsors

- Reach over 35,000 potential customers in target demographic area through event marketing and advertising.
- Achieve brand exposure at an appealing and well-attended community event.
- Enhance your reputation as outstanding corporate citizens through affiliation with a beloved charitable cause.
- Attend the event to enjoy elegant food, an open bar, music, and our fantastic silent auction.

Reach & Attendee Demographics

- PHSS has 15,000 Facebook followers, 1,600 Instagram followers, and 435 Twitter followers.
- Our mailing lists (both email and postal mail) reach over 16,000 local supporters.
- Pelican Party attendees are community-oriented, civic-minded, and well-connected individuals and families from throughout South Florida.

Fundraising Goal

Our fundraising goal for this year's Pelican Party and 40th Year Anniversary is \$150,000. This would amount to roughly 25% of our annual operating budget!

Pelican Party 2019

CELEBRATING 40 YEARS
of Serving Native Florida Wildlife

SPONSORSHIP OPPORTUNITIES

Presenting Sponsor: *Brown Pelican*

\$25,000

- 12 event tickets for you and your guests
- VIP table
- Verbal recognition at event
- Corporate logo and company name on print invitation
- Corporate logo and company name on banners and slideshow at event
- Corporate logo and company name on PHSS website
- Special social media thanks before and after event
- 12 tickets to pre-event Champagne Reception
- Unique commemorative artwork



Pelican Harbor
SEABIRD STATION

Pelican Party 2019

CELEBRATING 40 YEARS
of Serving Native Florida Wildlife

SPONSORSHIP OPPORTUNITIES

Roseate Spoonbill \$10,000

- 10 event tickets for you and your guests
- VIP table
- Corporate logo and company name on print invitation
- Corporate logo and company name on banners and slideshow at event
- Corporate logo and company name on PHSS website
- Special social media thanks before and after event
- 10 tickets to pre-event Champagne Reception
- Commemorative artwork



Yellow-crowned Night Heron \$5,000

- 8 event tickets for you and your guests
- VIP table
- Corporate logo and company name on print invitation
- Corporate logo and company name on banners and slideshow at event
- Corporate logo and company name on PHSS website
- Special thanks on social media before and after event
- 8 tickets to pre-event Champagne Reception
- Commemorative artwork



Pelican Party 2019

CELEBRATING 40 YEARS
of Serving Native Florida Wildlife

SPONSORSHIP OPPORTUNITIES

Magnificent Frigatebird \$2,500

- 6 event tickets for you and your guests
- VIP table seating
- Corporate logo and company name on print invitation
- Corporate logo and company name on banners and slideshow at event
- Corporate logo and company name on PHSS website
- Special thanks on social media before and after event
- 2 tickets to pre-event Champagne Reception



White Ibis (Minimum Corporate Sponsor Level) \$1,000

- 4 event tickets for you and your guests
- Corporate logo and company name on banners and slideshow at event
- Corporate logo and company name on PHSS website
- Special thanks on social media after event
- 2 tickets to pre-event Champagne Reception



Sanderling (Individual Friends of PHHS Sponsor Level) \$500

- 2 event tickets
- Name on banner slideshow at event
- Name on website
- Special thanks on social media after event
- Sponsor's pin



Pelican Harbor
SEABIRD STATION

Pelican Party 2019

CELEBRATING 40 YEARS
of Serving Native Florida Wildlife

Bird illustrations provided courtesy of the John James Audubon Center at Mill Grove in Audubon, Pennsylvania, and the Montgomery County Audubon Collection.



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN

REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for: Proclamation ____ Certificate ____ Key X Brick ____ (check one)

Date of Request: February 16, 2019

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9393 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305 861-4863 / ddietch@townofsurfsidefl.gov

Name of Individual / Organization to be honored:
Dave Downey, Miami-Dade County Fire Rescue Chief

Title for Proclamation or Certificate:

Date of Recognition: April 9, 2019

Reason for Recognition (*Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation*):

Document is to be:

- Presented at a Commission Meeting in April / 2019 (month / year)
- Presented at the following event (Please attach event information to the request form)
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation ____ Certificate ____ Key ____ Coin ____

Approved: Yes ____ No ____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____



MEMORANDUM

ITEM NO. 3G

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: March 12, 2019

Subject: Tennis Center Court Resurfacing

The Parks and Recreation Department completed full renovations of the tennis center in February of 2014. Included in the renovations was the renovation of the three hard tennis courts. Due to usage and wear and tear of the tennis courts, recommendation of Tennis Court resurfacing is suggested approximately every 3 – 5 years.

The Tennis Center is host to many users and gets thorough use at the facility. This usage includes the Parks and Recreation's Department youth and adult tennis program. We have recently closed on the fifth year of usage at the facility. Preventative upkeep of the facility is imperative to help eliminate any long-term issues and assist with preserving the long-term investment and quality of the facility.

The Town solicited three quotes for the services. All of the vendors scope of work is competitive and indicate the necessary work to be completed.

- 1) Fast-Dry Courts - \$12,500
- 2) Sport Court South Florida - \$13,550
- 3) Larry Beck Sport Surfaces - \$15,764.50

Tennis Court resurfacing will take approximately five to seven business days once the work begins. Proper notices and advertisement will be distributed and posted. This time frame is crucial not only for the completion of the work, but the time frame for the work to cure correctly.

Staff request Commission approval of the resolution authorizing the contract for the Tennis Court Resurfacing in the amount of \$12,500 budgeted in Parks and Recreation for Fiscal Year 2109.

Reviewed by: SW/TM

Prepared by: CM/SW

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROPOSAL OF FAST-DRY COURTS, INC. FOR TENNIS COURT RESURFACING AT THE SURFSIDE TENNIS CENTER; APPROVING THE PROPOSAL AND CONTRACT IN SUBSTANTIALLY THE FORM ATTACHED AS EXHIBIT “A”; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE CONTRACT WITH ANY CHANGES OR ADDENDUM AS REQUIRED BY THE TOWN ATTORNEY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE CONTRACT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) solicited three quotes from vendors for resurfacing of the asphalt tennis courts at the Surfside Tennis Center System, as required for maintenance and preventive upkeep of the facility (“Work”); and

WHEREAS, Fast-Dry Courts, Inc. (“Contractor”) submitted the proposal attached hereto as Exhibit “A” (“Proposal”) for the Work in the amount of \$12,500.00, and the Town Commission, upon recommendation of staff, wishes to select the Proposal of Contractor as the lowest, responsive and responsible bid for the Work; and

WHEREAS, Contractor has agreed to perform the Work upon the terms and conditions set forth in the Proposal and Contract attached hereto as Exhibit A”; and

WHEREAS, the Town wishes to approve the Proposal and Contract and authorize the Town Manager to enter into same, in substantially the form attached as Exhibit “A”, subject to any changes or addendum as required by the Town Attorney, and finds that the Work is necessary for the proper maintenance and preventive upkeep of the facility.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Proposal and Contract for the Work, substantially in the form attached hereto as Exhibit “A”, is approved, subject to such changes or Addendum as may be required or acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Manager is authorized to execute the Proposal and Contract on behalf of the Town.

Section 3. Implementation. The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend the amount of \$12,500.00 for the Work.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this ____ day of March, 2019.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



December 10, 2018

Tim Milian
Town of Surfside – Surfside Tennis Center
9301 Collins Avenue
Surfside, Florida 33154

Telephone: 305-866-3635
E-mail: tmilian@townofsurfsidefl.gov

Dear Tim:

I have attached our proposal to resurface three asphalt tennis courts at Surfside Tennis Center as per our May quote. The total contract amount is **\$12,500.00**. Please refer to the attached pages for all specific details.

Upon receipt of the accepted contract and deposit, we will place your work into our schedule. Be sure to initial each page where indicated, add or correct the Project Owner/Location/Billing information on the first page, and **confirm any color choices** at the signature page.

If you have any further questions please contact (954) 979-3111.

Sincerely,
FAST-DRY COURTS, INC.

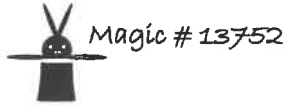
JEFFREY MCCLURE
Sales

/ka

Construction
Resurfacing



Maintenance
Supplies



December 10, 2018

TENNIS COURT RESURFACE CONTRACT FOR TOWN OF SURFSIDE

GENERAL CONDITIONS

a. Confidentiality: This bid is being submitted to the Owner, hereinafter named, as a confidential bid for Owner's exclusive use and information. This bid contains confidential information that may be detrimental to Fast-Dry Courts, Inc. if the contents herein are disclosed to its competitors.

b. Scope & Owner: FAST-DRY COURTS, INC., hereinafter called "Contractor," offers to resurface three (3) all weather tennis court for:

Project Owner: Town of Surfside, hereinafter called "Owner"

Project Owner Contact: Tim Milian

Project Owner Address: 9301 Collins Avenue, Surfside, Florida 33154

Project Owner Telephone: 305-866-3635

Project Owner Email: tmilian@townofsurfsidefl.gov

c. Project Location: Fast-Dry Courts, Inc. will complete the above referenced project at the following location:

Project Address: Surfside Tennis Center, 9301 Collins Avenue, Surfside, Florida 33154

Project Address Telephone: 305-866-3635

d. Project Billing/Invoicing Location: Fast-Dry Courts, Inc., will forward all progress invoices for payment for the above referenced project to the following location:

Billing Address:

Billing Contact Name:

Billing Telephone:

Billing Fax:

Billing Email:

e. Standards: The Contractor shall perform all work in a thorough, workmanlike manner and conform to standards for Florida hard court construction as prescribed by the American Sports Builders Association and the United States Tennis Association. All labor shall be non-Union.

f. Building Permits: Although permits are normally not needed for resurfacing and maintenance, if Owner's community requires any permitting, the Contractor shall obtain and **Owner shall pay** for the building permits, licenses or similar fees, and inspection fees.

g. Site Facilities/Owner Responsibilities:

(1) The **Owner** shall provide and maintain reasonable access to the court(s); a stable access road +/- ten feet wide for trucks and equipment to courtside, an area adjacent to the site for storage and preparation of materials; and adequate water outlets within one hundred feet of the work area.

Initial _____

(2) Landscaping, Furniture & Equipment: The Owner shall be responsible for all landscaping, grass, and shrubs outside the court perimeter to be lower than the court surface to aid in proper water drainage from the court. Owner shall cut away/prune all roots outside court area and shall clean all debris from the court perimeter prior to Contractor's proposed work herein. Any portable court furniture or equipment shall be removed and secured by Owner prior to Contractor's commencement.

(3) Sprinkling Systems: The Owner shall keep all sprinkler systems that may cause water to fall upon the tennis courts off during the resurfacing work and for a minimum of one day after completion. Any water damage to newly applied coatings shall be repaired at Owner's additional expense. Watering systems typically will stain or discolor the court surfaces they are allowed to spray.

(4) The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations, i.e. damage to sod/landscaping, sprinkler lines, pavements, etc.

h. Materials: The Contractor shall use acrylic surfacing materials. Upon completion of the resurfacing work there may be visible traces of "squeegee shadowing". This is a natural occurrence and one that will blend in over a period of time. This does not have any negative effect on the court or its playability.

i. Insurance: The Contractor shall maintain reasonable insurance coverage including Workers' Compensation, comprehensive liability and property damage insurance.

j. Guarantee: The Contractor warrants all tennis court work done under this contract against defective materials and workmanship for **a period of three (3) years** from date of completion. This guarantee excludes normal wear and tear, physical abuse or neglect and any other conditions beyond the Contractor's control, **such as sub base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, rust spots caused by iron particles in the asphalt or sand, etc.** Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soft soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon Owner's failure to adhere and comply with the payment schedule outlined below.

I have read the guarantee and exclusions (please initial) _____

k. Cleanup: The Contractor shall at all times keep the premises clean and free of accumulated waste materials and rubbish caused by the operations. At the final completion of the work, all wastes and debris shall be removed from the site.

l. Contract Price and Payment Schedule: The **Owner** agrees to pay the contract price of **\$12,500.00** in progress payments, as follows:

Initial deposit of \$6,250.00 is due upon execution of the contract. **Accepted contract and initial deposit must be received before work can be put into Contractor's schedule.**

\$3,125.00 is due on or before commencement of work or material delivery.

Balance of \$3,125.00 is due upon application of playing lines and completion of the work under this contract.

All payments shall be made in U. S. Dollars.

All options and/or change orders shall be billed separately under their own payment schedules.

All Change Orders will be signed by both parties before changes can be made.

All materials, either installed or stored on site shall remain the property of the Contractor until paid for in full by the Owner.

Any past due amounts shall be subject to an interest charge of 1-1/2% per month

Initial _____

The Owner agrees that if he fails to make payments to the Contractor as herein provided, the Contractor shall cease work until such payment is made, and for the remainder of the job the Contractor shall require payment in advance for all work performed.

Any non-compliance with the terms of payment shall void the guarantee herein.

m. Successors: The terms and conditions contained herein shall apply to and bind the heirs, successors, executors and administrators of the parties.

n. Attorney's Fees and Costs: In the event of any dispute, litigation, or enforcement action arising out of or related to this Agreement or the project, the prevailing party shall be entitled to recover its attorneys' fees and costs, including those incurred during litigation, mediation, trial, any appeals(s), and any post-judgment collection proceedings.

o. Notice and Opportunity to Cure: In the event that the **Owner** discovers any default by Fast-Dry of its work or its obligations under this Agreement, the **Owner** shall serve Fast-Dry with written notice of such default(s), specifically identifying the defaults, and then Fast-Dry shall be provided with a reasonable period of time within which to cure its default(s), taking into consideration the particular activities and time required to cure the default(s). In the event that Fast-Dry commences to cure its default(s) within a reasonable period of time following notice and continues its activities to cure its default(s) in a reasonable manner, the **Owner** shall not be entitled to take any adverse action (such as withholding payment, terminating the contract, or ordering them off the job) against Fast-Dry during the time of their curing activities. In the event that Fast-Dry fails to cure its default(s) within a reasonable period of time following receipt of the written notice of default, then **Owner** shall then be entitled to terminate the contract and take what other legal rights it may have against Fast-Dry as a result of the default(s).

p. Payment of Undisputed Funds: The **Owner** must pay Fast-Dry all undisputed amounts when due and may only withhold payment for specific items of work that Fast-Dry has not actually performed or for items of defective work that Fast-Dry has failed to correct in accordance with the Notice and Opportunity to Cure provision."

p. Period of Acceptance: This quotation expires thirty (30) days from date unless otherwise extended or terminated in writing by Contractor

q. Construction Scheduling: All work proposed herein will be tentatively scheduled once a signed contract and deposit check are received. The actual start date will be determined by permit issuance, availability of materials, current work load, rain delays, and when future commitments are considered.

r. Project photos: The Owner agrees and acknowledges that Fast-Dry Courts, Inc. may take photographs of the project before, during and after completion. The Owner agrees to allow Fast-Dry Courts, Inc. to use any project photos taken for advertisements, award applications and other promotional purposes.

SPECIFICATIONS

a. Work Standards: All of the following court reconditioning shall take place only inside the fence line of three (3) asphalt tennis courts in one battery measuring 155' x 120'.

b. Court Preparation: Remove all loose dirt, mildew, oil spots, and foreign matter from the court area. Pressure clean surfaces as needed.

Initial _____

c. **Patching:** Patch all birdbaths holding water deeper than 1/8" one hour after flooding. If the court area does not have a minimum slope of one inch in ten feet in one plane, the Contractor cannot guarantee the removal of water. *Birdbaths* are defined as any areas where standing water more than 1/8" remains after drainage of the area has ceased and after one hour at 70 degrees Fahrenheit in sunlight.

d. **Crack Repair:** Patch cracks wider than 1/16" (thickness of a US quarter) by scraping, compacting or grinding down as needed. Cracks less than 1/16" will be filled with acrylic resurfacer. **CONTRACTOR CANNOT GUARANTEE THAT CRACKS WILL NOT REAPPEAR.**

e. **Resurfacer Course:** Over the entire court area, apply one (1) coat of Laykold acrylic resurfacer concentrated acrylic latex binder fortified with mineral fillers, fiber and silica sand to fill in surface voids and to even out minor surface irregularities to provide a leveling and filler coat for succeeding color applications

f. **Acrylic Textured Color Course:** Over the entire court area, apply two (2) coats of Tropiccoat ® surface acrylic color plus silica sand to provide a tough, durable, textured surface.

g. **Playing Lines:** Accurately locate, mark, and paint two inch wide playing lines in accordance with U.S.T.A. regulations, using white striping paint of a heavy bodied acrylic latex compounded with pigments and mineral filler to form a high hiding line for application to asphalt or acrylic color-coated surfaces on lightly trafficked areas.

h. **Repaint Net Posts:** Contractor will repaint existing net posts (black).

UPON ACCEPTANCE and return to us, this proposal becomes our entire contract.

ACCEPTED:


FAST-DRY COURTS, INC.

Court Colors to be chosen by Owner from attached Tropiccoat Color Chart. Colors must be confirmed at contract signing in order for contract to be processed.

(Interior Court) _____
(Perimeter Court)

NET POST COLOR: _____
(Please indicate black or green)

By _____
Printed Name: _____
Title _____
Date _____

By 
JEFFREY MC CLURE
Title Sales
Date December 10, 2018



MEMORANDUM

ITEM NO.

3H

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: March 12, 2019
Subject: Downtown Vision Advisory Committee

On January 8, 2019 the Town Commission approved Resolution 19-2561 to establish the Downtown Vision Advisory Committee (DVAC) and at the February 12, 2019 Town Commission meeting Committee appointments were made. As the Town Commission made an amendment to the original DVAC Charter the item is on this agenda.

The amendment of the DVAC Charter is highlighted in bold below:

The Downtown Vision Advisory Committee must be comprised of:

- one resident from a single-family home,
- one resident from a multi-family dwelling,
- two members from downtown businesses,
- **two members who own property downtown (Note: One of the two member positions may be filled by a Town resident at the discretion of the Commission in the event that the Town does not receive qualified applications from property owners within the Town's downtown),**
- and one member from a Surfside hotel.

In addition, a Commission Liaison needs to be appointed.

The Administration seeks Town Commission approval on the Charter amendment and the appointment of a Liaison.

Reviewed by

Prepared by

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, AMENDING THE
CHARTER FOR THE DOWNTOWN VISION ADVISORY
COMMITTEE; ADOPTING THE COMMITTEE'S
AMENDED CHARTER; PROVIDING FOR
AUTHORIZATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on January 8, 2019, the Town Commission reestablished the Downtown Vision Advisory Committee “(DVAC)”, and adopted a Committee Charter for DVAC, including membership and qualification requirements; and

WHEREAS, the Town Commission desires to amend the Committee Charter for DVAC in order to revise the membership qualifications, as set forth in the revised Committee Charter attached hereto as Exhibit “A”;

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Amending Committee Charter of the Downtown Vision Advisory Committee. The Town Commission hereby amends the Committee Charter for DVAC, specifically to revise membership qualifications of Committee members, which revised Charter is attached hereto as Exhibit “A.”

Section 3. **Implementation.** That the Town Clerk and Town Manager and/or his designee are directed to take any and all action as may be required to implement the purpose of this Resolution.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this ____ day of March, 2019.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Attachment "A"

Downtown Vision Advisory Committee Charter

The Downtown Vision Advisory Committee ("Committee") Charter establishes the objectives, goals and purposes of the Committee as an advisory committee to the Town Manager, and the organizational structure of the Committee:

A. Purpose: The purpose of DVAC is to create a downtown district that is a point of interest for both residents and visitors and highlight the area as the social, cultural and economic center of the Town.

B. Objective and Goals: To identify and recommend improvements to the downtown district (Harding Avenue between 96th and 94th Streets). These improvements should enhance "the sense of place" by preserving characteristics that attract the patronage of residents and visitors while encouraging business retention and economic development. The following goals are presented as examples and not a complete list:

1. Strengthen Surfside's downtown as the social, cultural and economic center;
2. Create a more pedestrian friendly downtown with mixed use commercial buildings;
3. Explore and recommend innovative parking solutions;
4. Enhance the unique look and identity of Surfside's downtown;
5. Examine alternative opportunities, such as the alleyways;
6. Collaborate with neighboring municipalities on joint initiatives and opportunities;
7. Retain and attract businesses; and
8. Foster engagement with downtown property owners and business owners / operators.

C. Composition, Appointment, and Qualifications: The Committee shall consist of seven (7) voting members. There will be two (2) non-voting liaison members; a member of the Town Commissioner and a member of the Tourist Board.

The seven 7 voting members shall be comprised of the following:

- 2 members who own property within Surfside's downtown (Note: One of the two member positions may be filled by a Town resident at the discretion of the Town Manager and/or Commission, in the event that the Town does not receive qualified applications from property owners within the Town's downtown.)
- 2 members who own and operate businesses within Surfside's downtown
- 2 residents of the Town of Surfside: 1 from a multiunit residence, and 1 from a single-family residence,
- 1 member from a Surfside hotel

Of those who apply, Surfside residents will receive preference for assignment as members of the committee.

D. Appointments: Members shall be appointed as follows:

1. The Town Commission shall vote their majority approval for the 7 members proposed by the Town Manager.

2. The liaison member of the Town Commission shall be appointed by the Mayor in accordance with Town Code Section 2-204 Rule 5.02.
3. The liaison member of the Tourist Board shall be appointed by the Tourist Board.

E. Organization: The Committee shall meet a minimum of once per quarter and provide recommendations. Reports to the Town Commission will be through the Town Commission liaison and through proposed initiatives, via Town Commission meeting agendas. The minutes of each meeting will be included in the Town Commission meeting agendas.

The DVAC Chair shall have the ability to call additional meetings upon an affirmative vote of the members.

DVAC shall comply with Section 2-204 of the Town Code and shall be subject to Florida's Government-in-the-Sunshine and Public Records Laws and the State of Florida, Miami-Dade County and Town of Surfside Code of Ethics.



MEMORANDUM

ITEM NO. 3I

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: March 12, 2019
Subject: Office 365 E-Mail Services and Migration

Moving the Town's e-mail to the Office 365 Exchange Online with Microsoft GovCloud provides for better reliability, security, and disaster recovery. Using a cloud-based e-mail service allows for the Town to continue operating with no interruptions during a disaster recovery scenario, ensuring that Town communications can remain operational without depending on Town hardware and building resources.

Town solicited quotes from third party vendors for the services, and finds that LiftOff, LLC is the preferred Microsoft vendor with experience in handling state and local government Microsoft Office 365 migrations. The pricing on the licensing/mailboxes is competitive with other bids received, and the added value of project management and migration assistance will be highly beneficial to the Town:

- 1) CDW Government - \$16,328.20 hosting and storage / need third party migration
- 2) LiftOff, LLC - \$11,760 hosting and storage / \$12,000 migration
- 3) Summit 7 Systems - \$11,760 hosting and storage / need third party migration

With LiftOff, LLC there is the annual cost of \$11,760 for the mailbox hosting/storage, and a one-time migration cost of \$12,000 to move the Town's mailboxes into Microsoft Exchange for a total cost of \$23,760. This initiative is approved in the Fiscal Year 2018/2019 budget at \$23,760.

The Town Administration is seeking Town Commission direction on this item.

Reviewed by

Prepared by

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE CUSTOMER TERMS FOR CLOUD SERVICES AGREEMENT (U.S. PUBLIC SECTOR) AND MASTER SERVICES AGREEMENT WITH LIFTOFF, LLC FOR USE AND SUBSCRIPTION TO MICROSOFT OFFICE 365 EXCHANGE ONLINE (COLLECTIVELY, AGREEMENT) PROVIDING FOR CLOUD-BASED EMAIL SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) desires to transition and migrate email services to a cloud-based service, Microsoft Office 365 Exchange Online (“Services”), without depending on Town hardware and building resources, and for enhanced reliability, security and disaster recovery; and

WHEREAS, the Town solicited quotes from third party vendors for the Services, and finds that LiftOff, LLC (“LiftOff”) is the preferred Microsoft vendor with experience in handling state and local government Microsoft Office 365 migrations, and wishes to accept the Quote provided by LiftOff for the Services attached hereto as Exhibit “A”; and

WHEREAS, LiftOff, LLC will provide for the use and subscription with Microsoft Office 365, as well as services in connection with migration and transition to the cloud-based system, at an annual cost of \$11,760.00 for hosting/storage, and a one-time migration cost estimated at \$12,000.00; and

WHEREAS, LiftOff, LLC has agreed to provide the deliverables and Services, and the parties desire to enter into the agreements attached as: (i) Customer Terms for Cloud Services Agreement attached hereto as Exhibit “B”; and (ii) Master Services Agreement attached hereto as Exhibit “C” (collectively, the “Agreement”); and

WHEREAS, the Town desires to enter into the Agreement, substantially in the form attached hereto as Exhibits “B” and “C” and finds that the Agreement is in the best interest and welfare of the Town.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Agreement, substantially in the form attached hereto as Exhibits “B” and “C”, is approved, subject to such changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town.

Section 3. Implementation. The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend the amount of \$11,760.00 for the Services, and a one-time migration cost estimated at \$12,000.00.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 12th day of March, 2019.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**QUOTE**

as of 01/29/2019

Bill to:

Town of Surfside, FL
9293 Harding Avenue
Surfside, FL 33154

Ship to:

Town of Surfside, FL
9293 Harding Avenue
Surfside, FL 33154

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

Check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Exchange Online Plan 1 GOV	3MS-00001	12	4.00	140	\$6,720.00
ExchangeOnlineArchiving	4ES-00001	12	3.00	140	\$5,040.00

Total: \$11,760.00**Pricing Information:**

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing is valid for 14 days.
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to rbraatz@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Town of Surfside, FL** (“you” and “your”). It is effective when we accept it. Key terms are defined in 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement’s terms without the other’s prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

"Subscription" means an order for a quantity of Office 365.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective as of January 29, 2019, by and between LiftOff, LLC of 1667 Patrice Circle, Crofton, MD 21114 and Town of Surfside, FL ("Client") of 9293 Harding Ave., Surfside, FL 33154. Therefore, the parties agree as follows:

1. Background, Intent, and Relationship

The purpose of this Agreement is to establish the terms and conditions governing the contractual relationship between the parties. Nothing in this Agreement shall be interpreted or construed as (1) creating or establishing a partnership, joint venture or similar business relationship between the parties; (2) creating or establishing an exclusive relationship between the parties, or (3) creating or establishing any employment relationship between the parties, which hereby acknowledge that LIFTOFF is an independent contractor under this Agreement.

2. Statements of Work

All services performed under this Agreement will be specified in a Statement of Work ("SOW") to be prepared for each engagement and signed by the parties. The initial SOW is incorporated in this Agreement as Exhibit A, attached hereto. To the extent that any term contained in the SOW may be contradictory to any term contained in this Agreement, the parties agree that the SOW shall govern.

It is agreed that the terms and conditions of this Master Agreement shall govern with respect to the services to be provided to Client by LIFTOFF, in accordance with each SOW executed by the parties. Each SOW shall become an Addendum to this Master Agreement. The terms of this Master Agreement will be incorporated into each SOW by reference.

3. Professional Services Agreement

This Agreement is for the performance of professional services only. LIFTOFF reserves the right to incorporate any techniques, skills, and/or procedures known or acquired from this or any other project into this or any future professional services engagements. Any such techniques, skills, or procedures remain the sole intellectual property of LIFTOFF, and may be used in any contemporaneous or future professional services engagements for this or any other Client, without limitation.

This is not a Work for Hire agreement. LIFTOFF does not sell, assign or transfer ownership of any intellectual property used or developed by LIFTOFF in the performance of any services for the Client pursuant to this Agreement. Nothing contained herein or in any SOW hereunder shall be construed or interpreted as any such sale, transfer, conveyance or assignment of any right, title or interest by LIFTOFF in any of its intellectual property.

4. Invoice Remittance

Invoice payments must be sent to the LIFTOFF main office: 1667 Patrice Circle, Crofton, MD 21114. The LIFTOFF Federal ID number is: 27-1914176.

Payment terms are specified on the SOW. Payments are considered late on the 30th day after the due date. Late payments will incur a 2% late payment fee for each block of 30 or fewer days overdue (payments 30-60 days overdue will be assessed a 2% fee, payments 60-90 days overdue will be assessed a 4% fee, etc...)

5. Expenses

In addition to the charges for services as described above and with prior approval of the Client, the Client shall reimburse LIFTOFF for all reasonable and necessary expenses (including travel, lodging, travel meals, and other related costs) incurred in the course of performing services under this Agreement.

6. Confidentiality

Customer and Client acknowledge that, by reason of this Agreement, each may have access to certain information and materials concerning the others business, plans, customers, technology and products that are confidential. Such information and materials are of substantial value to each party, which value would be impaired if such information were disclosed to third parties. Neither party shall disclose to third parties, or use in any way for its own account or for the account of any third party, any such confidential information disclosed as a result of this Agreement.

7. Termination of Agreement

This Agreement shall be in effect until such time as all services have been fully performed by LIFTOFF and all invoices have been fully paid by the Client. This agreement may be terminated by either party for convenience upon sixty (60) days prior written notice. Termination by client for convenience will result in charges for all in-process work. Upon termination of this Agreement for any reason, Sections 3, 6, 8, 9 will survive and bind the parties in their entirety.

8. Indemnity, Disclaimers, Limitation of Liability

In no event shall LIFTOFF's aggregate liability arising from or relating to the agreement or the services rendered (regardless of the form or action, whether by contract, warranty, tort, malpractice, fraud, and/or otherwise) exceed the amount actually paid by the client to LIFTOFF for services rendered under the agreement.

In no event shall LIFTOFF be liable for any consequential, special, indirect, incidental, or punitive damages, or for any loss of profits, revenue or business opportunities, regardless of the form of action and even if LIFTOFF has been advised of the possibility thereof.

9. Non-Solicitation of Employees

During the term of this Agreement and for twelve (12) months thereafter, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its affiliates), unless the hiring party obtains the written consent of the other party.

10. Governing Law/Jurisdiction

This contract will be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflict of laws provisions.

11. Disputes

The parties agree that any dispute arising from this Agreement shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Where disputes are submitted to arbitration, the parties agree to accept the decision of the arbitrators as final and binding on both parties. Arbitration shall be conducted in Maryland in accordance with the laws of Maryland.

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as of the date delivered via facsimile, overnight mail or United States certified or registered mail, addressed as follows:

Town of Surfside, FL
9293 Harding Ave.
Surfside, FL 33154

LiftOff, LLC
Ron Braatz, President
1667 Patrice Circle
Crofton, MD 21114

Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

14. Credit and Public Awareness

The Client further agrees to allow LIFTOFF to take public recognition of its engagement through the use of press releases, Internet postings, competition entries or other communication materials. This awareness will not violate any confidentiality provisions of this agreement, nor will it disclose any financial terms of the engagement without the prior written consent of the Client.

15. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. Entire Agreement

This Agreement and the referenced SOW constitute the entire agreement between the parties, and supersede all prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. There are no representations or commitments relied upon by either party not contained herein.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

LiftOff, LLC

Town of Surfside, FL

By:

Ron Braatz
President

Date

By:

Name:
Title:

Date

Exhibit A – Initial Statement of Work

1. Work to be Performed:

LIFTOFF will provide **Office 365 Guided Deployment Services (GDS)** focused on the migration to the Microsoft Office 365 solution. The GDS consulting is delivered using a **“Coach/Mentor” approach** in which your IT team will be heavily involved throughout the entire process and will work directly with the LiftOff consultants. Together, we will work through a series of appointments (typically 1-2 hours each) as we work through project milestones to deploy the system efficiently and successfully. We have found this approach of keeping your IT team invested in the project to be an extremely effective training mechanism; once the project is complete, your IT staff is fully capable of managing and maintaining the system in the future.

LiftOff's expertise is laser focused on the Office 365 systems. If you require integration with other third-party applications, you will be responsible for working with your other vendors to remedy issues. For example, phone systems, firewalls, fax systems, custom code environments, and accounting systems can integrate with Office 365. We will do our best to facilitate, but these integrations may require the vendor.

