City Hall Commission Chambers
1100 Park Lane East
Oakland Park, Florida 33334

CITY COMMISSION AGENDA
AUGUST 5, 2026 6:30 PM

NOTE: CRA MEETING - There will be a CRA Meeting prior to Public Comments. At that time, the Mayor will call for a recess of the City Commission meeting, open the CRA Meeting to conduct CRA business, close the CRA meeting and reconvene the City Commission meeting.

ROLL CALL

MOMENT OF SILENCE

PLEDGE TO THE FLAG

ADDITIONS / CHANGES / DELETIONS

At this time, any member of the City Commission or the City Manager may request to add, change, or delete items from the agenda.

PRESENTATIONS

*** 2026 Florida League of Cities Municipal Achievement Awards - Economic Advancement - Downtown Revitalization Through Public-Private Partnerships**

PUBLIC HEARINGS

QUASI-JUDICIAL HEARINGS

1. **Case # CD25-14OP3D/Z/P | SoFlow | Bonus Provision Program Application Submitted by SoFlow, Requesting Approval for a Proposed Health and Fitness Facility Located at 1048 East Oakland Park Boulevard. Advertising for this public hearing appeared in the Sun-Sentinel July 25, 2026.**

   Recommendation:

   Open Quasi-Judicial Hearing (Mayor may change order of proceedings.)
   Commissioners must be continuously present during proceedings
   Introductory Statement
   Swear In Witnesses (City Attorney)
   City Presents its case
   Petitioner/Representative Presents its Case
   Open Public Hearing
   Parties who are in support of the petition
   Parties who are in opposition of the petition
   Either Party May Question Anyone Who Spoke

Final Rebuttal by Respondent
Close Public Hearing
Mayor to Request Motion to Approve/Deny Application
Discussion
Vote on Motion

CITY COMMISSION RECESS FOR COMMUNITY REDEVELOPMENT AGENCY MEETING

2. **PUBLIC COMMENTS**

At this time any person will be allowed to speak on any matter that pertains to City Business for a length of time not to exceed four minutes per person.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory, and are not expected to require review or discussion. Items will be enacted by one Motion; however, if discussion of an item is requested by the City Commission, that item may be removed from the Consent Agenda and considered separately.

3. **Approval of Minutes - June 3, 2026**

Recommendation:

Strategic Performance Area - Oakland Park's Identity
Motion to Approve

4. **Renewal of Legislative Lobbying Consultant Services Agreement**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL AGREEMENT FOR LEGISLATIVE CONSULTING SERVICES BETWEEN THE CITY OF OAKLAND PARK AND RUSS KLENET & ASSOCIATES AND AUTHORIZING EXPENDITURE UP TO THE BUDGETED AVAILABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Financial Stability and Sustainability
Motion to Adopt Resolution

5. **First Renewal of Agreement with Hands On South Florida**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST ONE-YEAR RENEWAL OF THE AGREEMENT WITH HANDS ON SOUTH FLORIDA FOR THE PERIOD BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, IN AN AMOUNT NOT TO EXCEED $37,200.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Community Wellness and Recreation
Motion to Adopt Resolution

6. **Approval of an Agreement with Alarm Program Systems, LLC (APS) for False Alarm Reduction Program (FARP) Administrative Services Utilizing City of Wilton Manors Agreement #RFP 2025-03**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ENTER INTO A THREE-YEAR AGREEMENT WITH ALARM PROGRAM SYSTEMS, LLC FOR FALSE ALARM REDUCTION PROGRAM ADMINISTRATIVE SERVICES PIGGYBACKING

THE TERMS AND CONDITIONS OF THE CITY OF WILTON MANORS AGREEMENT AWARDED PURSUANT TO RFP 2025-03; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Public Safety and Community Integrity
Motion to Adopt Resolution

7. **Purchase and Installation of Zoom Room Equipment for Backup EOC at Fire Station 9**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF ZOOM ROOM EQUIPMENT AND RELATED INSTALLATION SERVICES FROM FULL MOON CREATIVE FOR THE BACKUP EOC AT FIRE STATION 9, AS WELL AS OTHER ZOOM ROOM EQUIPMENT AND RELATED INSTALLATION SERVICES THAT MAY BE REQUIRED CITYWIDE FOR EMERGENCY OPERATIONS, AND APPROVE THE PROPOSED BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Public Safety and Community Integrity
Motion to Adopt Resolution

8. **Second, and Final Renewal of Fire Rescue EMS Billing Services Contract to EMS Management & Consultants, Inc. (EMSMC)**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SECOND AND FINAL, RENEWAL AGREEMENT WITH EMS MANAGEMENT & CONSULTANTS, INC. (EMSMC), USING THE PRICING, TERMS AND CONDITIONS OF THE SEMINOLE COUNTY CONTRACT FOR EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES, RFP-604347-22/TKH, FOR THE PERIOD AUGUST 31, 2026, THROUGH AUGUST 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Financial Stability and Sustainability
Motion to Adopt Resolution

9. **Approval of the Third Amendment (Renewal) to the Agreement with Waste Management,Inc. of Florida for Bulk Trash Disposal Services**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE THIRD ONE-YEAR RENEWAL OF THE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA FOR BULK TRASH DISPOSAL SERVICES FOR THE PERIOD DECEMBER 28, 2026, THROUGH DECEMBER 27, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

10. **First Renewal of RFP #072523 - Solid Waste Continuing Consulting Services with Kessler Consulting Services, Inc.**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT FOR ONE-YEAR RENEWAL OF THE AGREEMENT

WITH KESSLER CONSULTING SERVICES, INC. FOR SOLID WASTE CONTINUING CONSULTING SERVICES FOR THE PERIOD SEPTEMBER 20, 2026, THROUGH SEPTEMBER 19, 2027, AFTER WHICH ONE FINAL RENEWAL WILL REMAIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Adopt Resolution

11. **Approval of a 90-Day Temporary Extension of the Agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A 90-DAY EXTENSION OF THE AGREEMENT WITH TETRA TECH, INC. FOR DISASTER DEBRIS MONITORING SERVICES, EFFECTIVE SEPTEMBER 6, 2026, THROUGH DECEMBER 4, 2026, OR UNTIL THE EFFECTIVE DATE OF A REPLACEMENT CONTRACT, WHICHEVER OCCURS FIRST; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

12. **Resolution Approving an Interlocal Agreement Between Broward County and the City of Oakland Park for the Installation and Maintenance of Bus Shelters**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF OAKLAND PARK FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

RESOLUTIONS AND MISCELLANEOUS

13. **Police and Fire Pension Board Appointment - One (1) Member**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA APPOINTING ONE (1) MEMBER TO SERVE ON THE POLICE AND FIRE PENSION BOARD OF TRUSTEES FOR THE TERM ENDING AUGUST 31, 2028; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Oakland Park's Identity
Motion to Appoint One (1) member _____
Discussion
Vote on Motion

City Attorney Introduce Resolution
Motion to Adopt Resolution
Discussion
Vote on Motion

14. **Local Government Area of Opportunity (LGAO) Support Request - Urban League of**

Broward County - Village of Oakland Park Project

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING AN EXPENDITURE NOT TO EXCEED $640,000.00 TO FUNCTION AS THE CITY'S FINANCIAL SUPPORT FOR PHASE II OF THIS PROJECT, IN ACCORDANCE WITH THE LOAN TERMS STIPULATED IN THE TERM SHEET. FURTHER AUTHORIZING THE CITY MANAGER TO COMPLETE THE REQUIRED LGAO FORM THAT WILL BE SUBMITTED BY THE DEVELOPER AS PART OF THE TAX CREDIT FUNDING APPLICATION TO FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Smart Growth and Development

Staff Presentation
City Attorney Introduce Resolution
Motion to Adopt Resolution
Discussion
Vote on Motion

15. **Approval to Piggyback the City of Coral Springs Agreement with Pro Transportation, Inc. d/b/a ProKel Mobility for Community Shuttle Operations**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO PIGGYBACK THE CITY OF CORAL SPRINGS AGREEMENT WITH PRO TRANSPORTATION, INC. D/B/A PROKEL MOBILITY FOR COMMUNITY SHUTTLE OPERATING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Community Wellness and Recreation

Staff Presentation
City Attorney Introduce Resolution
Motion to Adopt Resolution
Discussion
Vote on Motion

16. **Approval to Piggyback the City of Boynton Beach Contract with Rose Paving, LLC for Community Shuttle Stop ADA Improvements**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO PIGGYBACK THE CITY OF BOYNTON BEACH ASPHALT AND SIDEWALK REHABILITATION AGREEMENT NO. PWE22-008 WITH ROSE PAVING, LLC FOR CONSTRUCTION OF ADA-COMPLIANT COMMUNITY SHUTTLE STOP IMPROVEMENTS IN THE AMOUNT OF $38,058.50, WITH APPROVAL OF A 10% CONTINGENCY FOR A TOTAL POTENTIAL AUTHORIZATION NOT TO EXCEED $41,864.35; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs

City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion
Vote on Motion

17. **Eighth Amendment to the Development Agreement with Horizon Oakland Park, LLC for the Acquisition of Downtown Properties**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN HORIZON OAKLAND PARK, LLC AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Smart Growth and Development
City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion
Vote on Motion

18. **Seventeenth Amendment to the Purchase and Sale Agreement with Horizon Oakland Park, LLC for the Acquisition of Downtown Properties**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SEVENTEENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC., FOR THE ACQUISITION OF THE DOWNTOWN PROPERTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Smart Growth and Development
City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion
Vote on Motion

19. **Amended Parking Agreement with Horizon Oakland Park, LLC for the Redevelopment of the Downtown Properties.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AMENDED PARKING AGREEMENT WITH HORIZON OAKLAND PARK, LLC FOR THE REDEVELOPMENT OF THE DOWNTOWN PROPERTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Smart Growth and Development
City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion
Vote on Motion

20. **Resolution of Support Authorizing City Staff to Negotiate the Potential Acquisition of Real Property from the State of Florida, Department of Commerce, and Authorizing Procurement of Due Diligence Professional Services.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE POTENTIAL ACQUISITION OF REAL PROPERTY FROM THE STATE OF FLORIDA,

DEPARTMENT OF COMMERCE, AND AUTHORIZING THE CITY MANAGER TO PROCURE AND EXECUTE AGREEMENTS FOR DUE DILIGENCE PROFESSIONAL SERVICES NECESSARY TO EVALUATE THE POTENTIAL ACQUISITION OF THE PROPERTY, WHICH MAY INDIVIDUALLY EXCEED THE $25,000.00 PURCHASING THRESHOLD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Smart Growth Development
Staff Presentation
City Attorney Introduce Resolution
Motion to Adopt Resolution
Discussion
Vote on Motion

21. **City Commission Discussion Item**
Neighborhood Participation Meetings - Commissioner Budhoo

Recommendation:

City Commission Discussion

22. **REPORTS FROM THE CITY COMMISSION**

REPORTS FROM THE CITY MANAGER

23. **Financial Activity and Quarterly Investment Reports for the period ended June 30, 2026**

Report

24. **Development Activity Report**

Report

REPORTS FROM THE CITY ATTORNEY

25 **City Attorney Report 08/05/26**

ADJOURN

This meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's Office by telephone: 954.630.4300, or via Fax: 954.630.4302 for information or assistance.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, the person will need a record of proceedings, and that, for such purpose, the person 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.

I, the undersigned authority, certify the above Notice of Meeting of the City Commission is a true copy of the Notice posted on the outdoor bulletin board at the main entrance of City Hall, a place convenient and readily accessible to the general public at all times.

Español - Por favor llame al 954-630-4300, o envíe un correo electrónico a publiccomments@oaklandparkfl.gov para rececibir esta información en español.

Kreyòl ayisyen - Tanpri rele 954-630-4300, oswa voye yon imèl bay publiccomments@oaklandparkfl.gov pou resevwa enfòmasyon sa yo an kreyòl ayisyen.

Posted: _____ By: *Renee M. Shrout*
Renee M Shrout, CMC
City Clerk

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO.

MEETING DATE: 8/5/2026

PREPARED BY:

DEPARTMENT HEAD APPROVAL: CITY MANAGER

SUBJECT:
2026 Florida League of Cities Municipal Achievement Awards - Economic Advancement - Downtown Revitalization Through Public-Private Partnerships

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 1

MEETING DATE: 8/5/2026

PREPARED BY: Valeria Hernandez, CFM
Senior Planner

Rick Buckeye, AICP
Planning Supervisor

Brad J. Ostroff
Interim Director of
Building Engineering and
Community
Development

DEPARTMENT HEAD APPROVAL: ECD - Planning

SUBJECT:
Case No. CD25-14OP3D/Z/P | SoFlow | Quasi-Judicial Public Hearing to Consider a Bonus Provision Program
An application by SoFlow requesting for Increased Building Height and Floor Area Ratio for Property Located at 1048 East Oakland Park Boulevard

1. BACKGROUND/HISTORY

Issue Statement:
SoFlow has submitted an application pursuant to Section 24-270 of the City's Land Development Code requesting approval under the Oakland Park Downtown Development District Bonus Provision Program for the property located at 1048 East Oakland Park Boulevard.

The applicant proposes to construct a four-story health and fitness facility containing approximately 38,826 square feet of gross building area, including indoor pickleball and paddleball courts and approximately 1,750 square feet of ground-floor retail space.

The applicant requests approval for:

- A maximum building height of 69 feet; and
- A Floor Area Ratio of 1.78.

In consideration of the requested height and Floor Area Ratio bonuses, the applicant

proposes to provide approximately 1,958 square feet of publicly accessible rooftop open space with landscaping and related improvements.

Recommended Action:
The City Commission conduct a quasi-judicial public hearing and consider the Bonus Provision Program application submitted by SoFlow, pursuant to Section 24-270 of the Land Development Code, requesting approval of increased building height and Floor Area Ratio for the proposed health and fitness facility located at 1048 East Oakland Park Boulevard.

Neighborhood Participation Meetings:
_In accordance with the requirements of Section 24-163(E) of the City's Land Development Code, the applicant conducted Neighborhood Participation Meetings related to the proposed Land Use Plan Amendment on the following dates:

- December 17, 2024
- March 3, 2026

Planning and Zoning Board Summary:
On Monday, July 20, 2026, the Planning and Zoning Board held a duly noticed public hearing to consider the proposed Bonus Provision Program application and recommended approval unanimously.

2. CURRENT ACTIVITY

Proposed Development Description:
The subject property consists of approximately 18,499 square feet and is presently vacant. It is located within the Middle River Sub-area of the Oakland Park Downtown Development District and has a Local Activity Center Future Land Use designation.

The proposed development includes:

Project Element	Proposed
Site area	18,499 square feet
Gross building area	Approximately 38,826 square feet
Floor area included in FAR calculation	33,009 square feet
Floor Area Ratio	1.78
Building height	Four stories and 69 feet
Ground-floor retail	Approximately 1,750 square feet
Open space	Approximately 3,823 square feet
Parking	56 spaces pursuant to an approved parking adjustment

Vehicular access is proposed from NE 9th Avenue. The development also includes

landscaping, pedestrian improvements, widened sidewalks, and a proposed 10-foot right-of-way dedication along East Oakland Park Boulevard.

Surrounding Zoning:
North: Downtown Core West (DCW)
East: Middle River (MR)
South: Middle River (MR)
West: Middle River (MR)

Comprehensive Plan Consistency:
The Future Land Use Map (FLUM) of the City of Oakland Park Comprehensive Plan indicates that the subject property has Local Activity Center (LAC) Future Land Use designation. The proposed request is consistent with the underlying Future Land Use Map designation.

Building Height:
In the Middle River (MR) Sub-Area, the maximum height permitted for a four (4) stories' building shall not exceed fifty-eight (58) feet. This development proposes a height of four (4) stories at sixty-nine (69) feet through the Bonus Provision Program, in order to accommodate the specialized high ceiling requirements associated with the proposed recreational use.