Specifically, LiftOff's GDS work will:

- 1.1. Consist of an **Office 365 Assessment Workshop** where we will complete an analysis of the current email environment and ensure that requirements are captured, core functionality is reviewed, and details for the migration are discussed and reviewed. This planning session will be conducted via phone and typically takes two hours to complete.
- 1.2. Consist of **Setup and Pre-Staging** in the Office 365 Admin Console where we will access your portal together and begin the initial configuration the new Office 365 tenant. This will include:
 - 1.2.1. Adjusting Microsoft initial, default policies to meet your specifications.
 - 1.2.2. Adding and verifying your email domains in Office 365 to show ownership.
 - 1.2.3. Adding and licensing users.
 - 1.2.4. Creating administrators of the system.
 - 1.2.5. Identifying, testing, and configuring the optimal email migration tools and strategies. This will include the configuration of email migration tools using third-party, PSTs, or Microsoft tools.
NOTE: This does NOT include the setup or configuration of ADFS.
- 1.3. This is an **Exchange 2013 to Office 365 migration** and we intend to perform a **Microsoft HYBRID migration**. This utilizes the free migration tool included with Office 365. There are many advantages of using the hybrid migration path and we will make every attempt to make this work. In the rare event that the hybrid (Microsoft) wizard cannot be used for email or Public Folders, we will switch to a third-party migration tool (MigrationWiz). Client is responsible for the cost of the migration tool. Migration Configuration will include the following:
 - 1.3.1. Assess, update and optimize the on-premise environment and Exchange server so that it is ready for migration.
 - 1.3.2. Set up connection between on-premise and cloud migration tools using the Microsoft hybrid wizard.
 - 1.3.3. Test the migration process and confirm that it's working as expected.
 - 1.3.4. Work with Client on migration steps and process for migrating all users.
- 1.4. **Office 365 IT Admin Training.** These training workshops are usually conducted over several days and encompass 4-5 hours. Specifically, the training sessions include overviews of:
 - 1.4.1. Office 365 Admin Center – onboarding and offboarding users; resetting passwords; creating groups; creating resources; etc.

-
- 1.4.2. Exchange Admin Center – configuring the EOP Spam Management System; configuring SMTP relay; creating mail transport rules; conducting mail traces; etc.
 - 1.4.3. Security and Compliance Center – creating and maintaining retention policies; conducting content searches; conducting eDiscovery searches; etc.
 - 1.4.4. Administering Office 365 through Azure PowerShell.
 - 1.4.5. OneDrive for Business/SharePoint Admin Center (if applicable) – how to control external sharing, quotas, and local syncing. LiftOff can offer suggestions for the BASIC configuration and admin settings/best practices for SharePoint Online, but it's important to understand this is NOT our area of expertise. "Advanced" SharePoint consulting is outside the scope of this GDS and would need to be contracted separately with LiftOff or with a third-party.

- 1.5. **Workstation Configuration.** LiftOff will offer guidance and tools for the workstation configuration for Outlook, Office Professional Plus (via "click to run or the Office Deployment Tool), and Skype for Business.

NOTE: Although LiftOff will provide guidance regarding workstation configuration and assist with troubleshooting, LiftOff will NOT be directly responsible for the configuration of the workstations. Your IT staff is on-premise and will complete this configuration.

- 1.6. Provide consulting on **synchronizing your Active Directory to Office 365**, if desired:

- 1.6.1. LiftOff has installed the **Azure AD Connect** sync tool hundreds of times. This process involves several planning sessions to prepare for this process, install the tool and train your IT staff on managing Office 365 while syncing with AD.

- 1.7. Setting up **SMTP Relay** options for the various devices and apps that relay email.

- 1.8. One week prior to activating the new system, LiftOff will provide a **pre-GO LIVE planning session called the "T minus 7 session"** to ensure we're ready to cutover to the new system.

- 1.9. **GO LIVE!** Together, we will change all internal and external DNS records to point to Office 365 and verify mail flow.

- 1.10. **Post Deployment.** With you, we will lead a post GO LIVE call to ensure the system meets your expectations and you understand how to utilize Office 365 support.

- 1.11. **Other Notes**

- 1.11.1. Client is required to assign LiftOff, LLC as the Partner of Record for a period of 24 months once the solution is purchased. Instructions for this will be provided. LiftOff's Partner ID number is 2823664.
 - 1.11.2. Thirty days of post deployment support will be provided by LIFT-OFF. Any additional consulting/support/training can be billed hourly or through a separate contract.

- 1.12. This Statement of Work will commence upon acceptance of documents on dates negotiated between LIFT-OFF and Client.

2. Investment & Payment Structure

- 2.1. The cost of the services outlined in Section 1 above is **\$12,000.00**. This is the client cost and has already factored in any incentives or promotions. The discounted consulting price requires the Client to purchase AOS-G annual licensing through LIFT-OFF for a period of three years. The AOS-G licensing includes a "price-lock" protection for three years. This pricing is valid for 30 days past the date identified in section 3.1. Invoicing is done after the Assessment Process (1.1) and terms are Net 30.

-
- 2.2. The client acknowledges that the Office 365 Microsoft Partner, LiftOff LLC, may receive payments from Microsoft as a result of the consulting done with LIFTOFF.
- 2.3. Migration Wiz Premium multi-pass licenses may be recommended for the project. If Client agrees to use Migration Wiz, Client will be responsible for purchasing licenses for all users. Migration Wiz licenses are typically \$15 per mailbox. All migration licenses are purchased directly through LIFTOFF.

3. General Terms and Conditions

- 3.1. This Statement of Work will be bound by the terms of the Master Services Agreement between LIFTOFF & Client dated January 29, 2019, to which this Initial Statement of Work is attached as Exhibit A.

4. Signature

Agreed and Accepted by:

LiftOff, LLC

Town of Surfside, FL

By:

Ron Braatz
President

Date

By:

Name:
Title:

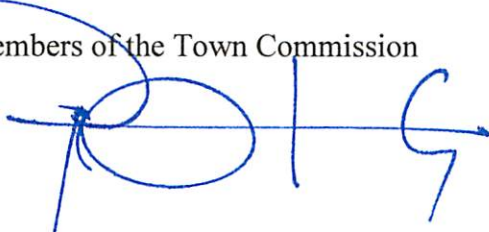
Date



MEMORANDUM

ITEM NO. 3J

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager 

Date: March 12, 2019

Subject: Approval for the Sale, Disposition, Trade-In of Surplus Police Taser Equipment


The Town of Surfside Police Department has in recent years upgraded its inventory of Taser equipment inventory. The Department now has a surplus inventory of older model Tasers that are either no longer operational, have become obsolete, outlived their usefulness, or become inadequate for the public purposes.

The Department has identified a vendor, Arms Unlimited, that will accept an exchange/trade-in of the surplus Tasers for flashlight equipment that is needed for the operational needs of Department sworn personnel.

There will be no budget impact as the flashlight equipment is being exchanged for the obsolete Taser equipment without additional cost.

Staff recommends a motion to approve the disposition, trade-in of surplus police Taser equipment to obtain flashlight equipment from Arms Unlimited.

Prepared by: Captain John Bambis

Approved by: Chief Julio Yero 

RESOLUTION NO. 2019 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING AS SURPLUS CERTAIN TASER EQUIPMENT OF THE TOWN OF SURFSIDE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR THE SALE, DISPOSITION, OR TRADE-IN OF THE SURPLUS EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Police Department has numerous Tasers as listed in Exhibit “A” attached hereto (“Tasers”), that are no longer operational and will not be repaired by the manufacturer; and

WHEREAS, the Town may sell or dispose of inoperable equipment as surplus property, which is no longer cost effective to maintain or repair due to its age, technical capabilities, and condition; and

WHEREAS, the Town Police Department has identified flashlight equipment necessary to the Department, that may be acquired from Arms Unlimited for the cost of trade in or exchange of the Tasers as set forth in Exhibit “B” attached hereto (“Flashlights”); and

WHEREAS, the Town Commission finds and declares that the Tasers are surplus property and authorizes the Town Manager to sell, dispose, or trade-in the Tasers for the Flashlights, in accordance with applicable laws and procedures; and

WHEREAS, the Town Commission finds this Resolution to be in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Surplus Property. The Tasers owned by the Town and listed in Exhibit "A" attached hereto have become obsolete, outlived their usefulness, or have become inadequate for the public purposes for which they were intended, and are no longer needed for public purposes, and accordingly are hereby declared by the Town Commission to be surplus property of the Town.

Section 3. Disposal Authorized. That the Town Manager is hereby authorized to dispose of the Tasers through a sale, disposition or trade-in of the surplus property, as described in Section 2 above, for the Flashlights pursuant to Exhibit "B", in accordance with applicable laws and procedures and as determined by the Town Manager.

Section 4. Implementation. That the Town Manager and/or his designee is authorized to take any and all action necessary to implement this Resolution and the purposes hereof.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this ____ day of March, 2019.

Motion by: _____,

Second by: _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____
Vice Mayor Daniel Gielchinsky _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



JULIO YERO
CHIEF OF POLICE

"Providing the highest level of police service to the community we serve in a professional, courteous, ethical and judicious manner"

X-26 TASER INVENTORY

DATE: 01/22/19

X-26 TASERS (18)(NOT OPERATIONAL)

X00-215147	X00-298896	X00-637496	X00-528599
X00-638817	X00-640741	X00-637527	X00-215097
X00-217259	X00-638824	X00-640503	X00-640563
X00-640553	X00-639196	X00-215329	X00-213732
X00-215098	X00-331091		

X-26 HOLSTERS: 13

X-26 25FT. XP CARTRDIGES (BOX 1)(50 PER BOX)

H07-697000	H06-263678	C41005393	H06-263570
H06-262642	C410048VR	H06-262588	H06-262496
C41028RFE	H06-262690	H06-262597	C41050X2A
H06-260529	H06-260428	C410516EX	H06-260429
H06-262607	C410516XM	H06-260365	H06-262484
H09-1309770	H06-262571	H06-262727	H09-1343530
H06-265445	H06-262627	H06-262605	H06-265535
H06-262558	H06-262483	H06-262576	H06-262678
H06-262617	H06-260551	H06-263567	C4104X87F
H06-260422	H06-260408	H07-696786	H06-262608
H06-262714	H06-263688	H09-1309819	H06-262639
H06-262539	H06-260362	H09-1309754	H06-260469
H06-262737	H06-262681		

X-26 25 FT. XP CARTRIDGES (BOX 2)(EXPIRE 06/2020)

C4101XA68	C4104YWAC	C410516EW	C4104X8VK
C4104X9DE	C410516DV	C410516R1	C4104X9DK
C4104X8X4	C410500F5	C4104X866	C4104X8W1
C4105023P	C410516K4	C4104X706	C4104X8XW
C4104X920	C41051704	C410500CX	C410510WK
C4104X98R	C4104X852	C410502D9	C4105024H
C41051197	C41051AA9	C4105022E	C4105008C
C410510DX	C410512NW	C4104X84P	C410510AX
C410502H4	C410502K4	C410510MX	C410516V7
C410510N5	C410504NP	C41051112	C41050TC7
C410500KR	C41051302	C410512K8	

X-26 CARTRIDGES (BOX 3)(50 PER BOX)**X-26 25FT. XP CARRIDGES**

C41004A79	C410049TW	C41004ACC	C41028RCR
C4102CEFH	C4102CDKA	C41004A74	C4100422C
C41004397	C41004YT3	C4102CDX5	C410049V9
C41028YYW	H06-260543		

X-26 15 FT. CARTRIDGES

F06-880061	F06-877680	F06-879925	F06-874385
F06-879893	F06-879916	F06-879918	C2103CHVT
C2103CFKM	C2103CDT9	C2103A37R	C2103CE32
C2103CHW3	C2103CKCY	C2103CDN3	

X-26 21 FT. CARTRIDGES EXPIRE: 06/2018

C3102VP83	C3102VTDW	C3102VW46	C3102VYXM
C3102W4FV	C3102VP08	C3102W0F9	C3102W411

SURFSIDE **POLICE**

JULIO YERO
CHIEF OF POLICE

"Providing the highest level of police service to the community we serve in a professional, courteous, ethical and judicious manner"

C3102W4E6

C3102VD2W

C3102VPTE

C3102W4M0

C3102W569

C3102W4E3

C3102W5E3

C3102VW9A

C3102VP6R

C3102VXWT

C3102VPED

3515 W Post Rd Ste 125
 Las Vegas, NV 89118
 (866)229-1355
 daniel@armsunlimited.com
 ArmsUnlimited.com



QUOTE

ADDRESS

Surfside Police Department
 9293 Harding Ave
 Surfside, FL 33154

QUOTE # 2899

DATE 01/16/2019

ACTIVITY	QTY	RATE	AMOUNT
Trade In Taser X26 w/ Accessories - Non Functioning	18	-20.00	-360.00
Trade In Taser X26 Cartridges	143	-5.00	-715.00
Assorted Goods CREDIT	1	2,065.00	2,065.00
TOTAL			\$990.00

Accepted By

Accepted Date



**Town of Surfside
Town Commission Meeting
March 12, 2019
7:00pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

RESOLUTION COVER MEMORANDUM

Agenda #: 3K
Date: March 12, 2019
From: Daniel Dietch, Mayor
Subject: Energy Innovation and Carbon Dividend Act

Objective: To approve the Energy Innovation and Carbon Dividend Act Urging Resolution.

Consideration: The Town of Surfside has a record of acknowledging the reality of climate change, the projected effects on our community and our ability and responsibility to reduce our contribution to the causes of climate change, as evidenced by the Town's prior legislative and administrative actions and programs. While there is much more work to do at the local and regional levels, pressure must be applied to Congress to develop a national policy framework to enable and facilitate the transition away from carbon-based energy sources to renewable energy sources. [H.R. 763 - Energy Innovation and Carbon Dividend Act of 2019](#) was sponsored by Representative Ted Deutch (D-FL-22) on January 24, 2019 and was referred to the Committee on Ways and Means, and in addition to the Committees on Energy and Commerce, and Foreign Affairs. Through this urging resolution, the Town of Surfside is supporting sensible solutions to the climate crisis.

Recommendation: To approve the Energy Innovation and Carbon Dividend Act Urging Resolution.

RESOLUTION NO. 2019 - _____

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE UNITED STATES CONGRESS TO PASS THE ENERGY INNOVATION AND CARBON DIVIDEND ACT (H.R. 763) TO LEVY AN ANNUALLY INCREASING REVENUE-NEUTRAL FEE ON THE CARBON IN FOSSIL FUELS AT THE POINT OF PRODUCTION OR IMPORTATION AND RETURN A DIVIDEND TO ALL AMERICANS; PROVIDING FOR TRANSMITTAL OF RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, climate scientists worldwide agree that Earth is warming rapidly to a degree that is perilous to human civilization, numerous species and to the global ecosystem; and

WHEREAS, the primary cause of the rapid warming is human activity, especially through the combustion of fossil fuels that create greenhouse gasses such as carbon dioxide (CO₂); and

WHEREAS, the United States Global Change Research Program, anticipates that inaction on reducing global emissions of CO₂ will lead to increased heat, drought, insect outbreaks, flooding and wildfires, coupled with declining water supplies, reduced agricultural yields and harm to public health and welfare throughout the United States; and

WHEREAS, the Town of Surfside ("Town") is cognizant of the fact that climate change is considered one of the major causes of sea level rise within the State of Florida, with coastal communities such as the Town being severely impacted; and

WHEREAS, local sea level rise in South Florida, including the Town, exceeds global sea level rise; and

WHEREAS, the likely consequences of unmitigated climate change on South Florida will pose serious threats to the region's economy, ecology and livability through sea level rise, the loss of our freshwater supply, compromised sanitation systems, stronger storms, rising insurance rates, etc.; and

WHEREAS, every additional release of greenhouse gas increases the severity of climate change; and

WHEREAS, the Town Commission has a record of acknowledging the reality of climate change, the projected effects on the community, and the Town's ability and responsibility to reduce its contribution to the causes of climate change, as evidenced by the Town's prior legislative and administrative actions and programs; and

WHEREAS, coastal areas of the United States are experiencing indirect harm based on economic factors relating to rising flood insurance costs in low-lying areas; and

WHEREAS, national and international policies to reduce greenhouse gas emissions must be implemented rapidly to avoid catastrophic damage to the planet's ecosystems upon which all life depends; and

WHEREAS, local action is necessary yet insufficient to avoid catastrophic climate change; and

WHEREAS, a policy known as the "**carbon fee and dividend**" is a revenue neutral, economically efficient, market-based mechanism to reduce greenhouse gas emissions across the economy while providing a direct economic benefit to the people of the United States; and

WHEREAS, a Carbon Fee and Dividend rule would encourage consumers and the market to transition to clean energy sources and away from carbon-based energy and fuels.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, THAT:

Section 1. Recognition of Fossil Fuel Effect on Climate Change; Adoption of Fee on Carbon Production. The Town Commission hereby recognizes that the pollution caused by burning fossil fuels is a primary cause of climate change, and that an effective and efficient measure to address this problem is the enactment of a revenue-neutral fee on carbon production at its source, with the fees being returned to Americans as a dividend.

Section 2. Urging the US Congress to Pass the Energy Innovation and Carbon

Dividend Act. The Town Commission strongly urges the United States Congress to pass the Energy Innovation and Carbon Dividend Act, legislation that levies an annually increasing revenue-neutral fee on the carbon in fossil fuels at the point of production or importation, with the fees returned to Americans as a dividend.

Section 3. Transmittal of Resolution. The Town Clerk is directed to forward a copy of this resolution to the members of the U.S. House of Representatives Committee on Ways and Means, Committees on Energy and Commerce, and Foreign Affairs, all members of the U.S. House of Representatives representing Florida districts and to U.S. Senators Marco Rubio and Rick Scott, .

Section 4. Severability. If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of March 2019.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



**Town of Surfside
Town Commission Meeting
March 12, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Agenda #: 4A1
Date: March 12, 2019
From: Daniel Dietch, Mayor
Subject: Code of Ethics Ordinance Enhancement and Amendment to Provide for Disclosure of Business Relationships by Members of the Town Commission and Town Boards and Committees

Objective: At the Town Commission on December 11, 2018, the Commission directed the Town Attorney to evaluate the current Code of Ethics and identify areas where the ethical standards could be strengthened to create improved transparency and accountability of Town elected officials and board and committee members, and prepare necessary amendments to the current Code of Ethics for such purposes. The attached Ordinance presented for second reading amends Article VII – Code of Ethics, by adding Section 237 therein to provide for disclosure by Town Commissioners and board and committee members of “business relationships”, as said term is defined in the Ordinance. The disclosure requirement would impose a duty to disclose certain business relationships with applicants or Interested Persons who have matters before the Town Commission or boards and committees. The objective of the Ordinance is to create disclosure and transparency of certain business relationships which may have an appearance of a conflict of interest, over and above the requirements contained in the Miami-Dade County Code of Ethics and State Law.

Consideration: The attached Ordinance improves and provides more stringent disclosure standards than those contained in the existing Town Code of Ethics, as well as those standards provided by the Miami-Dade County Ethics Code and State law.

The attached Ordinance was prepared by the Town Attorney, and, specifically, Robert Meyers, Esq., former Executive Director of the Miami-Dade County Commission on Ethics & Public Trust, who is currently with the law firm of Weiss Serota Helfman, our Town Attorney. The Town Attorney considered a number of substantive and procedural recommendations concerning enhancements to strengthen the existing Town Code of Ethics with the objective of strengthening transparency and public trust. The specific disclosures required of members of the Town Commission and boards and committees relate to the following business relationships:

- The member of the Town Commission or Town board or committee has any ownership interest, directly or indirectly, in excess of 1% in the entity;
- The member of the Town Commission, Town board or committee is a partner, co-shareholder or joint venturer with the Interested Person in any business venture;
- The entity or Interested Person is a client of the member of the Town Commission, Town board or committee, or a client of another professional working for the same employer as the member of the Town Commission, Town board or committee;
- The member of the Town Commission, Town board or committee is a client of the entity or the Interested Person;
- The entity or Interested Person is a customer of the member of the Town Commission, Town board or committee (or his or her employer) and transacts more than 5% of the business in a given calendar year of the member of the Town Commission, Town board or committee (or his or her employer) or more than \$25,000 of business in a given calendar year; or
- The member of the Town Commission, Town board or committee is a customer of the entity or the Interested Person and transacts more than 5% of the business in a given calendar year of the entity or Interested Person or more than \$25,000 of business in a given calendar year.

Any of the above enumerated business relationships within the prior 24-month period would require the member of the Town Commission or board or committee to disclose such relationship at the time that the Applicant or Interested Person appears before the Commission or board or committee, or within 12 months of the establishment of a new business relationship after the appearance before the Commission or board or committee. In such situations requiring disclosure, the Town Commissioner or Town board or committee member may refrain from voting or taking action on the item because of the appearance of a possible conflict of interest. Enforcement of the disclosure would fall with the Town Commission, who may censure a commissioner who is found to have willfully failed to disclose the business relationship or remove a board or committee member from its appointed position.

Recommendation: Adopt the attached Ordinance on second reading, and, direct Staff, with the assistance of the Town Attorney, to provide education and assistance to Town Commissioners and board and committee members on the applicability of the disclosure requirements.

ORDINANCE NO. 19 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VII - CODE OF ETHICS, BY ADDING SECTION 2-237 TO PROVIDE FOR DISCLOSURE OF BUSINESS RELATIONSHIPS BY MEMBERS OF THE TOWN COMMISSION AND BOARDS AND COMMITTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Commission adopted a Code of Ethics on April 10, 2007 establishing standards of conduct for current and former town officials, employees and persons doing business with the Town; and

WHEREAS, the Town Commission subsequently amended the Code of Ethics on January 15, 2013, December 9, 2014, February 16, 2017, December 13, 2017, March 13, 2018 and December 11, 2018 to impose additional regulations on town officials, employees and lobbyists, including an honor code for elected and appointed Town officials and employees and to address lobbyists’ appeals of fines for failure to file required expenditure reports; and

WHEREAS, the Town Commission desires to enhance and further amend Article VII - Code of Ethics in of the Town Code to impose a disclosure requirement for town elected officials and board and committee members who have private business relationships with applicants or interested parties doing business with the Town or when such relationships are established subsequent to Town action.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:¹

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.

¹Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double-strikethrough~~.

Section 2. Town Code Amended. Article VII – “Code of Ethics” of the Surfside Town Code of Ordinances is hereby amended, to add Section 2-237 (Disclosure of Business Relationships) and shall read as follows:

ARTICLE VII. - CODE OF ETHICS

Sec. 2-226. - Code of ethics adopted.

- (a) Our government is a representative democracy. Those who are elected, appointed, hired, volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The town adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials and employees.
- (b) It is the policy of the town that no officer or employee of the town shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties in the public interest. To implement this policy and strengthen the faith and confidence of the town's residents in their government, the town will enact a code of ethics setting forth standards of conduct required of the town's public officers and employees, in the performance of their official duties. It is the intent of the town that this Code shall serve as a guide for the official conduct of the public officers and employees of the town. For the purposes of this article the term "officer" and "public officer" shall include the town commission and all appointed town board and committee members.

Sec. 2-227. - Code of ethics generally.

The conduct of the officers and employees of the town shall be governed by the code of ethics of the town, which shall include:

- (1) The state "code of ethics for public officers and employees", codified in F.S. ch. 112, as may be amended from time to time; and
- (2) The "Miami-Dade County Conflict of Interest and Code of Ethics Ordinance," codified at section 2-11.1 et seq., Miami-Dade County Code, as may be amended from time to time; and
- (3) Any provisions that the town commission may adopt from time to time in addition to those set forth in subsections (1) and (2) above.

Sec. 2-227.1 - Honor code for elected and appointed town officials and town employees.

- (a) It shall be the policy of the town that all elected and appointed town officials and town employees shall adhere to the public service honor code ("honor code"). The honor code consists of the following minimum standards regarding the responsibilities of all public servants in the town.

- (b) Each elected and appointed public official and employee of the town shall, when acting in his or her official capacity, comply with the following standards:
 - (1) Serve and protect the public interest above any personal or institutional interest or loyalty; and
 - (2) Act as the public's surrogate by protecting it against waste or fraud; and
 - (3) Respect and uphold laws, ordinances, resolutions, rules, and regulations that protect the public against abuses in town government by assisting law enforcement and other federal, state, county and local authorities charged with protecting the public trust; and
 - (4) Report any information concerning activity which may constitute a crime, of which he or she has personal knowledge, immediately and personally to the state attorney and/or the Miami-Dade County Commission on Ethics and Public Trust; and
 - (5) Cooperate fully with law enforcement agencies or other official investigative authorities in providing truthful testimony and other relevant information pertaining to any alleged violation of the public trust.
- (c) Town supervisors shall counsel and encourage employees in their respective departments to report violations of town code, including waste, fraud or other abuse of public resources, to the appropriate agency.
- (d) The honor code shall be enforced as follows:
 - (1) The town manager or the town manager's designee may use the administrative process of the town for violations of the honor code committed by all officials or employees subject to the authority of the town manager.
 - (2) The Miami-Dade County Commission on Ethics and Public Trust shall have jurisdiction over violations of the honor code committed by elected town officials and by all other town officials and employees not subject to the administrative authority of the town manager. The Miami-Dade County Commission on Ethics and Public Trust shall follow the procedures outlined in section 2-1074 of the Miami-Dade County Code in conducting such investigations or hearings. The Miami-Dade County Commission on Ethics and Public Trust may impose a letter of reprimand or letter of instruction following a determination that a violation of the honor code has occurred. Such action by the Miami-Dade County Commission on Ethics and Public Trust shall not prevent the town or any department head or supervisor from taking any additional action or imposing any penalty that they are authorized to take or impose.
 - (3) Whenever any elected or appointed town official or employee is in doubt as to the proper interpretation or application of the honor code as to himself or herself, he or she may request a binding opinion from the Miami-Dade County Commission on Ethics and Public Trust.
 - (4) Adherence to the honor code by town employees shall be included, wherever appropriate and to the extent legally permissible, in the criteria for evaluations for merit increases, promotions, and professional recognition.
 - (5) The Miami-Dade County Commission on Ethics and Public Trust may include the honor code in its ethics training programs for town officials and employees.

- (e) The town shall not dismiss, discipline, or take any other adverse personnel action against an employee for complying with the honor code. Further, the town shall not take any adverse action that affects the rights or interests of any employee in retaliation for the employee's compliance with the honor code. If the town takes any of the adverse actions stated in the preceding sentences as a result of an employee's compliance with the honor code, the employee shall be entitled to apply to the town manager and to the Miami-Dade County Commission on Ethics and Public Trust for redress, each of which shall take appropriate steps within their authority and discretion to ensure that no employee is penalized for compliance with the honor code.

Sec. 2-228. - Penalty.

The ethics commission created pursuant to Miami-Dade County Ordinance No. 97-105 shall have primary jurisdiction for enforcement of this code of ethics.

Sec. 2-229. - Gifts.

- (a) *Gift defined.* The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.
- (b) *Exceptions.* The provisions of subsection (a) of this section shall not apply to:
 - (1) Political contributions specifically authorized by state law;
 - (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;
 - (3) Awards for professional or civic achievement but only if the value of said awards is less than \$500.00;
 - (4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature but only if the value of said material is less than \$500.00.
- (c) *Prohibitions.* Public officers and employees shall neither solicit, demand or accept any gift the public officer or employee knew or should have known was offered or given with the intention to persuade them to take, or not take, official action, or to perform, or not perform, a duty required by their government service . It is also unlawful for any person or entity to offer, give or agree to give to any public officer or employee, to accept or agree to accept from another person or entity, any gift for or because of:
 - (1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
 - (2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
 - (3) A legal duty violated or to be violated, or which could be violated by any public officer or employee; or
 - (4) Attendance or absence from a public meeting at which official action is to be taken.

- (d) *Disclosure.* Public officers and employees shall disclose as provided herein any gift, or series of gifts, from any person or entity that are not intended to influence official action, having a value in excess of one hundred dollars (\$100.00). Said disclosure shall be made by filing a copy of the disclosure form required by F.S. ch. 112, for "local officers" with the town clerk simultaneously with the filing of the form with the secretary of state.

Sec. 2-230. - Exploitation of official position prohibited.

- (a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, officers or quasi-judicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the town commission.
- (b) Continuing application for two (2) years after town service.
 - (1) No person who has served as an elected town official shall for a period of two (2) years after his or her town service has ceased, lobby any town commissioner, officer or departmental personnel or employee in connection with any judicial or other proceeding, application, RFP, RFQ, bid, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the town or one of its departments or instrumentalities is a party or has any interest whatever, whether direct or indirect.
 - (2) No former advisory personnel, autonomous personnel, officer or quasi-judicial personnel shall for a period of two (2) years after his or her town service has ceased, lobby the town board or committee on which he or she served in connection with any matter related to the board or committee's enforcement, oversight or authority.

Sec. 2-231. - Certain appearances and payment prohibited.

- (a) No commissioner, officer, departmental personnel or the business entity by which they are employed, or employee shall appear before any town board and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the town, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the town through the suit in question.
- (b) No advisory personnel, autonomous personnel, officer or quasijudicial personnel shall appear before the town commission, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party that has applied for or is seeking some benefit from the town commission in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal

advisor to a third party who seeks legal relief from the town commission through the suit in question.

- (c) No advisory personnel, autonomous personnel, officer or quasijudicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the town commission to testify as an affected party.
- (d) No current advisory personnel, autonomous personnel, officer or quasi-judicial personnel shall either directly or through an associate, appear, represent or act on behalf of a third party before the town commission, town board or committee, or any town department with respect to any action sought by the third person. Nor shall such person either directly or through an associate be engaged as a lobbyist for and on behalf of a third person with respect to any official action by any town official or town personnel sought by such third person.

Sec. 2-232. - General policy employees.

- (a) One objective of the town is to establish and administer a system of personnel management consistent with the goal of providing superior service to the community by employing and retaining individuals of the highest caliber as demonstrated by work performance and job behavior.
- (b) Employees of the town represent the town in all of their dealings with the public. Their appearance, attitude, and behavior all announce to our customers, the taxpayers, what may be expected from the town's government. For these reasons, we stress the importance of a good public image and courteous behavior as minimum standards for town employees.
- (c) It is the policy of the town to expect from its employees compliance with all personnel rules and regulations, applicable state statutes and federal regulations, in the performance of duties, as well as compliance with all safety rules and standards.
- (d) The town advocates the concept that the quality of public service can attain maximum efficiency and effectiveness through a personnel management system based on merit principles.
- (e) The foregoing provisions relating to town employees shall also be applicable to officers.

Sec. 2-233. - Conflict of interest.

To avoid misunderstandings and conflict of interests, which could arise, the following policy will be adhered to by employees and officers of the town. This policy is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and employees.

- (1) Employees and officers shall not accept any gifts, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties;
- (2) Employees and officers shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others;
- (3) Employees and officers shall not accept employment or engage in any business or professional activity, which they may reasonably expect, would require or induce them

to disclose confidential information acquired by them by reason of their official position;

- (4) Employees and officers shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit;
- (5) Employees and officers shall not have personal investment in any enterprise, which will create a conflict between their private interest and the public interest;
- (6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit business relationship and any interest in real property which the employees and officers hold with any other employee or officer;
- (7) In addition to the foregoing, town commissioners shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in non-homesteaded real property located within the town within 30 days upon purchasing said property. (Upon the passage of this article, the town commissioners shall have 30 days from the effective date, to file disclosure.) Thereafter, the town commissioners will be required to file the real property disclosure in accordance with this sub-paragraph (7) on a yearly basis along with his/her Form 1. However, if for any reason the town clerk does not receive same, s/he shall, in writing and via certified mail, request such official who has failed to file the required disclosure to do so. Thereafter, failure to make this filing, within ten days from receipt of the clerk's notice, shall result in the same penalties as failure to file a Form 1 disclosure as required by the county and state.

Sec. 2-234. - Town attorney to render opinions on request.

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, officer or quasi-judicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the town is in doubt as to the applicability of the article, that person may submit to the town attorney a full written statement of the facts and questions. The town attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission. The town clerk shall publish these opinions on the town's website.

Sec. 2-235. - Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

- (1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:
 - a. *Town personnel.* Those town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.

- b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item, and any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.
 - c. *Principal.* All persons, firms, or corporations who employ a lobbyist.
- (2) *Lobbyist registration, fees, renewal and withdrawal.*
- a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:
 - i. Register as a lobbyist.
 - 1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, and the name and business address of each person or entity which has employed the registrant to lobby. If the lobbyist represents a corporation, it shall also be identified.
 - 2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation, partnership, or trust.
 - ii. Pay an annual lobbyist registration fee of \$250.00.
 - iii. Register and disclose terms for each principal represented.
 - 1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client) being lobbied. Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms

and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any bonuses, success fees, or other consideration shall be received for such lobbying activities. In the alternative, such lobbyist shall submit to the town clerk a joint affidavit, sign by the lobbyist and his/her principal, disclosing the terms amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.

2. Pay an annual principal registration fee of \$100.00.
 3. If multiple lobbyists from the same firm represent the same principal, then only one principal registration form and principal registration fee of \$100.00 is required to be filed for that principal. All lobbyists from the same firm who represent the same principal must file a separate lobbyist registration form and a lobbyist registration fee of \$250.00. All lobbyist are required to file an expenditure report as outline below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the Town Clerk on behalf of the firm.
- iv. File a lobbyist expenditure report.
1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.
 2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by February 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the Miami-Dade Commission on Ethics and Public Trust.
- A lobbyist or principal may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust, with a copy to the Town Clerk, within 15 calendar days of receipt of the notification of the failure to file the required disclosure form.
- v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.

- b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.
- (3) *Expiration of lobbyist and principal registrations.* All lobbyist and principal registrations expire December 31 of each year.
- (4) *Processing of registration fees.* The registration fees required by this section shall be deposited by the town clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds may be transferred to general revenue at the end of the fiscal year. There shall be no fee required for filing a notice of withdrawal, and the town commission may, in its discretion, waive the lobbyist and/or principal registration fee upon a finding of financial hardship.
- (5) *Change in lobbyist information.* Any change to the information originally filed pursuant to this section shall require that the lobbyist file, within three business days from such changed circumstances, a signed statement under oath amending the above-referenced reports. Additionally, in the event official action on the specific lobbying issue is scheduled to occur during said three-day period, the lobbyist and principal shall, prior to said official action, further disclose the amendment by publicly stating on the record, at which the official action is to occur, the subject amendment. The lobbyist has a continuing duty to supply accurate information and amend said reports when so needed.
- (6) *Creation of a lobbyist log.* The town clerk shall publish logs on a quarterly and an annual basis reflecting the lobbyist registrations which have been filed in accordance with this section. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the Florida Legislature pursuant to F.S. § 11.045.
- (7) *Town clerk to publish information.* The town clerk shall publish to the town commission, town appointed boards or committees, town manager and other personnel a list of registered lobbyists and their principals, for which they are authorized to lobby, and any other disclosure made to the town clerk that is required pursuant to state and county law. The information shall be disseminated by the town clerk prior to town commission meetings and public hearings.
- (8) *Town sign-in sheet.* Every lobbyist and principal of a local business shall sign in at the front desk each time he or she meets with town personnel at a town facility, or shall deliver a memorandum of said meeting to the town clerk within 24 hours of meeting with town personnel at any other location, and shall inform the town clerk, in writing, of (1) the name of the lobbyist or the principal of the local business; (2) the town personnel in attendance; (3) the time and place of the meeting; and (4) the issue discussed. The issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable to a pending request for a proposal, invitation to bid, or public hearing item.

(9) *Penalties for violation.*

- a. The town clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.
- b. A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade County Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.
- c. The Miami-Dade County Commission on Ethics and Public Trust shall investigate any person engaged in lobbying activities who may be in violation of this section. In the event that a violation is found to have been committed the Miami-Dade County Commission on Ethics and Public Trust may, in addition to the penalties set forth in this section, prohibit such person from lobbying before the town commission or any committee, board or personnel of the town as provided herein.
 - i. Every lobbyist who is found to be in violation of this section shall be prohibited from registering as a lobbyist or lobbying in accordance with the following schedule:
 1. *First violation:* For a period of 90 days from the date of determination of violation.
 2. *Second violation:* For a period of one year from the date of determination of violation.
 3. *Third violation:* For a period of five years from the date of determination of violation.
 - ii. As used herein, a "direct violation" shall mean a violation committed by a lobbyist representing said bidder or proposer.
- d. A contract entered into in violation of this section shall also render the contract voidable. The town manager shall include the provisions of this section in all town bid documents, RFP, RFQ, and CDBG applications; provided, however, the failure to do so shall not render any contract entered into as the result of the failure illegal per se.
- e. All members of the town commission, and all town personnel, shall be diligent to ascertain whether persons required to register pursuant to this section have complied. Town commission members or town personnel may not knowingly permit a person who is not registered pursuant to this section to lobby the town commission members, or town appointed committee or board or town personnel.

- (10) *Lobbyist contingency fees prohibited.* No person may, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: (1) an ordinance,

resolution, action or decision of the town commission; (2) any action, decision or recommendation of the town manager or any town appointed board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town appointed board or committee.

- (11) *Conflict provision.* It is acknowledged that Section 2-11.1(s) of the Miami-Dade County Code is a minimum standard to govern lobbying activities. If there is any conflict between this section and the county code, this section shall control.

Sec. 2-236. - Relatives of commissioners on boards and committees.

No relative of a commissioner may serve on any commission appointed board or committee. For the purposes of this section "relative" shall mean, the commissioner's spouse, parent, children, step children, grandparent, aunt, uncle, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, first cousin, or grandchild. This section shall not apply to appointments made prior to the enactment of this article.

Section 2-237. - Disclosure of Business Relationships.

- (1) Definitions. For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:
- a. Business relationship. A member of the Town Commission or a Town Board has a business relationship with an Applicant, Interested Person or entity if any of the following exist:
1. The member of the Town Commission or Town board or committee has any ownership interest, directly or indirectly, in excess of 1% in the entity.
 2. The member of the Town Commission, Town board or committee is a partner, co-shareholder or joint venturer with the Interested Person in any business venture.
 3. The entity or Interested Person is a client of the member of the Town Commission, Town board or committee, or a client of another professional working for the same employer as the member of the Town Commission, Town board or committee.
 4. The member of the Town Commission, Town board or committee is a client of the entity or the Interested Person.
 5. The entity or Interested Person is a customer of the member of the Town Commission, Town board or committee (or his or her employer) and transacts more than 5% of the business in a given calendar year of the member of the Town

Commission, Town board or committee (or his or her employer) or more than \$25,000 of business in a given calendar year; or

6. The member of the Town Commission, Town board or committee is a customer of the entity or the Interested Person and transacts more than 5% of the business in a given calendar year of the entity or Interested Person or more than \$25,000 of business in a given calendar year.
- b. *Applicant.* Any individual or entity requesting action of the Town and all persons representing such individual or entity (including, but not limited to, all attorneys, architects, engineers and lobbyists), and any individual who, directly or indirectly, owns or controls more than 5% of any such entity requesting action of the Town.
- c. *Interested Person.* Any person who speaks for or against any resolution or ordinance before the Town Commission or for or against any matter before any Town board or committee who has a direct financial interest in the action (including, but not limited to, vendors, bidders and proposers), except that owner-occupied residential property owners shall not be deemed to have a direct financial interest in zoning and/or land use decisions that may affect their property or the value thereof.

(2) Disclosure of Business Relationships.

- a. Time of disclosure. Except as prohibited by law, each member of the Town Commission or any Town board or committee shall disclose the existence of any Business Relationship of which he or she is aware that he or she has, or has had within the prior 24-month period, with any Applicant or Interested Person, at the time that the Applicant or Interested Person appears before the Town Commission, Town board or committee.
- b. Disclosure subsequent to action taken. Except as prohibited by law, if a member of the Town Commission or any Town board or committee learns, within 30 days after action is taken in connection with any Applicant or Interested Person appearing before the Town Commission or Town board or committee, that he or she had a Business Relationship with any Applicant or Interested Person who appeared before the Town Commission or Town board or committee, he or she shall disclose such Business Relationship in writing to the Town Clerk that was not disclosed at the initial meeting.
- c. Establishment of Business Relationship after appearance. Except as prohibited by law, ii a member of the Town Commission or any Town board or committee establishes a Business Relationship with any Applicant or Interested Person within 12 months after the Applicant or Interested Person appeared before the Town Commission or Town board or committee, the member of the Town Commission or

Town board or committee shall disclose such Business Relationship in writing to the Town Clerk.

- d. Abstention. In any situation where a member of the Town Commission or Town board or committee discloses a Business Relationship under this Section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.
- e. Failure to disclose. If any member of the Town Commission or Town board or committee believes that another member has willfully failed to make a disclosure required under this Section, he or she may submit evidence supporting the alleged failure to disclose to the Town Manager, who shall place the item on the next available regular Town Commission Agenda. If three or more members of the Town Commission determine that an accused Town Commissioner willfully failed to make the require disclosure, the accused Town Commissioner shall be deemed to be censured. If three of more member of the Town Commission determine that an accused member of a Town board or committee has willfully failed to make a required disclosure, the accused board or committee member shall be removed from the board or committee. The Town Commission has primary jurisdiction to enforce this Section and no such authority is conferred on the Miami-Dade Commission on Ethics and Public Trust to investigate alleged failures to disclose Business Relationships under this Section.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. 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 5. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective on second reading upon adoption.

PASSED AND ADOPTED on first reading this ____ day of February, 2019.

PASSED AND ADOPTED on second reading this ____ day of _____, 2019.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.,
Town Attorney



MEMORANDUM

ITEM NO. 4B1

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: 03/12/19
Subject: Prohibiting Hotels in H40

Commissioner Karukin presented a discussion item (attached) at the February 12, 2019 Commission meeting to prohibit hotels in the H40 district. This area is generally described as the west side of Collins Avenue, south of 93rd Street to 88th Street. The Commission directed staff to prepare an ordinance addressing this limitation.

Staff Findings: The code modification proposed will continue to permit accessory uses on the west side of Collins Avenue but would prohibit hotel rooms. The modification will be within the table of uses and will not impact the comprehensive plan.



Reviewed by Guillermo Olmedillo

Prepared by: SSG



**Town of Surfside
Town Commission Meeting
February 12, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: February 12, 2019

From: Commissioner Michael Karukin

Subject: Prohibit Hotels in H40 zoning district south of 93rd Street within the Moderate High Density Residential area of the Future Land use map

Title – Prohibit Hotels in H40 zoning district south of 93rd Street within the Moderate High Density Residential area of the Future Land use map (see figure 1).

Objective – Improve residential quality of life by preventing any more large scale hotel projects in an area that is supposed to be reserved for moderate high density residential development.

Consideration – In 2009, Comp Plan policy 3.9 was modified (now policy 3.6) expanding the locations of where a “tourist facility” such as a dedicated hotel can be built from only “the east side of Collins Avenue” to the west side, spanning the Collins to Harding corridor covering 2 additional land use categories. As indicated by the tracked changes version of the 2009 EAR report, the Moderate Density Residential Tourist and Moderate High [Density] Residential land use categories were added to the policy thereby increasing the land area that would allow dedicated hotels to be built (see figure 2).

Now that we have some experience with large scale hotel projects, and in order to preserve and protect the residential character of a portion of the city that is supposed to be restricted to moderate high density residential development, and to mitigate the negative consequences to residential quality of life from commercial development in the area due to property aggregation, it seems it is in the best interest of the city to restrict the ability for large dedicated hotels to be built in that portion of the town zoned H40 and covered by the Moderate High [Density] Residential land use category as illustrated in the future land use map FLU-7.

This restriction was attempted in 2016 during the comprehensive plan amendment process but due to the complexities and risks associated with the comprehensive plan approvals from the State, using comp plan as a means to achieve the restrictions did not work. When I asked staff about resurrecting the same request to modify the comp plan, staff reminded me of the State approval process for any comp plan amendments could delay or even make matters

worse. However, staff creatively suggested that this objective can be achieved using zoning code modifications instead.

Recommendation – Our rules to direct staff to work on ordinances require direction from the TC. Therefore, I am asking the TC to direct the TM to develop an ordinance for our consideration that restricts hotel projects in the H40 zoning district south of 93rd Street within the Moderate High Density Residential area of the Future Land use map for first reading at the March 2019 Commission meeting.

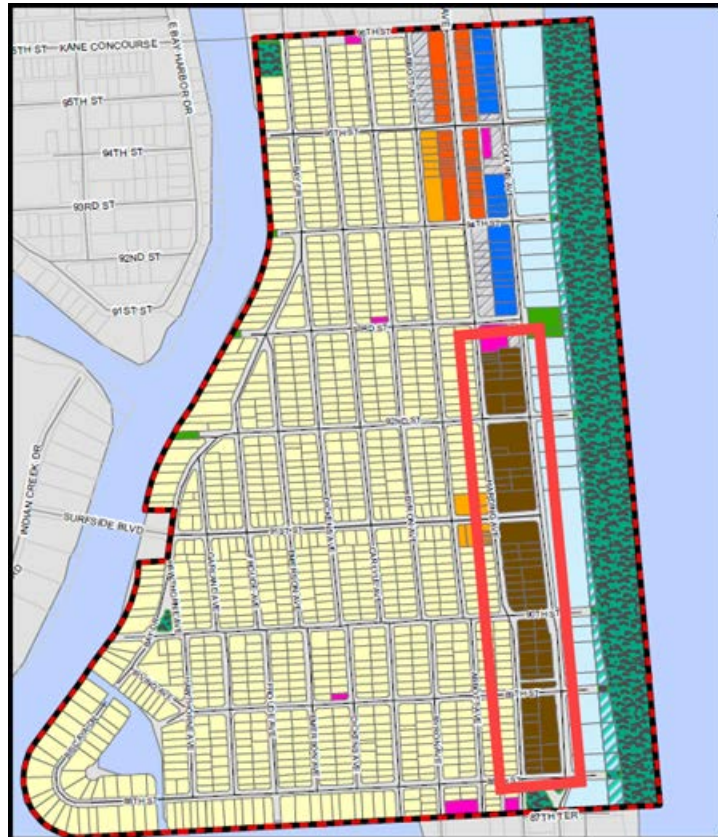


Figure 1 Area of surfside showing moderate high density residential designation

Tracked changed version of old comp plan showing cross out of east side of Collins and addition of other land use categories from 2009 EAR Report.

What was policy 3.9 is now policy 3.6.

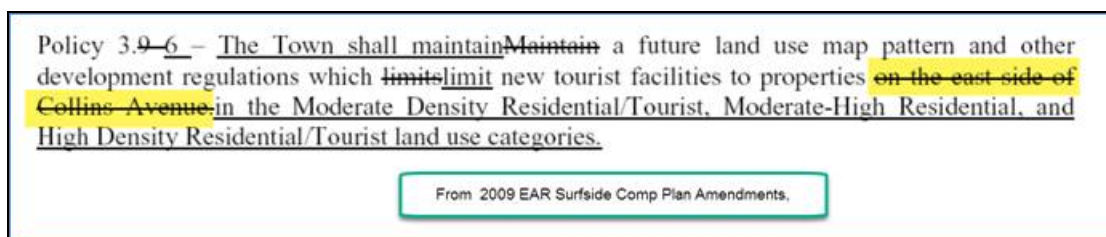


Figure 2 Tracked change version of comp plan policy 3.9 now policy 3.6

ORDINANCE NO. 19 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside ("Town Commission") finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in
6 order to update regulations and procedures for maintain consistency with state law and to
7 implement municipal goals and objectives; and

8 **WHEREAS**, on February 12, 2019, the Town Commission directed staff to evaluate and
9 prepare an ordinance prohibiting hotel use within the H40 zoning district south of 93rd Street; and

10 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,
11 held its hearing on the proposed amendment on _____, 2019 with due public notice and
12 input; and

13 **WHEREAS**, the Town Commission held its first public hearing on March 12, 2019 and
14 recommended _____ of the proposed amendments to the Code of Ordinances having
15 complied with the notice requirements by the Florida Statutes; and

16 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
17 these regulations as required by law on _____, 2019 and further finds the proposed
18 change to the Code necessary and in the best interest of the community.

19
¹Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF
THE TOWN OF SURFSIDE, FLORIDA¹:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by
this reference:

Section 2. Town Code Amended. Section 90-41. – “Regulated Uses” of the Surfside
Town Code of Ordinances is hereby amended and shall read as follows¹:

Sec. 90-41. Regulated uses.

(a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district
in which they are located and are deemed to be consistent with the comprehensive plan.
These uses are permitted as of right, subject to the required permits and procedures
described in this section. Permitted uses require final site plan review and approval for
compliance with the standards applicable to a particular permitted use as provided in this
zoning code.

(b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use
in this chapter shall be established until after the person proposing such use has applied for
and received all required development permits.

(c) Table—Regulated uses.

	H30A	H30B	H30C	H40	H-120	SD-B40
Lodging Uses						
Hotel	-	-	-	P(7)(31)	P(7)	-
<u>Hotel Accessory Uses</u>	-	-	-	<u>P(7)</u>	<u>P(7)</u>	-
Suite Hotel	-	-	-	P(7)	P(7)	-

Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

(d) *Uses table notes.*

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

(7) May provide a beauty/personal services, dining room, and coffee shop, bar or cocktail lounge, telegraph office, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to wear shops, travel agencies, gift and sundry shops, coin operated machines, washing machines, and marble, coin or amusement machines (other than gambling devices), and diet and health spas providing services solely to guests; provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel or motel.

* * *

(31) Hotels must be located north of 93rd Street. Hotels are prohibited south of 93rd Street.

* * *

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 5. Inclusion in the Code. 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. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall become effective upon adoption.

PASSED and ADOPTED on first reading this 12th day of March, 2019.

PASSED and ADOPTED on second reading this _____ day of _____, 2019.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Daniel Gielchinsky
Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

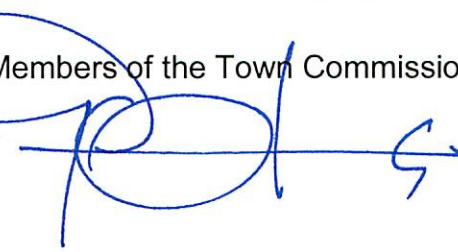
**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole and Bierman, P.A.
Town Attorney



MEMORANDUM

ITEM NO. 5A

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: March 12, 2019
Subject: Resiliency Planning Support

The Florida Green Building Coalition Certification (Certification) was identified in the Mayor's Town Commission memorandum dated December 1, 2017 titled "Additional Sustainability Initiatives" and approved in the FY2018/2019 Budget (Attachment A).

Upon further review of the requirements, and with the Town Commission directed new Sustainability and Resiliency Committee (SRC), the Administration researched better options for the utilization of this funding.

With the approval of the accompanying Work Authorization No. 113, Calvin, Giordano & Associates, Inc. (CGA) will provide a comprehensive review of resiliency actions taken by the Town, provide a synopsis of where the Town is today on this matter, and provide an "Action Plan" incorporating best practices that will assist in guiding the Town Commission, the Planning & Zoning Board and the SRC.

The, not-to-exceed, \$30,541.72 funding for this initiative is \$4191.72 over the FY2018/2019 budgeted Certification program modification. This difference will be funded from the FY2018/2019 Budget contingency.

Existing staff will be assisting CGA on the plan. Other involvement will be determined by the Town Commission actions directed once the plan is reviewed.

The accompanying resolution authorizes the Town Manager to execute CGA's Work Authorization No. 113 in the, not-to-exceed, amount of \$30,541.72.

Reviewed by

Prepared by 

FY 2019 New Program Enhancement (Modification)

Florida Green Building Coalition Certification				
Department Name	Division Name	Funding Source	Department Priority	Total Requested
Executive	Planning	General	2	\$26,350.00
Justification and Description				
<p>Obtain a Florida Green Building Coalition Certification for the Town. This initiative was identified in the Mayor's Town Commission memorandum dated December 1, 2017 titled "Additional Sustainability Initiatives" and endorsed by both the Planning & Zoning Board and the Sustainability Sub-Committee. The FGBC Green Local Government Standard designates Green Cities and Green Counties for outstanding environmental stewardship. It is expected that certified green city and county governments will not only gain recognition and publicity, but also function in a more efficient manner through better internal communication, cost reductions, and effective risk and asset management.</p>				
Benefits or Alternative/Adverse Impact if not funded				
<p>Following the green designation standard will likely lead to reduced government utility use, reduced waste and reduced expenditures on toxic cleansers and pest controls.</p>				
New Personnel				
Number of Positions	Title	Salary	Fringe Benefits	Cost
Other Recurring Operating Costs				
Account Number	Description			Cost
One Time Costs				
Account Number	Description			Cost
001-2000-524-3110	Florida Green Building Coalition Certification			\$26,350.00

RESOLUTION NO. 2019- ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 113 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR RESILIENCY PLANNING SUPPORT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act”), the Town of Surfside (“Town”) entered into a Continuing Professional Services Agreement (the “Agreement”) with Calvin Giordano & Associates, Inc. (“Consultant”) for professional general architectural, engineering, and surveying and mapping services on October 6, 2014; and

WHEREAS, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into Work Authorization No. 113 (“Work Authorization”) attached hereto as Exhibit “A”, authorizing the Consultant to provide resiliency planning support for the Town (“Services”), including a comprehensive review of past resiliency actions taken by the Town, an overview of climate change factors, future resiliency steps to be taken in an Action Plan, and review of other action plans and recommendations implemented; and

WHEREAS, the Work Authorization attached as Exhibit “A” provides for a scope of services detailing the Services to be provided by Consultant, as well as compensation for the Services in an amount not to exceed \$30, 541.72; and

WHEREAS, Consultant has agreed to provide the Services described in the Work Authorization to be entered into with the Town; and

WHEREAS, the Town Commission finds that approval of the Work Authorization between Consultant and the Town is in the best interest of the Town.

**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 of Work Authorization. The Work Authorization of the Consultant to provide the Services attached hereto as Exhibit “A,” as acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved. The Town Manager is authorized to execute the Work Authorization attached hereto as Exhibit “A” on behalf of the Town.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of March, 2019.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Attest

Daniel Dietch, Mayor



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

January 30, 2019

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 113
Resiliency Planning Support
CGA Proposal No. 18-1124

Dear Mr. Olmedillo,


Enclosed for your review and approval is Work Authorization No. 113 for Resiliency Planning Support.

The Scope of Services to be furnished under this Work Authorization includes Environmental 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 \$30,541.72.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.


Chris Giordano
Vice President

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

TOWN OF SURFSIDE
Resiliency Planning Support

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 Environmental Services

- A. The Town has actively been working on resiliency concerns on an ongoing basis. However, to date, no cohesive plan or documentation of the Town's efforts or opportunities have been documented. In furtherance of community resiliency CGA will assist the Town with the following requested tasks:

1. Documentation and report preparation to include:

- Collating a brief synopsis of all past adaptation, mitigation and resiliency actions taken by the Town to date,
- An overview of the climate change factors challenging resiliency and a “Where we are now” statement,
- Future resiliency steps to include an ‘Action Plan’ identifying potential future steps that must be feasible, tangible options, with options relating to all functions including operations, codes, coordination and public outreach, and
- Review of Miami Beach actions and plans, Climate Compact recommendations, and Sol Smart designation requirements to aid in Action Plan options determinations.

2. Complete the Town Emissions Inventory committed to in the Mayors Climate Action Pledge, to include:

- Data Collection,
- Data entry and upload, and
- Coordination with staff and external agencies.

3. Meeting Attendance to include:

- Four (4) Sustainability Committee meetings,
- Four (4) Planning and Zoning Meetings,
- Three (3) Commission Meetings, and
- Five (5) coordination meetings with Town Staff.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$29,087.35 plus reimbursables at \$1,454.37 with a total not to exceed amount of \$30,541.72. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____

Chris Giordano

Date: _____

1/30/19

4. APPROVAL

Approved by: _____

Guillermo Olmedillo, Town
Manager

Date: _____

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO. 113
PROJECT NAME Resiliency Planning Support
CGA Proposal No. 18-1124
DESCRIPTION Resiliency Planning Support

TITLE	RATE	HOURS/UNITS	COST
Environmental Administrator	\$135.29	215	\$29,087.35
			\$29,087.35
SUB-CONSULTANTS			COST

LABOR SUBTOTAL	\$29,087.35
REIMBURSABLE SUBTOTAL	\$1,454.37
TOTAL	\$30,541.72

Reviewed by: _____
Guillermo Olmedillo, Town Manager

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



MEMORANDUM

ITEM NO. 5B

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: March 12, 2019
Subject: ADA Website Compliance

The Department of Justice has provided rules and regulations for websites to contain assistance for individuals with disabilities. These regulations are reflected in Section 508 of the Rehabilitation Act and reflect WCAG 2.0 standards. Adherence to these guidelines is vital to ensure all users receive an indiscriminate experience throughout the website.

After vetting three (3) which offer ADA compliance analysis and remediation, Level Access was determined to be the lowest and most responsive proposal:

- 1) Bureau of Internet Accessibility: \$22,700 initial cost for limited site pages / \$7,500 annual cost / limited training
- 2) Compliance Sherriff: Did not meet the services required of the Town including remediation training
- 3) Level Access: \$15,000 initial cost for entire site / \$995 annual cost / training available

Level Access offers access to overlay software which can identify website compliance issues. For analysis and remediation, they provide access to a web-based dashboard that details the issues' severity, notice and tractability: how severe the issue, how much it is noticed by disabled users, and how easy it is to fix. The software also provides details on how to achieve compliance in the website's code as well as score the site for meeting WCAG 2.0 standards.

The company also offers PDF remediation and can assist with some of the more problematic documents. The cost for this service cannot be defined until the software is operational. Remediation can range from a couple of hundred dollars to several thousand dollars depending on the number of PDFs and their composition.

It is anticipated that through the litigation process for website compliance, a date is usually set to have documents come into compliance from that date on with the remaining

documents (prior to that date) given a reasonable amount of time for compliance. Some organizations requiring a larger number of documents to be adjusted have been able to address these at the request of the disabled user and, therefore, not required to amend the documents.

PDF remediation will need to be addressed by the Town Commission at a later date once the above materializes. In the interim, the Administration is recommending purchasing the training option. With training, existing staff will be able to proactively address any future PDF issues.

As this is an unbudgeted item, the initial cost of \$15,000 and training at \$8,000 will be covered under the current fiscal year's contingency line item (\$23,000 total). The annual cost for on-going software support at \$995 will be addressed through the budget process.

Existing staff would be utilized to work on this initiative with the assistance of Calvin, Giordano & Associates under their existing agreement.

The Administration recommends approval and seeks authorization to enter into an agreement with Level Access as defined above and in the agreement attached to the accompanying resolution.

Reviewed by

Prepared by



RESOLUTION NO. 2019 _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROPOSAL OF LEVEL ACCESS FOR ADA WEBSITE COMPLIANCE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE MASTER SERVICES AGREEMENT AND ADDENDUM THERETO IN FORM AND SUBSTANCE ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) desires to comply with the American with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act in the accessibility of its website by all users; and

WHEREAS, the Town solicited quotes from vendors for ADA compliance and remediation services for the Town’s website, and finds that Level Access, Inc. (“Level Access”) presented the lowest and most responsible proposal for the services, as attached hereto as Exhibit “A” (“Proposal”);

WHEREAS, pursuant to the Proposal, Level Access will provide an accessibility audit package that includes software for monitoring and remediating issues with on-line consulting support and training at a total cost of \$23,000; and

WHEREAS, Level Access has agreed to provide the deliverables and services, and the Town desires to enter into the Master Services Agreement substantially in the form attached hereto as Exhibit “B”, together with the Addendum attached hereto as Exhibit “C”, as approved in form and substance by the Town Manager and Town Attorney (collectively, the “Agreement”); and

WHEREAS, the Town finds that the Agreement is in the best interest and welfare of the Town.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Agreement, substantially in the form attached hereto as Exhibit “B”, together with the Addendum attached hereto as Exhibit “C”, are approved, subject to such changes as to form and substance as may be acceptable to the Town Manager and the Town Attorney. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town.

Section 3. Implementation. The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend the amount of \$23,000.00 for the services.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 12th day of March, 2019.

Motion by _____.
Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

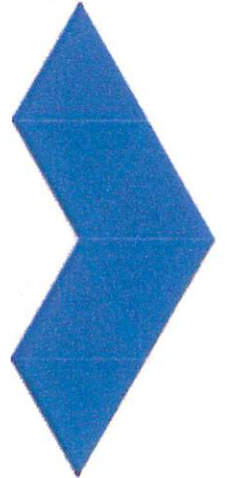
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Acceleration Package Proposal



Prepared For:
Town of Surfside

Prepared By: Victoria Barnes
Account Manager
victoria.barnes@levelaccess.com
(703) 635-3408



Executive Summary

At Level Access, we recognize that accessibility testing is only useful to an organization if the results are actionable. Developers must be able to not only understand the test results but also have the guidance to remediate any violations identified in the testing process. We also recognize that sometimes organizations don't have the budget to invest in expensive testing tools, long-term support services, and advanced training; instead, organizations need a solution that delivers usable results quickly within a helpful support structure.

In response to this demand, Level Access has created the Acceleration Package which provides a bundle of enabling services to get organizations quickly moving in accessibility. Under this package, Level Access will gather the data necessary to evaluate the accessibility of Town of Surfside's web sites and applications and develop a strategy for remediating the relevant assets. Activities will include:

- Deploying Access Analytics to automatically test live a live site upon page load to continuously track issues and remediation progress.
- Identifying the overall compliance of Town of Surfside's web system(s) with key digital accessibility requirements, while analyzing the structure and assets on the system/asset.
- Collaborating with Town of Surfside to jointly identify, select, and prioritize modules (page templates) and use cases (key workflows) for concentrated testing efforts.
- Holding delivery meetings with relevant Town of Surfside team(s) to review latest results from each weekly testing sprint and jointly work to re-prioritize remaining pages, adjust testing efforts, and determine further actions or next steps.
- Supporting Town of Surfside's teams in implementing measures to improve accessibility and validating the proper implementation of accessibility fixes with Access Advisor
- Providing Town of Surfside with Access Alchemy, a web overlay tool, to apply fixes for certain issues directly from the browser without having to access the source code.

The process will be split into two phases. First, Level Access will work with Town of Surfside to complete an assessment of the systems covered under this proposal. Second, Level Access will support Town of Surfside's developers in implementing accessibility across the key systems. This will ensure that Town of Surfside's developers will not be left to fend for themselves once testing is complete and the reports are delivered. Instead, Level Access will partner with Town of Surfside to provide support until developers are sure of what comes next, and what they need to do to make the best use of the testing results obtained from the accessibility audit.

Overview Pricing

Product or Service	Description	Term	Cost
Acceleration Package	Accessibility audit package that includes software for monitoring and fixing issues with on-demand consulting support.	One-Time	\$15,000
• <i>Access Discovery - www.townofsurfsidefl.gov</i>	One-time	One-time	INCLUDED
• <i>Access Alchemy Annual Subscription Tier One</i>	6 months	Annual	INCLUDED
• <i>Access Advisor Annual Subscription - Custom Edition – 24 hours/Six-month trial*</i>	6 months / 24 hours	Annual	INCLUDED
• <i>Access Analytics Annual Subscription</i>	1 year	Annual	INCLUDED
Acceleration Training Package	Key training and resources to grow accessibility knowledge.	One-Time	\$8,000
	5 Licenses to Access University	Annual	
Order Total			\$23,000

Level Access expects this to be a firm, fixed price contract.

Absent other documentation provided in the procurement process the Governing Agreement for this Proposal will be Level Access's [Master Subscription Agreement](#)³.

All fees will be billed as of the Order Effective Date due Net 30.

¹ Term refers to the Subscription Term for the Product or Service. The Subscription Term begins as of the Order Effective Date.

² Annual Cost refers to the first-year cost. Subsequent year costs are defined by the relevant terms of the Governing Agreement

³ <https://www.levelaccess.com/msa/>



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Acceleration Package

Overview

During the Access Discovery project, Level Access will gather the data necessary to evaluate the accessibility and compliance level of Town of Surfside's website and develop a remediation strategy. Activities in this project will focus on (i) identifying the overall compliance of Town of Surfside's web systems with key digital accessibility requirements, (ii) analyzing the structure and assets on each system, and (iii) understanding system and page use and risk profiles. This information will inform a **compliance, priority, and risk model** that can be used to order remediation activities throughout the project.

What Level Access Will Do:

- Supply Town of Surfside a demo instance of Access Analytics to continuously track issues and remediation progress
- Identifying the overall compliance of Town of Surfside's web system(s) with key digital accessibility requirements, while analyzing the structure and assets on the system/asset
- Collaborating with Town of Surfside to jointly identify, select, and prioritize modules (templates) as well as functional use cases (key workflows) for concentrated testing efforts
- Holding delivery meetings with relevant Town of Surfside team(s) to review latest results and jointly work to re-prioritize remediation work, adjust testing efforts, and determine further actions or next steps
- Deploying a demo instance of Access Alchemy, a web overlay that can deliver fixes to certain accessibility issues on websites upon page load

The information gathered from the above activities will inform a compliance, priority, and risk model that can be used to guide remediation activities throughout the active project. Level Access and Town of Surfside will partner together to review the current backlog of identified issues and re-prioritize continuing efforts accordingly.