Floor Area Ratio:
In the Middle River (MR) Sub-Area, the maximum ratio of building floor area (exclusive of indoor parking, balconies, or utility areas) to lot area permitted is 1.0. With the application of the Bonus Provision Program, a Floor Area Ratio (FAR) of up to 2.25 could be permitted on this site. This development proposes a total of 33,009 applicable square feet on a site of 18,499 square feet. Therefore, the applicant has requested utilization of a FAR of 1.78 for the project through the Bonus Provision Program.

Proposed Public Amenity:
In order for the aforementioned bonuses to be applied to fitness facility, building height and floor area ratio, compliance with the provisions of the Oakland Park Downtown Development District (OP3D) Bonus Provision Program must be satisfied. The proposed amenities and cost analysis, as submitted by the applicant and certified by the applicant's engineer, are provided as follows:

- 1,958 square feet of dedicated public open space or public park area located on the rooftop and incorporating landscaping features, valued at $293,700;

This amount does not include the additional right of way improvements and ten (10) foot right-of-way dedication along East Oakland Park Blvd.

Regarding the utilization of public open space toward meeting the requirements of the

Bonus Provision, Planning staff notes that site is required to (1) 1,958 square feet of dedicated public open space or public park area located on the rooftop and incorporating landscaping features.

Development Review Committee (DRC):

The Bonus Provision Program application (CD25-14OP3D) has an accompanying Site Plan application (CD25-14Z) that was previously heard and approved with one (1) parking adjustment and three (3) conditions of approval by the Development Review Committee (DRC) at the May 14, 2026, listed below:

1. The plat application shall be approved and recorded by Broward County prior to the issuance of a Building Permit.

2. A Declaration of Restrictive Covenant shall be recorded in the Public Records of Broward County requiring the provision and maintenance of valet parking during all hours of operation prior to the issuance of a Certificate of Occupancy.

3. The applicant shall post a bond, construct and maintain the public amenities required for participation in the approved Bonus Provision Program prior to the issuance of a Certificate of Occupancy, including:

(1) 1,958 square feet of dedicated public open space or public park area located on the rooftop and incorporating landscaping features.

3. FINANCIAL IMPACT

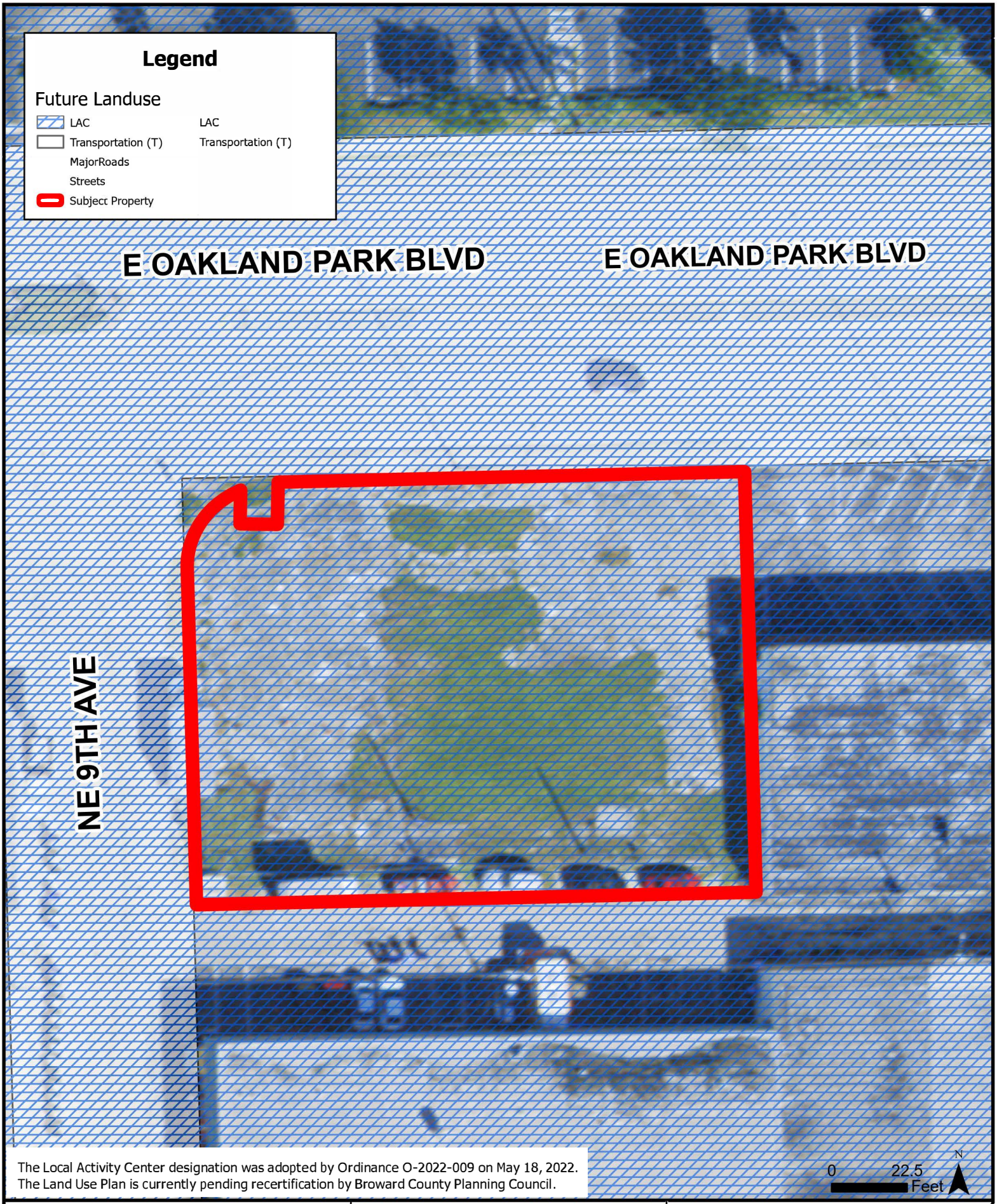
Not Applicable.

4. RECOMMENDATION

The City Commission conduct a quasi-judicial public hearing and consider the Bonus Provision Program application submitted by SoFlow, pursuant to Section 24-270 of the Land Development Code, requesting approval of increased building height and Floor Area Ratio for the proposed health and fitness facility located at 1048 East Oakland Park Boulevard.

ATTACHMENTS:

SoFlow CD25-14OP3D - Future Land Use Map
SoFlow CD25-14OP3D - Location Map - Red
SoFlow CD25-14OP3D - Zoning Map
SoFlow CD25-14OP3D - Survey



The Local Activity Center designation was adopted by Ordinance O-2022-009 on May 18, 2022.
The Land Use Plan is currently pending recertification by Broward County Planning Council.

Planning & Zoning Division
1100 Park Lane East
Oakland Park, FL 33334

Attachment 1

City of Oakland Park

Future Land Use Map

Bonus Provision Program
SoFlow | CD25-14OP3D/Z/P
1048 East Oakland Park Boulevard



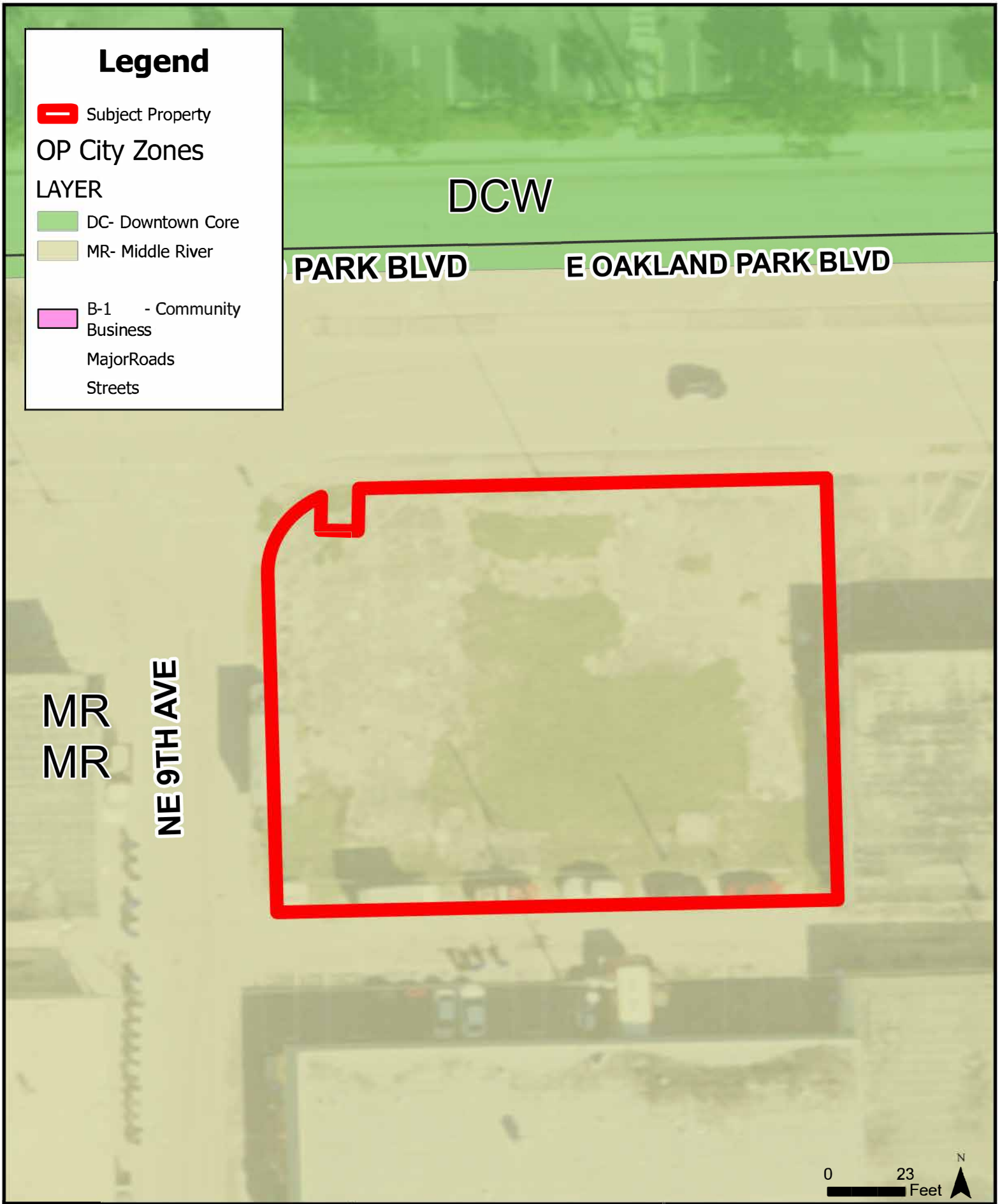
Planning & Zoning Division
1100 Park Lane East
Oakland Park, FL 33334

Attachment 2

City of Oakland Park

Page 1 of 1

Location Map
Bonus Provision Program
SoFlow | CD25-14OP3D/Z/P
1048 East Oakland Park Boulevard



Planning & Zoning Division
1100 Park Lane East
Oakland Park, FL 33334

Attachment 3

City of Oakland Park

Page 1 of 1

Zoning Map
Bonus Provision Program
SoFlow | CD25-14OP3D/Z/P
1048 East Oakland Park Boulevard

UNPLATTED ACREAGE
PORTION OF SW 1/4 SECTION 23-49-42

FOLIO #4942 23 00 0570
INSTRUMENT #116485494

EAST OAKLAND PARK BOULEVARD
(STATE ROAD NO. 816) (NORTHEAST 31ST STREET)

NORTHEAST 6th AVENUE

POINT OF COMMENCEMENT
NW CORNER
SECTION 23-49-42
FOUND NAIL & DISK
LB 6705 "CREECH INC"

N88°10'50"E 1644.45'

SOUTH LINE SECTION 23-49-42

NORTH LINE SECTION 26-49-42

100' WIDE PUBLIC RIGHT-OF-WAY PER
STATE OF FLORIDA STATE ROAD DEPARTMENT
RIGHT OF WAY MAP SECTION 86090-2501, SHEET 4 OF 7
LAST REVISED 1/63

BASELINE OF SURVEY

CENTERLINE OF RIGHT-OF-WAY &
CENTERLINE OF CONSTRUCTION

35' R/W
PLAT BOOK 10, PAGE 61

35' R/W
O.R.B. 874, PAGE 145

NORTH LINE BLOCK 1

NORTH RIGHT-OF-WAY LINE

SOUTH RIGHT-OF-WAY LINE

BENCHMARK
ELEVATION=4.80
SET NAIL & DISK LB3870
TP1167

N: 667190.61
E: 940293.40

R=25.00'
CA=2°22'11"
A=1.03'

R=25.00'
CA=63°46'58"
A=27.83'

FOUND 1/2" IRON PIPE & CAP (NO ID)

SET 1/2" IRON PIPE & CAP LB3870

SET NAIL & DISK LB3870

N: 667194.64
E: 940419.39

S01°47'20"E
70.00'

N88°10'50"E 125.02'

POINT OF BEGINNING

PARCEL "RW"
(R/W DEDICATED BY THIS PLAT)
1,699 SF

S88°10'50"E 120.02'

N01°49'10"W
125.57'

S01°49'10"E
10.00'

R/W PARCEL 133
O.R.B. 2756, PAGE 433

FOUND NAIL & DISK LB3870
TP1180

FOUND 1/2" IRON PIPE (NO ID) 0.97'E

N: 667164.93
E: 940270.24

SET 1/2" IRON PIPE & CAP LB3870

N88°10'50"E
10.00'

VACANT
SITE

A PORTION OF BLOCK 1
"AMENDED PLAT LAUDERDALE HEIGHTS"
PLAT BOOK 16, PAGE 12

FOLIO #494226110023
INSTRUMENT #119775289

A PORTION OF BLOCK 1
"AMENDED PLAT LAUDERDALE HEIGHTS"
PLAT BOOK 16, PAGE 12
FOLIO #494226110028
INSTRUMENT #120279392

A PORTION OF BLOCK 1
"AMENDED PLAT LAUDERDALE HEIGHTS"
PLAT BOOK 16, PAGE 12
FOLIO #494226110028
INSTRUMENT #120279392

1 STORY BUILDING

NORTHEAST 9TH AVENUE

N01°47'32"W 100.01'

85.01' PRM TO PRM

S01°47'20"E 125.00'

NORTHEAST 30TH DRIVE

S88°10'50"W 150.00'

1 STORY BUILDING

1 STORY BUILDING

BENCHMARK
ELEVATION=5.78
SET NAIL & DISK LB3870
TP1478

N: 667069.70
E: 940423.29

N: 667064.93
E: 940273.33

FOUND 5/8" IRON ROD (NO ID)

SEWER MANHOLE
RIM ELEVATION=5.08
INVERT ELEVATION=(-)5.88'(W)
INVERT ELEVATION=(-)5.95'(S)
INVERT ELEVATION=(-)5.90'(S)

RIM ELEVATION=5.68
INVERT ELEVATION=1.06'(W)
INVERT ELEVATION=1.16'(E)

CATCH BASIN
GRATE ELEVATION=5.33'
BAFFLED (W)

WOOD POWER POLE

WOOD LIGHT POLE

CONCRETE POWER POLE

METAL LIGHT POLE

FIRE HYDRANT

WATER VALVE

WATER METER

HANDHOLE

MONITORING WELL (TYPICAL)

CHAIN LINK FENCE

ROUGH CONCRETE

LIGHT POLE BASE

GUY ANCHOR

FENCE CORNER 6.4'E

FENCE CORNER 2.5'E/8.0'N

FENCE END 1.5'W

FENCE END 8.3'N/0.1'W

WALL END 0.4'W

WALL CORNER 0.4'N 0.1'E

CONCRETE POST

FOUND 1/2" IRON PIPE (NO ID)

BOLLARD

SIGN

STORM MANHOLE
RIM ELEVATION=5.96'
INVERT ELEVATION=(-)0.84'(E)
INVERT ELEVATION=(-)0.94'(W)

15" PIPE STM

OHW

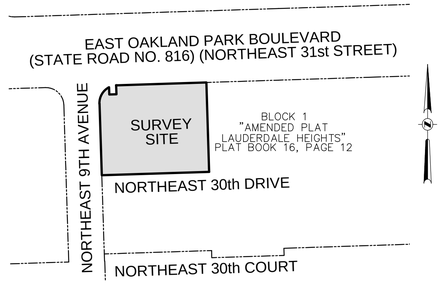
SAN

STM

W

LOW WIRE ELEVATION=15'
HIGH WIRE ELEVATION=30'

0' 20' 40' 60'
GRAPHIC SCALE
1"=20'



VICINITY MAP
NOT TO SCALE

LEGEND

	CONCRETE
	ASPHALT PAVEMENT
10.00	ELEVATION
— OHW —	OVERHEAD WIRES
— STM —	UNDERGROUND STORM SEWER LINE
— SAN —	UNDERGROUND SANITARY SEWER LINE
— W —	UNDERGROUND WATER LINE
℄	CENTERLINE
R=	RADIUS
CA=	CENTRAL ANGLE
A=	ARC LENGTH
FPL	FLORIDA POWER & LIGHT COMPANY
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R/W	RIGHT-OF-WAY
TP	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
N: XXX,XXX.XX E: XXX,XXX.XX	STATE PLANE COORDINATES
	PALM TREE

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
STATE OF FLORIDA

NO.	REVISIONS	BY
5		
4		
3		
2		
1		

"HY NISSIM" SITE
1048 E OAKLAND PARK BOULEVARD,
OAKLAND PARK, BROWARD COUNTY,
FLORIDA 33334

EXHIBIT

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.Q.	SCALE: 1" = 20'	CLIENT: HY NISSIM DEVELOPMENT LLC.
CHECKED BY: J.F.P.	SURVEY DATE: 8/26/25	ORDER NO.: 74654

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 3.

MEETING DATE: 8/5/2026

PREPARED BY:	City Clerk's office	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT: Approval of Minutes - June 3, 2026

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

June 3, 2026 City Commission minutes

City Hall Commission Chambers
1100 Park Lane East
Oakland Park, Florida 33334

DRAFT MINUTES
CITY COMMISSION MEETING
JUNE 3, 2026, 6:30 P.M.

The regular meeting of the City Commission of the City of Oakland Park, Florida, was called to order at 6:30 p.m. by Mayor Arnst.

Roll Call

Present:
Mayor Steven R. Arnst
Vice Mayor Aisha Gordon
Commissioner Letitia Newbold
Commissioner Fitz Budhoo
Commissioner Tim Lonergan

Also Present:
City Manager David Hebert
City Attorney DJ Doody
City Clerk Renee M. Shrout

PLEDGE OF ALLEGIANCE
A moment of silence was followed by the Pledge of Allegiance.

PROCLAMATIONS

LGBTQ+ Equality Month

Commissioner Lonergan moved to publish the proclamation. Vice Mayor Gordon seconded the motion, which prevailed by the following vote:

YES: Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Mayor Arnst

The proclamation was presented to Roberto Boo, CEO of Pride Center.

NOTE: City Manager Hebert presented Mayor Arnst with a birthday cake, and those in attendance celebrated by singing Happy Birthday.

ADDITIONS / CHANGES / DELETIONS

None

PRESENTATIONS

* Capital Improvement Plan (CIP) /Facility Presentation

Sierra Marrero, Assistant City Manager, provided the CIP presentation, starting off with a review of the development process that considers the vision and mission statement along with the city's 7 adopted Strategic Performance Areas. Since 2015, the City has been awarded $71,911,695.07 in grant funding that helps supplement the capital program every year. In 2021 there were a lot of changes to the cost of construction. The 40 million dollar bond approved in 2018 has successfully leveraged additional funding to just over 66 million. A large majority of the projects have been completed to date. Projects completed include the Public Works Complex, Dr. Carter G. Woodson Park, Wag Park, Fire Station 9, the Sky Building, and North Andrews Gardens Community Center.

Ongoing projects include: **Library** relocation to City Centennial Park. The scope of work includes interior and exterior renovation and parking improvements. Grants awarded include $2,500,000. The grand opening will be held on July 3, 2026; **Stevens Field Improvements** include a new restroom building, LED Sports lighting retrofit, field grading/sod, a walking trail along the perimeter, site furnishings, and drainage improvements. Grants awarded include $1,000,000, and the estimated completion is July 17, 2026; **Giusti Park Phase 2** includes the replacement of exercise equipment and the addition of new picnic area seating and site furnishings. Grants awarded include $ 191,018, and the estimated completion is Summer 2026: **Royal Palm Park Trail** includes the rehabilitation of the existing trail and the upgrade of pedestrian lighting. Grants awarded total $476,520, and the estimated completion is Summer 2026: **Veterans Park Trail** includes replacing the gravel trail with asphalt, installing a boat/kayak launch, and improving the parking lot and pedestrian lighting. Grants awarded include $400,000, and the estimated completion is Summer 2026. **Fire Station 20** (existing) includes door/window, roof, and generator replacements. Grants awarded include $1,085,846, and the estimated completion is Summer 2026; **Greenleaf Park** (constructed by the developer of the Horizon Project at no cost to the City) includes a playground, pavilion, basketball court, tennis and pickleball court, lighting, and landscaping. Estimated completion is Summer 2026. The **NE 13th Avenue** project includes site survey, sidewalk connectivity, drainage improvements, sewer lining, water main improvements, and landscaping. Grants awarded include $2,998,223. The project is under construction; **J. Dewey Hawkins Landing** repair/replacement includes the Kayak/Canoe launch, boat dock, and seawall constructed to current code and elevation. Grants awarded include $ 860,000. Work is pending due to State Financing approval, final permitting, and procurement. The **Mast Arm Replacement Project** includes converting the mast arms on existing traffic signals at 19 locations. Grants awarded include $7,872,610. The estimated construction start is 2026; **City Park Environmental -E-Redox** includes remediation of petroleum contamination at the former Public Works site and ongoing monitoring. The estimated completion is 2026; **Lady Lake Trail** includes a pedestrian crossing to be completed by Fall of 2026, landscaping, and irrigation. Grants awarded include $65,000, and the completion is at the end of 2026; **NW 21 Avenue** FDOT Improvements South of OP Blvd includes roadway and bicycle lane improvements from NW 26 Street to Commercial

Blvd, widening and improved delineation of bike lanes south of NW 26 Street, and green surface treatments to enhance visibility north of NW 26 Street. Grants awarded include $2,404,521; **City Entryway signs** completed include Dixie Highway and NW 44 Avenue. Future signs planned for Prospect Road west of NW 21 Avenue; **City Centennial Park – Phases 2 and 3** – estimated construction start first quarter of 2027. The project includes 2 parking lots, a performance platform, outdoor seating, walking trails, a butterfly garden, a library community space, a community space, an urban forest, an exercise area, and a jogging trail. Grants awarded include $4,279,009; **Glenwood Gardens**, benefactor is a city resident with an anticipated private donation of $1,000,000. The project includes developing a passive park with construction slated to begin in 2026; **NE 12th Terrace** includes dedicated bike lanes, new sidewalk construction, installation of pedestrian lighting, drainage modifications as needed, utility relocations as necessary, landscape improvements, and updated pavement markings and striping. Grants awarded include $1,420,353; **NE 34 Court** includes site survey, sidewalk connectivity, and drainage improvements. Grants awarded include $1,775.256. FDOT reprogrammed the project, with design in 2027 and construction beginning in 2030; **Fire Station 20** includes a new Fire Station 20 located on the SE corner of Powerline Road and Prospect Road. Estimated completion: 2029. Fire Station 87 – Phase 2 – includes interior and exterior renovations; **Main Street Pergola Replacements** include durable aluminum pergolas, modernized streetscape features, and an enhanced downtown appearance. Estimated construction in 2027.

Ms. Marreo reviewed the 15 stormwater master plan capital projects and reported that the construction of the NE 6th Avenue Stormwater pump station and pipeline to reduce flooding will begin in 2027. Grants awarded include $5,000,000; the Northwestern Lakes Drainage project, which includes connecting the City's western lakes to the C-13 canal for overflow drainage, is pending cooperation of the Lake Emerald Homeowner's Association; Cherry Creek dredging includes removing sediment blockages to improve water quality. Estimated construction will begin in 2027; Floranada Business District Drainage Well Improvements include a capacity assessment of existing wells, improvements to existing pump stations, and additional drainage infrastructure. Estimated design to begin in 2027.

Commissioner Lonergan congratulated staff on their work. Commissioner Budhoo thanked City Manager Hebert for his leadership. He asked if the Fire Station 87 renovations would include a neighborhood meeting place. City Manager Hebert said there may be space available, but the building was not staffed for open meetings at that time. Commissioner Budhoo wanted to ensure the brownfield site was safe for adding to the park. City Manager Hebert said the County would only sign off once the City completed the environmental work on the site. The existing Public Works building must be cleared, and then they will begin work on City Centennial Park. He noted they had $5 million in grants for this project. Commissioner Budhoo asked if the park would include an amphitheater, and City Manager Hebert stated there would be an uncovered performance area. Commissioner Budhoo asked whether the NE 6th Ave. stormwater pump station would eliminate flooding near Northeast High School. City Manager Hebert said the Broward County School system had stopped contributing to the stormwater fund and, therefore, was not paying for the work the City was doing.

Commissioner Newbold thanked staff for their work and for obtaining the grants. She was looking forward to the south side of 21st Avenue project. She asked if the 13th Street project had been abandoned, and Ms. Marrero responded that it was still in progress, though they were addressing challenges. Commissioner Newbold requested an update on the 38th Street rail crossing west of I-95. Mayor Arnst said the rail line was responsible for that. Ms. Marrero added that the project would begin by the end of the year. Vice Mayor Gordon congratulated staff. She remarked on the $72 million shortfall for projects. She requested a future update on the project on 21st Avenue that extended from 26th to Commercial Boulevard

Mayor Arnst inquired if the FDOT project on Floranada Road still included a mast arm at Floranada and Federal Highway, if lighting on the Lady Lake Trail was considered, if bike lanes in the 21st Avenue project were to be painted green, and whether the NE 6th Ave. stormwater pump would resolve the flooding issues at Floranada and 6th Avenue. He also asked if the Floranada business district drainage well improvements would add positive drainage or just enhance exfiltration. Ms. Marrero agreed to provide more details.

1. **PUBLIC COMMENTS**
At this time, any person will be allowed to speak on any matter that pertains to City business for a length of time not to exceed four minutes per person.

Corey Zyman, 2440 NW 33rd Street, discussed NE 38th Street, which he said was a mess, and asked the city to urge Fort Lauderdale to complete the work on the street more quickly. He requested more traffic control in the area. He also hoped to see more economic development on the west side of the City.

Wallis Peterson, 1941 NW 36th Street, requested that Fire Station 87 have a public meeting space be made available. After a listening session the previous week, she had heard from online attendees that the audio quality was not good. She hoped AV staff would be present at future meetings to assist with these issues. Participants also noted City Manager Hebert's absence from the meeting. She stated the latest BSO report indicated the majority of calls for service were coming from West Oakland Park, and she felt this was due to a lack of vision on the City's part, including allowing 24-hour gas stations and other businesses that often denigrated the surrounding community. Ms. Peterson discussed the City's communication and transparency with the community.

Chris Fisher, 3711 NE 13th Avenue, discussed transparency, specifically regarding Fort Lauderdale's 38th Street project, stating the project had been delayed, but the City had never notified residents. He asked about the City's long-term vision for Downtown. He said public participation meetings should be recorded and made available to those who could not attend. He discussed other ways he wanted the City to demonstrate more transparency and accountability.

Eric Peterson, 1941 NW 36th Street, thanked staff and Commission members for attending the recent listening session. He said there had been a notification issue with the Habitat for

Humanity and Covenant House projects last summer, but instead of fixing it, staff withdrew from the Neighborhood Participation Meeting [NPM] process, leaving that responsibility to applicants. This had not solved the notification problem, and the process was now worse. He had sent suggestions for improving the NPM process and asked the City Commission to advise staff to review and adopt the recommended changes.

Amber Black, 2991 NW 24th Avenue, wondered if 21st Avenue south of Oakland Park Boulevard could be considered for a traffic light.

Carlene Golphin, 2681 NW 19th Avenue, thanked Commissioner Newbold for responding to their concerns for additional policing in Lakeside Estates. She suggested a trash can by Lake Tahoe where people were fishing and leaving trash. She asked about the timing of the 21st Ave. project and hoped it would start in January 2027.

Olivia Charlton, 2350 NW 28th Street, thanked Commissioner Newbold for getting information out to the public. She said the 21st Avenue project was a long time coming and requested a traffic light. She asked for an update on the traffic survey. She asked that the pillars on 28th Street be maintained.

Paul Veran, 1383 NE 34th Court, reported that NE 34th Court was a speedway, and there had been many accidents. He suggested speed humps or a caution light at the corner of NE 13th Street. He noted the lack of sidewalks in the area, forcing pedestrians to walk in the swales.

Rob Toffling, as an LGA graduate, thanked the City for the program and for hosting the Pride event.

Alford Francis, 1856 NW 29th Street, said a business owner in the area had indicated he was determined to "get rid of all the black people" on NW 29th Street and kept reporting people.

Michael Sichenzia, 4530 N. Dixie Hwy., business owner, said almost 100% of his customers indicated to him they were happy with the City's progress. He discussed growth and change and said they must keep in mind the City's goal of being a place people wanted to live. He said they must remember that they needed to work together.

CONSENT AGENDA

Commissioner Budhoo moved to approve the Consent Agenda, consisting of Items 2 through 6. Commissioner Newbold seconded the motion, which prevailed by the following vote:

YES: Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Mayor Arnst

2. Approval of Minutes - March 25, 2026

Approved on consent.

3. Purchase of One (1) John Deere 325P Track Skid Steer Loader via Sourcewell's

Cooperative Agreement #011723-JDC

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) JOHN DEERE 325P TRACK SKID STEER LOADER FROM DOBBS EQUIPMENT LLC, PIGGYBACKING SOURCEWELL'S COOPERATIVE AGREEMENT #011723-JDC, AND APPROVING THE PROPOSED BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

4. **Resolution Approving Broward County NPDES MS4 Interlocal Agreement**

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND PARTICIPATING MUNICIPALITIES FOR THE CONTINUED COORDINATION, COST SHARING, AND IMPLEMENTATION OF TECHNICAL ACTIVITIES REQUIRED UNDER THE NPDES MS4 PERMIT PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

5. **Approval of a Work Authorization with Kimley-Horn and Associates, Inc. for the Phase 3 Evaluation and Development of the City of Oakland Park's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan**

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WORK AUTHORIZATION BETWEEN THE CITY OF OAKLAND PARK AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE ADA SELF-EVALUATION AND TRANSITION PLAN – PHASE 3, FOR AN AMOUNT NOT TO EXCEED $99,950.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

6.	**Emergency Concrete Light Pole Replacement – West Oakland Park Boulevard West of NW 31 Avenue**

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WORK AUTHORIZATION BETWEEN THE CITY OF OAKLAND PARK AND KILOWATT ELECTRIC COMPANY FOR THE REPLACEMENT OF A CONCRETE LIGHT POLE AT WEST OAKLAND PARK BOULEVARD WEST OF NW 31ST AVENUE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

7. REPORTS FROM THE CITY COMMISSION

Vice Mayor Gordon commented as follows:

1) She thanked everyone who attended the meeting and the staff for providing the City Commission with information.
2) She said she was transparent and always responded to residents.
3) Regarding Fire Station 87, she asked that it be made available for public meetings.
4) She told residents to feel free to contact the City Commission. She invited them to report to the City when signage was not maintained and to never hold back from sharing concerns.
5) She wished fathers a happy Father's Day.