Access Analytics

Overview

Organizations can find Web Accessibility complex and unclear in terms of which actions to take or how a system's issues can change over time. Access Analytics monitors live websites and provides clear, understandable dashboards which allow users to spot important patterns or trends and focus efforts around the most at-risk areas. With Access Analytics you can get a high-level overview of your system's accessibility issues, so you can make data-backed decisions, monitor for changes, and measure progress.

Access Analytics is a JavaScript package that collects accessibility-related data from live sites upon page load. This allows organizations to continuously monitor sites, so they can highlight priority areas and measure risk exposure over time.

Access Analytics can be deployed to a single site – or to thousands – with equal ease and seamlessly scales up to support millions of page views. Users can also use report dashboards to analyze compliance of sites and applications by a variety of groupings including section, site,



host, and domain. Because Access Analytics tests every time a unique user visits and catches violations that were encountered in real time, Access Analytics is therefore monitoring for the most noticeable violations. Deploying the script can help your organization:

- Better prioritize efforts.
- Easily document progress.
- Spot important trends – like spikes in overall risk or new problem areas.
- Gather insights which can serve as a foundation for future organizational program, policy, and training initiatives.

The Dashboard

The dashboard includes four tabs: Compliance, Problem Pages, Violations, and Remediation. Each tab includes a number of widgets that display trends and information which are continuously updated.

- The **Compliance tab** provides a look at overall health and displays a Current Risk Score for the system that covers the past week, where the past week is seven days before the most recent Sunday (subtracting seven days closest Sunday). All violations found in the past week are used in this calculation. The tab also provides the following widgets: Total Pages Monitored, Current Violation Count, and Risk Score Over Time.
- The **Problem Pages tab** focuses on areas of concern and provides the following widgets: Total Pages Monitored, Pages Visited in Past Day, Risk Score by Page and Pages with Highest Risk Scores.
- The **Violations tab** explores the issues detected and provides the following widgets: Current Violation Count, Total Pages Monitored, Violations Over Time, and Best Practice Violations by Priority.
- The **Remediation tab** gives users key information to focus efforts and determine a plan of action in resolving violations. Widgets on this tab include: Current Risk Score, Current Violation Count, Current Violations by Media Type, and Risk for The Most Active Pages.

Rollout Process

Level Access will work with the members of Town of Surfside's development teams identified during the Kickoff and Walkthrough stages to support the rollout of Access Analytics across all relevant Town of Surfside systems. Level Access performs automatic testing of a subset of accessibility requirements, automatic discovery of systems, application pages, and linked assets, and then determines the relative access rates for various pages and assets.

Deploying Access Analytics

A unique script is provided on a per client basis. The script must be placed on every page of the site – barring any pages that should not be tested. To deploy the script:

1. On each page, in the heading section, copy and paste the given script as close to the <HEAD> tag as possible. Note that this should be done on all pages, on all domains that are to be tested.
2. When the script has been placed on each site, please notify the Level Access support team (or other designated contact) so Level Access can verify that data is being accepted properly.



Tag Manager Implementation:

The Access Analytics script is frequently deployed through a tag manager, such as Google Tag Manager. Level Access does not yet have specific tag manager-support, so the script above must be deployed via a custom HTML tag. Example documentation for Google Tag Manager.

Timeline

Implementing Access Analytics typically requires 1-5 business days in total.

Data Collection

Access Analytics does not collect any customer data entered into a web page by an end user. The Access Analytics script fires when the page begins loading and runs any testing as soon as the page load is complete – before a user would interact with the page. Additionally, the script does not capture and save any actual page or site content. The tool simply tests the page and records what kind, and how many, violations there are rather than recording each violation instance, ensuring no page content is collected or transmitted by our tool.

All Access Analytics data is communicated over a secure (https) connection and is stored via AWS (Amazon Web Services, Inc.), the industry-leading cloud platform.

The data collected includes:

- User Analytic Data
 - URL of page accessed
 - Time and date the page was accessed
 - Full Browser Agent String
 - e.g.
 - (windows nt 6.1; wow64; rv:50.0) gecko/20100101 firefox/50.0
 - (smart-tv; x11; linux armv7l) applewebkit/537.42 (KHTML, like Gecko) chromium/25.0.1349.2 chrome/25.0.1349.2 safari/537.42
 - Input Device
 - Mouse and Keyboard
 - Keyboard only
 - Voice
 - And more
- Accessibility Compliance:
 - Requirement that has failed an automated test
 - Number of times a requirement failed an automated test

Audit Methodology and Process

Kickoff

At the beginning of the approved project, a Level Access project lead or designated project lead from the accessibility services team will teleconference with a designated client project manager to confirm the goals, scope of work, timeline, and other project specific information. The client's project manager will provide Level Access with access to any needed system and points of contact within the development group. During the kickoff meeting the following activities will occur:



- **Scope Review** - Review the project scope and goals.
- **Project Plan Review** - Prior to the start of a project, Level Access will create a project plan reflecting Level Access's planned approach to performing the contracted work, including tasks, cost, timelines, and assumptions. During the project plan review, the draft project plan and timeline will be reviewed and discussed amongst all project stakeholders.
- **Project Role Review** – Review of all project stakeholders and their roles. This review will include an overview of any activities and resources needed by Level Access from the client to complete the project in a timely fashion.
- **Project Communication Plan Review** - Define client and Level Access primary and backup contacts for the project. This review will include a discussion of the escalation paths for project issues. Level Access generally provides two routes for escalating issues on projects – the primary through the project's staff and the second through a client's account manager.

Upon completion of the kickoff meeting, the Level Access project lead will send an e-mail to all project participants to:

- Define all project contacts and roles
- Define the project escalation path
- Share a project plan
- Confirm/deny system access and seek any additional credentials
- Request name, e-mail, and phone number of those that will receive an AMP deliverable

Walkthrough

Level Access will receive a walkthrough of the website that Surfside is concerned about for accessibility. The goal of the walkthrough is to provide an overview of the functionality of the system(s) to ensure that key portions are identified and discussed, including any relevant factors such as user types (e.g., general user versus administrator). The walkthrough should be provided by someone who is familiar with the general technical implementation and use profile of the system(s) but does not require an individual with intimate knowledge of its code-level implementation. The testing location, connectivity, and security requirements will also be discussed as part of the walkthrough. The walkthrough can occur in person or through a web-based videoconference. It generally lasts an hour, with an optional period of 30 minutes for questions.

Access Analytics Rollout

Level Access will work with the members of Town of Surfside's development teams identified during the Kickoff and Walkthrough stages to support the rollout of Access Analytics across all relevant Town of Surfside systems. Through this package, Level Access performs automatic testing of a subset of accessibility requirements.

Access Analytics is deployed by placing a JavaScript resource header within a website or application. The JavaScript has no discernible impact on page appearance or load time. In the case of mobile applications, Access Analytics will only be deployed to the applicable web-enabled components as it cannot be deployed to native mobile applications themselves. In this



manner, Access Analytics data collected from the web-enabled components will still be utilized to inform the mobile application audit where possible.

Manual Testing

The compliance data gathered via Access Analytics only provides information on the set of issues that can be automatically validated, which is just a fraction of accessibility requirements. Automated testing is useful for obtaining a high-level analysis of certain basic accessibility best practices. To best determine compliance with the remaining requirements, Level Access will provide global and manual testing on a sample set of pages in the system. Global and manual testing is completed using a variety of testing methods, including our manual testing methodology and additional automated testing tools. This ensures that intensive testing efforts are concentrated on the most critical and unique issues, rather than on a high number of duplicate issues that are common with many layouts or template-based systems.

Selection of Test Set

Level Access uses statistical sampling to determine the set of pages to be tested during the manual testing efforts. During this process, Level Access uses the data generated by Access Analytics to determine a sample set of pages that covers (i) a meaningful sample of the site user interfaces and (ii) a specific amount of the traffic of the system. This test set is then validated against the Access Analytics data to allow Town of Surfside to represent coverage metrics for the site as a whole.

To determine the sample size, Level Access adds pages to the sample set until a representative set (based on percent of the traffic) of the site is covered. This sample set is then grouped by visual layout and a sample set of each representative layout is completed during testing. This approach ensures that pages representing each of the core visual layouts are present in the sample set. In addition, Level Access can determine a basic margin of error rate for the sample size as applied across the traffic of the entire site.

Such a data-driven approach provides a high degree of defensibility to Town of Surfside as it allows claims of compliance to be mathematically defensible rather than based on the subjective criteria often applied to sites to determine accessibility. This provides Town of Surfside the ability to prove, and Level Access in turn to certify, specific levels of compliance based on objective, widely accepted mathematical principles.

The set of pages to be tested will be placed in an initial testing backlog. The backlog will initially be ordered based on the traffic to each page in the test set with higher traffic pages receiving priority. During the weekly Delivery and Planning sessions the backlog will be examined with the Town of Surfside team iteratively prioritized over the course of the project.

Weekly Test Sprints

Testing will be performed during intensive week-long 'sprints' where Level Access specialists will evaluate pages and perform a blend of testing methods according to the test set. At the conclusion of each test sprint, Level Access and Town of Surfside will meet via web conference for a delivery and planning session to review results and plan the next test sprint. After the initial week-long test sprint, culminating in the first delivery and planning session, Level Access will then test according to how the backlog is re-ordered or prioritized ensuring that the most



important parts of the system(s) are evaluated iteratively as the audit continues. The test sprints must occur in successive weeks and cannot be interrupted for a week or longer to resume at a later time.

The two test sprints (each one week in length) will focus on a prioritized sample set of pages/modules and the number of modules that will be tested depends greatly on the customer's system, for example, a site with lots of Responsive Web Design would require more in-depth testing and thus cover a smaller range of pages than a site with simpler design. Additionally, numerous issues will be redundant by nature and it makes sense to stop testing for issues after finding a certain preponderance of them and to instead concentrate efforts on additional issues that may be more unique or important to the system.

Delivery and Planning Sessions

Level Access and relevant Town of Surfside development team members will meet weekly via web conference to review the test results delivered in the prior week and examine the current testing backlog. The test results review provides a weekly forum for the people at Town of Surfside to review and integrate testing results into the development process. The sessions are also used to answer any general questions or troubleshoot problems or issues that may arise during the project. The backlog review allows the project to re-prioritize or adjust to support additional testing or remediation efforts as needed over the course of the project.

These sessions can be scheduled to match Town of Surfside specific stand-up meetings to coincide with development sprints or other pre-existing development activities where possible. In this fashion, the highest priority testing results, as reflected by the testing backlog order, can be continuously delivered to the team and slotted into development sprints. This approach ensures that Town of Surfside will always have the most important items tested and addressed first and allows the efforts to be modified or adjusted over the life of the project to maximize efficiency and effectiveness.

Assistive Technology Testing Approach

Level Access will work with Town of Surfside to jointly plan six hours of functional testing of key workflows that are critical to the overall experience of the system(s) or asset for assistive technology users. This includes the primary tasks or work flows that you would expect any user to be able to complete using your system(s) and they define the overall functionality of the system when using assistive technology. In the case of a job search site, that could be searching for a job or posting a resume while utilizing the JAWS (Job Access with Speech) screen reader. For a desktop application, such as Microsoft Word, it could be creating a new file, typing a new paragraph, and then saving the document as a PDF.

If a customer wants to use a certain version or type of assistive technology for whatever reason, then Level Access will need to evaluate this option.

Reporting

After the completion of the relevant number of testing sprints, Level Access's testing team will cross-validate the manual, assistive technology, and Access Analytics testing results and synthesize them into a single compliance data set. The data set will then be analyzed for violations that occur in patterns as well as in isolation and will map specific violation descriptions



against the modules in which each violation was found. The analysis phase also translates the large amounts of raw data produced during testing into a clear, concise, prioritized set of recommendations.

Report Delivery

Level Access will present the final set of findings in a series of online reports organized around the specific systems in place for the customer. This presentation is provided to the relevant stakeholders across applicable functional groups. This presentation serves several purposes:

- First, online delivery helps to raise awareness of compliance within the product groups.
- Second, online delivery allows for the clarification of report findings across all affected functional groups.
- Finally, it allows Level Access to establish next steps for different functional areas in the organization.

Timeline

In general, audit projects are completed in around three to six weeks from beginning to end. Project timelines can vary based on scope, available client resources, and client directed schedules. The exact schedule is determined and managed jointly with the customer and finalized as part of the Kickoff phase of the project. For most clients, however, the duration of each phase of is roughly as follows:

- Kickoff: 1 Business Day
- Walkthrough: 1 Business Day
- Access Analytics Rollout: 1 – 5 Business Days
- Testing Sprints: Two Week-long Sprints
- Results Delivery/Planning Sessions: 1 Business Day, occurs after the completion of each Testing Sprint

Project Deliverables

Summary Report – *A summary report of the audit findings.*

This consists of a summary of major accessibility and compliance concerns found in the system.

Report Dashboard – *A high level overview of the level of compliance of each system in a visual form.*

It includes comparisons of compliance over time, distribution of violations by severity, status of testing completion and top issues broken down by number of modules affected and the Severity, Noticeability, and Tractability (S/N/T) ratings for each violation.

Compliance Reports – *Projected compliance scores and percentage compliance ratings for each accessibility standard.*

This is provided for the overall standard and each specific paragraph, or checkpoint that is part of the standard. This provides a specific definition of the projected level of compliance of the system against specific statutory or policy requirements.

Violations by Priority – *Lists the Severity, Frequency, Noticeability, and Tractability (i.e., the typical degree of difficulty to fix) of each accessibility Best Practice that was violated.*



These factors are combined to establish a prioritization of the discovered violations. The violations are normalized on a scale from 1 (lowest priority) to 10 (highest priority), which offers a gauge of the development effort that may be required to remediate the problems and the order in which they should be remediated. This report can be exported via an Excel format.

Modules List – *Lists and illustrates all the modules that are tested.*

The list includes the name of the module, the location the module was captured from - typically a URL, a thumbnail screen shot of the module, the total violations found in the module, who completed the testing on the module and an indication of whether or not the manual testing has been completed on the module.

Module Detail(s) – *Depicts what violations are present in a single module and all modules in the report.*

The details include the accessibility Best Practice(s) that were violated, accessibility standards violated, the location of the issue and a description of the specific problem that caused the issue to be flagged. Depending on the type of audit and type of product, it may also include additional results from automated testing tools, whether the problem was part of a Pattern or was Global in scope, and the line, page number or XPath of the rendered, as tested module source. In AMP, users can select whether to display these Module-specific details for a selected Module only or for all Modules. This report can be exported into Excel or XML as needed and filtered based on the way the issue was diagnosed.

Violations – *Lists the accessibility Best Practices that were found to have been violated during testing.*

It also identifies the technology platform type to which each Best Practice belongs (e.g., Keyboard Accessibility, Forms) and the occurrence rate of the issue. This report is presented in a sortable list to group related requirements together. This report can be exported via an Excel format.

Violations Detail – *Provides the full Best Practice information for all issues encountered during the audit.*

It provides a long form alternative report to drilling down into each accessibility best practice through either the Module Detail(s) or Violations reports.

Violations by Standard – *Identifies which accessibility standard(s) map to which Best Practice.*

Examples include Section 508's Technical standards and its separate Functional Performance Criteria, and the Web Content Accessibility Guidelines for Level A and Level AA compliance. This can increase the understanding of the accessibility standards and may also serve as a partial basis for prioritizing the remediation efforts. This report can be exported to Excel.

Violations by Instance – *Provides a list of all the issues encountered during testing with information about the Module, Severity, Best Practice, Issues Description, and Note per issue.*

It provides an alternative, tabular format to the Module Details report listing all issues, with the ability to sort by each field independent of the Module. This report can be exported via an Excel format.

Access Advisor

Digital accessibility is extremely complicated work, and Level Access's team is comprised of the best analysts, testers, and developers in the accessibility field. Through Access Advisor, Level



Access team members will perform accessibility testing, answer technical questions related to accessibility implementation requirements (e.g., the ADA, Section 508, CVAA, and the WCAG) and address other common accessibility requests. This allows our customers to have the industry's best resources available to them with no overhead.

Access Advisor provides support to users in a way that works with their development and testing needs at the time they need it. This includes:

- **Ad-hoc Accessibility Consulting** - Included in Access Advisor subscription is ad-hoc testing support and development support, including access to our team of compliance and assistive technology testers who can provide validation of your implementations of accessible code. This allows your team to focus on business solutions for your users, eliminating development bottlenecks for formal accessibility validations.
- **Development Support** - Our team provides you with development support as you implement accessibility, giving your team detailed guidance for implementing specific accessibility requirements. Your development team can leverage our extensive expertise on technical accessibility implementations including ARIA and accessible JavaScript solutions.

System Testing Service Requests

The most common types of service requests under Access Advisor are testing requests to validate that a customer has properly implemented the relevant accessibility requirements. This testing ranges from informal, quick checks with assistive technology to full-scope, formal auditing of systems. The bulk of testing provided in this form will be quick tests for developers to ensure they are properly implementing accessibility requirements as they go. The following common types of service requests are completed as part of System Testing:

Quick Test – A request for a small amount of testing for a specific component, screen, or module of a system. Quick Tests provide for high-level feedback on key accessibility issues for systems. Quick Test service requests may include both technical and assistive technology testing activities.

Wireframe Review – A review of wireframes, visual design comps or other design artifacts for potential accessibility issues. This review focuses on identifying accessibility issues that may occur on the implementation of the design in working system code.

Assessment – A high-level test of a full system for accessibility. Testing is completed in key assistive technologies using a small sample test size and core manual tests. The goal of an Assessment is to identify most the types of issues in the systems and provide a high-level prioritization of how to fix those issues.

Audit – A detailed review of a system against all relevant standards and a broad set of assistive technologies. Auditing is completed using an extensive set of assistive technologies, a broad sample size and the full set of manual tests based on the relevant accessibility standard. The goal of the Audit is to identify all the issues in the system and provide a detailed roadmap for fixing the system. Audits are commonly delivered using an iterative test delivery methodology. This provides for the delivery of core issues within the first week of testing, additional weekly deliveries thereafter and a full of issues by the completion of testing. Audits conform to Level Access's full Unified Audit Methodology.



Ad-hoc Consulting Service Requests

Through Access Advisor, Level Access can provide incremental consulting and execution of ad-hoc consulting projects deemed relevant by Town of Surfside, on any areas relating to digital accessibility including:

Development Support

The Access Advisor team will answer technical questions related to the proper implementation of accessibility violations and provide direct support for development activities relating to accessibility efforts. Time allocated towards this type of activity allows developers to have the ability work directly with Level Access's senior services staff, including lead developers, to address and solve non-compliant code. This work can range from answering simple questions that may arise as developers begin the remediation efforts to developing actual implementations of accessible and compliant code. This allows clients to validate, in process, that developers are performing the right type of activities to achieve compliance.

Compliance Consultation

The Access Advisor team will answer technical and policy questions related to the Section 508 requirements, the Web Content Accessibility Guidelines (WCAG), web development practices relating to accessibility, assistive technology usage, or similar accessibility issues. These questions often pull on a mix of Level Access's regulatory, technical and functional expertise to be properly answered.

Agile Sprint Embedding

Level Access will assign someone from the Access Advisor team to be an embedded member of a Scrum team for a series of sprints. The Access Advisor team member will provide accessibility feedback to the team during the sprint actively influencing and directing the progress of the sprint. As needed the Access Advisor team member can accept aspects of the story that relate directly to accessibility and perform in process testing on user stories. Participation in this fashion ensures that accessibility feedback is provided when it is impactful - during the sprint – and not when it can no longer influence things after the completion of the sprint.

As part of Agile Sprint Embedding, as approved by the customer, Level Access will provide access to users with disabilities for story testing and acceptance. The focus of this is exposing the Scrum teams to real world users with disabilities throughout the development process.

For co-located teams that have a need for resources to be onsite Agile Sprint Embedding can include onsite resources as directed and available.

Support Statements

As part of completing a digital accessibility assessment, Level Access can (under Access Advisor hours) provide third-party certifications that a system reflects a specific level of compliance with the relevant accessibility standards. Organizations use these certifications as a competitive differentiator in the marketplace to prove that the application has met the challenge of exceeding a minimum level of accessibility. Level Access can provide a:

- WCAG Support Statement – The WCAG Support Statement provides the compliance level with each paragraph in the WCAG 2.0, Priority Levels A and AA. In addition to a



formal grade, it also describes specific accessibility features, documentation, and some types of accessibility problems.

Documentation Review and Updates

Many accessibility standards require that for a system to be considered accessible the entire use of the system supports access by individuals with disabilities. This includes the direct use of the system itself as well as the packaged documentation and training that are provided with the system. Through Access Advisor, Level Access can work with Town of Surfside documentation teams to assess the current accessibility of documentation templates and specify changes required to produce accessible, electronic documentation with no exceptional effort on the part of Town of Surfside.

Level Access can also work with Town of Surfside to provide alternative format documents on-demand. In practice, Level Access has found that alternative format documentation requirements tend to be exceptionally rare. As such, a reactive approach tends to be the most cost-effective way to ensure that alternative format documentation can be provided without having to invest in the creation and maintenance of alternative format documents that are unlikely to be used.

Regulatory Relationship Support

Level Access will work with Town of Surfside project managers to facilitate Town of Surfside's interaction with members of the public sector who are validating the compliance of Town of Surfside's accessibility activities. The focus of this level of support will be on ensuring clear definition is provided to the market on how Town of Surfside plans to achieve compliance and which requirements Town of Surfside will pursue compliance with. Regulatory relationship support activities include:

- Leveraging existing relationships with agency personnel to inform and shape compliance activities to the benefit of your specific accessibility approaches.
- Providing documentation and rationale for any modifications and extensions to agency accessibility requirements that are relevant to Town of Surfside.
- Mentoring agency personnel in Town of Surfside accessibility compliance methodology and testing criteria.
- Identifying and communicating any accessibility requirements that will need to be evaluated and approved by the agency for regulatory purposes.

Access Advisor Policies

Time will be charged against the Access Advisor Hours in quarter hour increments rounding up to the nearest quarter hour.

For each request submitted to Access Advisor, a quarter hour will be charged against the Access Advisor Hours. This deduction occurs solely against the incremental, additional time to resolve the request and does not include the initial quarter hour time for each request. If Level Access does not have the staff or expertise to directly resolve a request the customer will be presented with the incremental time cost to resolve the issue and the customer authorized submitter can decide if the resolution is warranted.



Upon request, Level Access can specify an Organization Administrator for the organization purchasing a subscription of Access Advisor. The Organization Administrator can reserve the right to approve a request that would require deducting more than a set amount of time from the Access Advisor Hours. Level Access will queue and review such requests with the Organization Administrator prior to approval. Upon request, Level Access will make available to the Organization Administrator a spreadsheet that records the specific tasks performed, the amount of time it took to perform those tasks, for whom it was performed, the completion date, and the number of Access Advisor Hours that remain.

Unless otherwise indicated in this Order Form the following Access Advisor Hours will be available:

- Access Advisor will provide 6 months and 24 hours of Access Advisor Hours to be used during the term of the Acceleration Package

Submitting an Access Advisor Service Request

Users may submit Access Advisor service requests directly through the Access Advisor support e-mail address (helpdesk@LevelAccess.com) or the appointed Level Access technical support representative. AMP-licensed customers can submit a service request via online support request form:

- In AMP, select the “Advisor” tab to be logged in to the Access Advisor portal.
- In the Access Advisor portal, select the “Get Consulting” tab.
- Select the relevant service request type and enter details about the service request in the form, then submit the form.
- A confirmation e-mail will be sent from the system with a reference number for the service request. Reply to this e-mail or comment directly in the Access Advisor portal to communicate further about the service request with the Access Advisor team.

Access Alchemy

Access Alchemy is a module of AMP (our accessibility management platform) that extends AMP’s accessibility testing functionality and provides the ability to specify and deploy fixes for site issues without requiring the user to modify source code. With Access Alchemy, users can quickly evaluate accessibility issues within a site and deploy systemic fixes in minutes.

Streamlined Testing

Testing can be time-consuming, but Access Alchemy streamlines this process in the form of a browser extension that is connected to the organization’s instance of AMP. Users can open any page in their web-based system and launch the extension to view all violations on the page. The relevant AMP Best Practices are viewed directly in the browser window to provide additional information about the nature of the violation. The details of the violation are displayed in Access Alchemy and the violation is highlighted directly on the web page itself.

Guided Fixing



Access Alchemy allows organizations to quickly fix some of the most common and noticeable accessibility violations without development effort. As users navigate through the violations on a web page, options to fix the violations are displayed along with the details of the accessibility issue and the user will be guided to the proper fix. A segment of JavaScript code unique to the organization's site is inserted on each page, allowing the specified fixes to be written to the page whenever it is loaded with no impact on page functionality, appearance, or load time.

Fingerprint-Based Fixes

Modern-day websites and web applications are built with reusable elements/widgets and are very template driven because this saves time and ensures consistency. This means most websites and applications have many instances of the same violation throughout the site, even on the same page. Fingerprints allow more accurate identification of elements that are reused across multiple pages over a system. When a user loads a page, Access Alchemy checks for any elements that match a fingerprint in our database. If there is a match, the defined fix is loaded even without the page being tested before.

This means customers can test something once, define the fix, and then Access Alchemy will deploy that fix anywhere else it applies to any issue on a system page with the script.

For example, if a common navigation menu appears on every page of the site, an alternative text fix applied to an element on the navigation menu on one page will be automatically applied to the navigation menu on every other page after the fix has been stored in Access Alchemy.

Compliance Tracking

Violations found by Access Alchemy in a web system, as well as the actions taken and details on them, are stored in the AMP database allowing an organization to view and track the compliance of the web system as they would with any other system managed by AMP. As the violations requiring manual intervention are fixed, their status is updated within AMP.

Reporting

AMP displays reports on data generated from testing as well as reports about the fixes that have been applied via Access Alchemy.

Centralized Standards Management

All testing controls, standard definitions, and Best Practices are centrally configured and automatically deployed across an organization from within AMP. Access Alchemy utilizes this configuration and makes use of the organization's customized set of Best Practices and standards against which their web system should be tested.

Best Practice Database

Access Alchemy utilizes AMP's library of over 1,500 accessibility best practices that are organized by technology platform and provided as part of the Learning Center within AMP. Users can make use of this library directly within the browser window as they are evaluating each page. The best practices library provides access to accessible development best practices



descriptions and guides for all platforms and across all standards currently supported in AMP. Each best practice guarantees access to:

- Descriptions of accessibility issues
- Compliant source code examples
- Non-compliant source code examples
- Recommended approaches and options for fixing a violation of a Best Practice
- Unit tests allowing for validation of the issue in a variety of fashions including automatic, manual, and Assistive Technology review
- Links to relevant public standards associated with the Best Practice
- Severity, Noticeability, and Tractability (SNT) metrics for prioritizing compliance violations across best practices

As users are evaluating each violation within Access Alchemy, they can use the best practices library to learn more about the nature of the violation and the recommended method for fixing it.

Onsite Accessibility Training

Live accessibility training is key to kicking off an initiative related to making your digital content and applications accessible to users with disabilities. Level Access's digital accessibility experts will administer a full day onsite session for Town of Surfside to accelerate its digital accessibility program.

Prior to the training, Level Access will have performed testing on key Town of Surfside systems to provide a sample of testing results that can then be used during the session. These results will illustrate accessibility issues in customer systems. This will ensure that your organization has a general understanding of the compliance of its systems and the nature of core accessibility violations going into the training. The information obtained from this testing will guide the formal training and informal consultation provided during the onsite sessions.

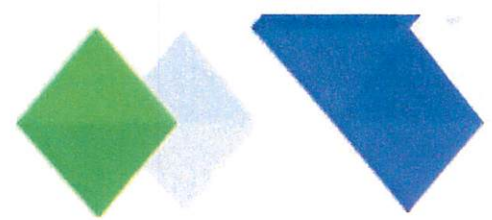
The overall focus of the training will be on the fundamentals of digital accessibility and the application of skills with an emphasis on hands-on activities. This will include examples coming from the evaluation of Town of Surfside's actual systems as completed in the audit.

Onsite Training

Our Teaching Philosophy

We believe that teaching accessibility and inclusion is a fundamental piece to all the work we do: it is the foundation of transformation. Most technical trainings in the digital industry focus on a download of knowledge. In our workshops, we'll use real-world examples from your web site and applications to teach accessibility concepts while ensuring that you also develop the skills that will be needed for self-sufficiency. Our approach focuses on skill-building for one simple reason: knowledge without action does not lead to change.

Ultimately we tailor workshops to your audience, ensuring that the experience of each participant is directly relevant to the challenges facing them and their teammates – whether it be about fixing specific issues to work better with voice recognition software, how to create designs



that meet the needs of people with low-vision, or how to ensure that the apps you create are read properly by VoiceOver on iOS and TalkBack on Android.

Our teaching begins with empathy and ends with action. We want your teams to understand the real impact that people with disabilities feel when they are locked out of interacting with your digital content, and we want to provide the tools needed to be truly successful in creating accessible online experiences, both now and in the future.

Overview

Our live, hands-on workshops are customized to meet the specific needs of our clients: we incorporate your business strategies; your content, voice, and tone; your UX team's design goals; your web development team's expertise; and your organization's web production environment to craft a fully personalized learning experience. Through the use of live demonstrations and hands-on exercises, your team will understand how to integrate web accessibility into their daily practices and workflow, and they will learn how to incorporate these considerations and techniques into future projects.

By using our customers' own design and development efforts as a cornerstone for all our teaching exercises, we provide practical and actionable approaches to implementing web standards and web accessibility requirements from the Web Content Accessibility Guidelines, Level A and Level AA (WCAG). Not only will we help you meet those requirements, but we'll take it a step further to ensure that all your digital creations are easy to use and create great experiences for people with disabilities.

These workshops are all designed to work together and support one another. For some organizations, we've provided two to three workshops per quarter each year, and for others, we do them in more rapid succession. Ultimately, we'll customize the content and delivery of these workshops to meet your needs.

Training Plans

Our customers often meet their immediate short-term goals for training by bringing our team in for one or two workshop sessions focused on specific roles. However, almost all of our customers work towards long-term sustainability by creating a training plan that aligns with their organization's needs. Similar to the process for creating specialized workshops, we collaborate to create a long-term, multi-year training plans. The plan will include recommendations on:

- Online courses and learning pathways in Access University by role
- Live training workshops by role for years one, two, and three
- Team training workshops on cross-functional special topics for year one, two, and three
- On-boarding learning paths for new hires and role transitions
- Informal learning activities and teaching opportunities for communities of practice
- Any other recommendations that we may have for you based on our work together

After each training delivery, we'll conduct a retrospective with your key stakeholders to review which parts of the training were well-received, which parts can be improved, and what lessons we have collectively learned from the training.



We build an annual review cycle into all of our training plans. We'll review the details with you at least once a year and share with you our assessment of where your organization and teams are with respect to learning accessibility knowledge and skills.

What You Can Expect Pre-Training

Approximately one week after we sign on to deliver training, we'll get together with you and your key stakeholders to refine what we're doing with training. There are a handful of items we should collaborate on as soon as possible:

1. **Goals and objectives:** We'll want to make sure we get all of your goals/objectives listed and tracked for our training team, and for you and your stakeholders.
2. **Training course creation/customization:** We collaborate with you and your teams to ensure that we meet your training goals. Together, we'll create a backlog of candidate topics for training, and then we'll work with you to prioritize and select topics that best fit your needs and objectives. The priority of training topics is usually determined by a few things:
 - The things you *know* you need from your experiences, team composition, and current knowledge and skill levels
 - The issues we found when reviewing your site for accessibility
 - Your product roadmap and plans – we'll look at what you're working on next, and tailor the workshops to best reflect what is ahead of you in the short and long-term

We'll review all that together and determine how much material and which topics are best to cover in the workshops.

3. **Participant details:** we know that this may change by the time we're delivering the training, but we want to make sure we know who is in the room for the training, including whether or not there will be remote participants. We'll also want to know a final head count for the training, and the roles of each person participating. If any participants have accessibility needs, this is the time to let us know so that we can be sure that everyone is able to participate in the training in a meaningful way.
4. **Logistics:** we'll work with your logistics and operations teams to make sure that we have all the technical requirements for doing the training as well as coordination for transportation, accommodations, meals, check-ins with security, contact details (including cell phones numbers for key contacts), and any other details we'll need to make sure things run smoothly.
5. **Regular check-ins:** We'll set up a cadence for us to check in with each other at regular intervals. We may need to connect with people on your team to ask questions of them, or to find out details of a particular web page, app screen, or a task flow that we're using to customize your workshops. We'll use these regular check-ins to see if everything is on track and to review progress. This is also the time for us to discuss any scope changes. If there are updates to priorities or training objectives and goals, the size of the audience, the duration of the training, or other aspects of the training, then we'll need to



review scope, cost, and timelines together to be sure that our original agreement and plan are still valid.

During Training

We'll be there. We'll teach. You'll love us, and our workshops.

After Training

We'll provide digital copies of the materials we presented during the training, and we'll conduct a formal retrospective with your team members and stakeholders.

Audience

- **Designers** – Designers responsible for building accessible user interfaces.
- **Developers** – Developers responsible for implementing accessibility requirements.
- **Quality Assurance** - Quality Assurance personnel tasked with testing and validating the accessibility and conformance of systems.
- **Authors** - Content Authors that are developing electronic documents.
- **Managers** - Product, Project, Development, Quality Assurance and Content Author Managers.

Logistics

- **Reference Materials:** Course reference materials, including course slides, will be emailed to Town of Surfside to be distributed to course attendees.
- **Instructors:** Up to Two (2) instructors from Level Access will deliver the on-site training courses.
- **Schedule:** The first half-day of training would be an afternoon session – 1pm to 4pm. The duration of a full day of training is 6 hours, which includes a morning session – 9am to 12pm – and an afternoon session – 1pm to 4pm – with a break for lunch in between.
- **Class Size:** The maximum class size is 20 to 25 students per class.
- **Classroom:** Onsite at Town of Surfside facilities. There is a need for these facilities to have internet access and an overhead projector.
- **Students:** Students should have access to computers – either their laptops or computers in a lab environment – so that they can complete the hands-on exercises.

General Training Coverage

Given the wide scope of user interface elements and content that could be deployed into Town of Surfside's systems, training that covered all possible accessibility issues for all possible roles would be extensive in nature. In practice, a small number of accessibility issue types tend to account for the vast majority of issues. Therefore, Level Access recommends that courses focus on a minimal, limited set of requirements of common issues for targeted, in-depth training. These courses would cover high-priority issues that are known to be relevant to each role rather



than the all possible issues that could apply. With this approach, team members are trained on key issues they are likely to encounter and are made aware of areas where they should request additional input and review from internal accessibility experts.

Program Notes

Calendar and Schedule: Level Access will coordinate with Town of Surfside to determine the exact calendar dates and training schedule.

Training Daily Schedule: For multi-day engagements, the first two days of formal training will consist of six (6) hours; the morning session for the training will begin at 9am and end at 12pm; there will then be a one-hour break for lunch; the afternoon session will begin at 1pm and end at 4pm. Any variance from this schedule will be documented and explicitly agreed to by both parties via e-mail.

Travel Expenses: For onsite training engagements Level Access will bill Town of Surfside for travel and accommodations separately and at a later date from the stated price in this proposal.

Recording, Captions, And Transcripts: Digital resources and reference materials are provided to workshop participants for use during and after training. There is an additional cost if you wish to record the on-site trainings. If training is recorded, all training videos must be transcribed and captioned.

Access University

It is difficult for web developers, designers, and many other roles to precisely identify what they need to change to make their digital assets accessible. Access University addresses this by offering a wide range of multimedia training courses to help organizations create accessible systems and digital content. Whether building websites, apps, software, or hardware, Access University has all the training materials Town of Surfside needs to comply with relevant laws and standards.

Online Course Access

An annual subscription provides unlimited access to all courses provided through Access University. Five (5) of Town of Surfside's team members can register for any of the online courses and they will have access to AMP Best Practices, job aids, testing manuals, training videos, and reference materials. It is an extensive amount of compelling, actively curated information that can radically accelerate knowledge acquisition in the field of study.

User Tracking and Management

Access University provides administrative control to users of specific systems, allowing organization administrators to observe their employees' progress, view notes, receive notifications on individual course completion, and obtain feedback on how users are progressing through the system. This ensures that Town of Surfside managers can easily receive up-to-date, precise information about the growth of their team's knowledge base.



Access University Courses

Access University offers the following courses and course packs. Town of Surfside has the option to add individual courses to existing course packs as relevant to the organization's needs. Should Town of Surfside desire, Level Access can also provide guidance on which courses are most relevant to the organization's development and accessibility needs.

Executive/General Awareness

The Executive/General Awareness Course Pack covers key issues relating to accessibility policy development and deployment within an organization. The curriculum includes course content relevant to organizations seeking to conform with the Section 508 and Section 508 Refresh standards, an overview of the differences between the current and past versions of WCAG, an introduction to the CVAA, information about the Americans with Disabilities Act and how it is interpreted and applied. Courses offered in this curriculum include:

- Accessibility Concepts – Version 2.0
- Introduction to JAWS
- Introduction to ADA
- Introduction to CVAA
- Introduction to Section 508
- Introduction to WCAG 2.0

Web Accessibility Course Pack

The Web Accessibility Training Curriculum teaches managers, developers, designers, and quality assurance specialists to create and/or test websites and applications to be accessible to persons with disabilities and compliant with relevant standards. The courses cover basic to advanced techniques for addressing accessibility errors and may be tailored to the experience level of the participants and the accessibility challenges faced by individual organizations. Specific emphasis is provided on developing go-forward solutions - ensuring accessibility is gradually injected into the development process. Courses offered in this curriculum include:

- Introduction to Web Accessibility
- Introduction to JAWS
- Introduction to ARIA
- ARIA for Developers I
- ARIA for Developers II

Content Editors

The Content Editors Course Pack prepares content authors to create electronic documents that are accessible to persons with disabilities. The curriculum includes a variety of courses on the creation of accessible files in key document publication tools including Word, PowerPoint, Excel, Adobe Acrobat, and Adobe InDesign. Courses offered in this curriculum include:

- Microsoft Office Word 2010 Accessibility
- Microsoft Office Word 2013 and 2016 Accessibility
- Microsoft Office Excel 2010 Accessibility
- Microsoft Office PowerPoint 2010 Accessibility
- Adobe Acrobat X Accessibility



- Adobe Acrobat XI Accessibility
- Adobe InDesign CC Accessibility

QA Testers

The QA Testers Course Pack focuses on training QA engineers in testing websites, applications and other IT systems for compliance with accessibility standards. The curriculum covers the methodology for testing systems and techniques for completing tests against specific standards. The curriculum includes a high-level overview of accessibility testing and methodologies for evaluation, an overview of common accessibility issues and how to detect them, and an overview of testing tools including automated software tools and assistive technology, as well as manual review techniques. Courses offered in this curriculum include:

- Screen Readers for Testers
- Accessibility Audit Methodology
- Accessibility Testing Tools Overview
- Introduction to JAWS
- Accessibility QA for the Web

Mobile Accessibility

The Mobile Accessibility Course Pack focuses on training Designers, Developers, and QA specialists to design, develop, and/or test mobile applications for compliance with accessibility standards. The curriculum covers the methodology for designing, developing, and/or testing systems and techniques for completing tests against specific standards. Courses offered in this curriculum include:

- Mobile Accessibility Basics
- Android Mobile Accessibility for Developers
- iOS Mobile Accessibility for Developers
- iOS Mobile Accessibility for Testers

Designers

Teach designers to create and/or test websites, applications, and documents to be accessible to people with disabilities and compliant with relevant standards. The courses cover basic to advanced techniques for implementing accessibility and may be tailored to the experience level of the participants and the accessibility challenges faced by individual organizations. Specific emphasis is provided on developing go-forward solutions - ensuring accessibility is gradually injected into the design process. Courses offered in this curriculum include:

- Accessibility Concepts – Version 2.0
- Introduction to Web Accessibility
- Mobile Accessibility Basics
- Adobe InDesign Accessibility

Quick-Start Lessons in Accessibility

Get educated quickly on important topics with our self-paced, short-form lessons. Level Access has crafted these lessons to help students digest useful information without the stress of taking a test and passing a longer course. These topics provide key information regarding specific



areas in accessibility which can provide students a useful head-start before consuming the rest of our more in-depth courses in Access University.

- WCAG 2.1 Exploring the New Success Criteria
- Quick Tips for Writing Meaningful Alt Text
- Best Practices for Creating Accessible Emails
- Writing & Reading Accessibility Conformance Reports in the VPAT® Format

Level Access Product Courses

Courses designed to give users a better idea of how to use various Level Access products in different ways to more effectively manage and execute digital accessibility initiatives and projects.

- AMP New User Orientation
- Using Access Analytics
- Using Access Alchemy
- Using Access Assistant
- Access University New User Orientation

Work For Hire Content

Level Access uses a large amount of pre-existing intellectual property in the creation and delivery of audits. Specifically, Level Access uses AMP (Accessibility Management Platform) to create, store, and deliver test results and the Unified Testing Methodology to govern the methods and techniques for the creation of these test results. *These pre-existing systems and methodologies, including AMP and the Unified Audit Methodology are not considered work product or work for hire materials under this agreement and no license, right or title is granted to them. Use of AMP is governed by the then current version of Level Access's Master Services Agreement.*

Outside of Level Access's pre-existing intellectual property, Level Access agrees for itself and its personnel that Town of Surfside will own all documents, deliverables, software, and any other materials made specifically for it in the course of providing services pursuant to this Order Form, all of which shall be considered "works made for hire" as such term is defined in 17 U.S.C. §101. In the interest of clarity, this means Town of Surfside owns the right to all audit content and findings but all right and title to Level Access's pre-existing intellectual property that is used to create and deliver those audits remains owned solely by Level Access.

Level Access Master Services Agreement

This Master Services Agreement (this “Agreement”) is entered into as of _____ (the “Effective Date”) between Level Access, Inc. (“Level Access”) a Delaware corporation and Town of Surfside, (“you”). The Agreement governs your use of Level Access’s products and services (“Services”).

This Master Services Agreement (the “Agreement”) is made between Level Access, Inc., a Delaware corporation (“Level Access”) and each party (“you”) that executes an Order Form for Level Access’s products and services (“Services”). This Agreement is effective as of the date of Customer’s initial Order Form. When you execute the initial Order Form you agree to the terms set forth below.

Now therefore, you and Level Access agree as follows:

1 General Terms

Level Access provides a suite of digital accessibility and compliance tools, which can be delivered as one-time services, subscription-based software and services, or both. This Agreement covers any software that Level Access may provide or services that Level Access may perform for you. If you are engaged in a free trial of any of these Services, this Agreement will also govern the terms of that free trial. Certain capitalized terms are defined in Section 12.

As a general overview, any work that is created specifically for you will be considered Work Product, as defined below, and you will own all the Work Product that is created specifically for you. Level Access uses pre-existing software, methodology and content that are used to create and deliver certain aspects of the work property (“Delivery Systems”). These Delivery Systems, inclusive of all Level Access Technology and Level Access Content, are considered the intellectual property of Level Access and no right, title or ownership in them is granted to you under this Agreement.

2 Services Terms

2.1 Work Product and Customer Data You Will Own

When Level Access develops content, findings documents, deliverables and any other materials specifically for you, you will own all the resulting work (“Work Product”). Work Product will be designated “Work for Hire” on the applicable Order Form, and in that case such Work Product will be deemed work made for hire pursuant to the U.S. Copyright Act, 17 U.S.C. §101 et seq, and any foreign equivalent thereof. On payment of all applicable fees, Level Access will assign to you all Intellectual Property Rights in the Work Product.

Customer Data includes information you provide Level Access pursuant to this Agreement or that Level Access generates while providing the Services. All Customer Data is yours and you grant Level Access no ownership rights in it.



2.2 Technology and Content Level Access Will Own

Level Access Content and Level Access Technology are materials and technology Level Access has developed to use across its customer base. Except for your license and use rights in this Agreement and your ownership rights in Work Product described above, Level Access and its licensors retain all title, ownership rights and Intellectual Property Rights in all of the Level Access Content and Level Access Technology.

The Level Access Technology and Level Access Content are protected by copyright and other intellectual property laws and by international treaties. Your only rights in the Level Access Content and Level Access Technology are the license and use rights in this Agreement, and even if the terms “purchase” and “sale” are used regarding software, your only rights in Level Access software are those of a licensee.

2.3 Acceptance of Deliverables.

If an Order Form requires acceptance of deliverables Level Access will deliver you a draft copy of the deliverable by email for review and acceptance and the acceptance process will be as follows (except as otherwise agreed in the Order Form):

- Upon receipt of the draft copy of the deliverables you will have 10 business days to formally approve or reject the deliverables.
- To formally approve the deliverables, you should indicate approval or acceptance via an e-mail.
- To formally reject the deliverables, you must provide a detailed description of why it was rejected and what items must be addressed for the deliverable to be deemed acceptable.
- If the rejection is based on factors or scope not identified in the Order Form, outside of the scope of the acceptance criteria, or outside of the scope of the project you must submit a change request to Level Access to add the factors to the acceptance criteria for the project. This may cause the project delivery schedule, dates, scope or approach to change.

Any deliverables will be deemed to be formally approved 10 business days after delivery absent other notice.

2.4 Subcontracting and Personnel Assignments.

Level Access may subcontract Services as needed for their effective delivery. Level Access will require its subcontractors to comply with the terms of this Agreement (including confidentiality obligations) and will remain solely responsible for the obligations performed by, and the acts or omissions of, any subcontractor. If Level Access subcontracts any portion of the Services hereunder the following shall apply:

- Upon request, Level Access will identify the subcontractors in writing prior to the start of any work.



- Level Access shall require any approved subcontractor having access to Confidential Information to agree to protect the confidentiality of such Confidential Information in a manner consistent with the obligations of confidentiality under this Agreement.
- Level Access will perform thorough due diligence on any proposed subcontractor and ongoing due diligence with respect to the sub-contractor to ensure compliance with the applicable terms of this Agreement. Such due diligence may include site visits, financial research and other investigations deemed appropriate in the sole discretion of Level Access.
- Level Access will cause the subcontractor to enter into any required organization specific contracting requirements as defined in and governed by the Flow Down Policies section of this Agreement.
- Level Access will remain your sole point of contact regarding the Services.

Nothing in this Agreement shall be construed to create any contractual relationship between you and any of Level Access's subcontractors or any obligation on your part to pay any money due any such subcontractors.

2.5 Removal of Personnel

Upon your request Level Access shall remove any Level Access personnel or subcontractor personnel performing Services under this Agreement and replace such personnel as soon as practicable with replacement personnel acceptable to You. If a change would cause a change in Level Access's pricing for Services, Level Access will notify you and obtain your written consent to the price change before replacing the relevant personnel or subcontractor.

2.6 Employment Status

Level Access shall be solely responsible for the provision of benefits and the payment of compensation of personnel assigned to perform Services hereunder. You shall not be responsible for payment of wages, compensation, benefits, worker's compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Level Access personnel or subcontractor personnel, and such responsibility shall be solely that of Level Access.

2.7 Free Trial

From time to time Level Access may provide free access to a Service on a trial basis, free of charge, until the earlier of (a) the end of the free trial period as provided by Level Access or (b) the start date of your paid Subscription Term, as set forth on the applicable Order Form. Additional trial terms and conditions may appear on the trial registration web page or form or be communicated to you in electronic media as part of the trial. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.8 Beta Services

From time to time, Level Access may invite you to try Beta Services at no charge. You may accept or decline any such trial at your sole discretion. Beta Services will be clearly designated



as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Level Access's warranties and indemnification provisions provided in this Agreement do not apply to Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of three months from the trial start date or the date that a version of the Beta Services becomes generally available; provided that Level Access may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Level Access will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3 Subscription Services

3.1 Service Types

Level Access Subscription Services are provided in the following base editions:

- **Project Edition** – A paid edition which provides full access to the Service for the scope of use of a specific project, asset or other readily definable scope of use for any number of named users for the Subscription Term.
- **Enterprise Edition** – A paid edition which provides full access to the Service for any number of named users in a single organization and its affiliates for the Subscription Term.

In addition to the paid editions listed above, Level Access also provides unpaid access to Services for User(s) that solely need to view specific Level Access Content and Customer Data in the Service ("Viewer Account(s)"). These Viewer Accounts are meant to provide access solely to view specific pieces of Customer Data created in the system. These commonly provide access to view reports that are created by Users with a current, up-to-date subscription to the relevant Subscription Service. While the Viewer Account will remain active, when the subscription of the paid edition user that owns or has created such Customer Data in the Service lapses this material will no longer be viewable by the Viewer Accounts.

Your subscription allows you to use the Service features for the Service Edition you subscribed for, described in the relevant Order Form. If you use features for a different Edition, Level Access may require you to upgrade to the applicable Edition.

3.2 License Grant

Level Access hereby grants you a non-exclusive, non-transferable, worldwide right to use the Services for which you subscribe, solely for your own internal business purposes, during the Subscription Term and subject to the other terms and conditions of this Agreement and the applicable Order Form. All rights not expressly granted to you are reserved by Level Access and its licensors.



3.3 Subscription Changes

Subscriptions for additional Services may be added during the subscription term at the same pricing as the base subscription pricing, prorated for the remaining portion of the Subscription Term. Unless otherwise specified in the Order Form, any added subscriptions will terminate on the same date as the underlying base subscriptions.

3.4 Open Source Notice

Level Access may distribute third party open source software programs with the Subscription Services either incorporated into the Subscription Services or provided separately. These third-party programs are subject to their own additional license terms, none of which require notice, attribution, payment, disclosure or license back of any Customer Data. A list of open source software programs delivered with the Services is available on request from Level Access.

4 Level Access Responsibilities

4.1 Provision of Subscription Services.

For paid editions of the Services, Level Access will (a) make the Subscription Services available to you pursuant to this Agreement and the applicable Order Form(s), (b) provide standard support for the Subscription Services to you at no additional charge and (c) use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for: (i) planned downtime of which Level Access shall provide at least 8 hours electronic notice and which Level Access shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time, and (ii) any unavailability caused by circumstances beyond Level Access's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack.

4.2 Protection of Your Customer Data.

Level Access will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Policies section of this Agreement. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by Level Access personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law or (c) as you expressly permit in writing.

4.3 Internet Delays.

Level Access's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Level Access is not responsible for any delays, delivery failures, or other damage resulting from such problems.



4.4 Insurance

During the term of the Agreement, Level Access shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage:

- Workers' compensation insurance in accordance with all applicable federal, state and local statutory requirements;
- Automobile liability insurance (including bodily injury and property damage coverage) for all owned, non-owned and hired vehicles, with a combined single limit of \$1,000,000 per person and per accident or the minimum limit required by law, whichever limit is greater;
- Commercial general liability insurance (including premises, operations, independent contractors, products/completed operations, personal injury, advertising injury, and liability assumed under an insured contract) on an occurrence basis with minimum single limit coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit;
- Professional errors and omissions liability insurance with a limit of \$5,000,000 per event and \$5,000,000 aggregate and an excess errors and omissions policy of \$5,000,000 which brings the E&O policy in full to \$10,000,000, covering liability arising from negligent delivery of professional services;
- Employee dishonesty insurance (including blanket coverage for employee dishonesty and computer fraud or for loss or damage arising out of or in connection with any fraudulent or dishonest act committed by Seller Personnel, acting alone or in collusion with others) with minimum single limit coverage event of \$1,000,000 per claim; and
- Excess or umbrella insurance with limits of \$4,000,000 per occurrence in excess of the limits specified above for employers' liability, automobile liability, and commercial general liability insurance.

Upon request, and as is reasonable given the total scope of the work under this Agreement, Level Access will name you as an additional insured to Level Access's commercial general liability, automotive liability, and excess / umbrella insurance and as a loss payee on Seller's employee dishonest and errors and omissions insurance. In such instance, Level Access will furnish to you a certificate showing compliance with these insurance requirements within 30 days of receipt of your written request. Further, Level Access will provide You with no less than 30 days' prior written notice of any termination or reduction in the amount or scope of coverage.

5 Your Responsibilities

5.1 Appropriate Use of Services.

You will (a) be responsible for your Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which you acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Level Access Content, and notify Level Access promptly of any such unauthorized access or use, (d) use Services and Level Access Content only in accordance with this Agreement, the Order Form, Documentation and applicable laws and government



regulations and (e) ensure payment for the Services in accordance with the terms of the section of this Agreement titled Billing, Payments and Fees for Subscription Services.

5.2 License and Use Restrictions

Services and Level Access Content are subject to usage limits, including, for example, the scope of use specified in the Service Types section of this document or terms provided in a relevant Order Form. Unless otherwise specified, (i) a quantity in an Order Form refers to Editions of the Services, (ii) the Services or Level Access Content may not be accessed more broadly than the defined scope of use and (iii) a single User's password may not be shared with any other individual.

In addition, you may not:

1. Access the Services if you are a direct competitor of Level Access except with Level Access's prior written consent.
2. Access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
3. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party a Service, the Level Access Content or Level Access Technology in any way;
4. Modify, copy or make derivative works based upon a Service, Level Access Content or Level Access Technology or any part, feature, function or user interface thereof except as explicitly provided in this Agreement;
5. Create Internet links or frame or mirror any Service, Level Access Content or Level Access Technology on any other server or wireless or Internet-based device;
6. Reverse engineer or access the Services in order to (A) build a competitive product or service, (B) build a product using similar ideas, features, functions or graphics of a Service, or (C) copy any ideas, features, functions or graphics of a Service;
7. Modify, translate, decompile or disassemble a Service or Level Access Technology, except and solely to the extent an applicable statute expressly and specifically prohibits such restrictions;
8. Remove any proprietary notices or labels on or in any Services, Level Access Content or Level Access Technology;
9. Use a Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
10. Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
11. Use a Service to store or transmit Malicious Code;
12. Permit direct or indirect access to or use of any Service or Level Access Content in a way that circumvents a contractual usage limit or the terms of this agreement;
13. Interfere with or disrupt the integrity or performance of a Service or the data contained therein; or
14. Attempt to gain unauthorized access to a Service or its related systems or networks.

Users must not share their log-in names or passwords ("Credentials") with any third party, must maintain the confidentiality of all passwords, and may not attempt to use or facilitate use of any



Credentials beyond the privileges authorized for them. You are responsible and liable for all activity conducted through the Credentials of your Users. You will immediately notify Level Access of any unauthorized use of Credentials, or any other breach of security related to the Service, of which you become aware. Level Access may change the password to your and your Users' account(s) if Level Access believes it is no longer secure.

5.3 Level Access Content Use

EXCEPT AS EXPLICITLY PROVIDED FOR AS PART OF ENTERPRISE EDITION SUBSCRIPTIONS, DESCRIBED IMMEDIATELY BELOW, YOU MAY NOT COPY ANY OF THE LEVEL ACCESS CONTENT FROM WITHIN THE SERVICES FOR DISTRIBUTION OUTSIDE OF THE SERVICES. THIS INCLUDES WITHOUT LIMITATION COPYING ANY PORTION OF THE LEVEL ACCESS CONTENT, INCLUDING BEST PRACTICES, TRAINING CONTENT AND METHODOLOGY CONTENT INTO AN ELECTRONIC DOCUMENT, E-MAIL, INSTANT MESSAGE OR ANY ELECTRONICALLY DISSEMINABLE MEDIUM OR FORM. If you don't have an Enterprise Edition subscription and you copy Level Access Content, you will be deemed to have consented to purchase or upgrade to an Enterprise Edition subscription at the pricing then in effect. Level Access will invoice you for the additional fees due, pro-rated for the remaining period in your Subscription Term if applicable. You agree to pay such fees in accordance with Section 8.

5.4 Level Access Content Use Rights for Enterprise Edition

If you have an Enterprise Edition subscription you have the right to use and distribute the Level Access Content related to Services throughout your organization and to your Affiliates. This provides the ability to make copies of the Level Access Content for internal use and use Level Access Content from the Service outside of the Services while maintaining its distribution solely within your organization and its Affiliates. The Level Access Content can be deployed in your systems including, but not limited to, requirements documents, requirements systems, feature and defect training systems, learning management systems, training manuals, reference manuals and other, related, enterprise systems and documents.

UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT OR EXPIRATION OF THE RELEVANT ENTERPRISE EDITION SUBSCRIPTION YOU AGREE TO RETURN TO LEVEL ACCESS ALL COPIES OF THE LEVEL ACCESS CONTENT YOU HAVE MADE, DELETE THE LEVEL ACCESS CONTENT FROM ALL SYSTEMS TO WHICH IT HAS BEEN COPIED OR INSTALLED, AND PROVIDE A CERTIFICATION THAT THE LEVEL ACCESS CONTENT HAS BEEN REMOVED AND IS NO LONGER IN USE.

5.5 Audit Right

Level Access may, at its expense and not more frequently than annually, audit your use of the Services, and you agree to reasonably cooperate with respect to any such audit. Any such audit shall be conducted with at least 30 days' notice, during regular business hours at your facilities and shall not unreasonably interfere with your business. If the audit indicates a discrepancy in the fees payable to Level Access greater than 5% of the amount paid by you for the period



audited, you shall pay Level Access's ~~reasonable expenses of the audit in addition to any other~~ amounts due.

6 Representations, Warranties, Remedies and Disclaimers

6.1 General Warranties.

Each party represents and warrants that: (i) it has the full right, power and authority to enter into and fully perform this Agreement; (ii) the person signing this Agreement on its behalf is a duly authorized representative of such party who has in fact been authorized to execute this Agreement; (iii) its entry herein does not violate any other agreement by which it is bound; and (iv) it is a legal entity in good standing in the jurisdiction of its formation and shall continuously remain in good standing during the term of this Agreement.

You represent and warrant that you have not falsely identified yourself or provided any false information to gain access to the Services and that your billing information is correct.

6.2 Services Warranty

Level Access warrants that the Services will perform substantially in accordance with the Documentation accompanying the Service. Level Access is not obligated to correct errors caused by unauthorized modification to a Service, by using a Service other than as described in the Documentation, by non-Level Access software, or by combining a Service with any hardware or software not authorized by Level Access in writing.

Level Access represents and warrants to the best of its knowledge that the Services will be free of Malicious Code.

Level Access represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with the Order Form and Documentation under normal use and circumstances.

All Level Access personnel that directly participate in the delivery of Services shall be sufficiently and appropriately licensed, qualified and trained as required by any applicable laws and generally accepted industry standards to provide the Services and meet the other requirements of this Agreement and each Order Form.

6.3 Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES, ALL LEVEL ACCESS CONTENT AND ALL LEVEL ACCESS TECHNOLOGY ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LEVEL ACCESS AND ITS LICENSORS,



INCLUDING USE OF THE SOFTWARE IN COMMON CARRIERS, CRITICAL SAFETY SYSTEMS OR NUCLEAR FACILITIES, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

6.4 Beta and Free Trial Disclaimer of Warranties

FREE TRIAL AND BETA SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU DURING YOUR FREE TRIAL OR USE OF BETA SERVICES WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA BEFORE THE END OF THE TRIAL OR BETA PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL OR BETA PERIOD TO A SERVICE THAT WOULD BE A DOWNGRADE (E.G., FROM ENTERPRISE EDITION TO PROJECT EDITION). IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE, IF LEVEL ACCESS CLOSES A BETA SERVICE WITHOUT RELEASING A COMMERCIAL EDITION OR IF YOU DON'T SUBSCRIBE FOR THAT EDITION, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL OR BETA PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

6.5 Limitations of Liability

IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR LICENSEES (COLLECTIVELY "AGENTS") BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY LEVEL ACCESS CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN THE LEVEL ACCESS CONTENT (REGARDLESS OF CAUSE), EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Level Access'
EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS AND CLAIMS ARISING FROM BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AGENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF \$100 AND THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

7 Confidentiality



7.1 Confidential Information

Subject to the limitations set forth in Section 7.2, all information disclosed by one party to the other party during the term of this Agreement, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information".

and subject to all requirements of Florida's Public Records Laws (Chapter 119, Florida Statutes),

7.2 Exceptions

Confidential Information shall not include information which: (a) is part of the public domain at the time of disclosure; (b) becomes a part of the public domain through no fault of the receiving party or persons or entities to whom the receiving party has disclosed, transferred or permitted access to such information; (c) becomes available to the receiving party on a non-confidential basis from a source legally entitled to share the information without confidential treatment; (d) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (e) is released from the confidentiality obligations herein by written consent of the disclosing party.

7.3 Nondisclosure

Each party covenants that during the term of this Agreement and for a period of three years following termination of this Agreement (and indefinitely as to trade secrets of the disclosing party), it will not disclose any Confidential Information of the other party to any person or entity except: (a) to agents of the receiving party who have a need to know such information, who have been informed of the receiving party's confidentiality obligations under this Agreement and who are subject to confidentiality agreements with the receiving party at least as protective of the disclosing party's Confidential Information as this Agreement, or (b) pursuant to the terms of a valid and effective subpoena or court order, provided that the receiving party immediately notifies the disclosing party (to the extent permitted) of the existence, terms and circumstances surrounding such a request so that the disclosing party may seek appropriate protective action. Neither party may use the other party's Confidential Information in any directly competitive manner or for any purpose other than to exercise its rights and comply with its obligations under this Agreement.

7.4 Return

On the disclosing party's request, the receiving party must return or destroy on demand all Confidential Information of the disclosing party which has been supplied to or acquired by the receiving party; provided that Confidential Information stored in system-type media, such as for example system caches and email backup tapes, need not be returned or destroyed, so long as the media: (a) are maintained in confidence; and (b) are periodically overwritten or otherwise destroyed in the ordinary course of business.

7.5 Notice of Immunity from Liability

In accordance with the US Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), a person is immune from any criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local



government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding.

7.6 *Customer Disclosure*

Level Access may identify you as a user of the Services and use your name and logo in Level Access's customer list, press releases, blog posts, advertisements, and website.

8 Policies

8.1 *Policy Overview*

Level Access maintains a variety of policies and programs that govern the organization's operational implementation of key data handling and security requirements. This Agreement incorporates each of the following policies:

- **Security Policy** – Level Access's physical and information security policy.
- **Business Continuity and Disaster Recovery Plan** – Level Access's business continuity and disaster recovery plan.
- **Privacy Policy** – Level Access's policy covering the collection, use and disclosure of personally identifiable information.

8.2 *Policy Conflict*

In the event of a conflict between any policy and this Agreement, this Agreement shall govern.

8.3 *Policy Updates*

Level Access's policies are reviewed, updated, and validated on a quarterly basis. More frequent updates occur on an as-needed basis in response to any key changes in the information technology environment that must be addressed to ensure the robustness of any given policy. All changes are reviewed and approved by both the relevant staff members owning the policy and senior management, including the office of the CEO.

8.4 *Policy Request*

All policies referenced in this Agreement are available on request from Level Access. You agree that all policies are to be treated as confidential information as defined in the Confidential Information section of this agreement and handled accordingly.

9 Billing, Payments and Fees

9.1 *Services Payments*

Level Access will bill you and you agree to pay all fees for the Services in accordance with each Order Form. Except as otherwise provided on an Order Form, all fees are due within 30 days of



Level Access's invoice and all indicated prices are annual prices. If there is a conflict in terms between this Agreement and a Level Access invoice or any purchase order submitted by Customer, this Agreement shall control. Any additional or different terms in invoices, acknowledgment forms, purchase orders, or other communications, are deemed material, are objected to, and rejected by the parties. If you believe your bill is incorrect, you must contact Level Access in writing within 30 days of the date of the applicable invoice to be eligible to receive an adjustment or credit.

9.2 *Renewal*

Level Access will ~~automatically~~ renew your subscription and ~~bill your credit card or~~ issue an invoice to you prior to the expiration of your Subscription Term or as otherwise mutually agreed to in your Order Form. The renewal charge will be based on the then current price for your edition of the Service and the relevant number of total User subscriptions times the subscription fee then currently in effect.

9.3 *Taxes*

Level Access's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities ("Taxes"), and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Level Access's income, property and employees. You are responsible for paying all Taxes associated with your orders hereunder. If Level Access pays or remits Taxes for which you are responsible, Level Access will invoice you and you will pay that amount unless you provide Level Access with a valid tax exemption certificate authorized by the appropriate taxing authority.