Commissioner Newbold commented as follows:

1) She thanked residents for voicing their concerns, and the City should all work together and be transparent.
2) She had attended the Haitian Heritage Month event in Lauderdale Lakes, where they had also honored Nancy Mattayer, the Vice Mayor of Coral Springs, who had been murdered.
3) She had also attended the Northeast High School graduation and Farm Share on Saturday. People were impressed by the library programs. She thanked BSO for attending City events.
4) She had also attended the League of Cities swearing-in.
5) She was looking forward to Friday's Pride event.

Commissioner Budhoo commented as follows:

1) He thanked residents who addressed the commission this evening and spoke of his past experiences when attending City Commission meetings as a resident.
2) He thanked BSO for talking to the residents about their concerns.
3) He thanked Fire Chief Stephen Krivjanik and discussed the community's desire for meeting spaces.

4) He thanked Ms. Marrero for the City's many projects.
5) He had attended Sunflower High School and Northeast High School's graduations recently.
6) He encouraged City Manager Hebert to meet with residents but said if meetings ended in shouting matches, it benefited no one.
7) He wished Mayor Arnst a happy birthday.

Commissioner Lonergan commented as follows:

1) He wished Mayor Arnst a happy birthday.
2) He encouraged the Commission member to keep attending local graduations.
3) He thanked everyone who had shared with the Commission.
4) He congratulated Heidi Burnett, Director of Library and Cultural Services, and the entire library team on the summer roll-out and thanked sponsors and volunteers.
5) He thanked Mark and the team from Farm Share and Rodrigo and the team from Hands on South Florida, staff, and volunteers for the food distribution on Saturday.
6) He said the Pride event would be on June 5 from 6 PM until 10 PM.
7) He reported that the South Florida Amateur Athletic Association [SFAAA] would hold a marker dedication event at the northwest corner of Centennial Park on June 6 at 10 AM. He said it commemorated the formation of the first LGBTQ softball league in 1994.
8) He announced the ribbon cuttings for Casa Monarca Mexican Restaurant and Caribbean Pantry on June 6, for T-Box Golf on June 12, and for Scramblers Golf on June 20.
9) He reminded everyone of the Father's Day fishing event on June 20 from 8 AM until 10 AM at Royal Palm Park.
10) He was looking forward to the Pride parade on June 20 in Wilton Manors.

Mayor Arnst commented as follows:

1) He wanted staff to install a trash can at Lake Tahoe. He thought the neighborhood sign was the old one. Ms. Marrero stated they already had a plan to upgrade the sign.
2) He agreed it was a great idea to install some speed humps on 21st Avenue south of Oakland Park Boulevard to discourage people from driving there.
3) He asked staff to look into a traffic light at 28th Street and 21st Avenue. He said he wanted to be proactive instead of reactive and include this in the project there.
4) Regarding the 38th Street project, he noted Fort Lauderdale owned the right-of-way there; Oakland Park had no say in the project.
5) He said the 1,600 hours put in by volunteers had saved the City over $55,000 and thanked the volunteers. He wished to see the report more often than quarterly and to add a column indicating the Neighborhood Participation Meeting status. He wanted to require languishing projects to come back to the Commission after 18 months for possible revocation.

REPORTS FROM THE CITY MANAGER

City Manager Hebert reminded everyone that 21st Avenue was a County road and urged City Commission members to appeal to the County for additional elements. He wished Mayor Arnst a happy birthday.

8. **Volunteer Report FY 2026 - 2nd Quarter**

9. **BSO 2025 Annual Report**

10. **Fire Department 2025-2026 Semi-Annual Report**

11. **Development Activity Report**

REPORTS FROM THE CITY ATTORNEY

City Attorney Doody wished Mayor Arnst a happy birthday.

12. **City Attorney Report**

ADJOURN

The meeting was adjourned at 8:35 PM.

CITY OF OAKLAND PARK, FLORIDA

_____
STEVEN R. ARNST, MAYOR

ATTEST:

_____
RENEE M. SHROUT, CMC, CITY CLERK

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 4.

MEETING DATE: 8/5/2026

PREPARED BY: City Manager's Office **DEPARTMENT HEAD APPROVAL:** CITY MANAGER

SUBJECT: Renewal of Legislative Lobbying Service Agreement

1. BACKGROUND/HISTORY

Issue Statement: The City's current contract for legislative lobbying consultant services with Russ Klenet & Associates expires on September 30, 2026. The current contract provides representation and advocacy on the City's behalf before County, State, and Federal government agencies, as well as the legislative and executive branches of government. The firm has requested no increase to its current monthly fee of $6,166, for a total annual cost of $73,992.

Recommended Action: Staff recommends that the City Commission adopt a resolution approving the renewal of the Legislative Consulting Service Agreement with Russ Klenet & Associates, extending the contract for the period of October 1, 2026, through September 30, 2027, and authorizing expenditures up to the budgeted amount.

Background

The City Commission awarded Request for Proposal (RFP) #071511 for Legislative Lobbying Services to Russ Klenet & Associates, authorizing an agreement for legislative consulting services. The consultant's scope of services is summarized in the attached agreement.

In 2016, the scope of services was amended to include representation before the County Commission, planning agencies, transportation agencies, and regional authorities, including the South Florida Regional Transportation Authority (SFRTA), the Florida East Coast Railway (FEC), and the South Florida Water Management District (SFWMD).

On May 18, 2022, the Legislative Consulting Service Agreement was amended to include the optional provision of supplemental lobbying services. As the City continues to pursue a variety of legislative and funding initiatives, these supplemental services may be utilized, as needed, for specific engagements with defined termination periods.

2. CURRENT ACTIVITY

The City has successfully worked through local, County, and State regulatory matters while securing millions of dollars in grant funding for capital improvement projects and other City initiatives. Russ Klenet & Associates have been instrumental in advocating on the City's behalf to obtain grant funding at the County, State, and Federal levels. Mr. Klenet's continued assistance will help ensure that current and future funding requests remain on track and receive appropriate consideration from funding agencies.

Some of the City's most recent successes include leading efforts that resulted in a critical change to Florida Statutes prohibiting the collection of excessive school mitigation agreement fees without due process, providing a significant benefit to municipalities throughout the state. Additionally, the City received key legislative support and critical funding for railroad crossing pedestrian access improvements through the Federal Railroad Crossing Elimination Grant Program.

Russ Klenet & Associates have notified the City of their desire to renew the agreement. Section 8 of the RFP provides for annual renewals at the City's discretion. The renewed agreement will continue to include the option for the City to utilize supplemental lobbying services, as directed.

3. FINANCIAL IMPACT

No budgetary change is requested for the remainder of FY 2026.

Sufficient funding is included in the FY 2027 Proposed Budget for legislative lobbying consulting services provided by Russ Klenet & Associates in the annual amount of $73,992. Funding will become available upon the City Commission's adoption of the FY 2027 Proposed Budget in September.

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution approving the renewal of the Legislative Lobbying Consultant Services Agreement with Russ Klenet & Associates, extending the contract for the period of October 1, 2026, through September 30, 2027, and authorizing expenditures up to the budgeted amount.

ATTACHMENTS:

Resolution
Renewal Request Letter FY27
Renewal Agreement FY27
FY25 -26 Agreement R2025-128
Amendment to Agreement 2022

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL AGREEMENT FOR LEGISLATIVE CONSULTING SERVICES BETWEEN THE CITY OF OAKLAND PARK AND RUSS KLENET & ASSOCIATES AND AUTHORIZING EXPENDITURE UP TO THE BUDGETED AVAILABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to execute a Renewal Agreement for Legislative Consulting Services between the City of Oakland Park and Russ Klenet & Associates and authorize expenditure up to the budgeted availability.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute a Renewal Agreement for Legislative Consulting Services between the City of Oakland Park and Russ Klenet & Associates extending the contract for the period of October 1, 2026, through September 30, 2027, and hereby authorizes expenditure up to the budgeted availability. A copy of the renewal Agreement is attached hereto as Exhibit “A.”

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____

MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____

RENEE M. SHROUT, CMC
CITY CLERK

July 10th 2026

David Hebert
City Manager
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

Dear David,

It has been an amazing year for the growth and direction of the City of Oakland Park. We have enjoyed working with the Commission and the incredible team you have put together.

We have had great success at the County Commission, State Agencies and an ambitious legislative program in the last year.

We are pleased to confirm our commitment to renew our representation agreement with the City. The monthly billing will remain the same: $ 6166.00. The same terms and conditions will continue to apply per our 2024 agreement. We will continue to represent the City in front of but not limited to; The County Commission, The Florida Legislature, State Agencies, Federal Agencies and Congress. We will continue to be available to the City in person or electronically as conditions dictate.

Again, thank you and the Commission for the ongoing opportunity.

Sincerely,

Russ Klenet

Russ Klenet
President

RENEWAL OF AGREEMENT
FOR
LEGISLATIVE CONSULTING SERVICES

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and **Russ Klenet & Associates** (the "CONSULTANT") entered into an Agreement to provide Legislative Consulting Services (hereinafter "Original Agreement").

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

NOW THEREFORE, in consideration of the mutual covenants, the City and Russ Klenet & Associates do agree that:

1. On December 6, 2011, the City entered into an Agreement with CONSULTANT to provide Legislative Consulting Services pursuant to the Scope of Work defined in RFP 071511 (EXHIBIT A); and

2. The City Commission subsequently approved renewals of the Agreement with CONSULTANT to continue to provide Legislative Consulting Services; and

3. On May 18, 2022, the Parties further amended the Agreement to provide additional Supplemental Lobbying Services and accepted the amended rate for such services (EXHIBIT B), via resolution R-2022-064; and

4. On August 2, 2023, the City Commission approved renewal of the Agreement with CONSULTANT for the period October 1, 2023, through September 30, 2024, via resolution R-2023-123; and

5. On September 18, 2024, the City Commission approved renewal of the Agreement with CONSULTANT for the period October 1, 2024, through September 30, 2025, via resolution R-2024-159, and the addition of the Anti-Human Trafficking Affidavit, per Section 787.06 (13), Florida Statutes; and

6. On August 8, 2025, the City Commission approved renewal of the Agreement with CONSULTANT for the period October 1, 2025, through September 30, 2026, via resolution R-2025-128; and

7. The current term of the Agreement will expire on September 30, 2026, and the Consultant has agreed to renew the Agreement for an additional 1-year period, October 1, 2026, through September 30, 2027, at the current monthly rate of $6,166 (EXHIBIT C); and

8. Effective July 1, 2025, Section 287.138, Florida Statutes, requires that all contracts awarded, amended, or renewed by the City include the attached Affidavit of Compliance with Section 287.138 regarding Contracting with Foreign Entities of Concern and safeguarding of an individual's personal identifying information; and

9. All terms, conditions, and provisions of RFP 071511 are incorporated herein by reference and made a specific part hereof.

CITY: City of Oakland Park		CONSULTANT: Russ Klenet & Associates	
By:		By:	
Title:	Mayor	Title:	President
Date:		Date:	7/28/26

EXHIBIT C

July 10th 2026

David Hebert
City Manager
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

Dear David,

It has been an amazing year for the growth and direction of the City of Oakland Park. We have enjoyed working with the Commission and the incredible team you have put together.

We have had great success at the County Commission, State Agencies and an ambitious legislative program in the last year.

We are pleased to confirm our commitment to renew our representation agreement with the City. The monthly billing will remain the same: $ 6166.00. The same terms and conditions will continue to apply per our 2024 agreement. We will continue to represent the City in front of but not limited to; The County Commission, The Florida Legislature, State Agencies, Federal Agencies and Congress. We will continue to be available to the City in person or electronically as conditions dictate.

Again, thank you and the Commission for the ongoing opportunity.

Sincerely,

Russ Klenet

Russ Klenet
President

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** Russ Klenet, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** Owner, President of **(Business Name)** Russ Klenet & Associates which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled Legislative Consulting Services, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 28 day of July, 2026.

BY: _____
Signature of Affiant

Russ Klenet
Printed Name

State of Florida
County of Broward

On this 28 day of July, 2026, before me, the undersigned Notary Public, personally appeared Russ Klenet [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RENEE M. SHROUT
Notary Public - State of Florida
Commission # HH 626413
My Comm. Expires Mar 22, 2029
Bonded through National Notary Assn.

Notary Public, State of Florida
(Print Name of Notary)

Commission Number: _____
My Commission Expires: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 7/28, 2026

Entity: Russ Klenet & Associates.

Signed: _____

Name: Russ Klenet

Title: President

State of Florida
County of Broward

On this 28 day of July, 2026, before me, the undersigned Notary Public, personally appeared Russ Klenet [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public, State of Florida

_____
(Print Name of Notary)

_____

RENEE M. SHROUT
Notary Public - State of Florida
Commission # HH 626413
My Comm. Expires Mar 22, 2029
Bonded through National Notary Assn.

My Commission Number:

My Commission Expires:

RESOLUTION NO. R-2025-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL AGREEMENT FOR LEGISLATIVE CONSULTING SERVICES BETWEEN THE CITY OF OAKLAND PARK AND RUSS KLENET & ASSOCIATES AND AUTHORIZING EXPENDITURE UP TO THE BUDGETED AVAILABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to execute a Renewal Agreement for Legislative Consulting Services between the City of Oakland Park and Russ Klenet & Associates and authorize expenditure up to the budgeted availability.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute a Renewal Agreement for Legislative Consulting Services between the City of Oakland Park and Russ Klenet & Associates extending the contract for the period of October 1, 2025, through September 30, 2026, and hereby authorizes expenditure up to the budgeted availability. A copy of the renewal Agreement is attached hereto as Exhibit “A.”

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 6th day of August 2025.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. ARNST	YES
A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

RENEWAL OF AGREEMENT
FOR
LEGISLATIVE CONSULTING SERVICES

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and **Russ Klenet & Associates** (the "CONSULTANT") entered into an Agreement to provide Legislative Consulting Services (hereinafter "Original Agreement").

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

NOW THEREFORE, in consideration of the mutual covenants, the City and Russ Klenet & Associates do agree that:

1. On December 6, 2011, the City entered into an Agreement with CONSULTANT to provide Legislative Consulting Services pursuant to the Scope of Work defined in RFP 071511 (EXHIBIT A); and

2. The City Commission subsequently approved renewals of the Agreement with CONSULTANT to continue to provide Legislative Consulting Services; and

3. On May 18, 2022, the Parties further amended the Agreement to provide additional Supplemental Lobbying Services and accepted the amended rate for such services (EXHIBIT B), via resolution R-2022-064; and

4. On August 2, 2023, the City Commission approved renewal of the Agreement with CONSULTANT for the period October 1, 2023, through September 30, 2024, via resolution R-2023-123; and

5. On September 18, 2024, the City Commission approved renewal of the Agreement with CONSULTANT for the period October 1, 2024, through September 30, 2025, via resolution R-2024-159, and the addition of the Anti-Human Trafficking Affidavit, per Section 787.06 (13), Florida Statutes; and

6. The current term of the Agreement will expire on September 30, 2025, and the Consultant has agreed to renew the Agreement for an additional 1-year period, October 1, 2025, through September 30, 2026, at the current monthly rate of $6,166 (EXHIBIT C); and

7. Effective July 1, 2025, Section 287.138, Florida Statutes, requires that all contracts awarded, amended, or renewed by the City include the attached Affidavit of Compliance with Section 287.138 regarding Contracting with Foreign Entities of Concern and safeguarding of an individual's personal identifying information (EXHIBIT D); and

8. All terms, conditions, and provisions of RFP 071511 are incorporated herein by reference and made a specific part hereof.