9.4 *Non-Payment and Suspension.*

In addition to any other rights granted to Level Access herein, Level Access reserves the right to suspend or terminate this Agreement and your access to any Service if your account becomes delinquent. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, ~~plus all expenses of collection.~~ You will continue to be charged for all agreed to Services during any period of suspension. If you or Level Access initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the terms of the section of this Agreement titled Billing, Payments and Fees for Subscription Services.

Level Access reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to a Service.

9.5 *Future Functionality*

Unless explicitly provided for in the Order Form you agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Level Access regarding future functionality or features.

10 Term and Termination



10.1 Term of Agreement

This Agreement commences as of the Effective Date and will continue until terminated.

10.2 Termination

10.2.1 Nonrenewal

Either party may terminate this Agreement on notice to the other (a) at least 30 days prior to an applicable Subscription Term renewal date, or (b) at any time if no Service subscriptions are active. For unpaid use of a Subscription Service, such as that provided by a Viewer Account, the term is indefinite and may be terminated at any time in Level Access's sole discretion.

10.2.2 Termination for Cause

Either party may terminate this Agreement immediately by written notice if the other party: (1) commits a non-remediable material breach; (2) commits a remediable breach (including nonpayment) that is not remedied following 30 days' notice by the non-breaching party; (3) ceases operation without a successor; or (4) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

10.3 Effect of Termination

Immediately on termination of the Agreement you must stop using all Services and pay any outstanding fees owed to Level Access. Level Access will not refund any prepaid Subscription fees.

Within 30 days following termination (other than by reason of your breach), Level Access will make available to you a file of Customer Data if you so request at the time of termination. You agree and acknowledge that Level Access has no obligation to retain the Customer Data, and may delete such Customer Data following 30 days after termination.

Upon termination of the Agreement Level Access will deliver to you all in-process undisputed Work for Hire.

10.4 Surviving Provisions.

The provisions of this Agreement which, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

11 Mutual Indemnification



11.1 Indemnification by Level Access

Level Access at its own expense will defend, indemnify and hold you, your affiliates, successors, assigns, members, shareholders, officers, directors and agents ("Related Parties") harmless from and against all liabilities, obligations, losses, damages, fines, judgments, settlements, charges, interest, expenses (including reasonable attorneys' and accountants' fees and disbursements) and costs (collectively, "Expenses") arising from claims, demands, suits, actions or proceedings made or brought by Third Parties (collectively, "Claims") alleging infringement by the Services of the Third Party's Intellectual Property Rights. "Third Party" means a party other than Level Access or you, as applicable, and each of their Related Parties.

~~11.2 Indemnification by You~~ *Intentionally Deleted.*

~~You, at your own expense, will defend, indemnify and hold Level Access and its Related Parties harmless against any Expenses arising out of Claims alleging that Customer Data, or your use of any Service or Level Access Content, infringes or misappropriates such third party's intellectual property rights or violates applicable law.~~

11.3 Indemnification Procedure

Promptly after a party seeking indemnification obtains knowledge of the existence or commencement of a Claim, the party to be indemnified will notify the other party of the Claim in writing; provided however, that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense is materially prejudiced by failure to give notice. The indemnifying party will assume the defense and settlement of the Claim with counsel reasonably satisfactory to the indemnified party at the indemnifying party's risk and expense; provided, however, the indemnified party (a) may join in the defense and settlement of the Claim and employ counsel at its own expense, and (b) will reasonably cooperate with the indemnifying party in the defense and settlement of the Claim. The indemnifying party may not settle any Claim without the indemnified party's written consent unless the settlement (x) includes a release of all covered claims pending against the indemnified party; (y) contains no admission of liability or wrongdoing by the indemnified party; and (z) imposes no obligations upon the indemnified party other than an obligation to stop using any infringing items.

11.4 Exclusive Remedy

This section, titled ~~Mutual~~ Indemnification, states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

12 Definitions

As used in this Agreement and in any related documents:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.



"Beta Services" means Level Access Services that are not generally available to customers;

"Customer Data" means any data, information or material provided or submitted by you to a Level Access Service in the course of using the Service;

"Documentation" means Level Access online user guides, documentation, and help and training materials, as updated from time to time, accessible via an Level Access Service;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means an ordering document specifying the Services to be provided hereunder that has been executed by you and Level Access, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms can include mutually executed Statements of Work (SOWs), invoices documents, quotes or Purchase Orders.

"Level Access Content" means the text, audio and visual information, documents, reference manuals, best practices, standards, training materials, training slides, solutions documents, products and services contained or made available to you in the course of using any Service;

"Level Access Technology" means all of Level Access's proprietary technology including without limitation Services, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to you by Level Access in providing the Services;

"Services" is defined in the heading of this Agreement.

"Subscription Service(s)" means the any of the Services you subscribe to or access via a user account including, without limitation, AMP (Accessibility Management Platform, Access University, Access Analytics, Access Advisor, or another Level Access service you have been provided access to.

"Subscription Term(s)" means the period(s) during which you are authorized to use a Service as a paid user. The Subscription Term will be defined on each Order Form. If the Order Form does not define the Subscription Term, it shall be for three years beginning with the Effective Date of the Order Form.;



***"User(s)"** means an individual authorized to use the Service. This includes your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you or by Level Access at your request.*

***"Viewer Account"** means a User account that has access to view content – typically a report - in a Service that was created by a User with an up-to-date Subscription Service.*

***"Work Product"** is defined in Section 2.1.*

13 General Provisions

13.1 Non-solicitation.

During the Term of this Agreement and for a period of one year after the expiration or termination of this Agreement neither party shall, without the other party's prior written consent, actively recruit or employ any individual ("Hiring Event") who is regularly performing work under this Agreement. ~~In the event of a breach of this covenant the party that triggered the Hiring Event shall pay the other party the equivalent of one year of the on-target earnings of the subject employee as negotiated by the triggering party. On-target earnings shall be calculated to include the annual base salary and the annual cash value of any incentive or bonus plans for the employee at 100% or full achievement of the relevant goals. On-target earnings shall not include the value of any stock, stock options, other secondary financial instruments or any benefits provided to the subject employee.~~

In the event of dissolution or cessation of the business of either party or if either party is in material default of this Agreement, such party waives all rights in this section and the other party may actively recruit and employ such party's employees without penalty or obligation under this section.

Notwithstanding the foregoing, neither party is prohibited from employing an individual who applies for a position in response to a public posting, employment advertisement or other general solicitation of employment, or whose resume is posted by the individual to an employment web site that is searchable by such party.

13.2 Export Regulations.

All Service and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

13.3 Anti-Corruption.

You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Level Access employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate



the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify Level Access's Contracting Department through your Level Access account manager.

13.4 U.S. Government Restricted Rights.

If Services under this agreement, including related software and technology, are for ultimate U.S. Federal government end use they are provided solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Level Access to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

*SEE APPENDUM ATTACHED
HERETO AND INCORPORATED
HEREIN BY REFERENCE.*

13.5 Relationship of the Parties.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.6 Construction.

This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

13.7 Integration; Enforcement of Rights.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

13.8 Modification of Agreement.

No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.



13.9 Severability.

If one or more provisions of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be enforced to the maximum extent permitted by applicable law.

13.10 Headings.

Headings contained in this Agreement are for convenience of reference only and do not form part of this Agreement. A word importing the singular includes the plural and vice versa. Gendered pronouns are used for convenience and are intended to refer the masculine or feminine, as applicable.

13.11 Assignment.

This Agreement is personal to you and may not be assigned, whether by operation of law or otherwise, except that either party may assign this Agreement to its successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party or an applicable business unit. Any other purported assignment shall be void.

13.12 Notices.

Every notice or other communication required or contemplated by this Agreement by either party shall be delivered to the other party at the address in the signature block of the Order Form by: (a) personal delivery; (b) postage prepaid, return receipt requested, registered or certified mail; (c) internationally recognized express courier, such as Federal Express, UPS or DHL; or (d) facsimile or email with a confirmation copy sent simultaneously by postal mail. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given. A party may change its address by providing notice to the other party in accordance with this paragraph.

13.13 Governing Law.

This Agreement shall be governed by and construed in accordance with laws of the ~~Commonwealth of Virginia~~ **State of Florida** notwithstanding any choice-of-law principle that might dictate a different jurisdiction's governing law. Any legal action or proceeding with respect to this Agreement shall be brought in the federal or state courts in ~~Fairfax County, Virginia~~ **Miami-Dade County, Florida**, and, by execution and delivery of this Agreement, the parties accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.



13.14 Attorney Fees.

In the event of any action, suit or proceeding related to this Agreement, the prevailing party, in addition to its rights and remedies otherwise available, shall be entitled to receive reimbursement of reasonable attorney's fees and expenses and court costs.

13.15 Counterparts.

This Agreement may be accepted electronically or executed by written or electronic signature and delivered in multiple counterparts, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement.

13.16 Electronic Signatures.

If electronic signature services are used to sign this Agreement or any Order Form, Level Access and you intend to be bound by their electronic signatures and such electronic signatures shall have the same legal effect as if manually affixed to a paper version of the agreement. The use of e-signatures is not required.

13.17 Conflict

In the event of a conflict between this agreement and any Order Form this Agreement shall govern unless the Order Form specifically overrides Agreement terms.



In Witness Whereof, the parties have executed this Master Services Agreement as of the Effective Date.

Level Access	Town of Surfside
(Signature)	(Signature)
Victoria Barnes	
(Name)	(Name)
Account Manager	
(Title)	(Title)
(Date)	(Date)
1600 Spring Hill Road Suite 400 Vienna, VA 22182	
(Address)	(Address)

**ADDENDUM TO MASTER SERVICES AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
LEVEL ACCESS, INC.**

THIS ADDENDUM TO MASTER SERVICES AGREEMENT (“Addendum”) is made and entered into as of this ____ day of _____, 2019, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town”) and **LEVEL ACCESS, INC.**, a Delaware corporation (hereinafter referred to as “Level Access”).

WITNESSETH:

WHEREAS, the Town and Level Access wish to enter into that certain Master Services Agreement, and this Addendum, for the purpose of Level Access providing an Acceleration Package that includes software for monitoring and remediating issues with online demand consulting and training services in connection with the ADA Compliance of for the Town’s website (hereinafter, the “Agreement”); and

WHEREAS, the Town and Level Access desire to add to and amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Level Access desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Insurance.** In addition to the minimum insurance coverage provided in Section 4.4 of the Agreement, the following insurance provisions are added to the Agreement:
 - 4.1. Cyber Liability Insurance with minimum limits of \$2,000,000 per Occurrence.
 - 4.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. Level Access shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by

the Town. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

- 4.3. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of Level Access in performance of the Agreement. Level Access 's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Level Access 's insurance.

4.4. The provisions of this section shall survive termination of the Agreement.

5. **Indemnification.** Section 11 of the Agreement is expressly amended to delete any indemnification obligation on the part of the Town, including deletion of section 11.2 thereof. Nothing in the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes.
6. **Notices/Authorized Representatives.** The following provision is added to the Agreement: Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Surfside
 Town Manager
 9293 Harding Avenue
 Surfside, Florida 33154

With a copy to: Town Attorney
 Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154

For Level Access : Level Access, Inc.
 Attention: _____
 1600 Spring Hill Road
 Suite 400
 Vienna, Virginia 22182

7. **Ownership and Access to Records; Public Records.** The following provision is added to the Agreement: Notwithstanding anything to the contrary in the Agreement, the Agreement

and all work, deliverables and services provided by Level Access are subject to Florida's Public Records Law (Chapter 119, Florida Statutes), including but not limited to the following:

- 7.1. All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from Level Access providing the Services to the Town under the Agreement shall be the property of the Town.
- 7.2. Level Access agrees to keep and maintain public records in Level Access's possession or control in connection with Level Access's performance under the Agreement. Level Access additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Level Access shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 7.3. Upon request from the Town custodian of public records, Level Access shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 7.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Level Access shall be delivered by the Level Access to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Level Access shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Level Access shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 7.6. Any compensation due to Level Access shall be withheld until all records are received as provided herein.
- 7.7. Level Access's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF LEVEL ACCESS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LEVEL ACCESS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: **SANDRA NOVOA, MMC,
TOWN CLERK**

Mailing address: **9293 Harding Avenue
Surfside, Florida 33154**

Telephone number: **305-887-9541**

Email: snova@townofsurfsidefl.gov

8. **Compliance with Laws.** Level Access shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under the Agreement.
9. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

<p>ATTEST:</p> <p>_____</p> <p>Town Clerk</p>	<p>TOWN:</p> <p>TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</p> <p>_____</p> <p>Town Attorney</p>	
	<p>Level Access:</p> <p>LEVEL ACCESS, INC., a Delaware corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>



MEMORANDUM

ITEM NO. 5C

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: March 12, 2019

Subject: Commission Chambers Audio Visual Upgrade

In order to mitigate issues and improve the audio-visual production for meetings, an equipment upgrade is required. The upgrade will eliminate the use of multiple video adapters, and improve the audio and video quality. In addition, the closed captioning service's accuracy will be enhanced and the Town can be fully compliant for ADA accessibility. Presently the Town has a contract with AVI-SPL for audio visual equipment.

As this is an unbudgeted item, the \$26,976.64 one-time charge will be covered under the current fiscal year's contingency line item.

The Town Administration is seeking Town Commission direction on this item.

Reviewed by

Prepared by

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROPOSAL/INVESTMENT SUMMARY, GENERAL TERMS AND CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT, SOFTWARE LICENSE AGREEMENT AND ADDENDUM (COLLECTIVELY, AGREEMENT) WITH AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD. FOR AUDIO VISUAL UPGRADES FOR THE COMMISSION CHAMBERS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) desires to improve audio-visual production and quality for public meetings held at the Commission Chambers, including an upgrade of equipment, and utilize the Town’s existing provider, Audio Visual Innovations, Inc./Signal Perfection, Ltd. (“AVI-SPL”), for such equipment and upgradeS; and

WHEREAS, AVI-SPL has agreed to provide the equipment and professional integration services for the installation and implementation of the audio-visual upgrades, pursuant to the Proposal/Investment Summary attached hereto as Exhibit “A”; and

WHEREAS, AVI-SPL and the Town desire to enter into the following agreements attached as: (i) Proposal/Investment Summary attached hereto as Exhibit “A”; (ii) General Terms and Conditions attached hereto as Exhibit “B”; (iii) Customer Care Service Agreement attached hereto as Exhibit “C”; (iv) Software License Agreement attached hereto as Exhibit “D”; and (v) Addendum to Agreement attached hereto as Exhibit “E” (collectively, the “Agreement”); and

WHEREAS, the Town desires to enter into the Agreement, substantially in the form attached hereto as Exhibits “A”, ”B”, “C”, “D” and “E”, and finds that the Agreement is in the best interest and welfare of the Town.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Agreement, substantially in the form attached hereto as Exhibits “A”, “B”, “C”, “D” and “E”, is approved, subject to such changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town.

Section 3. Implementation. The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend the amount of \$26,976.64 for the audio-visual upgrades.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 12th day of March, 2019.

Motion by _____.
Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

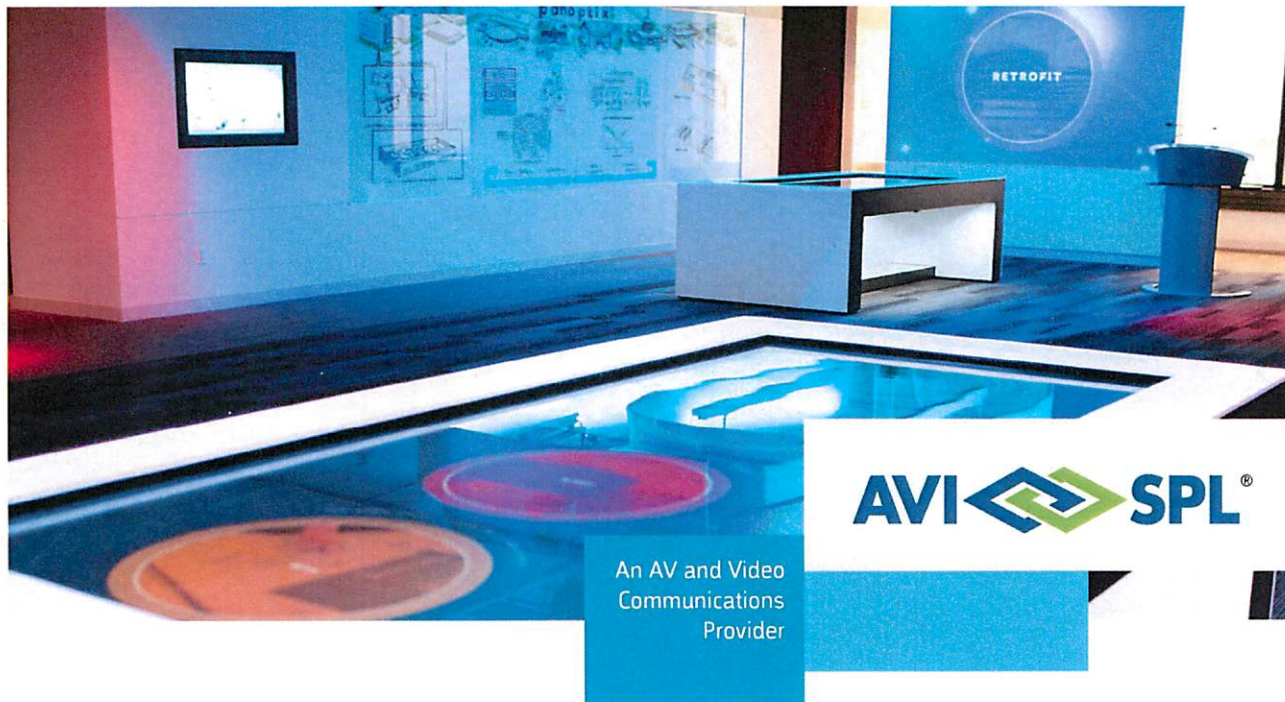
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

AudioVisual Solutions Proposal For

TOWN OF SURFSIDE

Chambers Audio Upgrade



Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.

772 South Military Trail
Deerfield Beach, FL 33442
(954) 938-9382
Fax: (954) 776-4772
www.avispl.com

Prepared By: Debra Blanco
Debra.Blanco@avispl.com

Proposal No: 302081-2



Executive Summary

AVI-SPL is pleased to present you with the following audiovisual solutions proposal for your project.

At AVI-SPL, we are experts in applying the industry's most advanced audiovisual technologies. We translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and services. We are proud to serve as the industry's largest global integrator, delivering comprehensive AV technology, presentation and collaboration solutions worldwide.

With nearly 40 offices nationwide, as well as international locations in Canada, United Kingdom and Dubai, AVI-SPL's Systems Integration Division is the largest and best trained in the industry, providing custom design and installation services for meeting rooms, boardrooms and collaboration spaces, network operation centers, government commission chambers, computer classrooms and distance learning facilities. We also provide incredible audiovisual enhancements to venues such as sports stadiums, casinos, theme parks, museums and houses of worship. Our portfolio also includes more than 40 professional sports stadiums and arena installations.

As part of our many levels of differentiation when compared to our competitors, large and small, is AVI-SPL's commitment to the professional development of our engineering technical staff. We accomplish this by holding our staff accountable to the highest quality solutions delivery standards that we reinforce through ongoing and consistent training.

In addition, we have established an open feedback loop with our customers and partners to continuously assess and identify the best technology and solutions.

We have applied this experience and expertise to build this custom proposal. This proposal document is based on our understanding of your specific needs and business objectives and includes a summary of the solution elements, installation requirements, investment summary and terms and conditions.

We would like to thank you for considering AVI-SPL for your project.



The AVI-SPL Process

AVI-SPL has developed a comprehensive integration process designed to meet our customer expectations. Our process begins with system design and carries through to post-installation training to ensure technology adoption. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed within scope, on schedule and within budget.

Proposal and Systems Design

AVI-SPL will conduct an initial detailed consultation and needs analysis with key customer stakeholders to gain a thorough understanding of needs, objectives and success criteria. This information is used to develop a proposed system solution for acceptance. This step provides Account Management and applicable Engineering Design support the ability to design a technically sound and functional solution where we will:

- Verify initial design concepts through examination of the desired capabilities, architectural and environmental considerations.
- Define scope of work criteria.
- Select the appropriate equipment, hardware and software to allow system design performance.
- Provide any value engineering and performance enhancement recommendations.

The result of the proposal and systems design phase is a system designed specifically to meet the requirements that are unique to your application.

AVI-SPL Project Delivery Process Flow

Upon award, the project is turned over to the AVI-SPL Project Integration Team. This phase is critical in ensuring a seamless integration of the specified system. During project delivery, the AVI-SPL System Integration (SIG) Operations Workflow contains distinct process steps start to finish upon award as noted below.

During project delivery AVI-SPL will (as applicable to the specific project):

- Complete internal and external kick off requirements to review:
 - Scope of Work and Design
 - Contract Parameters, including Terms and Conditions
 - Stakeholder Reporting and Communication
 - Schedule (including all WBS project tasks and timelines)
 - Submittal requirements
 - Procurement Plan
 - Risk Identifiers
 - Site Safety and Security
 - Change Management Procedures
 - Acceptance Test Plan Parameters
- Create all final construction/field coordination requirements including:
 - Floor, reflected ceiling, riser diagrams and furniture requirements.
 - AV Design drawings including audio/video/control signal flow and equipment rack elevations.
- Provide a user interface design requiring client sign off; this is a critical project success factor without it additional charges may apply.
- Create the source code for the system based on the design as agreed upon.
- Test and Commission AV systems in AVI-SPL shop, based upon acceptance test plan parameters.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



- Complete all field installation of cable and equipment, based on project scope and schedule requirements.
- Test and Commission the completed system in the field, based upon acceptance test plan parameters.
- Document and address any punch list items, upon client inspection, following final commissioning.
- Demonstrate full operation of the system to the Customer and train the Customer support staff on the proper use, care and basic troubleshooting of the systems provided.
- Provide final close out (as-built) documentation including:
 - As-Built Drawings
 - Final Acceptance Test Plan Document
 - Programming Source Code
 - Project Serial Numbers and Equipment information
- Acquire the applicable sign off on system for final invoicing and start of the applicable service term.

During project delivery the Customer will:

- Adhere to any client required tasks/milestones as noted in the agreed to project schedule.
- Coordinate with AVI-SPL regarding any network requirements and information.
- Provide any and all the Customer logos and specific color requirements for the control system user interface.
- Sign-off on the user interface design.
- Upon completion of the system installation and testing, inspect the system and provide conditional and/or final acceptance of the system, based upon the agreed upon scope of work.
- Provide final sign off of the system upon completion.

Project Coordination and Site Installation:

AVI-SPL will designate a Project Manager, who will be the main contact for directing and managing all project coordination with all project stakeholders; both externally and internal to the AVI-SPL project team.

The AVI-SPL Project Manager is responsible for attending project calls/ meetings for the project duration and consistent communication. AVI-SPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

The onsite installation effort is coordinated by the Project Manager and Lead Installer. The Lead Installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices. The Project Manager will determine the correct resources required for the specific installation tasks. In cases where AVI-SPL will utilize vetted and approved subcontractors on the project, the Project Manager and Lead Install provides proper supervision to ensure policies and procedures are being adhered to.

All installation work is thoroughly checked prior to 'turn on'. Errors or problems are corrected as detected and all equipment is adjusted for optimal performance in accord with the project specifications. By adhering to strict engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

- Adherence to our quality assurance program.
- Installation of fully tested and "burned in" electronic hardware.
- Termination into fully tested and verified cabling and far end connections.

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- Correcting site specific problems as they are detected.

The Customer shall provide an environment that is 'clean and ready' to receive the equipment and services described herein. The environment shall be secure and free of dust, debris and conditions that might prove detrimental to the equipment provided or personnel on site.

Customer required or provided items (Owner Furnished Equipment - "OFE") and client required scope are detailed in this proposal. Any charges for return trips required of AVI-SPL based on insufficient or incomplete client milestones/deliverables will be the responsibility of the Customer.

The Customer must provide an internal IT contact to assist with any network coordination where required.

Change Management

The AVI-SPL change management process provides a mechanism for changes to the agreed upon scope of work of the project. Change requests can be initiated by authorized client requestors to the Project Manager of record at any time. Unless otherwise indicated, the AVI-SPL Change Management Process includes the following stages:

- Client requests a specific change
- AVI-SPL reviews change request compared to approved Scope of Work for potential impact of:
 - Budget
 - Schedule / Time
 - Programming / Function
- AVI-SPL provides written change order response / proposal
- Client executes approval of proposed change order
 - A formal change to contract / purchase order (if applicable) required.
- AVI-SPL proceeds with applicable performance requirements of change order (equipment order, resource time and appropriate scheduling)

All change requests must be made in writing or discussed with the Project Manager of record by the Customer (or client representative with authority to approve changes of agreed upon scope of work) for review and impact considerations. Written authorization to proceed, which may include formal changes to the contract or purchase order, must be provided to AVI-SPL prior to the release of any resources, time or equipment acquisition for a requested change order.

Project Managers may also leverage the change management process to notify the Customer of necessary change in system components or design if required.

Training, System Turnover and Project Completion

An integral part of the delivered system is user training. AVI-SPL is committed to providing you with clear and concise instructions on the use of each system. Training and associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. This training will consist of demonstration, instruction and hands-on experience with each system.

System Turnover will occur when all user training has been completed and the users have obtained beneficial use of the systems. At this point, AVI-SPL will request client sign off on the provided systems. Conditional Project Sign-Off will apply if outstanding punch list items exist. AVI-SPL will set forth a plan to address these items accordingly.

Project Completion will occur when all outstanding punch list items are complete and all As-Built documentation has been provided to the Customer in the decided upon delivery method including; Project drawings, functional system diagrams, applicable equipment lists, back up control system and DSP code. At this time, Final Project Sign-Off will be requested.

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Global Service Coverage

AVI-SPL is uniquely qualified to offer a single source of equipment, system provisioning and support services for customer facilities globally.

The scope of today's technology solutions can make support a daunting task for any organization to respond to. AVI-SPL has established an infrastructure of support resources that is available to provide a timely response to trouble calls, no matter where a problem occurs.

Customer CARE Services

AVI-SPL's Customer Care Service Programs help Customers achieve maximum return-on-investment for installed collaboration technology investments. With the industry's largest technical help desk, flexible service levels, global field support, and more than thirty years' experience with over 700 manufacturer technologies – AVI-SPL has a support solution to meet a variety of needs and budgets. AVI-SPL illustrates its commitment to service excellence by delivering its support in accordance with ITIL best practices, managing formal customer satisfaction programs, articulating and measuring performance to defined service objectives, and committing to continuous service improvement.

Customer Care Service Programs offer unlimited access to the AVI-SPL Help Desk. Whether engaging with an end user of the technology or a collaborations systems administrator, the Help Desk personnel are trained to provide the appropriate experience. AVI-SPL understands that support needs vary by technology, location, or even room. Customer Care support options can be tailored to fit these specific needs. The following table summarizes AVI-SPL's primary offers:

Customer Care Support Features	Office Warranty	T&M Only	Preferred	Preferred On-Site	Exclusive On-Site
24x7 Global Help Desk Support	✓	✓	✓	✓	✓
Web Portal Access	✓	✓	✓	✓	✓
Service Level Guarantee	None	None	✓	✓	✓
Onsite Tech Dispatch	✓ Included as required	Billable at non-contract rates	Billable at reduced contract rate	✓ Unlimited	✓ Unlimited
Assigned Service Management	Not Available	Not Available	Not Available	Not Available	✓
Available Terms	90 Days	None	1 or 3 year	1 or 3 year	1 or 3 year
In MFTG Warranty Support	✓	✓	✓	✓	✓
Out of MFTG Warranty Support	Billable	Billable	Billable	Billable	Billable
Consumables Replacement	Billable	Billable	Billable	Billable	Billable

Table 1: Advanced parts replacement and warranty repair subject to manufacturer's policies and programs



90-Day Office Warranty

All projects performed by AVI-SPL are provided a standard 90-day warranty on all workmanship from date of project completion. 90-Day Office Warranties cover any defects in the installation or craftsmanship portion of a professional audio visual (ProAV) integration project. Details of 90-Day Office Warranties include:

- * **Warranty Parts Repair/Replacement:** Some equipment may be repairable or replaced under the manufacturer's Warranty policy. The local AVI-SPL office responsible for the project will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement. Components and materials carry the manufacturer's warranty
- * **On-site Service/Response:** An AVI-SPL service technician will be scheduled to be dispatched from the local AVI-SPL office to the Customer location once a problem has been reported to the AVI-SPL Help Desk or to the local AVI-SPL office responsible for the project.
- * **On-site & Remote (phone) Support** is covered by the local AVI-SPL office during normal business Hrs. (M-F, 8A-5P, excluding holidays)

Time & Materials Only

Upon the expiration of the 90-Day Office Warranty, remote technical phone support services and web portal access are still available but do not include a service level guarantee. Any required onsite technical dispatch will be billed at standard non-contract time and materials rates. Out of manufacturer warranty support and consumables replacement are subject to additional billing.

Customer CARE Preferred

Provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 24x7x5

Customer CARE Preferred Onsite

In addition to all items covered in Preferred, also includes unlimited Onsite Field Technician dispatch services available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

Customer CARE Exclusive Onsite

In addition to all items covered in Preferred Onsite, Exclusive On-site provides advanced support services for all covered assets including assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. **Requires all covered assets be covered at as part of the Customer Care Exclusive program.**



Optional Services

Preventative Maintenance Visits

Preventative Maintenance Visits are an optional add-on service. Visits offer the comfort of knowing installed technology is professionally maintained to ensure equipment runs as smoothly and effectively as when it was first installed. Preventative Maintenance Visits include onsite field technicians to perform regular testing, cleaning and configuration validation based on a best practice preventative care regiment keeping systems in optimal operating condition. Visits can be scheduled on a Quarterly, Bi-Annual, or Annual basis with scheduling flexibility on a room-by-room basis. All preventative maintenance visits are coordinated with local contacts to ensure maintenance activity does not interfere with scheduled use of the space. Each visit includes a standard preventative maintenance checklist, documentation of completion and recommendations where field technicians observe opportunity to enhance reliability, features, security or ensure configuration standards compliance.

Third Party Service Management

Third Party Management Services are an optional add-on service. This service provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer's behalf.

Support Engagement

To ensure your need for assistance is resolved as quickly as possible, we follow a process that tracks calls and guides them through steps that lead to a successful resolution. Below is our three-tier process:

Tier 1 Help Desk		
<ul style="list-style-type: none"> * Log call & identify coverage level * Check equipment for status/errors * Perform diagnostics * Adjust settings as required * Escalate to Tier 2 if required 	Tier 2 Help Desk	
	<ul style="list-style-type: none"> * Perform root cause diagnostics * Attempt remote repair * Order replacement components (if applicable) * Schedule parts delivery * Escalate to Tier 3 if required 	Tier 3 Help Desk
		<ul style="list-style-type: none"> * Escalate to manufacturer * Work with manufacturer * Implement fix * Close case

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls and will respond to email or web portal-originated service requests within four (4) hours Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When applicable, AVI-SPL will provide a two business day onsite response following the Help Desk's determination that a dispatch is required for incident remediation. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.



Time & Material Rate Sheet

Service	Day (Type)	Rate	Hourly Minimum	Travel & Expenses
Remote Support	Monday - Friday 8am - 5pm local time	\$150.00 per incident	NA	NA
Onsite Support: Normal Business Hours (non- holiday)	Monday - Friday 8am - 5pm local time	\$120.00/hr.	2 hours	Not included
Onsite Support: Saturday / Sunday (non-holiday)	Saturday or Sunday: 9am - 5pm local time	\$180.00/hr.	2 hours	Not Included
Onsite Support: Holiday	AVI-SPL recognized Holiday	\$240.00/hr.	4 hours	Not Included



Investment Summary

Prepared For:	JOSE FELIZ	Prepared By:	Debra Blanco
	TOWN OF SURFSIDE	Date Prepared:	02/14/2019
		Proposal #:	302081-2
		Valid Until:	04/16/2019

Total Equipment Cost \$9,914.13

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure a complete and operational system

Professional Integration Services \$15,380.00

Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.

General & Administrative \$533.51

Includes all G & A expenses: bonds, vehicle mileage, shipping & insurance

Maintenance Services \$1,149.00

Includes room maintenance services and/or customer care hardware and software maintenance services as described in "Room Summary".