R.2025.128

CITY:	**City of Oakland Park**	**CONSULTANT:**	**Russ Klenet & Associates**
By:		By:	
Title:	ACM	Title:	President
Date:	8/6/25	Date:	7/23/25

EXHIBIT D

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared (Name of affiant) Russ Klemt, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the (Title) _____ of (Business Name) _____ which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled [Insert Contract Title or Description], between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities,

   where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 24th day of July 2025

BY: _____
Signature of Affiant

Russ Klemt
Printed Name

State of Florida
County of Broward

On this 24th day of July, 2025 before me, the undersigned Notary Public, personally appeared Russell Klemt [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joseph Magri
Notary Public, State of Florida
(Print Name of Notary)

JOSEPH MAGRI
Comm.: # HH 294012
Expires: July 27, 2026
Notary Public - State of Florida

Commission Number: HH294012

My commission Expires: July 27, 2026

RESOLUTION NO. R-2022-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH RUSS KLENET AND ASSOCIATES; PROVIDING FOR SUPPLEMENTAL LOBBYING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to execute an Amendment to the Agreement with Russ Klenet and Associates providing for supplemental lobbying services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute an Amendment to the Agreement with Russ Klenet and Associates providing for supplemental lobbying services.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves the Proposed Budget Amendment attached hereto as Exhibit "B".

SECTION 4. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 18th day of May 2022.

CITY OF OAKLAND PARK, FLORIDA

MAYOR MICHAEL E. CARN

A. GORDON	YES
M. ROSENWALD	YES
M. SPARKS	ABSENT
J. BOLIN	YES
M. CARN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

Exhibit C

August 11, 2024

David Hebert
City Manager
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

Dear David,

It has been an amazing year for the growth and direction of the City of Oakland Park. We have enjoyed working with the Commission and the incredible team you have put together.

We have had great success at the County Commission, State Agencies and an ambitious legislative program in the last year.

We are pleased to confirm our commitment to renew our representation agreement with the City for the monthly billing of $ 6166.00. The same terms and conditions will continue to apply per our 2023 agreement. We will continue to represent the City in front of but not limited to; The County Commission, The Florida Legislature, State Agencies, Federal Agencies and Congress. We will continue to be available to the City in person or electronically as conditions dictate.

Again, thank you and the Commission for the ongoing opportunity.

Sincerely,

Russ Klenet

Russ Klenet
President

AMENDMENT TO AGREEMENT

FOR

LEGISLATIVE CONSULTING SERVICES

THIS IS AN AGREEMENT ("Agreement"), dated this 18th day of May 2022, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City",

and

RUSS KLENETS AND ASSOCIATES., a corporation authorized to do business in the State of Florida, located at 1512 East Broward Blvd, Suite 103, Fort Lauderdale, FL, 33301

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, at the September 21, 2011 City Commission meeting, the CITY approved entering into an Agreement with CONSULTANT to provide Legislative Consulting Services; and

WHEREAS, the City Commission has subsequently approved the annual extension of the Agreement with CONSULTANT to provide Legislative Consulting Services; and

WHEREAS, the Parties seek to further amend the existing Agreement to provide for additional Supplemental Lobbying Services and the Effective Rates for such Services, attached hereto as "EXHIBIT A", and to ensure compliance with recent amendments to Florida law; and

WHEREAS, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

R-2022-164

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 5.

MEETING DATE: 8/5/2026

PREPARED BY: Chris Casale, Director of Parks & Leisure Services

DEPARTMENT HEAD APPROVAL: PARKS & LEISURE

SUBJECT: First Renewal of Agreement with Hands On South Florida

1. BACKGROUND/HISTORY

Issue Statement:

Hands On South Florida, in collaboration with Farm Share and the City of Oakland Park, has supported the City's homebound food delivery program since November 2022. Services provided by Hands On South Florida include volunteer outreach and recruitment, delivery supplies, project management, communications, technology, advertising, and route mapping for home deliveries.

The current agreement has an initial two-year term that expires on September 30, 2026, and provides for two additional one-year renewal options. The proposed renewal would exercise the first one-year renewal option for the period beginning October 1, 2026, and ending September 30, 2027. One additional one-year renewal option will remain.

Recommended Action:

Staff recommends that the City Commission adopt a resolution authorizing the appropriate City officials to execute the first one-year renewal of the agreement with Hands On South Florida for the period beginning October 1, 2026, and ending September 30, 2027, in an amount not to exceed $37,200.

2. CURRENT ACTIVITY

The homebound food delivery program began in November 2022 as a pilot program offering deliveries during the Thanksgiving and Christmas holidays. The program was subsequently expanded into a monthly service through a partnership among Hands On South Florida, Farm Share, and the City of Oakland Park.

The program currently serves more than 200 homebound residents each month. Since the program began, more than 6,800 deliveries have been completed.

The proposed renewal will allow Hands On South Florida to continue providing volunteer outreach and recruitment, delivery supplies, project management, communications, technology, advertising, and route-mapping services for the monthly homebound food delivery program.

This service is exempt from competitive procurement pursuant to Section 2-198(4)(l) of the City Code as a service provided by a not-for-profit organization.

The renewal will extend the agreement through September 30, 2027, with all other terms and conditions of the original agreement remaining in full force and effect. Following this renewal, one additional one-year renewal option will remain.

3. FINANCIAL IMPACT

The monthly cost of the program will remain unchanged at $3,100, for an annual cost of $37,200.

Funding is included in the proposed Fiscal Year 2027 budget and will be available upon adoption and appropriation of the Fiscal Year 2027 budget by the City Commission. The City's financial obligation under the renewal is subject to the availability and appropriation of funds.

4. RECOMMENDATION

Staff recommends that the City Commission adopt a resolution authorizing the appropriate City officials to execute the first one-year renewal of the agreement with Hands On South Florida for the period beginning October 1, 2026, and ending September 30, 2027, in an amount not to exceed $37,200.

ATTACHMENTS:

Resolution
Renewal Letter
Hands On South Florida - Renewal Agreement

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST ONE-YEAR RENEWAL OF THE AGREEMENT WITH HANDS ON SOUTH FLORIDA FOR THE PERIOD BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, IN AN AMOUNT NOT TO EXCEED $37,200.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate City officials to execute the first one-year renewal of the agreement with Hands On South Florida for the period beginning October 1, 2026, and ending September 30, 2027, in an amount not to exceed $37,200.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the first one-year renewal of the agreement with Hands On South Florida for the period beginning October 1, 2026, and ending September 30, 2027, in an amount not to exceed $37,200.00. A copy of the Renewal Agreement is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

2026 – 2027
Board of Directors

Chairman of the Board
Justin Nepola
Partner
Nepola Yonta
Attorneys at Law

Secretary

Treasurer
Jeff Zuckerman
Volunteer CFO
HandsOn South Florida

Board Members:

Dawn Stagliano
Director, Government Affairs and Community Investment Comcast

Noel A. Daluise
Vice President-Commercial & Government Relationship Manager
SouthState Bank

Philip Harris
Director, Administration
City of Greenacres

Jaqueline Guzman
Commissioner
City of Sunrise

Chris Baker
Co-Owner & Director of Business Development
Visuals By Momo

June 15, 2026

City of Oakland Park
Attention: Carrie Mahadeo

Good afternoon, Carrie. Please accept this letter as our request to renew our contract for an additional one-year period at the same rates as the initial contract period:

Personnel/Staff Time	$2,250
Communications	125
Delivery Supplies	300
Technology	175
Advertising	250
Total monthly budget	$3,100

Thank you very much.

Very truly yours,

Jeffrey Zuckerman
CFO

FIRST RENEWAL OF AGREEMENT FOR HANDS ON SOUTH FLORIDA

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and **Hands on South Florida** (the “Contractor”) entered into an Agreement for Monthly Meal Deliveries**,** dated September 18, 2024, Resolution R-2024-160 (the “Original Agreement”), and

WHEREAS, the Original Agreement expires on September 30, 2026; and

WHEREAS, the initial contract term was two (2) years, with the option to renew for two (2) additional one (1)-year terms; and

WHEREAS, the parties desire to exercise the first one (1)-year renewal option and extend the Original Agreement through September 30, 2027; and

NOW THEREFORE, Contractor and the City agree to the following:

1. The foregoing recitals are true and correct and are hereby ratified and confirmed.

2. The Original Agreement is hereby renewed for an additional one (1)-year term through September 30, 2027, after which time one (1)-year renewal option remains.

3. Except as amended herein, all terms, conditions, and provisions of the Original Agreement shall remain in full force and effect and are incorporated herein by reference.

CITY:	**City of Oakland Park**	**CONTRACTOR:**	**HANDS ON SOUTH FLORIDA**
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____

Signed: _____

Entity: _____

Name: _____

Title: _____

State of _____
County of _____

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____ [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public, State of Florida

Commission Number:

_____
(Print Name of Notary)

My Commission Expires:

_____

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** _____, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity**: Affiant is the **(Title)** _____ of **(Business Name)** _____which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose**: This affidavit is submitted in connection with the contract titled _____, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background**: Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates**: Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this _____ day of _____, 20____.

BY: _____
Signature of Affiant

_____
Printed Name

State of _____
County of _____

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____ [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public, State of Florida
(Print Name of Notary)

Commission Number: _____
My Commission Expires: _____

"EXHIBIT A"

HandsOn
SOUTH FLORIDA

2026 – 2027
Board of Directors

Chairman of the Board
Justin Nepola
Partner
Nepola Yonta
Attorneys at Law

Secretary

Treasurer
Jeff Zuckerman
Volunteer CFO
HandsOn South Florida

Board Members:

Dawn Stagliano
Director, Government Affairs and Community Investment Comcast

Noel A. Daluise
Vice President-Commercial & Government Relationship Manager
SouthState Bank

Philip Harris
Director, Administration
City of Greenacres

Jaqueline Guzman
Commissioner
City of Sunrise

Chris Baker
Co-Owner & Director of Business Development
Visuals By Momo

June 15, 2026

City of Oakland Park
Attention: Carrie Mahadeo

Good afternoon, Carrie. Please accept this letter as our request to renew our contract for an additional one-year period at the same rates as the initial contract period:

Personnel/Staff Time	$2,250
Communications	125
Delivery Supplies	300
Technology	175
Advertising	250
Total monthly budget	$3,100

Thank you very much.

Very truly yours,

Jeffrey Zuckerman
CFO

5815-A N. Andrews Way | Fort Lauderdale, FL 33309 | Phone: 954.233.1300 | www.handsonsouthflorida.org

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 6.

MEETING DATE: 8/5/2026

PREPARED BY: Captain Ana Murillo-Quigley, Broward Sheriff's Office

DEPARTMENT HEAD APPROVAL: FINANCIAL SERVICES

Kerri Anne Fisher,
Purchasing Manager

SUBJECT: Approval of an agreement with Alarm Program Systems, LLC (APS) for False Alarm Reduction Program (FARP) administrative services utilizing City of Wilton Manors agreement #RFP 2025-03

1. BACKGROUND/HISTORY

Issue Statement: The City's False Alarm Reduction Program (FARP) was established in 2008 to promote compliance with the City's alarm registration requirements, reduce the number of false alarms, and improve the efficient use of public safety resources. Since that time, the program has provided a framework for administering alarm registrations, renewals, billing, notices, and related enforcement activities associated with alarm users and alarm companies operating within the City.

The City requires continued FARP administrative services to support the registration, billing, tracking, and administration of alarm-related activities. These services assist the City in managing the program efficiently and in maintaining administrative support for users, records, notices, and related program functions.

The City currently contracts with a vendor for these services and now seeks to enter into an agreement with a new vendor, Alarm Program Systems, LLC (APS), for FARP administrative services utilizing the City of Wilton Manors' competitively bid agreement awarded pursuant to RFP 2025-03.

Recommended Action: Adopt a resolution authorizing the appropriate City official to enter into a three-year agreement with Alarm Program Systems, LLC for False Alarm Reduction Program administrative services under the terms and conditions of the City of Wilton Manors agreement awarded pursuant to RFP 2025-03.

2. CURRENT ACTIVITY

The City has reviewed its operational needs for FARP administrative services and determined that continued outside support for these services is in the City's best interest. Administration of the FARP requires specialized systems and processes to manage registrations, customer support, billing, notices, collections coordination, reporting, and other related administrative services.

Staff has identified Alarm Program Systems, LLC (APS) as a qualified provider of FARP administrative services and wishes to contract with APS by utilizing City of Wilton Manors RFP 2025-03. Use of the Wilton Manors agreement will allow the City to obtain the required services through an existing competitively awarded contract, avoid duplicative procurement efforts, and maintain continuity of FARP administrative services.

3. FINANCIAL IMPACT

The agreement with APS for FARP administrative services provides for an annual base fee of $12,000, billed at $1,000 per month, for the initial three-year term. In addition, annual revenues exceeding $60,000 will be shared 80% to the City and 20% to APS.

Sufficient funds are available in the FY 2026 Adopted Budget of the Community Enhancement Division of the Building and Community Services Department to cover the administrative services base fee for the remainder of FY 2026.

For reference, average annual revenue generated by the program during the past three years was approximately $44,000.

4. RECOMMENDATION

Adopt a resolution authorizing the appropriate City official to enter into a three-year agreement with Alarm Program Systems, LLC for False Alarm Reduction Program administrative services under the terms and conditions of the City of Wilton Manors agreement awarded pursuant to RFP 2025-03.

ATTACHMENTS:

Resolution
Wilton Manors Reso of Award to APS
APS Proposal to Wilton Manors
OP Agreement signed by APS
Wilton Manors Authorization to Piggyback Agreement

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ENTER INTO A THREE-YEAR AGREEMENT WITH ALARM PROGRAM SYSTEMS, LLC FOR FALSE ALARM REDUCTION PROGRAM ADMINISTRATIVE SERVICES PIGGYBACKING THE TERMS AND CONDITIONS OF THE CITY OF WILTON MANORS AGREEMENT AWARDED PURSUANT TO RFP 2025-03; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate City Officials to enter into a three-year agreement with Alarm Program Systems, LLC for False Alarm Reduction Program administrative services piggybacking the terms and conditions of the City of Wilton Manors agreement awarded pursuant to RFP 2025-03.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City Officials to enter into a three-year agreement with Alarm Program Systems, LLC for False Alarm Reduction Program administrative services piggybacking the terms and conditions of the City of Wilton Manors agreement awarded pursuant to RFP 2025-03. A copy of the Agreement is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____

MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____

RENEE M. SHROUT, CMC
CITY CLERK

RESOLUTION NO. 2026-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH ALARM PROGRAM SYSTEMS, LLC FOR A FALSE ALARM REDUCTION PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 20, 2025, the City issued a Request for Proposal ("RFP") 2025-03 for a False Alarm Reduction Program; and,

WHEREAS, on April 8, 2025, the City issued Addendum No. 1 to the RFP (the RFP and Addendum No. 1 are collectively referred to hereinafter as the "RFP"); and

WHEREAS, Alarm Program Systems, LLC ("Consultant"), in compliance with the bidding requirements announced by the City, submitted a response to the RFP dated April 16, 2025; and,

WHEREAS, on May 20, 2025, in accordance with the bidding requirements announced in the RFP, the City's Evaluation Committee ranked Consultant number 1, and thereafter negotiated to obtain the best and final pricing, and recommended that the City enter into this Agreement with Consultant; and

WHEREAS, on February 10, 2026, the City Commission accepted the Evaluation Committee's recommendation and approved entering into the Agreement; and

WHEREAS, the City Commission finds that it is in the best interests of the public to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THAT:

Section 1. The "WHEREAS" clauses set forth above are true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Wilton Manors hereby approves the terms and conditions of the Agreement with Alarm Program Systems, LLC, said Agreement having been submitted for consideration to the City Commission in written form.