Subtotal	\$26,976.64
Tax	\$0.00
Total	\$26,976.64

* any and all applicable taxes will be included upon invoicing

Purchase orders should be addressed to Audio Visual Innovations, Inc.

Signed _____

Printed _____

Date _____

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Room Summary

Prepared For:	JOSE FELIZ
	TOWN OF SURFSIDE

Prepared By:	Debra Blanco
Date Prepared:	02/14/2019
Proposal #:	302081-2
Room Name:	Chambers
Valid Until:	04/16/2019

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
BIAMP SYSTEMS	BIATESIRASERVERIO	CHASSIS, UP TO 48-CHAN OF I/O, 1 DSP-2 CARD	1	\$3,862.07	\$3,862.07
BIAMP SYSTEMS	BIATESIRASIC4	4-CHANNEL MIC/LINE INPUT CARD (INSTALLED)	5	\$209.20	\$1,046.00
BIAMP SYSTEMS	BIATESIRASOC4	OUTPUT CARD, 4-CHAN MIC/LINE OUT (INSTALLED)	2	\$185.06	\$370.12
SHURE	SHUSLX24SM58G5	MICROPHONE SYSTEM, HANDHELD DIVERSITY 494-518 Mhz	2	\$464.08	\$928.16
SHURE	SHUUA844SWBLC	ANTENNA DISTRIBUTION SYSTEM FOR BLX4R (470-952MHZ)	1	\$359.25	\$359.25
SHURE	SHUUA850	CABLE, 50' UHF	2	\$75.34	\$150.68
SHURE	SHUUA8470530	ANTENNA, 1/2 WAVE OMNIDIRECTION FOR UR4S/D+, ULXS/P4 RECEIVE	2	\$22.93	\$45.86
BLACK BOX CORPORATION	BLAVHUBSMART6G1212	SMART VIDEOHUB, 12x12	1	\$1,282.76	\$1,282.76
BLACK MAGIC DESIGN USA	BLAHDLSMTVDUO2	LCD, 8" DUAL SDI RACKMOUNT, SMARTVIEW DUO 2 W/LOOP OUT	1	\$455.17	\$455.17
BLACK MAGIC DESIGN USA	BLABMDHDLMULTIP6G04	VIDEO PROCESSOR, BLACKMAGIC MULTIVIEW 4	1	\$455.17	\$455.17
OFE	OFE	OFE PANASONIC AV-HLC100 PRESENTATION SWITCHER	1	\$0.00	\$0.00
OFE	OFE	OFE HHG CLOSE CAPTIONING ENCODER	1	\$0.00	\$0.00
OFE	OFE	OFE CRESTRON DMPS3 300C	1	\$0.00	\$0.00
Total					\$8,955.24

Room Maintenance Services

	Price
One Year - Customer Care Preferred Onsite	\$1,149.00



Equipment Total	\$8,955.24
Installation Materials	\$958.89
Professional Services	\$15,380.00
Direct Costs	\$0.00
General & Administrative	\$533.51
Maintenance Services	\$1,149.00
Subtotal	\$26,976.64
Tax	\$0.00
Total	\$26,976.64

Purchase orders should be addressed to Audio Visual Innovations, Inc.



Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Warranty or Customer Care service coverage for Owner furnished equipment or equipment furnished by others.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

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General Terms and Conditions

1. Applicability of Terms

These General Terms and Conditions, including any addenda attached hereto, together with the Customer Care Service Agreement ("Service Agreement") and Software License Agreement ("Software License") attached hereto and incorporated herein by this reference (collectively, the "Terms and Conditions") are the only terms which govern the sale of the equipment and any related software ("Products") and services ("Services") contained in the accompanying audiovisual solutions proposal (the "Proposal") by Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("Company") to Buyer.

The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between these General Terms and Conditions and the Service Agreement, the Service Agreement shall prevail. In the event of a conflict between these General Terms and Conditions and an addendum attached hereto, the addendum shall prevail. In the event of a conflict between these General Terms and Conditions and any of the other documents constituting the Agreement, these General Terms and Conditions shall prevail unless expressly provided otherwise herein. Notwithstanding anything herein to the contrary, if a master services agreement signed by both parties is in effect covering the sale of the Products and Services covered hereby, the terms and conditions of said agreement shall prevail to the extent they are inconsistent with these Terms and Conditions.

2. Acceptance of Terms

This Agreement shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of the Company, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Company. Buyer's receipt of the Products/Services shall constitute assent to this Agreement. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this Agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

The Company will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped to the Company, the Company will place the Products in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The Buyer shall have no right to cancel or rescind this Agreement by reason of an excusable delay as defined herein, and shall accept

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such delayed performance by the Company. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Payment Terms

Unless otherwise specified herein, the total contract price shall be paid as follows: 50% down payment at time of order, 40% upon delivery at Company; 10% upon completion or first beneficial use, payable net 30 from receipt of invoice. Unless otherwise specified, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

5. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the Buyer to the Company under the terms of this Agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer's default, the Company may, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title, Risk of Loss

Title to the Products shall pass to Buyer upon delivery, subject to the Software License (if applicable) and a purchase money security interest retained by the Company in the Products sold and the proceeds thereof until payment of all amounts then due to the Company. The Company shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to cooperate with Company in the execution and filing of financing statements under the Uniform Commercial Code or other documents as the Company requests to protect its security interest. Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company's work in progress is impeded by other trades and/or contractors (excluding the Company's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.



The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the Proposal. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Buyer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

8. Installation & Site Preparation (Continued)

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site for the purpose of preparation for installation. The Buyer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9a. Warranty

In the event the Products are in any way misused or altered or repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Products, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

9b. Warranty Service

Unless Buyer has purchased a Service Program (as defined in the Customer Care Service Agreement) providing for a longer period of warranty coverage, each installation/system carries a standard ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day period listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then- standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

10. Limitations Of Warranty – Products Of Others

Unless otherwise specified, no warranty whatsoever is provided by the Company hereunder as to Products manufactured by anyone other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part identified in the Proposal, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

11. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

12. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the Company be liable for any damages, other than the allocable charges paid by the Buyer for the Products, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

13. Taxes

Any and all taxes levied or based on the prices in this Agreement, or the Products/Services being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the Proposal; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

14. Choice Of Law And Severability

This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflict of law rules. Venue shall be Hillsborough County, Florida. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

16. General

The Proposal shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order.

Buyer Acceptance of General Terms and Conditions

Signed Name

Client

Printed Name

Date

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AVI-SPL, Inc.

Proposal #: 302081-2

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Customer Care Service Agreement

1. Applicability of this Service Agreement.

This Service Agreement together with the General Terms and Conditions and, if applicable, the Software License set forth the terms and conditions pursuant to which Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("AVI-SPL") will provide Services and related Products to its end user customers ("Customer", "You" or "Your") based upon such Service Programs which Customer has purchased from AVI-SPL.

This Service Agreement applies to the Services being provided under a Service Program.

By submitting a purchase order for Services provided under a Service Program to AVI-SPL, Customer agrees to be bound by this Service Agreement. Unless otherwise agreed in writing by AVI-SPL, no other terms and conditions endorsed upon, delivered with or contained in an end user's purchase order, or in any other similar document, will amend, or vary the provisions of this Service Agreement.

2. Definitions.

In this Service Agreement, the following terms shall have the following meanings. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

- 2.1. **"Products"** means equipment and software generally made available in the marketplace.
- 2.2. **"Manufacturer"** means an entity that produces equipment and/or Software.
- 2.3. **"Services"** means the AVI-SPL branded services provided under a relevant Service Program.
- 2.4. **"Service Program"** means those pre-packaged service programs as described in Section 3 of this Service Agreement.
- 2.5. **"Software"** means programs or applications developed, installed or released by the manufacturer or third party integrator to control the function of a device, feature or function.
- 2.6. **"Software Options"** means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which AVI-SPL or Manufacturer charges separately.
- 2.7. **"Update"** means Software for which AVI-SPL or the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that AVI-SPL or Manufacturer generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.
- 2.8. **"Upgrade"** means new releases of the Software which contains enhancements improving the functionality or capabilities of the Software, which AVI-SPL or Manufacturer may make available to its support Services customers. Upgrades do not include Software Options.

3. Covered Services.

- **Customer Care Preferred** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24.
- **Customer Care Preferred Onsite** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs with onsite Field Technician dispatch, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

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- Customer Care Exclusive Onsite – provides advanced support services for all covered assets including 7x24 remote technical phone support services, assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. Requires all covered assets be covered as part of the Customer Care Exclusive program. Underlying Maintenance support may vary in Service Level by location. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.
- First Call Consolidation Services – provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer's behalf.
- Preventative Maintenance - provides scheduled onsite Field Technicians to perform operational health testing of covered assets, routine maintenance tasks such as cleaning, alignment adjustments, log reviews, and remediation of identified problems. Consumables such as filters, bulbs and batteries will be replaced and chargeable at additional fee. Preventative Maintenance visits are scheduled Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays according to the following schedule based on the number of Preventative Maintenance visits elected:
 - Quantity 4 – Quarterly visits – scheduled in 3 month intervals
 - Quantity 2 – Bi-Annual visits – scheduled in 6 month intervals
 - Quantity 1 – Annual visit – scheduled anytime within the contract term

Unscheduled Preventative Maintenance visits expire 30 days into the next scheduled interval within the contract term. Unscheduled annual visits expire at contract expiration.

4. Services; Orders.

In order to receive Services under a Service Program pursuant to this Service Agreement, you must submit a purchase order or valid credit card to AVI-SPL for a validly quoted Service Program. Purchase orders must refer to AVI-SPL quote identification number. A valid AVI-SPL quote will contain the following information for each covered asset listed on the purchase order: (i) the Service Program you are purchasing; (ii) the model (and serial number for renewals of Service Programs only) of the applicable Products; (iii) the appropriate pricing information; (iv) the site location(s) of covered assets and (v) the Service Period (if applicable). Following order acceptance customer agrees to provide a contact name, contact email address, and telephone number at the location (if applicable).

AVI-SPL will determine the pricing and payment terms associated with any Service Program which you purchase. All orders are subject to acceptance by AVI-SPL, and no obligation, including a purchase order, shall be binding on AVI-SPL unless and until such order is accepted by AVI-SPL, or, if earlier, Services are provided to Customer. Please note that only those Products listed on a valid quotation applicable to your purchase order will be covered by Service Programs under this Service Agreement. Any optional services for a Service Program available to Customers for an additional fee will be invoiced separately with payment terms as specified within such Service Program.

5. Service Period.

The initial period of any Service Program purchased hereunder (the "Initial Service Period"), shall commence on the date AVI-SPL accepts an Order, or such other date as specified on the applicable Order and accepted by AVI-SPL, and shall continue twelve (12) months therefrom, or such other period of time as specified on the applicable Order and accepted by AVI-SPL.

This Service Agreement shall automatically renew for successive periods of equal length and, with the exception of moderate price increases as described herein, under the same terms and conditions as the Initial Service Period ("Renewal Service Period") unless either party gives the other written notice of termination no less than thirty (30) days prior to expiration of the then-current Initial or Renewal Service Period.

Prior to the commencement of any successive renewal period, AVI-SPL reserves the right to increase the price of the applicable Service Program for the duration of the successive renewal term in an amount not to exceed five (5%) percent of the Order price for the then-current Initial or Renewal Service Period. In the event the price increase exceeds five (5%) percent, AVI-SPL shall issue a new quote to Customer for approval prior to the commencement of the successive renewal period.

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6. Service Activation.

For new equipment purchase: Service coverage will begin 30 days from the date of shipment from the manufacturer's warehouse or upon installation, whichever is sooner unless otherwise specified.

For existing equipment coverage: Service coverage will begin immediately upon receipt of an authorized purchase order or payment in full, if required by AVI-SPL. If equipment was not under an AVI-SPL or manufacturer's support contract for an extended period of time, AVI-SPL and / or the manufacturer may require a recertification fee and / or inspection of the equipment prior to AVI-SPL being able to support or being able to receive manufacturer support and replacement parts / software for the equipment. The recertification costs and any repairs required by AVI-SPL to certify a room and / or to meet the manufacturer specifications is the responsibility of the customer and are not covered under the agreement unless specifically noted in the Service Program.

7. Services Availability.

Remote Technical Phone Support Services will be provided on a 7x24x365 basis.

Onsite Field Technician Dispatch Services: Unless otherwise provided in any Service Program, Services will be provided Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

8. Software Updates, Upgrades and Options.

For Software covered under a Service Program, you will receive Updates and / or Upgrades as specified in the applicable Service Program description. For the latest Updates and Upgrades available for your Software, if any, please contact the AVI-SPL Help Desk. Updates are provided on a fix or fail basis. That is, to obtain an available Update the customer must call AVI-SPL to report a specific customer product failure (identified by Product serial number) exhibiting a problem, which the Update corrects. AVI-SPL will configure the Update according to the Software record of the registered Product.

9. Replacement Parts.

Replacement parts provided pursuant to a Service Program will be either new parts or parts equivalent in performance to new parts when used with the Product, and are warranted for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer. Parts removed from Products for replacement will become the property of AVI-SPL or the Manufacturer, and if replaced by the Customer must be received back to the local AVI-SPL service facility (as the same is listed on the pre-addressed return package provided by AVI-SPL) within five (5) business days of receipt of the replacement part, or you will be invoiced the full list price for the replaced part.

9.1. Warranty Parts Repair / Replacement: Some equipment may be repairable or replaced at no charge under the manufacturer's Warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to AVI-SPL Time and Material labor fees. The Help Desk will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement.

9.2. Advanced Parts Replacement: Specific to videoconferencing equipment available with advanced parts replacement from the manufacturer; some equipment may be eligible for an Advanced Replacement program. In these instances, upon determination of a part requiring replacement by the Help Desk technician, a replacement part will be delivered to the customer location. Return of the defective product is required by the Customer under the conditions defined under the Terms and Conditions of Service.

10. Service Level Agreement.

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls placed to its help desk Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

AVI-SPL will respond to new service requests made via email or web portal within four (4) hours with case assignment notification Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

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When applicable, AVI-SPL will provide a two business day onsite response pursuant to the Help Desk's determination that a dispatch is required for incident remediation. This service level may be impacted by room availability and the requirement for replacement parts. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

- P1: Critical – System outage equipment or room system fully non-functional
- P2: Major – System impaired but operational quality or features diminished
- P3: Minor – System operational with acceptable quality features are diminished
- P4: Informational – End User "How To" inquiry, request for configuration modification

11. Service Program Exclusions.

Unless otherwise specified, Service Programs do not cover any of the following: (i) electrical work and / or in-house cabling external to the Product; (ii) repair or replacement of Product resulting from causes external to the Product, including disaster, fire, flood, earthquake, tornado accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, lightning, customer-provided network, or failure of the installation site to conform to manufacturer specifications; or resulting from use of the Product for other than intended purposes; or resulting from use of the Product with items not provided or approved by AVI-SPL; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than AVI-SPL employees or persons authorized by AVI-SPL; (iii) repair or replacement of Product excluded by or no longer covered by the Product manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items, or painting or refinishing the Product; (v) Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by AVI-SPL including facilitation of customer spare or loaner equipment, including communications devices, video devices, audio devices, networks or links; (vi) damage to displays caused by screen burnout or image "burn-in"; (vii) Replacement and / or general support for manufacturer-specified end of life products after AVI-SPL has informed Customer of such change in status and pro-rated remaining portion of relative cost for such pertinent products; (viii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by AVI-SPL including coverage for "OFE" (Owner Furnished Equipment) unless specifically listed as covered equipment or devices not installed by AVI-SPL and not specifically covered under this Service Agreement.

12. Charges and Payment Terms

Payment terms are NET 30 Days from the date of invoice. All fees and payments referenced in this Service Agreement are in US Dollars. The Services as outlined will be invoiced in full upon execution of the Service Agreement.

13. Termination

Either party may at its option terminate any applicable Service Program in whole or in part for cause: (i) if the other party breaches any material term or condition hereunder or under any applicable Service Program, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; (ii) in the event that any proceedings are commenced against the other party or such party seeks protection under bankruptcy, insolvency, or other debtor's relief law or (iii) the other party becomes insolvent or dissolves. Furthermore, AVI-SPL may terminate any applicable Service Program in whole or in part for cause if any person other than a AVI-SPL employee, or designated service representative, alters a Product without AVI-SPL's prior written consent, or in any way renders a Product unsafe (adjustments to a Product made at the direction of AVI-SPL or the Manufacturer or as otherwise intended as set forth in the applicable Product documentation do not constitute alterations for the purposes of this Section). In the event of cancellation due to non-payment, the customer agrees to be liable for the full cost of any manufacturer sub-coverage purchased on the customer's behalf by AVI-SPL and for services and parts provided to the customer on a Time and Material basis per AVI-SPL's then-current Time and Material rate schedule.

AVI-SPL reserves the right to terminate or modify available Service Programs at any time in its sole discretion; provided, that any such modifications will not affect any Service Programs already ordered by you and accepted by AVI-SPL prior to such modifications except as mutually agreed by both parties.

14. Customer Obligations.

- 14.1. You shall have the continuing obligation to keep all Products under a Maintenance Service Program at either the then-current Software version or previous major Software version release.

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- 14.2. Software updates and upgrades are the responsibility of the customer. Assistance may be requested from the Help Desk to gain access to the software or if issues are encountered. Software updates do not mandate an onsite service call.
- 14.3. Customer is required to assist the AVI-SPL Help Desk technician with the remote diagnosis of the reported problem to help determine the cause of the problem. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the problem.
- 14.4. Remote access to the equipment for the purposes of diagnostics prior to technician dispatch is required. If remote access is not provided, delays may be experienced in the diagnosis and repair of the equipment.
- 14.5. If applicable, you will provide AVI-SPL personnel with access to the Products and adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to AVI-SPL. All Customer environments must be free from all risks to health and safety (except to the extent notified to AVI-SPL in writing and specifically accepted in writing by AVI-SPL).
- 14.6. If applicable, you will maintain, at your expense, the installation site and provide the necessary utility services for use of the Product in accordance with the Manufacturer's applicable published specifications.
- 14.7. You will be responsible for replacing, at your own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.
- 14.8. Customer will be responsible for payment of Repairs and Services provided by AVI-SPL that are not covered under the selected coverage under the agreement and after mutual agreement delivered by AVI-SPL on a Time and Material Basis in accordance with the AVI-SPL standard published labor rates and material charges.
- 14.9. Equipment Operation and Alteration: The customer may not alter, repair or modify the covered equipment except as expressly directed by AVI-SPL service personnel. The customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the covered equipment. The customer may not add equipment, components, wiring or other parts to the covered equipment without written notification to and acceptance by AVI-SPL.
- 14.10. AVI-SPL strongly recommends that you install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture Product, and that you regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or 'worms'. Repair or restoration of any Product damaged or 'infected' by viruses is not covered under this Service Agreement or the Service Programs.
- 14.11. You are solely responsible for backing up your data. AVI-SPL will not under any circumstances have a duty to back up your data or to restore data that is lost in the course of AVI-SPL's provision of Services, or otherwise. AVI-SPL will not be liable for the loss of your data, whatever the reason for the loss, including without limitation as a result of AVI-SPL's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

15. Intellectual Property.

Each party shall retain all right, title and interest in and to, and possession of their respective preexisting intellectual property. Furthermore, AVI-SPL shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of AVI-SPL relating to Services performed under or in relation to a Service Program. Any intellectual property, know-how, information or documents supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking in Section 18 below.

16. Indemnity.

Each party shall indemnify, defend and hold the other harmless from all claims, suits, losses, expenses, judgments and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnitee shall give the indemnifying party prompt notice of and authority to defend or settle, any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.

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17. WARRANTY / LIMITATION OF LIABILITY.

AVI-SPL WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY AVI-SPL PURSUANT TO THIS AGREEMENT, EXCLUDING MANAGED SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. AVI-SPL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. AVI-SPL MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL AVI-SPL BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES. CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO AVI-SPL DURING THE ABOVE WARRANTY PERIOD, AND CUSTOMER'S EXCLUSIVE REMEDY AND AVI-SPL'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO REPERFORM THE SERVICES, OR IF AVI-SPL IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO AVI-SPL FOR THE NONCONFORMING SERVICES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SUBJECT TO THE PRECEDING SENTENCE, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, AVI-SPL'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO (I) ONE (1) YEAR'S SERVICE CHARGES (IN THE CASE OF SERVICE PROGRAMS WITH AN APPLICABLE SERVICE PERIOD) OR (II) AGGREGATE SERVICE FEES PAYABLE TO AVI-SPL PURSUANT TO THE APPLICABLE SERVICE PROGRAM (IN THE CASE OF SERVICE PROGRAMS WITH NO APPLICABLE SERVICE PERIOD). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SERVICE AGREEMENT SHALL BE DEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) FRAUD OR FRAUDULENT MISREPRESENTATION OR (II) DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM SUCH PARTY'S NEGLIGENCE AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW.

18. Confidentiality.

Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term disclose to the other party (the Recipient") certain information regarding the Disclosing Party's business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information ("Confidential Information"). AVI-SPL's Confidential Information includes (without limitation) the function and performance of the Products, the terms of this Agreement, and any other information relating to the Products or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.

Protection of Confidential Information. Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Service Agreement or to carry out the Services, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of carrying out the Services and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Residuals. The Recipient shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Recipient shall not disclose the Confidential Information except as expressly permitted hereunder. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this section shall not be deemed to grant to the Recipient a license under the Disclosing Party's copyrights or patents.

Exceptions. Recipient's obligations under Section 16 with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in advance, in writing by the Disclosing Party, (ii) necessary for Recipient to enforce its rights under this Service Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

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19. Force Majeure.

Except for the obligation to make timely payments, neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which AVI-SPL is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, its expected duration and cessation, respectively.

20. General.

Except as otherwise set forth in this Service Agreement, this Service Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties, and variance from or addition to the provisions of this Service Agreement in any order or other written notification will be of no effect.

Any notices required or permitted to be given hereunder shall be in writing and effective when received by a party at the address as the receiving party has last notified to the other party by prior written notice. In the case of AVI-SPL such address, unless otherwise notified in writing, shall be as follows:

AVI-SPL, Inc.
Attn: Executive Vice President
6301 Benjamin Road, Suite 101
Tampa, Florida 33634

If any provision of this Service Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Service Agreement shall in no way be affected or impaired. The waiver by either party of a breach of any provision of this Service Agreement shall not be construed as a waiver of any subsequent breach.

You may not assign any or all of your rights or obligations under this Service Agreement including by purchase, merger or operation of law, without the prior written consent of AVI-SPL, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. AVI-SPL may assign its rights and obligations under this Service Agreement without prior written consent or notice.

AVI-SPL's affiliates may participate in AVI-SPL's performance under this Service Agreement and a Service Program, and AVI-SPL may also sub-contract its obligations under this Service Agreement and a Service Program provided that AVI-SPL remains liable for the performance of its affiliates and/or sub-contractors in respect thereof.

Same as expressly provided, no term or provision of this Service Agreement or a Service Program shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

The Customer acknowledges that AVI-SPL has trained personnel who perform Services and has made an investment in such personnel. Therefore, at no time during the term of a Service Program or for one (1) year thereafter, will the Customer directly or indirectly either offer employment to or hire any AVI-SPL employees who perform Services on behalf of AVI-SPL without AVI-SPL's express prior written consent. In the event that the Customer is in breach of this provision, AVI-SPL shall have the right to invoice the Customer, and the Customer agrees to pay, a sum equal to 12 months' salary in respect of the hired individual.

In performing the Services, AVI-SPL shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Customer's agents or employees. AVI-SPL shall have complete charge and responsibility for personnel employed or engaged by AVI-SPL.

Upon any expiration or termination of these this Service Agreement, Sections 15 (Intellectual Property), 16 (Indemnity) and 17 (Warranty/Limitation of Liability) shall survive.

This Service Agreement may have been translated into various languages for the convenience of AVI-SPL's Customers. While the translation is correct to the best of AVI-SPL's knowledge, AVI-SPL is not responsible or liable in the event of an inaccuracy. English is the controlling language of this Service Agreement, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of this Service Agreement and a version that has been translated into another language, the English-language version of this Service Agreement shall control.

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This Service Agreement shall be governed by the laws of the State of Florida and any disputes will be subject to the exclusive jurisdiction of the federal courts of the United States of America or the courts of the State of Florida, in each case located in the city of Tampa and the county of Hillsborough. The non-prevailing party in any dispute will pay all reasonable court costs and attorneys fees finally awarded. The U.N. Convention on Contracts for the International Sale of Goods does not apply. AVI-SPL shall have the option to bring a suit before the courts of your domicile, when the claim is for payments due from you.

UNLESS OTHERWISE EXPRESSLY AGREED IN A SIGNED WRITING BY THE PARTIES IN ACCORDANCE HERewith, THIS SERVICE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSIDING ALL PROPOSALS OR PRIOR TERMS AND CONDITIONS, AGREEMENTS OR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

Customer Acceptance of Customer Care Service Agreement

Signed Name

Customer

Printed Name

Date

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Software License Agreement

This Software License is made by Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("Company") to Buyer as an essential element of the services to be rendered by the Company as defined in the Proposal and any system specification and any associated documents made available to Buyer by Company. Buyer and Company agree that this Software License is deemed to be part of the Agreement. This Software License applies to control system integration and programming and does not apply to any other services. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the General Terms and Conditions.

SECTION 1 LICENSE GRANT AND OWNERSHIP

1.1 The Company hereby grants to Buyer a worldwide, perpetual, non-exclusive, non-transferable license to all software for Buyer's use in connection with the establishment, use, maintenance and modification of the system implemented by the Company. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Company and accepted by the Buyer.

1.2 Except as expressly set forth in this paragraph, the Company shall at all times own all intellectual property rights to the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to the Company or allow the Company to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by the Company for any purposes other than those associated with delivery of the system.

SECTION 2 COPIES, MODIFICATION, AND USE

2.1 Buyer may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Buyer's business.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the software made by any party other than the Company.

SECTION 3 WARRANTIES AND REPRESENTATIONS

The Company represents and warrants to Buyer that:

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3.1 it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Buyer;

3.2 the Products and Services provided by Company subject to this Software License, including the Software and all intellectual property provided hereunder, are original to the Company or its subcontractors or partners; and

3.3 the software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

3.4 The Company further represents and warrants that, throughout the System Warranty Period, the executable object code of Software and the system will perform substantially in accordance with the system specifications and Agreement. If the Software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the system specifications and in the Agreement.

SECTION 4 INDEMNIFICATION

4.1 The Company hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by the Company infringes or otherwise violates any rights of any such third party.

4.2 Buyer hereby indemnifies and shall defend and hold harmless the Company, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated,



against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5 TRANSFER AND TERMINATION

This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original

configuration in another location. The Company may terminate this license upon notice for failure to comply with any of the terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the Software, including all copies and modifications.

Buyer Acceptance of Software License Agreement

Signed Name

Buyer

Printed Name

Date

**ADDENDUM TO PROPOSAL/INVESTMENT SUMMARY, GENERAL TERMS AND
CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT AND SOFTWARE
LICENSE AGREEMENT**

**BY AND BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD.**

AUDIO-VISUAL UPGRADES TO COMMISSION CHAMBERS

THIS ADDENDUM TO PROPOSAL/INVESTMENT SUMMARY, GENERAL TERMS AND CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT AND SOFTWARE LICENSE AGREEMENT ("Addendum") is made and entered into as of this ____ day of _____, 2019, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (referred to as "Town", "Buyer", and/or "Customer") and **AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD.** (referred to as "Company" and/or "AVI-SPL").).

WITNESSETH:

WHEREAS, the Town and Company wish to enter into those certain (i) Proposal and Investment Summary; (ii) General Terms and Conditions Agreement, (iii) Customer Care Agreement, and (iv) Software License Agreement, for the purpose of improving audio-visual production and quality for public meetings held at the Commission Chambers, including an upgrade of equipment, and enhance compliance with the American with Disabilities Act ("ADA") and applicable regulations (hereinafter, collectively, the "Agreement"); and

WHEREAS, Company will provide the equipment and professional integration services for the installation and implementation of the audio-visual upgrades at a cost of \$26,976.64; and

WHEREAS, the Town and Company desire to amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Company desiring to be legally bound, do hereby agree and covenant as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Payments.** Company shall deliver an invoice to the Town once the System

installation is completed detailing deliverables or services delivered or completed and the amount due to Company under the Agreement. The Town shall pay the Company in accordance with the Florida Prompt Payment Act after approval and acceptance of the deliverables or services by the Town Manager and/or his designee.

5. **Insurance.**

- 5.1 Company shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Company's insurance and shall not contribute to the Company's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 5 and may be increased by the Town as it deems necessary or prudent.
- 5.2 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 5.3 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Company shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 5.4 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 5.5 Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

- 5.6 Cyber Liability Insurance in the amount of Two Million Dollars \$2,000,000.00.
- 5.7 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Company shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 5.8 **Additional Insured.** Except with respect to Professional Liability Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Company in performance of the Agreement. The Company's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Company's insurance. The Company's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 5.9 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Company shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 5.10 The provisions of this section shall survive termination of the Agreement.

6. **Indemnification.** Company shall protect, defend, indemnify, save and hold harmless the Town, all departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act or omission of the Company, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

7. **Notices/Authorized Representatives.**

7.1 Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Surfside
Town Manager
9293 Harding Avenue
Surfside, Florida 33154

With a copy to: Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

For The Company: AVI-SPL, Inc.
Attention: Executive Vice President
6301 Benjamin Road, Suite 101
Tampa, Florida 33634

8. **Governing Law.**

The Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

9. **Ownership and Access to Records; Public Records.** Notwithstanding anything to the contrary in the Agreement, the Agreement and all deliverables and services provided by the Company are subject to Florida's Public Records Law (Chapter 119, Florida Statutes, including but not limited to the following:

- 9.1 Company acknowledges that all inventions, innovations, improvements, developments, methods, studies, designs, analyses, plans, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Company during the term of the Agreement (“Work Product”) belong to the Town. Company shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of the Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 9.2 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from the Company providing the Services to the Town under the Agreement shall be the property of the Town.
- 9.3 Company agrees to keep and maintain public records in Company’s possession or control in connection with Company’s performance under the Agreement. Company additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 9.4 Upon request from the Town custodian of public records, Company shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.5 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 9.6 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Company shall be delivered by the Company to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Company shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Company shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 9.7 Any compensation due to Company shall be withheld until all records are received as provided herein.
- 9.8 Company's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: **SANDRA NOVOA, MMC,
TOWN CLERK**

Mailing address: **9293 Harding Avenue
Surfside, Florida 33154**

Telephone number: **305-887-9541**

Email: **snovoa@townofsurfsidefl.gov**

10. Compliance with Laws.

Company shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under the Agreement.

11. Most Favored Nation.

Company agrees that if, after the Effective Date of the Agreement, it enters into an 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, the Town may provide Company 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 agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate

this Agreement without penalty or early termination fee. .

12. **Ratification.** Except as expressly amended herein, all of the terms and provisions of the Agreement remain unmodified and in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall govern as necessary to resolve any such conflict.

13. **Controlling Agreement; No Construction against Drafter.** The Agreement, as modified by this Addendum, is the sole expression of the agreement between the Town and Company as to the subject matter thereof.

14. **Counterparts, Facsimiles.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

<p>ATTEST:</p> <p>_____</p> <p>Town Clerk</p>	<p>TOWN:</p> <p>TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation</p> <p>By:_____</p> <p>Name: _____</p> <p>Title:_____</p> <p>Date:_____</p>
<p>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</p> <p>_____</p> <p>Town Attorney</p>	
	<p>COMPANY:</p> <p>AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD.</p> <p>By:_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date:_____</p>



MEMORANDUM

ITEM NO. 5D

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: March 12, 2019

Subject: Triad Security Group, Inc. Second Addendum

The Town upgraded the security card access system for all Town Hall and Police Department facilities in December of 2018. This item was approved by the Town Commission on February 13, 2018.

During the project, it was determined that six (6) additional doors were needed for Town Hall to be secured as best possible.

As this is an unbudgeted item, the \$16,642.20 one-time charge will be covered under the current fiscal year's contingency line item.

The Town Administration is recommending Town Commission approval of this second addendum to the Triad Security Group, Inc. agreement.