Section 3. The proper City Officials of the City of Wilton Manors are hereby authorized and directed to execute said Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution 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 Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

(*Signature Page to Follow*)

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS 24th DAY OF FEBRUARY, 2026.

CITY OF WILTON MANORS, FLORIDA

By: _____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

MAYOR NEWTON	aye
VICE MAYOR CAPUTO	Absent
COMMISSIONER BRACCHI	aye
COMMISSIONER D'ARMINIO	aye
COMMISSIONER ROLLI	aye

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL
CITY ATTORNEY

AGREEMENT FOR FALSE ALARM REDUCTION PROGRAM

THIS IS AN AGREEMENT ("Agreement"), dated the 24th day of February, 2026, between:

THE CITY OF WILTON MANORS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY,"

and

ALARM PROGRAM SYSTEMS, LLC, a California Limited Liability Company, hereinafter referred to as "CONSULTANT".

CITY and CONSULTANT may each be referred to herein as "party" or collectively as "parties."

WITNESSETH:

WHEREAS, on March 20, 2025, the CITY issued a Request for Proposal ("RFP") 2025-03 for a False Alarm Reduction Program; and

WHEREAS, on April 8, 2025, the CITY issued Addendum No. 1 to the RFP (the RFP and Addendum No. 1 are collectively referred to hereinafter as the "RFP"); and

WHEREAS, CONSULTANT, in compliance with the bidding requirements announced by the CITY, submitted a response to the RFP dated April 16, 2025 ("Response"); and

WHEREAS, on May 20, 2025, in accordance with the bidding requirements announced in the RFP, the CITY's Evaluation Committee ranked CONSULTANT number 1 as having submitted the bid that had the highest score and was in the best interest of the CITY, and thereafter negotiated to obtain the best and final pricing, and recommended that the CITY enter into this Agreement with CONSULTANT; and

WHEREAS, the CITY Commission designated CONSULTANT as having submitted the bid that had the highest score to the CITY and authorized the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
SERVICES AND RESPONSIBILITIES

1.1 CONSULTANT shall perform the services set forth in the RFP ("Services"). The RFP and the Response are incorporated herein by this reference. The Services shall also be performed in

accordance with the Response. To the extent of any conflict, the provisions of this Agreement shall control over the RFP and the Response; the RFP shall control over the Response.

1.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, and all work performed under this Agreement shall be done in a professional manner.

1.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and resources to perform the Services to be provided by CONSULTANT pursuant to the terms of this Agreement.

1.4 CONSULTANT assumes professional and technical responsibility for performance of the Services to be provided hereunder in accordance with recognized professional standards.

1.5 CONSULTANT shall not utilize the services of any sub-consultant or sub-contractor without the prior written approval of CITY, unless the sub-consultant has been identified in the Response.

ARTICLE 2
TIME FOR PERFORMANCE

CONSULTANT shall perform and complete the Services during the Term in a timely manner in accordance with the RFP, and the Response. The Services include but are not limited to the services set forth in Section 2 of the RFP and in the Response.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 CITY agrees to compensate CONSULTANT for performing the Services, as amended or extended, in accordance with pricing and revenue-sharing structure set forth in Section 3.2 of this Agreement.

3.2 Method of Billing and Payment.

3.2.1 CONSULTANT shall invoice CITY on a monthly basis as follows:

3.2.1.2 The annual base rate shall be $12,000.00, billed to CITY at $1,000.00 a month with an annual gross program revenue threshold of $60,000.00. In years 4 and 5, in the event CITY exercises its option to renew, the annual base rate shall be $12,960.00, billed to CITY at $1,080.00 a month with an annual gross program revenue threshold of $60,000.00.

3.2.1.3 Once Gross Revenues exceed $60,000.00 in any year, the Revenue Split will be activated and in effect for any program revenues that exceed $60,000.00 in a calendar year based on total false alarm permit fees, false alarm permit renewal fees, false alarm fees, and any late or reinstatement permit fees billed & collected by CONSULTANT from alarm users or alarm companies ("Gross Revenues"). Gross Revenues collected over

$60,000.00 are split 80% to the City of Wilton Manors and 20% to CONSULTANT, respectively.

3.2.1.4 **Payment System**. Within five (5) days after the end of each month, CONSULTANT shall reconcile the prior month's deposits and prepare a monthly reconciliation statement (the "Invoice") reflecting: (i) Gross Revenues collected during the prior month; (ii) the $1,000 monthly base fee payable to CONSULTANT; (iii) any applicable Gross Revenue split payable to CONSULTANT; and (iv) the CITY's net revenue due. The Invoice is provided to the CITY solely for review and approval and does not constitute a request for payment by the CITY. Upon the CITY's approval of the Invoice, CONSULTANT shall initiate an ACH transfer of the CITY's net revenue to the CITY's designated bank account within ten (10) days of such approval.

ARTICLE 4
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY may request changes that would increase, decrease or otherwise modify the Scope of Services set forth in the RFP and to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 5
MISCELLANEOUS

5.1 Ownership of Documents. All finished or unfinished documents, data, reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

5.2 Term and Termination.

5.2.1 This Agreement shall take effect as of the date of execution as shown herein below and the initial contract term is for three (3) years ("Term"). The City will have the option to extend the Term at its sole discretion for two (2), one-year (1-year) renewal terms for a maximum term of five (5) years.

5.2.2 This Agreement may be terminated by CITY for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT, or by CONSULTANT, upon six (6) months written notice by the CONSULTANT to CITY, in which event the CONSULTANT shall be paid its compensation for services performed to the termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated due to a breach of this Agreement, it shall indemnify the CITY against any loss pertaining to the termination. In the event CITY terminates this Agreement due to CONSULTANT'S default, or in the event CONSULTANT abandons this Agreement,

CONSULTANT shall be liable to CITY for all damages. In the event CITY terminates this Agreement due to CONSULTANT'S default, or in the event that CONSULTANT abandons this Agreement, CITY shall have no further obligation to pay any compensation to CONSULTANT. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

5.2.3 In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach to CONSULTANT and CONSULTANT shall have ten (10) days from the date the notice is received sent to cure the default. If CONSULTANT fails to cure within the ten (10) days, the CITY Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

1. The quality of a portion or all of the CONSULTANT's work not being in accordance with the requirements of this Agreement;
2. The quantity of the CONSULTANT's work not being as represented in the CONSULTANT's Payment Request, or otherwise;
3. The CONSULTANT's rate of progress being such that, in the CITY's opinion, substantial or final completion, or both, may be inexcusably delayed;
4. The CONSULTANT's failure to use Agreement funds, previously paid the CONSULTANT by the CITY, to pay CONSULTANT's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the CITY or its property;
6. Loss caused by the CONSULTANT; or
7. The CONSULTANT's failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.

5.2.4 In the event that the CITY makes written demand upon the CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, the CONSULTANT shall promptly comply with such demand. The CITY's rights hereunder survive the termination or expiration of this Agreement, and shall not be waived by final payment and/or acceptance.

5.2.5 In the event the CITY breaches the Agreement, the CONSULTANT shall provide written notice of the breach to the CITY and CITY shall have 30 days from the date of receipt to cure the default.

5.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries for any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any expenses based upon such entries.

5.4 Access to Records. Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.

5.5 Indemnification.

See paragraph 5.14 of the RFP. This paragraph shall survive the expiration or termination of this Agreement.

5.6 Insurance.

5.6.1 The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and as set forth in paragraph 5.11 of the RFP (except as modified by this Agreement) and such insurance has been approved by the City Manager of the CITY nor shall the CONSULTANT allow any subcontractor or sub-consultant to commence work on its sub-contract without prior written consent of the CITY and until all similar such insurance required of the subcontractor or sub-consultant has been obtained and approved.

5.6.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Clerk prior to the commencement of the Services. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY, or such other notice as is required in the insurance policy. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.6.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide..

5.6.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

5.6.5 REQUIRED INSURANCE. See paragraph 5.11 of the RFP.

The CONSULTANT shall hold the CITY, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

5.7 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agree that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY, and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

5.8 Assignments; Amendments.

5.8.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run in favor of the CITY and its successors and assigns.

5.8.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.9 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or

making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

5.10 Scrutinized Companies. CONSULTANT, its principals or owners, certify that they do not Participate in a boycott of Israel, are not listed on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.10.1. $100,000.00 or more if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.10.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.10.2.1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to §215.473, Florida Statutes; or

5.10.2.2. Is engaged in business operations in Cuba or Syria.

5.11 Tariff-Related Cost Adjustments. The CONSULTANT acknowledges that all prices quoted and agreed upon herein are inclusive of any existing or anticipated tariffs, duties, taxes, or similar levies. In the event the CONSULTANT seeks to impose additional fees due to newly imposed tariffs, such requests shall not be honored unless the Contractor provides clear and convincing documentation that:

5.11.1 The affected goods were procured after the implementation date of the tariff in question;

5.11.2 The CONSULTANT submits official government or Customs documentation clearly evidencing the imposed tariff and the applicable tariff rate;

5.11.3 The CONSULTANT provides verifiable proof (e.g., dated purchase orders, supplier invoices) showing the purchase date and country of origin of the goods; and

5.11.4 The CONSULTANT certifies that a good-faith effort was made to source the same or substantially similar items from countries not subject to such tariffs, and provides documentation demonstrating such efforts.

Failure to provide adequate and verifiable documentation, as determined solely by the CITY, shall result in denial of the tariff-related fee request. This clause shall not be construed as a guarantee or acceptance of any surcharge due to tariffs unless fully compliant with the above conditions.

5.12 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305

COPY TO: City Attorney
Kerry L. Ezrol, Esquire
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT: Alarm Program Systems, LLC
Attn: Jim Huchingson, CEO
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523

5.13 Transition Services and Return of Data. If either CONSULTANT or CITY deliver a Notice of Termination to the other party, or at least 30 days prior to the expiration or termination of the Agreement, each party will promptly designate a senior level leader to represent such party in the development of a transition services plan. The designated representatives of each party will meet to begin to design such transition services plan as soon as reasonably practicable following the date of the Notice of Termination and in any event at least 30 days prior to the effective date of the termination of the Agreement. The purpose of the transition service plan will be to enable CITY to transition, before or after the effective date of termination, the services to other third party providers or resources. CONSULTANT and CITY further agree that any such transition services plan shall, at a minimum, provide terms to facilitate CONSULTANT's performance of its obligations in the provision of services under this Agreement. In furtherance of such transition services plan, CONSULTANT shall cooperate with CITY in transitioning performance of the services to CITY or to any third party service provider designated by CITY. CONSULTANT shall return all copies of all CITY data, materials, and information in the possession or control of CONSULTANT without exclusion to CITY covering a minimum of seven years in such open and migration friendly form or format as reasonably requested by CITY (including but not limited to the following formats: .csv tables, full SQL databases, or whatever database schema is in use at the time of expiration or termination). CONSULTANT shall not retain any copies of such CITY data, materials or information except as required by law. This provision shall survive termination or expiration of this Agreement.

5.14 Data Security and Confidentiality. The CONSULTANT shall provide immediate notice to the City Manager and Director of Human Resources and Risk Management in the event it becomes aware of any security breach, any unauthorized transmission of CITY Data as described below. Except as required by law or legal process and after notice to the CITY, the CONSULTANT shall not divulge to third parties any confidential information obtained by the CONSULTANT or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the CITY.

a. Loss of Data
In the event of loss of any CITY data or record where such loss is due to the negligence of the CONSULTANT or any of its subcontractors or agents, the CONSULTANT, to the best of its ability, shall be responsible for recreating such lost data in the manner and on the schedule set by the CITY at the CONSULTANT's sole expense.

b. Data Protection
No CITY data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America by CONSULTANT, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to CITY Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

5.15 Security of Confidential Personal Information.
The CONSULTANT must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of the CITY, CONSULTANT and CONSULTANT's employees shall not divulge to third parties any confidential information obtained by CONSULTANT or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work on this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the CITY. If CONSULTANT or CONSULTANT's employees have access to confidential information in order to fulfill CONSULTANT's obligations under this Agreement, CONSULTANT agrees to abide by all applicable CITY Information Technology Security procedures and policies. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of CITY information in CONSULTANT's possession. CONSULTANT shall make a report to the CITY not more than seven (7) business days after CONSULTANT learns of such use or disclosure.

CONSULTANT's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CONSULTANT has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CONSULTANT has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event a "Security Incident" also includes a "breach of security", as defined by section 501.171, F.S., as amended, concerning confidential personal information involved with this Agreement, CONSULTANT shall comply with section 501.171, F.S. When notification to affected persons is required under this section of the statute, CONSULTANT shall provide that notification, but only after receipt of the CITY's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information.

5.16 Compliance with Laws. CONSULTANT hereby warrants and agrees, that at all times material to the Agreement, CONSULTANT shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of the Agreement.

5.17 Sovereign Immunity. Nothing contained the Agreement, nor contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

5.18 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by CONSULTANT in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by CITY, and CONSULTANT hereby transfers to CITY all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of CITY and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days after expiration or termination.

5.19 Prohibited Telecommunications. CONSULTANT represents and certifies that CONSULTANT and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

5.20 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5.21 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

5.22 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

5.23 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

5.24 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

5.25 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

5.26 Waiver of Jury Trial. The Parties hereby waives trial by jury in any action, proceeding or counterclaim brought by any party against another party on any matter arising out of or in any way connected with this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

5.27 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

5.28 Execution. The Agreement may be executed and distributed by facsimile or electronically by pdf and a copy of the Agreement executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

ELIZABETH BECKFORD, MMC
CITY CLERK

CITY

BY: _____
SCOTT NEWTON, MAYOR

DATE: 2/24/26

APPROVED AS TO FORM

/s/ Kerry L. Ezrol
KERRY L. EZROL
CITY ATTORNEY

CONSULTANT

WITNESSED BY:

Signature

Brett Glass

Print Name

Signature

Kylie Lynn

Print Name

ALARM PROGRAM SYSTEMS, LLC, a California Limited Liability Company

BY: _____

Jim Huchingson, CEO

STATE OF CA)
COUNTY OF Contra Costa)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of Jan., 2026 by Jim Huchingson, as CEO of ALARM PROGRAM SYSTEMS, LLC, a California Limited Liability Company, ☐ who is personally known to me or ☒ has produced CA Drivers license as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 14th day of January, 2026.

(SEAL)

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

NOTARY PUBLIC

Kylie Lynn

4939-1349-0311, v. 1

Chapter 7 ALARM SYSTEMS[1]

Sec. 7-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm administrator shall mean a person, persons, or third-party service vendor designated by the City to administer, control and review false alarm reduction efforts and to administer the provisions of this Chapter.

Alarm company shall mean a person subject to the licensing requirements of F.S. § 489.505 and/or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems.

Alarm permit shall mean a permit issued by the City allowing the operation of an alarm system within the City.

Alarm program liaison shall mean an employee of the city who has been assigned to be the liaison with a third-party service vendor.

Alarm signal shall mean a detectable signal; audible, visual, or electronically, generated by an alarm system, to which law enforcement is, requested to respond.

Alarm system shall mean any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, domestic violence alarms or alarms designed to elicit a medical response.

Alarm systems program shall mean a program that aims to reduce the number of false alarms by encouraging proper use, installation, and maintenance of alarm systems.

Alarm user shall mean any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Automatic dial protection device shall mean an automatic dialing device or an automatic telephone dialing alarm system and shall include any system which, upon being activated, automatically initiates to the Police Department a recorded message or code signal indicating a need for law enforcement response.

Business days shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding federal holidays.

Cancellation shall mean the process where response is terminated when the alarm company (designated by the alarm user) notifies the Police Department that there is not an existing situation at the alarm site requiring

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[1]Ord. No. 2024-012, § 2, Dec. 10, 2024, amended Ch. 7 in its entirety and enacted a new Ch. 7 to read as set out herein. Former Ch. 7, §§ 7-1—7-10 pertained to similar subject matter and derived from Ord. No. 703, § 1, adopted Dec. 10, 1991; Ord. No. 931, §§ 2, 3, adopted Apr. 8, 2008; and Ord. No. 2022-008, § 5, adopted May 10, 2022.

Cross reference(s)—Code enforcement, § 2-66 et seq.; buildings and building regulations, Ch. 5; fire prevention and protection, Ch. 8; licenses and business regulations, Ch. 10; police, Ch. 15; fire hydrant installation, § 20-41.

police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

City shall mean the City of Wilton Manors.

False alarm shall mean the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation or the negligence of the alarm user, their employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or their agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Police Department, evidence indicates that no unauthorized entry, robbery or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

Local alarm shall mean an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Monitoring shall mean to receive electrical or electronic signals originating from any structure within the City, where such signals are produced by any alarm system to which law enforcement is requested to respond.

Non-residential includes, but is not limited to: small business concerns, churches, schools, pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, hotels and motels and nursing homes.

Permit year shall mean the one-year period beginning the day and month on which the alarm permit is issued.

Runaway alarm shall mean an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

Self-monitored alarm system shall mean an alarm system that is managed and monitored by a property owner or alarm user without the involvement of an alarm company.

Third-party service vendor shall mean a company or individual that provides services to the City but is not directly part of the City.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-2. Third-party service vendor.

The City may procure a third-party service vendor to process alarm registrations, issuance of alarm certificates, and for the collection of any applicable fees, penalties and late charges, or otherwise to manage an alarm systems program.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-3. Alarm permit.

(a) *Exemption.* Self-monitored alarm systems are exempt from permit requirements unless one (1) false alarm occurs at the property where the alarm is installed. Should one (1) false alarm occur that prompts a police response at a property of this nature, the exemption is forfeited indefinitely, and the requirements of this Chapter shall apply to the alarm user.

(b) *Permit required.* No person shall use an alarm system without first obtaining a permit from the City for such alarm system, and paying the registration fee or renewal fee as prescribed in the City's Consolidated Fee Schedule. A fee is required for annual renewals, by the day and month on which the alarm permit was issued to be paid to the City. The renewal fee shall be waived if there are no reports of a false alarm for the alarm user during the preceding permit year; however, the alarm user shall be responsible for submitting updated registration information. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.

(c) *Application.* The permit shall be requested on an application form or online application portal provided by the City. An alarm user has the duty to obtain an application or seek out the online application portal from the City.

(d) *Transfer of possession.* When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within thirty (30) days of obtaining possession of the property. Alarm permits are not transferable.

(e) *Reporting updated information.* Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City within thirty (30) days of the change. In addition, each year after the issuance of the permit, permit holders will receive notice from the City or third-party service vendor requesting updated information. The permit holder shall complete and submit this information to the City or third-party service vendor when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.

(f) *Multiple alarm systems.* If an alarm user has one (1) or more alarm systems protecting two (2) or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-4. Duties of the alarm user.

An alarm user shall:

(1) Obtain an alarm permit;

(2) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms;

(3) Provide the alarm company the permit number that can be provided to the police communications dispatch system;

(4) Deactivate or cause the deactivation of the alarm system within thirty (30) minutes of a false alarm activation;

(5) Respond or cause a representative to respond to the alarm system's location within sixty (60) minutes when requested by the Police Department;

(6) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by the alarm system provider; and

(7) Obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-5. Use of licensed contractors.

A registered alarm owner or person in control of an alarm system shall not contract or retain an alarm company which is not properly licensed. Unlicensed alarm contracting is a violation of Florida Statutes and punishable by fine and/or imprisonment.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-6. Duties of an alarm company.

An alarm company performing monitoring services shall:

(1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid while simultaneously requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.

(2) Provide alarm user registration number to the police communications dispatch center to facilitate dispatch and/or cancellations.

(3) Communicate any available information about the location of the alarm to the communications center.

(4) Communicate any available information about an incident that occurred or is occurring at the location that resulted in the activation of the alarm.

(5) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-7. Prohibited acts.

(a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(b) It shall be unlawful to install, maintain or use an audible alarm system which can sound continually for more than ten (10) minutes.

(c) It shall be unlawful if an activated emergency alarm has not been silenced by the user or their agent if the alarm sounds continuously or if the alarm sounds intermittently for more than thirty (30) minutes from the time a member of the Police Department has inspected the premises.

(d) It shall be unlawful to install, maintain or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Police Department.

(e) It shall be unlawful for any alarm company performing monitoring services to fail to make efforts to verify as legitimate every alarm signal, except a duress, holdup or fire alarm, while simultaneously requesting a police response to an alarm signal.

(f) Unless excepted pursuant to Section 7-3(a), it shall be unlawful for any person to operate an alarm system without registering it and obtaining a permit from the City.

(g) It shall be unlawful for any person to fail to fulfill any requirements of this Chapter.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-8. Enforcement of provisions.

(a) *Failure to register.* Civil penalties for failure to register an alarm shall be assessed against residential and non-residential alarm users in the amount of one hundred dollars ($100.00). If the alarm user registers the alarm and pays the required registration fee within ten (10) days of the invoice date for failure to register, the penalty for failure to register the alarm shall be waived.

(b) Failure to report updated information. Civil penalties for failure to report a change in information on an alarm user's permit application within thirty (30) days shall be assessed a civil penalty in the amount of one hundred dollars ($100.00).

(c) *False alarm fines.* It is hereby found and determined that two (2) or more false alarms within a permit year is excessive, constitutes a public nuisance and shall be unlawful. Fines for false alarms within a permit year may be assessed against:

False Alarm Response Number	Residential	Non-Residential
Second false alarm	$75.00	$125.00
Third false alarm	$100.00	$150.00
Fourth false alarm	$125.00	$175.00
Fifth false alarms	$150.00	$200.00
Six or more false alarms	$200.00	$250.00

Residential shall include, but is not limited to: single-family residences, multi-family residences, two-family duplex, townhomes, condominiums or other housing primarily used for living purposes.

(d) *Payment of civil penalty(ies) and fines.* Civil penalty(ies) and fines shall be due within thirty (30) days from the due date of the invoice.

(e) Should the civil penalty or fine remain unpaid for a period of thirty (30) days past the date of the notice of the invoice of the fine as provided in this Section, the City may send the unpaid fee/penalty to a City-approved vendor for collections or may have a lien placed on all lands or premises of the property owner if payment is not received by the City. Such liens may be foreclosed by the City in a manner provided by law.

(f) *Discontinuance of law enforcement response.* The failure of an alarm user to make payment of any civil penalty(ies) or fine assessed under this Chapter within thirty (30) days from the due date of the invoice may result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until payment is received. In addition, failure to register and obtain an alarm permit may result in no law enforcement response to an unregistered alarm.

(g) *Other civil penalty(ies).* Violations not outlined in subsections 7-7(a), (b), (c), (d), and (e) will be enforced through the assessment of civil penalty(ies) in the amount of one hundred dollars ($100.00) per violation.

(h) *Collection of civil penalty(ies).* Civil penalty(ies) shall be due to the City as prescribed in an invoice.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-9. Cancellation.

Cancellation of an alarm permit shall be utilized by the alarm user when they disconnect their alarm or move from the property.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-10. Administrative remedy.

As a condition precedent to filing an appeal under section 7-11, the alarm user shall first file a written request for reconsideration with the third-party service vendor within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm program liaison, via the third-party service vendor, shall render a written decision on the request for reconsideration within ten (10) business days of receipt of the request. A request for reconsideration hereunder shall extend the time for filing an appeal for ten (10) business days following the decision by the alarm program liaison. There shall be no fee to request a reconsideration.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-11. Appeals.

(a) *Appeal process.* Assessments of civil penalty(ies) and other enforcement decisions made under this Chapter may be appealed by filing a written notice of appeal with the Wilton Manors Police Department, ATTN: Alarm Program Liaison within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision.

(b) *Administrative process.* Appeals shall be heard by a Special Magistrate during an administrative process established by the City. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. If the Special Magistrate dismisses the civil penalty(ies) and reverses the enforcement decision, the administrative fee shall be refunded to the alarm user.

(c) *Appeal standard.* The Special Magistrate shall review an appeal from the assessment of civil penalty(ies) or other enforcement decision using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the Special Magistrate shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision where warranted. The Special Magistrate's decision is subject to review by proceedings in the nature of certiorari. The decision of the Special Magistrate is final as to administrative remedies within the City, but does not preclude an appeal to any court of competent jurisdiction.

(d) *Fees and costs.* Fees and costs incurred either as service charges for false alarms, late fees, violations and/or appeal assessments shall constitute a lien against the premises to the same extent as a lien for special assessment, and with the same penalties and same rights of collection for foreclosure sale and forfeitures obtained for special assessment liens, and may be handled in that manner by the City. In lieu of this, the City may forward unpaid fees/penalties to a City-approved vendor for collections. It shall be unlawful for any person to refuse or fail to pay any cost assessed pursuant to this Article. The refusal or failure to make payment within thirty (30) days of being notified of such expenses after assessment or once an appeal has been concluded shall constitute a separate offense against the City.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-12. Government immunity.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that law enforcement response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

(Ord. No. 2024-012, § 2, 12-10-24)

Ord. No. 2024-012, § 2, adopted Dec. 10, 2024, set out provisions intended for use as § 7-11. Inasmuch as there were already provisions so designated, said section has been codified herein as § 7-12 at the discretion of the editor.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Certificate Department
Newfront Insurance Services, LLC	**PHONE (A/C, No, Ext):** (415) 754-3635 **FAX (A/C, No):**
777 Mariners Island Blvd	**E-MAIL ADDRESS:** certs@newfront.com
Suite 250	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
San Mateo CA 94404	**INSURER A:** Hartford Casualty Insurance Company 29424
INSURED	**INSURER B:** Hartford Casualty Insurance Company 29424
Alarm Program Systems LLC	**INSURER C:** Houston Casualty Company 42374
	INSURER D:
367 Civic Drive, Suite 10	**INSURER E:**
Pleasant Hill CA 94523	**INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		57 SBA BL7JXP	05/26/2025	05/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			57 SBA BL7JXP	05/26/2025	05/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57 WEC AE0DM5	10/11/2024	10/11/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber E&O			H24TG31559-04	11/16/2024	11/16/2025	Each Occurrence Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wilton Manors, its officers, officials, employees, and volunteers are included as an additional insured as required by a written contract with respect to General Liability. Coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER

City of Wilton Manors

2020 Wilton Drive

Wilton Manors FL 33305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE HARTFORD

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C.** Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **Medical Expenses**

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **Coverage Extension - Supplementary Payments**

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1)**, **(2)**, **(3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. **War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. **Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. **Damage To Property**

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Employees And Volunteer Workers

   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":
      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
      (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   (2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. **Transfer Of Rights Of Recovery Against Others To Us**

   a. **Transfer Of Rights Of Recovery**

   If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

   If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:
    a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.
    b. A sidetrack agreement;
    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
    d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    e. An elevator maintenance agreement; or
    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

       Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

       However, Paragraph **f.** does not include that part of any contract or agreement:

       (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
           (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
           (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Unmanned aircraft" means an aircraft that is not:
    a. Designed;
    b. Manufactured; or
    c. Modified after manufacture;

    to be controlled directly by a person from within or on the aircraft.
24. "Volunteer worker" means a person who:
    a. Is not your "employee";
    b. Donates his or her work;
    c. Acts at the direction of and within the scope of duties determined by you; and
    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
25. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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TO: City Commission via Leigh Ann Henderson, City Manager

FROM: Gary Blocker, Chief of Police

DATE: February 10, 2026

REF: False Alarm Reduction Program – Outsourcing Program Management

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The purpose of the City's Alarm Systems ordinance is to ensure proper alarm use, reduce unnecessary police responses, and preserve public safety resources. As demonstrated in our prior analyses and presentations to the Commission, false alarms remain a significant operational and financial burden on the Police Department, with 73–80% of all alarm activations in recent years determined to be false.

These false responses routinely require at least two officers to conduct building checks, resulting in hundreds of staff hours and tens of thousands of dollars in costs each year—resources diverted from genuine emergency calls and proactive policing efforts.

Historically, the City's False Alarm Reduction Program relied on administrative staff, requiring approximately 576 hours annually to manage registration, billing, compliance, and enforcement functions.

Due to staffing shortages and competing "Quality of Life" priorities within the Code Compliance Unit, the program became dormant, causing false alarms to continue without any management structure.

Following industry research and an evaluation of our false alarm data from 2019–2025, outsourcing program management has emerged as the most efficient, cost-effective, and sustainable solution. Specialized false alarm management firms offer comprehensive services—including user education, auditing, enforcement, and fine administration—that are proven to reduce false alarm frequency and enhance compliance.

Based on our analyses, outsourcing would not only professionalize program administration but also produce meaningful cost recovery and operational savings. Under the current fine and fee structures, projected revenue models indicate that the City can offset the cost of police responses to false alarms and potentially generate positive net revenue for reinvestment in public safety priorities

In alignment with our desire to evaluate opportunities for outsourcing administrative functions, and pursuant to the recently completed formal Request for Proposal (RFP) process, staff recommends contracting with Alarm Program Systems, LLC for false alarm reduction program management services. Subsequent to request for proposal processes, staff determined Alarm Program Systems (APS) offers the strongest solution among the three vendors evaluated. APS will administer, operate, and maintain the City's False Alarm Reduction Program in compliance with the City's alarm ordinance, providing all systems, staffing, technology, and support necessary to manage alarm registrations, false alarm tracking, billing, payments, appeals, reporting, and public education. Services include secure data

management; integration with the City's CAD and dispatch systems; account reconciliation and auditing; customer service via mail, phone, email, and web; ordinance compliance support; public awareness initiatives; and proactive identification and mitigation of high-frequency false alarm users, all delivered through a secure, City-branded platform tailored to the City's operational needs. This partnership will modernize our program, reduce preventable demands on police resources, ensure consistent enforcement, and support improved community safety outcomes.

Staff respectfully recommends approval of this agenda item. Thank you!

Data Points and Projected Revenue Share

Percentage of Alarms Declared False in Wilton Manors - 2019 - 2025

Year	Total Alarms	False Alarms	% Alarms That are False
2019	765	570	75%
2020	659	480	73%
2021	616	484	79%
2022	532	394	74%
2023	635	488	77%
2024	404	325	80%
2025	240	176	73%

False Alarm Response Costs - 2019 - 2025

Year	False Alarms	Time Spent	Police Officer[t]	Police Officer[t]	Estimated Response Cost	Cost per False Alarm
2019	570	217.5 hrs	$12,563	$12,563	$25,126	$44
2020	480	198.25 hrs	$11,451	$11,451	$22,902	$48
2021	484	233.25 hrs	$13,473	$13,473	$26,946	$56
2022	394	165.5 hrs	$9,559	$9,559	$19,118	$49
2023	488	207.5 hrs	$11,985	$11,985	$23,970	$49
2024	325	148.25 hrs	$8,563	$8,563	$17,126	$53
2025	176	72.75 hrs	$4,173	$4,173	$8,346	$47

[t] *Total compensation at a median rate for a police officer at $57.76.*

False Alarm Reduction Program Fine Projections – Based on 2021 – 2025 false alarm data.