Reviewed by

Prepared by

RESOLUTION NO. 2019- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING ADDITIONAL WORK FOR THE ACCESS CONTROL SYSTEM AT TOWN HALL; APPROVING THE SECOND ADDENDUM TO THE INSTALLATION AND SERVICE AGREEMENT WITH TRIAD SECURITY GROUP, INC. FOR THE ADDITIONAL WORK, IN SUBSTANTIALLY THE FORM ATTACHED HERETO; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE ADDITIONAL WORK; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 28, 2018, the Town of Surfside (“Town”) entered into an Installation and Service Agreement, and Addendum, with Triad Security Group, Inc. (“Triad”) for the access control system (software and hardware) at Town Hall, including the purchase of equipment by the Town, installation, maintenance and support for the new access control system (the “Agreement”); and

WHEREAS, the Town has elected to add additional work to the Agreement, consisting of six (6) additional doors to the new access control system, including the purchase of additional security and door equipment and installation thereof, all as set forth in the Invoice Proposal attached hereto as Exhibit “A” (“Additional Work”); and

WHEREAS, the Town and Triad wish to amend the Agreement to add the additional scope of work as set forth in the Invoice Proposal attached hereto as Exhibit “A”, at a cost of \$16,642.20, pursuant to the terms and conditions of the Second Addendum to the Agreement attached hereto as Exhibit “B”; and

WHEREAS, the Town Commission finds that the Additional Work as set forth in the Invoice Proposal attached hereto as Exhibit “A”, and the Second Addendum substantially in the form attached hereto as Exhibit “B”, are in the best interest and welfare of the Town and enhance the security of Town Hall and all employees and visitors.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Invoice Proposal from Triad attached hereto as Exhibit “A” for Additional Work, and the Second Addendum in substantially the form attached hereto as Exhibit “B”, are hereby approved. The Town Commission authorizes the Town Manager to execute the Second Addendum on behalf of the Town, together with such non-

substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency, as well as any other documents necessary for the Additional Work.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Second Addendum.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend the amount of \$16,642.20 for the Additional Work.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this ____ day of March, 2019.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TRIAD SECURITY GROUP INC
9305 Old Orchard Road
Davie, Florida 33328
License # EF20000612



Invoice

Date 11/28/2018
Invoice # 14767

Bill To
Town of Surfside Attn: Jose Feliz 9301 Collins Ave Surfside, FL 33154

Ship To
City Hall 9293 Harding Avenue Surfside, Florida 33154

P.O.

Project

Terms
Net 30

Description	QTY	Rate	Amount
Access Control - Additional Doors - Components			0.00
Doors Added:			
- TM Parking			
- PD Admin			
- Server Room - 2nd Floor			
- Second Floor Hallway			
- City Hall South Door			
- Garage Evidence Door			
Lenel - LNL-8000 Multiplexer Board	2	492.80	985.60
Lenel - LNL-1300 Board	5	277.20	1,386.00
Lenel - LNL-1320 Board	1	582.00	582.00
Altronix BC100 - J-Box	6	40.25	241.50
Altronix AL1012UXB Power Supply	1	184.70	184.70
Door Contact	6	39.00	234.00
Door Lock - 2 sided	1	256.65	256.65
Door Lock - Storeroom Function	1	158.00	158.00
Latch Protector	1	45.00	45.00
HES 5000C Strike	3	156.80	470.40
HES 9600 Strike	3	306.45	919.35
Card Reader - HID	7	147.00	1,029.00
Cable - Plenum	1,400	0.45	630.00

Thank you for your business! We appreciate it!

Please reference the invoice number on your check or payment and remit payment to the address listed above. If you have any questions regarding your bill or service please give a call at 954-364-7436

Phone #	Fax #	Email
954.364.7436	954.577.3319	TRIADSECURITYGROUP@COMCAST.NET

Subtotal
Sales Tax (0.0%)
Payments/Credits
Balance Due

The logo for Triad Security Group, Inc. features the word "TRIAD" in large, bold, black capital letters. A red triangle is positioned behind the letters, pointing downwards. Below "TRIAD", the words "SECURITY GROUP" are written in red capital letters, and "INC" is written in black capital letters below that. Horizontal lines are placed on either side of "INC".

Date 11/28/2018
Invoice # 14767

Description	QTY	Rate	Amount
Installation	7	1,360.00	9,520.00

Subtotal	\$16,642.20
Sales Tax (0.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$16,642.20

Phone #	Fax #	Email
954.364.7436	954.577.3319	TRIADSECURITYGROUP@COMCAST.NET

**SECOND ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
TRIAD SECURITY GROUP, INC.**

ACCESS CONTROL SYSTEM – TOWN HALL

THIS SECOND ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT (“Second Addendum”) is made and entered into as of this ____ day of _____, 2019, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town” and/or “Subscriber”) and **TRIAD SECURITY GROUP, INC.**, a Florida Corporation (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, on February 28, 2018, the Town and Contractor entered into that certain Installation and Service Agreement, and Addendum, for the purpose of Contractor upgrading the access control system (software and hardware) at Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154 (“Premises”), including the purchase of equipment by the Town, installation, maintenance and support of the new access control system at the Premises (“Work”), (hereinafter the “Agreement”); and

WHEREAS, the Town has elected to add six (6) additional doors to be secured by the new system, including the purchase of additional security and door equipment, and installation charges, all as set forth in the Invoice Proposal attached hereto as Exhibit “A” (“Additional Work”); and

WHEREAS, the Town and Contractor wish to amend the Agreement to add the additional scope of work as set forth in the Invoice Proposal attached hereto as Exhibit “A”.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Defined Terms.** All initial capitalized terms used in this Second Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.

3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.

4. **Term.**

4.1 **Installation of Additional Work.** All work or services required under the Agreement shall include the Additional Work. Installation of the Additional Work shall commence promptly upon execution of this Second Addendum and be completed within 15 working days. Time is of the essence in the performance of the Additional Work and services pursuant to the Agreement. Upon completion of the installation and operation of

the Additional Work, and final acceptance of the Additional Work by the Town as certified in writing by the Town Manager, the Town shall make payment to the Contractor of the full balance (\$16,642.20) within 30 days of said completion and installation of the Additional Work.

4.2 Maintenance and Service Term. The initial maintenance and service term of the Agreement for the Additional Work shall commence upon final acceptance and certification of the Additional Work by the Town, and shall continue for three (3) years ("Term"). Thereafter, the Term shall automatically renew for consecutive one (1) year terms ("Renewal Terms"), until such time as either party notifies the other in writing with 30 days advance notice of its intent to terminate or not renew the Agreement.

5. Counterparts. This Second Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Second Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.

6. Ratification; Second Addendum Controls. Except as expressly amended herein, all of the terms and provisions of the Agreement remain unmodified and in full force and effect, and applicable to the Additional Work. In the event of any conflict between the terms of the Agreement and the terms of this Second Addendum, the terms of this Second Addendum shall govern as necessary to resolve any such conflict.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

<p>ATTEST:</p> <p>_____</p> <p>Town Clerk</p>	<p>TOWN:</p> <p>TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation</p> <p>By:_____</p> <p>Name: _____</p> <p>Title:_____</p> <p>Date:_____</p>
<p>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</p> <p>_____</p> <p>Town Attorney</p>	
	<p>Contractor</p> <p>TRIAD SECURITY GROUP, INC., a Florida corporation</p> <p>By:_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date:_____</p>



MEMORANDUM

ITEM NO. 5E

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: March 12, 2019

Subject: Executive Recruitment of Finance Director

The Finance Director recruitment efforts initiated on November 30, 2018 via posting on the Town website and e-blasted to all registered to receive employment notices from the Town. Efforts continued with postings to the Florida League of Cities, Government Finance Officers Association (GFOA) and Florida Government Finance Officers Association (FGFOA). The post was also emailed to a data base of over 700 qualified candidates and sent to Miami-Dade County for possible candidates.

The recruitment of the Finance Director has been extremely difficult. The administration received seven (7) applications. Most of the 7 applicants did not possess the experience and/or qualifications required. Three interviews were conducted. Two candidates received employment offers; the offers were not accepted.

The benefit of retaining an executive search firm is that the recruiters have contacts that are far more extensive than the administration has. This includes individuals that they have recruited in the past or who may know other individuals who may be interested. Retaining an executive search firm is an accepted practice in the private sector and is growing in the public sector. After having tried every strategy available to the Town, the administration has reached the conclusion that in order to maintain our record of recruiting first class, highly motivated, extremely skilled individuals, an executive search firm must be utilized for this search.

The Town contacted Collin Baenziger & Associates, Slavin Management Consultants and The Mercer group for proposals. The above listed firms are well known in governmental executive search.

The professional fees for the search (include all expenses and costs) will not exceed \$25,000. The executive search process can take anywhere between 90 – 120 days to successfully complete.

Staff request a motion to approve the Resolution authorizing the expenditure not to exceed \$25,000 and to enter into agreement with an executive recruiting firm to conduct the Finance Director search for the Town of Surfside.

RESOLUTION NO. 2019- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN EXPENDITURE FOR AN EXECUTIVE RECRUITING FIRM FOR SELECTION OF A FINANCE DIRECTOR; AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$25,000; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) seeks to hire a qualified Finance Director; and

WHEREAS, the Town advertised the position of Finance Director on the Town’s website, Florida League of Cities, Government Finance Officers Association (GFOA), Florida Government Finance Officers Association, emailed to over 700 qualified candidates and sent to Miami-Dade County for possible candidates.

WHEREAS, the recruitment of the Finance Director has been extremely difficult; and

WHEREAS, two candidates received employment offers from the Town, and the offers were not accepted; and

WHEREAS, the Administration has determined there is a critical urgency to fill the position of Finance Director as rapidly as possible and therefore, the Administration is seeking proposals from executive recruitment firms; and

WHEREAS, the Administration is in the process of obtaining quotes from three executive search firms: Collin Baenziger & Associates, Slavin Management Consultants and The Mercer Group; and

WHEREAS, the Town Commission finds that hiring an executive search firm is in the best interest and welfare of the Town

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Town Commission authorizes the Town Manager to negotiate and execute an Agreement on behalf of the Town with the search firm determined by the Town Manager to provide the most responsible bid not exceeding \$25,000, subject to approval by the Town Manager and Town Attorney as to legal sufficiency.

Section 3. **Implementation.** The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 12th day of March, 2019.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



**Town of Surfside
Town Commission Meeting
March 12, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: March 12, 2019
Prepared by: Daniel Dietch, Mayor
Subject: Annual Performance Evaluation
Guillermo Olmedillo, Town Manager

In accordance with the Town Manager's Employment Agreement, the Town Commission shall conduct a formal annual performance evaluation. On January 8, 2019 the Town Commission approved the performance evaluation form, which included the following evaluation criteria categories:

- | | |
|---------------------------------------|----------------------|
| 1. Individual Characteristics | 6. Citizen Relations |
| 2. Professional Skills and Status | 7. Staffing |
| 3. Relations with the Town Commission | 8. Supervision |
| 4. Policy Execution | 9. Fiscal Management |
| 5. Reporting | 10. Community |

The Town Commission was asked to evaluate the Town Manager on various aspects relating to the ten (10) evaluation criteria categories identified above. The rating scale was defined as follows:

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

The individual Town Commissioner ratings have been tabulated and are summarized in Table 1. The Town Clerk has copies of the complete performance evaluations prepared by each Elected Official.



Town of Surfside
Town Commission Meeting
March 12, 2019
7:00 pm

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Table 1
Town Manager Performance Evaluation Rating Summary

Elected Official	Evaluation Criteria/Ratings ¹										Average Rating
	Individual Characteristics	Professional Skills and Status	Relations with the Town Commission	Policy Execution	Reporting	Citizen Relations	Staffing	Supervision	Fiscal Management	Community	
Cohen	5.0	4.2	5.0	4.6	4.8	3.8	5.0	5.0	5.0	3.4	4.6
Dietch	3.8	3.6	3.8	4.0	2.8	2.8	4.2	4.0	4.0	3.4	3.6
Gielchinsky	5.0	4.8	4.6	5.0	4.6	5.0	5.0	5.0	5.0	5.0	4.9
Karukin	5.0	5.0	5.0	5.0	4.4	4.0	4.6	5.0	5.0	4.4	4.7
Paul	3.2	2.8	2.8	2.0	2.8	2.4	3.2	3.2	2.8	2.8	2.8
Average Rating	4.4	4.1	4.2	4.1	3.9	3.6	4.4	4.4	4.4	3.8	4.1

NOTE:

1. Ratings are defined as follows:
- 5 = Excellent (almost always exceeds the performance standard)
4 = Above Average (generally exceeds the performance standard)
3 = Average (generally meets the performance standard)
2 = Below Average (usually does not meet the performance standard)
1 = Poor (rarely meets the performance standard)

Sandra Novoa

Subject: FW: MDCLC Board appointment

Dear Mayor Dietch:

Allow me this opportunity to first thank you for your continued participation in and support of the Miami-Dade County League of Cities (MDCLC). President Jordan W. Leonard, and myself are well aware that MDCLC's success is a direct result of the hard work and dedication of its members. For this reason, we need your cooperation in making appointments to the Board.

Each member municipality designates one of its elected officials to serve as a **Director** and one as an **alternate Director** of the League for a period of one year. The term commences at the date of the Annual Meeting in the month of May, and runs until the following May.

Allow this letter to serve as a kind reminder that you are required to designate a Director and an alternate to represent your municipality on the MDCLC's Board preferably before **April 1st, 2019**. Please send us a note to the League office naming your appointments.

Thank you for your continued cooperation and support.

Sincerely,

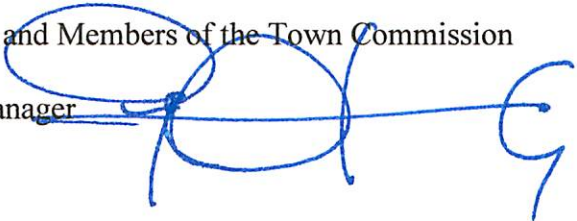
Richard Kuper, Esq.
Executive Director
Miami-Dade County League of Cities
Biscayne Building
19 West Flagler Street, Ste. 707
Miami, FL 33130
(305) 416-4155
(305) 416-4157
mdclc@bellsouth.net
www.mdclc.org



MEMORANDUM

ITEM NO. 9F

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager 

Date: March 12, 2019

Subject: Approval to Modify the Parking Meter Rate to a Variable Rate Based System

In response to concerns related to an ever-growing influx of vehicles occupying the limited supply of parking spaces, the lack of available parking spaces due to vehicles parking in spaces for extended periods of time, and the correlating traffic congestion created due to vehicles double parking on State Road A1A, the Town Administration reviewed alternatives to the flat rate parking structure presently utilized for On-street and Off-street parking.

The Parking Meter Rate for the Town of Surfside is currently \$1.75 per hour for Off-Street parking and \$2.00 per hour for On-Street parking. An analysis of the Parking Meter Rate for coastal jurisdictions similar to Surfside revealed that most utilize a Variable Parking Meter Rate System based on several factors such as day of the week, time of day, and geographical location in order to achieve parking efficiencies and reduce traffic congestion.

Town of Surfside residents with valid town issued parking permits will be entitled to the rights and privileges they presently enjoy in regards to On-Street parking spaces, Off-Street parking spaces and overnight parking.

The recommended implementation of the Variable Parking Meter Rate in the Town of Surfside would be based on: day of the week, holidays, time of day, and parking location as follows:

Off-Street Parking (Municipal Parking Lots) Variable-Rates:

- Weekends / Holidays:
 - \$3.00 / hour, for the first 2 hours
 - \$4.00 / hour, after the first 2 hours
- Weekdays:
 - Between 11:00 AM – 3:00 PM \$3.00 / hour with a 2-hour limit *
 - Between 3:00 PM – 11:00 AM \$1.75 / hour with a 2-hour limit *

(* After the first 2 hours the parking space is not renewable and the vehicle will not be permitted to park in a Town municipal parking lot for the remainder of that day).

On-Street Variable-Rates:

- Weekends / Holidays:
 - \$3.00 / hour, for the first 2 hours
 - \$4.00 / hour, after the first 2 hours

- Weekdays:
 - Between 11:00 AM – 3:00 PM \$4.00 / hour with a 2-hour limit *
 - Between 3:00 PM – 11:00 AM \$1.75 / hour with a 2-hour limit *

(* After the first 2 hours the parking space is not renewable and the vehicle will not be permitted to park in an On-Street parking space in the Business District for the remainder of that day).

The budget impact of modifying the Parking Meter Rate for On-Street and Off-Street Parking from a Flat Rate Based System to a Variable Rate Based System will have a positive impact on parking fees collected.

The Administration seek Town Commission direction on the modification of the Parking Meter Rate for On-Street and Off-Street Parking from a Flat Rate Based System to a Variable Rate Based System as described.

Prepared by: Captain John Bambis

Approved by: Chief Julio Yero





**Town of Surfside
Town Commission Meeting
March 12, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: March 12, 2019
Prepared by: Daniel Dietch, Mayor
Subject: Code Compliance Resources

Objective: To seek direction from the Town Commission whether to direct the Town Manager to hire additional qualified staff to meet code compliance needs outside of the traditional workday.

Consideration: Since 2010, multiple Town Commissions have provided policy direction to professionalize the Town's code compliance function. This transformation, from a "weaponized" approach to a "compliance" approach, has been evolutionary in terms of priorities, staffing and results. This transformation has embraced the use of a citizen committee, workshops and special meetings to realign the priorities to the needs and desires of the community. Initially, due to a backlog resulting from a "laissez-faire" code compliance approach, the primary focus was on "life safety" matters. More recently, attempts to effectively achieve uniform compliance with such activities as beach furniture, sidewalk dining, property maintenance, etc., have been hampered by staffing levels and availability. In order to achieve code compliance consistent with our community standards as defined by our Code of Ordinances, additional qualified staff that can work outside of the traditional workday is required.

Recommendation: For the Town Commission to direct the Town Manager to hire additional qualified staff to meet code compliance needs outside of the traditional workday.



**Town of Surfside
Town Commission Meeting
March 12, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: March 12, 2019
Prepared by: Daniel Dietch, Mayor
Subject: Sunscreen Chemical Ban

Objective: To gain consensus from the Town Commission to direct the Town Attorney to prepare an ordinance that bans the sale or distribution of any sunscreen product that contains oxybenzone and/or octinoxate.

Consideration: The Town of Surfside has an obligation to be a good steward of our environment. Part of this stewardship extends to coral reefs, which are an important part of our coastal systems. There is a growing body of evidence indicating oxybenzone and octinoxate, two active ingredients in sunscreen, accumulate in the water from bathers and can damage coral reefs through bleaching and harming the corals' DNA.

Last year, Hawaii banned the sale or distribution of any sunscreens containing oxybenzone and octinoxate, a measure that will go into effect on Jan. 1, 2021. The legislation is attached. It was the first state in the nation to implement such a ban. More recently on February 5, 2019, the City of Key West adopted Enactment No: Ord 19-03, which is attached, that bans the sale of sunscreens with oxybenzone and octinoxate, effective February 5, 2020. Currently, the City of Miami Beach is also developing a complimentary ordinance.

Recommendation: For the Town Commission to direct the Town Attorney to coordinate with the City of Miami Beach Attorney's Office and prepare an ordinance that bans the sale or distribution of any sunscreen product that contains oxybenzone and/or octinoxate.

Attachments

A BILL FOR AN ACT

RELATING TO THE ENVIRONMENT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:

1 SECTION 1. The legislature finds that the chemicals
2 oxybenzone and octinoxate, which are found in some sunscreens,
3 enter the ocean by washing off swimmers, surfers, paddlers,
4 spearfishers, divers, and other ocean users. Although these
5 chemicals are also present in other products, sunscreen products
6 are by far the largest source of oxybenzone and octinoxate
7 present in the ocean.

8 The legislature further finds that notable scientific
9 evidence from years of research shows that oxybenzone and
10 octinoxate are toxic to coral and threaten the health of reefs.
11 These chemicals bioaccumulate in corals and cause developmental
12 deformities, cellular degradation, and tissue lysis in coral
13 larvae, which makes them unable to swim and settle out to form
14 new coral colonies. In addition, exposure to oxybenzone and
15 octinoxate makes coral more susceptible to bleaching at lower
16 temperatures, and reduces the resiliency of a reef and its



1 ability to recover from the impacts of other environmental
2 hazards.

3 The legislature also finds that oxybenzone and octinoxate
4 also have negative effects on human health. These chemicals are
5 readily absorbed in the body and have been shown to cause
6 disruptive reproductive effects. The legislature finds that
7 according to a peer-reviewed study published in the scientific
8 journal Environmental Science & Technology, exposure to these
9 sunscreen chemicals has an estrogenic effect in the body, which
10 can lead to endometriosis, breast cancer, and low birth weights
11 for pregnant women. Oxybenzone exposure has also been linked
12 to lower testosterone levels in boys and men.

13 The legislature also finds that researchers have found
14 oxybenzone concentrations in some Hawaiian waters to be more
15 than thirty times the level considered safe for coral. The
16 legislature believes that Hawaii's beautiful beaches and coral
17 reefs must be preserved to protect our economy, environment, and
18 way of life.

19 Accordingly, the purpose of this Act is to protect our
20 oceans and the health of residents and visitors by prohibiting
21 the sale of non-prescription sunscreen products that contain



1 oxybenzone or octinoxate. The legislature notes that
2 prohibiting the sale of non-prescription sunscreen products with
3 these chemicals will not jeopardize public health. Effective
4 sunscreen products can be made with mineral filters, such as
5 non-nano zinc oxide and titanium dioxide, and are readily
6 available.

7 SECTION 2. Chapter 342D, Hawaii Revised Statutes, is
8 amended by adding a new section to part IV to be appropriately
9 designated and to read as follows:

10 "§342D- Sale and distribution of certain sunscreen
11 products prohibited. (a) After December 31, 2019, it shall be
12 unlawful to sell, offer for sale, or distribute' for sale any SPF
13 sunscreen product that contains oxybenzone or octinoxate, unless
14 the product is sold or distributed to fulfill a prescription.

15 (b) For purposes of this section:

16 "Cosmetic" and "prescription" have the same meaning as in
17 section 328-1.

18 "Octinoxate" means the chemical (RS)-2-Ethylhexyl (2E)-3-
19 (4-methoxyphenyl)prop-2-enoate under the International Union of
20 Pure and Applied Chemistry chemical nomenclature registry that
21 has a chemical abstract service registry number 5466-77-3, and



1 whose synonyms include ethylhexylmethoxycinnamate, octyl
2 methoxycinnamate, Eusolex 2292, and Uvinul MC80, and is intended
3 to be used as protection against ultraviolet light radiation
4 with a spectrum wavelength from 370 nanometers to 220 nanometers
5 in an epidermal sunscreen-protection personal care product.

6 "Oxybenzone" means the chemical (2-Hydroxy-4-
7 methoxyphenyl)-phenylmethanone under the International Union of
8 Pure and Applied Chemistry chemical nomenclature registry that
9 has a chemical abstract service registry number 131-57-7, and
10 whose synonyms include benzophenone-3, Escalol 567, Eusolex
11 4360, KAHSCREEN BZ-3, 4-methoxy-2-hydroxybenzophenone and
12 Milestab 9, and is intended to be used as protection against
13 ultraviolet light radiation with a spectrum wavelength from 370
14 nanometers to 220 nanometers in an epidermal sunscreen-
15 protection personal care product.

16 "SPF sunscreen product" means any sunscreen, sunblock, or
17 suntan product that is subject to regulation under title 21 Code
18 of Federal Regulations part 352; provided that "SPF sunscreen
19 product" does not include any cosmetic.

20 (c) Any person who violates this section shall be guilty
21 of a petty misdemeanor."



H.B. NO. 2264

1 SECTION 3. New statutory material is underscored.

2 SECTION 4. This Act shall take effect on July 1, 2018.

3 INTRODUCED BY: Wade E. Lown

John
Do
Chen Hill
W. R.
W. R.
16th Br
W. R.

W. R.
W. R.
Cal Act
Cindy Evans
W. R.
Rich Lown
W. R.
W. R.
W. R.
W. R.

JAN 22 2018



Report Title:

Sunscreen; Octinoxate; Oxybenzone; Prohibitions

Description:

Prohibits the sale, offer for sale, or distribution for sale of non-prescription SPF sunscreen products containing octinoxate or oxybenzone.

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA,
AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES
ENTITLED "ENVIRONMENT" BY CREATING ARTICLE VII
ENTITLED "SUNSCREEN"; SECTION 26-223 ENTITLED
"SALE OF SUNSCREEN PRODUCTS; PENALTIES";
PROVIDING FOR SEVERABILITY; PROVIDING FOR
REPEAL OF INCONSISTENT PROVISIONS; PROVIDING
FOR AN EFFECTIVE DATE

WHEREAS, the City Commission for the City of Key West finds that two chemicals contained in many sunscreens, oxybenzone and octinoxate, have significant harmful impacts on the marine environment and residing ecosystems around the waters of Key West, including coral reefs that protect the shoreline of Key West, and the Florida Keys. Oxybenzone and octinoxate cause mortality in developing coral; increase coral bleaching that indicates extreme stress, even at temperatures below 87.8 degrees Fahrenheit; and cause genetic damage to coral and other marine organisms. These chemicals have also been shown to degrade corals' resiliency and ability to adjust to climate change factors and inhibit recruitment of new corals. Furthermore, oxybenzone and octinoxate appear to increase probability of endocrine disruption; scientific studies show that both chemicals can induce feminization in adult male fish

and increase reproductive diseases in marine invertebrate species (e.g., sea urchins), vertebrate species (e.g., fish such as wrasses, eels, and parrotfish), and mammals. The chemicals also induce deformities in the embryonic development of fish, sea urchins, coral, and shrimp and induce neurological behavioral changes in fish that threaten the continuity of fish populations. In addition, species that are listed on the federal Endangered Species Act and inhabit the waters near Key West, including sea turtle species, marine mammals, and migratory birds, may be exposed to oxybenzone and octinoxate contamination.

WHEREAS, The City Commission for The City of Key West further finds that environmental contamination of oxybenzone and octinoxate persists in the coastal waters near Key West, as the contamination is constantly refreshed and renewed every day by swimmers and beachgoers. Swimming and other water activities cause these chemicals to pollute the waters near Key West, unless they are actively mitigated. Sewage contamination of coastal waters is another source of oxybenzone and octinoxate environmental contamination, as these chemicals are not removed

by the city's wastewater treatment system. Oxybenzone and octinoxate are also discharged to the ground and surface waters from cesspools, leaking septic systems, and municipal wastewater collection and treatment systems. The purpose of this ordinance is to preserve marine ecosystems, including coral reefs, by prohibiting the sale in The City of Key West of ultraviolet sun protection factor sunscreen personal care products containing oxybenzone and octinoxate.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That Chapter 26 of the Code of Ordinances for the City of Key West, is amended by adding a new Article VII to be appropriately designated and to read as follows:

Article VII. SUNSCREEN

Sec. 26-223. Sale of sunscreen products containing oxybenzone or octinoxate, or both; prohibition; Penalty.

*(Coding: Added language is underlined; deleted language is ~~struck through~~. Added language for second reading is double-underlined; deleted language is ~~double struck through~~)

(a) For purposes of this section:

"Octinoxate" refers to the chemical ((RS)-2-Ethylhexyl (2E)-3-(4-methoxyphenyl)prop-2-enoate under the International Union of Pure and Applied Chemistry chemical nomenclature registry; that has a chemical abstract service registry number 5466-77-3; whose synonyms include but are not limited to ethylhexyl methoxycinnamate, octyl methoxycinnamate, Eusolex 2292, Neo Heliopan AV, NSC 26466, Parsol MOX, Parasol MCX, Parsol MOX, and Uvinul MC80; and is intended to be used as protection against ultraviolet light radiation with a spectrum wavelength from 370 nanometers to 220 nanometers in an SPF sunscreen protection personal care product.

"Oxybenzone" refers to the chemical (2-Hydroxy-4-methoxyphenyl)-phenylmethanone under the International Union of Pure and Applied Chemistry chemical nomenclature registry; that has a chemical abstract service registry number 131-57-7; whose synonyms include but are not limited to benzophenone-3, Escalol 567, Eusolex 4360, KAHSCREEN BZ-3, Uvasorb MET/C, Syntase 62, UV 9, Uvinul 9, Uvinul M-40, Uvistat 24, USAF Cy-9, Uniphenone-3U, 4-methoxy-2-hydroxybenzophenone and Milestab 9; and is intended to be used as protection against ultraviolet light radiation

with a spectrum wavelength from 370 nanometers to 220 nanometers in an SPF sunscreen protection personal care product.

"SPF sunscreen protection personal care product" includes but is not limited to lotion, paste, balm, ointment, cream, solid stick applicator, brush applicator, roll-on applicator, aerosol spray, non-aerosol spray pump, and automated and manual mist spray."

(b) It shall be unlawful to sell, offer for sale, or distribute for sale in the City of Key West any SPF sunscreen protection personal care product that contains oxybenzone or octinoxate, or both, without a medically-licensed prescription.

(c) Penalty. A first time violation of this section shall result in one written warning. Second and subsequent violations shall be punishable by the civil citation procedure pursuant to Ch. 2, Article VI, Division 3 of the Code of Ordinances for The City of Key West.

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall

be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance shall go into effect one year from its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held
this _____ day of _____, 2019.

Read and passed on final reading at a regular meeting held
this _____ day of _____, 2019.

Authenticated by the presiding officer and Clerk of the
Commission on _____ day of _____, 2019.

Filed with the Clerk _____, 2019.

Mayor Teri Johnston	_____
Commissioner Gregory Davila	_____
Commissioner Mary Lou Hoover	_____
Commissioner Sam Kaufman	_____
Commissioner Clayton Lopez	_____
Commissioner Billy Wardlow	_____
Commissioner Jimmy Weekley	_____

TERI JOHNSTON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK



Town of Surfside Commission Communication

Agenda Item: # 9I

Agenda Date: March 12, 2019

From: Michael Karukin, Town Commissioner

Subject: Zoning in Progress – New Applications or Site Plans for Hotels in H40 Zoning District, South of 93rd Street

Background: On February 12, 2019, the Town Commission gave direction to the Town Staff to prepare an ordinance to prohibit Hotel Use in the H40 zoning district south of 93th Street. Staff has prepared a draft Ordinance which was considered on first reading on March 12, 2019. The proposed ordinance will be considered next by the Planning and Zoning Board and the Town Commission will then consider the Ordinance on Second Reading in April or May 2019.

Analysis: Code section 90-6 states that the purpose of zoning in process *generally allows the town to apply, on a retroactive basis, if necessary, changes to zoning regulations or to the zoning district status of property, to previously approved or currently in process development applications. Additionally, the zoning in progress allows a temporary hold on permits and licenses if there is a change in zoning, which is already in progress that would affect the permit of license.* In an effort to avoid the Town accepting an application without having the proposed building lengths in place, Staff is proposing a zoning in progress be implemented to allow time to prepare an ordinance.

Recommendation: The Town Commission has given direction to Staff towards this zoning change and is expecting to move forward quickly with second reading of the ordinance after Planning and Zoning Board review. It is recommended that the Town Commission direct the Town Clerk to publish a notice of zoning in progress as provided in Section 90-6 “Zoning in Progress” of the Code of Ordinances, in order to apply a hold on the processing of new or amended development applications that are submitted to the Town after the date of the publication of the notice.

**TOWN OF SURFSIDE
NOTICE OF
ZONING IN PROGRESS**

The Town of Surfside hereby gives Notice of Zoning in Progress relative to proposed revisions to the Town Zoning Code pursuant to Section 90-6 of the Town Zoning Code except that however, the Notice shall not apply to any pending applications for development approvals which have been determined to be complete applications as of the date of the Notice of Zoning in Progress. Amendments to the Zoning Code are being considered and may be proposed relative to Amending Chapter 90 Zoning to prohibit Hotel Use in the H40Zoning District between Collins and Harding Avenues from 93rd Street To 88th Street.

A Public Hearing for first reading of an ordinance which may prohibit Hotel Use in the H40Zoning District between Collins and Harding Avenues from 93rd Street To 88th Street has been considered at first reading and will be noticed prior to subsequent Planning and Zoning Board meetings and the Town Commission meeting date. Interested parties may appear at the Public Hearing and be heard with respect to the proposed Ordinance. Any person wishing to address the Town Commission on any item at the Public Hearing is asked to register with the Town Clerk prior to that item being heard.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the Town Clerk, 305-861-4863, no later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Dated this _____ day of _____, 2019

Sandra Novoa, MMC
Town Clerk