# F.A.'s	Cumulative Fine Amounts	2021	Fines	2022	Fines	2023	Fines	2024	Fines	2025	Fines
1	$0	167	$0	148	$0	195	$0	143	$0	47	$0
2	$75	46	$3,450	39	$2,925	35	$2,625	38	$3,800	19	$2,075
3	$175	11	$1,925	14	$2,450	16	$2,800	11	$2,925	4	$1,275
4	$300	7	$2,100	5	$1,500	6	$1,800	12	$5,250	-	-
5	$450	8	$3,600	5	$2,250	3	$1,350	3	$1,950	4	$2,600
6	$650	1	$650	2	$1,300	2	$1,300	3	$2,700	1	$900
7	$850	4	$3,400	-	-	1	$850	-	-	1	$1,150
8	$1,050	3	$3,150	1	$1,050	-	-	1	$1,400	-	-
9	$1,250	2	$2,500	4	$5,000	2	$2,500	1	$1,650	1	$1,650
10	$1,450	1	$1,450	-	-	1	$1,450	-	-	-	-
11	$1,650	1	$1,650	1	$1,650	1	$1,650	-	-	1	$2,150
12	$1,850	1	$1,850	-	-	-	-	-	-		
13	$2,050	-	-	-	-	1	$2,050	-	-		
14	$2,250	1	$2,250	-	-	-	-	1	$2,900		
15	$2,450	-	-	1	$2,450	-	-	-	-		
17	$2,850	-	-	-	-	1	$2,850	-	-		
19	$3,250	-	-	-	-	1	$3,250	-	-		
22	$4,900	-	-	-	-	-	-	-	-	1	$4,900
29	$5,250	-	-	-	-	1	$5,250	-	-	-	-
TOTALS		**2021**	**$27,975**	**2022**	**$20,575**	**2023**	**$29,725**	**2024**	**$22,575**	**2025**	**$16,700**

Projected Alarm Annual Renewals

Year	Projected Registrations	Fee	Total
2021	253	$50	$12,650
2022	220	$50	$11,000
2023	266	$50	$13,300
2024	213	$50	$10,650
2025	79	$50	$3,950
3-Year Average			**$9,300**

Projected Revenue Share – Using 3-Year Averages (2023 – 2025)

Year	Projected Registrations
Renewal Fees	$9,300
Fines	$23,000
APS	$12,000
City of Wilton Manors	$20,300

Note: The annual base rate shall be $12,000.00, billed to City at $1,000.00 a month with an annual gross program revenue threshold of $60,000.00. In years 4 and 5, in the event CITY exercises its option to renew, the annual base rate shall be $12,960.00, billed to CITY at $1,080.00 a month with an annual gross program revenue threshold of $60,000.00. Once Gross Revenues exceed $60,000.00 in any year, the Revenue Split will be activated and in effect for any program revenues that exceed $60,000.00 in a calendar year based on total false alarm permit fees, false alarm permit renewal fees, false alarm fees, and any late or reinstatement permit fees billed & collected by APS from alarm users or alarm companies ("Gross Revenues"). Gross Revenues collected over $60,000.00 are split 80% to the City of Wilton Manors and 20% to APS, respectively.

WILTON MANORS, FL

FALSE ALARM REDUCTION PROGRAM

RFP# 2025-03

PROPOSAL

SUBMITTAL DATE: 4/16/2025

Alarm Program Systems LLC.
367 Civic Drive - Suite 10
Pleasant Hill, CA 94523
Phone: 510-267-0414
www.alarmprogramsystems.com

Table of Contents

Transmittal Letter 3

Executive Summary 4

General Information 7

Approach - Understanding 9

Approach – Project Team 14

Approach - Scope 18

Experience & Qualifications 38

Cost Proposal 44

Attachments and Affidavits 46

Transmittal Letter

Alarm Program Systems LLC

To: City of Wilton Manors, City Clerk

Subject: Transmittal Letter for RFP #2025-03

To Whom It May Concern,

On behalf of Alarm Program Systems LLC, I am pleased to submit this letter to confirm our review and acceptance of all terms and conditions outlined in RFP #2025-03.

This transmittal serves as formal confirmation of our intent to meet the terms and conditions specified in the RFP. This letter is signed by the undersigned as a duly authorized representative of Alarm Program Systems LLC.

There are not conflicts of interest in the submission of this proposal.

Sincerely,



Jim Huchingson
President Alarm Program Systems LLC

City Clerk
RFP#: 2025-03
City of Wilton Manors
220 Wilton Drive
Wilton Manors, FL 33305

City Clerk:

Alarm Program Systems LLC. [APS] is pleased to present the City of Wilton Manors with a proposal to manage its alarm program in response to RFP# 2025-03. We are confident that our company can be a thoughtful and effective partner in your city's goal to efficiently manage its alarm ordinance.

The APS value proposition is simple:

- We are the only nationwide solutions provider currently primarily focused on alarm ordinance management.
- We offer a 100% web-based CRM platform built on Salesforce.com that provides flexible industry-leading capability.
- We have the size, focus and processes to provide clearly superior service to any alternative in the marketplace.

APS is headquartered in the San Francisco Bay Area and currently administers programs for 61 agencies. Our company handles 310,000+ alarm permits and processes 5,000+ false alarms monthly across its partner base. Over the course of our 10-year history, we've managed growth with a close attention to our core mission to provide the best service in this market segment. We've established by reputation a platform robust enough to maintain this standard from agencies servicing upwards of 800,000 citizens down to those servicing under 20,000.

The APS application is a 100% cloud-based solution that enables collaboration, integration and automation between business units across multiple departments - creating a true municipal agency and citizen engagement solution. All program information is highly secure, stable, and accessible in real time from any device. From the front-end citizen portal to the back end administrative interface, APS can leverage an industry leading technology stack to ensure that our product offering is constantly improving at the pace of current technology.

On the service side, APS features an experienced customer support team that is well versed in all aspects in the management of an alarm program. Our staff will be trained on both Wilton Manors' Alarm Ordinance and the manor in which the city want's it administered. To ensure that we operate as an effective face forward for our partner agencies, APS places a strong priority on responsive support via phone and email during all business hours. Additionally, our focused in person outreach to problem alarm sites has demonstrated effectiveness in both reducing aggregate false alarms while improving collection metrics.

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We believe the APS solution can help Wilton Manors significantly lower embedded agency costs, heighten public awareness, increase program revenues, meaningfully reduce false alarms, and free up valuable resources for public safety.

Please do not hesitate to contact us if you have any questions.

Sincerely,

Jim Huchingson

President

Alarm Program Systems LLC.
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523



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GENERAL INFORMATION

Identification of Proposer

Alarm Program Systems LLC
California Registered LLC – Partnership
CA Secretary of State #: 201206710177

367 Civic Drive, Suite 10
Pleasant Hill, CA 94523
925-718-1090
9AM-8PM EST, M-F

EIN: 45-4806530

Signer of Transmittal Letter:

Jim Huchingson, President
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523
jim@alarmprogramsystems.com
510-267-0414

APS Contact for Proposal:

Brett Glass, Vice President of Operations
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523
brett@alarmprogramsystems.com
925-788-2346

APPROACH - UNDERSTANDING

Solution Overview

Based on the sizing of Wilton Manors' false alarm program, APS is confident that we can deliver a successful transition of program administration within four [4] weeks. The APS implementation will have very little impact on Wilton Manors resources.

APS will assign a project team rich in experience. Additionally, each of the members—from Project Manager, Technical Manager and Customer Support —are all principals who will be giving their full attention to a mutually successful deployment. Wilton Manors will have our undivided attention. Jim Huchingson, President, will serve as the dedicated Project Manager.

Alarm Program Systems will provide Wilton Manors with a 100% web-based application that requires no hardware or software to be purchased. APS is prepared to work with all defined city personnel to ensure a to approach and successful implementation.

- ❑ APS shall, consistent with Wilton Manors' current alarm ordinance and any future amendments, provide, operate, and maintain Wilton Manors' Alarm Management Program. More specifically, we shall develop, provide, operate, and maintain the systems necessary to communicate with Wilton Manors' designated officials, Alarm Companies, Police Department, Fire Department and those members of its citizenry affected by the alarm ordinance.

- ❑ The APS platform will be tailored to fit Wilton Manors' particular needs and objectives, and it will perform all functions necessary to satisfy same. It will acquire, access, assimilate, produce, record and store data relevant to the operation of Wilton Manors' Alarm Management Program. It will generate and issue notices, permits and billing statements; track accounts receivables, account histories (including hearings and appeals); and generate reports.

- ❑ APS will provide accounting reconciliation services and accounting reports for all billing pursuant to Generally Accepted Accounting Principals monthly. This shall include monthly auditing to ensure accuracy. Said reports and all supporting documents will be submitted to the city within ten business days of month’s end.

- ❑ APS will securely import all existing alarm program records (permits, billings, payments/history, fees outstanding, etc.) from Wilton Manors' current vendor and use it to populate live permit accounts with corresponding historical record of billings, payments, & false alarms.

- ❑ APS will notify households, businesses, and alarm service providers of alarm ordinance existence and requirements, using city-generated templates and language as required.

- ❑ APS will generate and issue notices, permits and billing statements; track accounts receivables; and generate reports.

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- ❑ APS will establish an interface protocol with Wilton Manors' current CAD vendor and collect alarm call data weekly, or as otherwise required by Wilton Manors. We will provide for a secure, encrypted transmission of this data.

- ❑ APS will perform billing and payment collection functions consistent with the terms of Wilton Manors' alarm ordinance. We will send written notice to alarm users who generate false alarms and actively pursue those who are delinquent in making their required payments.

- ❑ APS will provide an online alarm user portal where households and businesses can obtain and renew alarm permits, pay billings, view their alarm activity, view Wilton Manors' alarm ordinance, update account information, and review FAQ's and responses thereto.

- ❑ APS will maintain a local telephone number (M-F, 9am-6pm EST) that individuals may call to speak with someone about the specific details of their bills or to ask about the alarm permit program in general. Additionally, inquiries may be submitted via email and a timely response will be delivered to each inquiry received.

- ❑ APS will provide Wilton Manors with 24-hour emergency telephone number where an APS associate can be always reached.

- ❑ APS will provide training to Wilton Manors employees engaged in the operation and/or oversight of Wilton Manors' Alarm Management Program.

- ❑ APS will provide Wilton Manors with secure, online access to alarm management information, including, but not limited to, reports produced by Wilton Manors-defined search criteria.

- ❑ APS will produce and deliver reports to Wilton Manors in a timely manner as required or requested by the city, including, but not limited to, auto-notifications.

- ❑ Our system can generate and producing reports based upon the entry of a variety of parameters, including, but not limited to registration number, customer name, customer address, incident type, and date, including a range of dates. Our system accepts multiple search criteria, including partial and wildcard searches.

- ❑ APS will maintain our equipment in good working order, and we take all reasonable steps to protect our system against infection or corruption to ensure uninterrupted operation of Wilton Manors' Alarm Management Program.

- ❑ Alarm Program Systems is providing Wilton Manors with a detailed rollout schedule detailing the program migration from contract date to go live date.

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Implementation Schedule

Contract Date

Notice to Proceed Date

Proposed Roll-Out Meeting: Day 1
- Conduct implementation status meeting between APS and city staff
- Review and approve implementation plan

Weeks 1-2 of Rollout

❑ Interface, Correspondence and Process Specifications
- Establish a toll-free number and alarm program mailing address
- Build Alarm Program website with ordinance and fee information data connections for online support and payment
- Review CAD, financial (bank account, bank lockbox and/or city financial system) and online access specifications for city agents.
- Draft and format for approval all correspondence templates
  - Existing Alarm User Notification
  - Alarm Company Letter
  - False Alarm Incident Notification
  - Wilton Manors Web Site Content
- Establish hearing and appeal process steps
- Work with city staff to build comprehensive roster of all jurisdictional alarm providers
- Import all existing permit and false alarm data/history from current administrator
- Import Alarm Company rosters electronically and manually as needed
- Establish secure web-based interface with alarm Companies for ongoing roster management, licensing, outstanding invoices and current balance

❑ Implement and test business, alarm company, and citizen web functions
- Alarm company self-service portal
- Alarm user portal/alarm program website (online alarm class available)
- Establish city administrative access to application
- Embed links from Wilton Manors PD website(s) to alarm program website

Midpoint Meeting: Day 14
- Appraise city staff of implementation progress; discuss remaining steps to ‘go live’ date

Weeks 3-4 of Rollout

❑ **Registration Implementation**
- Complete the import of all relevant data onto the APS platform
- Configure system logic for alarm ordinance workflow rules

❑ **System Infrastructure and Interface Implementation**
- Establish, configure and test CAD alarm event and interface
- Establish a secure, electronic payment gateway (Stripe)

❑ **Program Training**
- Train APS staff on the Wilton Manors' alarm ordinance, objectives and execution plan
- Train Wilton Manors program administrator(s) on APS application, optimize layout and click- through reporting features.

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Implementation Schedule

❑ **Program Testing** • **Test all major system components, including interfaces, generation of communication templates, collection and customer service systems.**
❑ **Final Rollout Meeting: Day 28** • Address any remaining details
❖ **GO LIVE** • Begin the full-time management of the Wilton Manors Alarm Program

Typical tasks and input from Wilton Manors staff may include:

- Collaborative design of all program documentation and communication strategies to Wilton Manors residents.
- Approval of all published content in support of the program—print and online versions.
- Monitoring of implementation performance on ongoing program performance.
- Provision of existing alarm program information in accessible file format.
- Collaboration on false alarm appeals and processes.
- Collaboration to ensure all permit status changes such as “verified response” are accurate and done in support of program ordinance rules.

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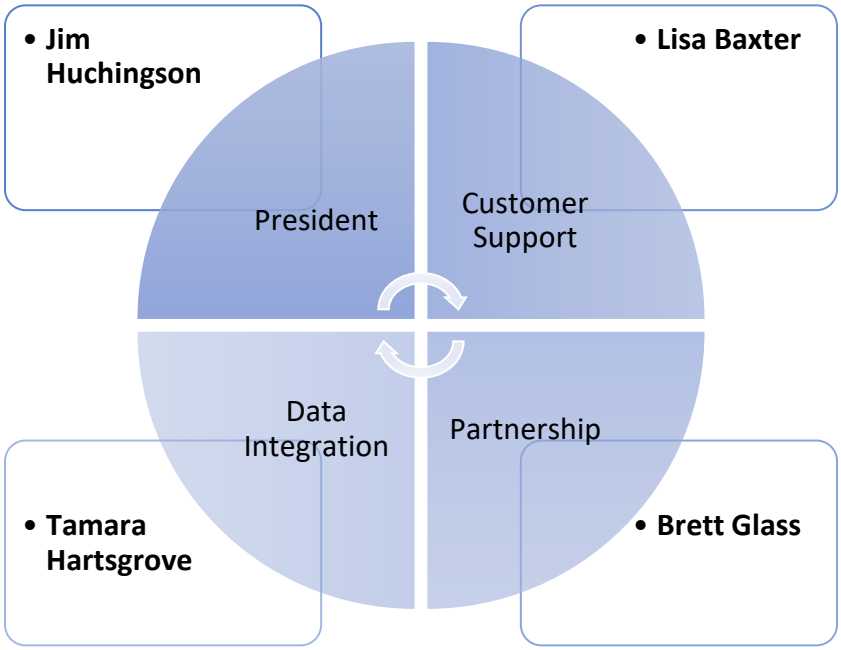
APPROACH - PROJECT TEAM

Project Management Organization



Jim Huchingson will serve as Project Manager and oversee all phases of the Wilton Manors partnership. His efforts will be concentrated on the development of a rollout plan and overseeing all phases of the project - including status meetings, data import, website development, and managing CAD and financial interfaces.

Lisa Baxter will conduct customer support training. She will train the train customer support staff on Wilton Manors' ordinance, establish a protocol for appeals with the city, and implement workflow rules for collection and billing.

Tamara Hartsgrove will serve as the point person for data conversion and integration. She will take alarm program data in whatever form it currently exists and import it onto the APS platform. She will also assist in designing of any necessary CAD interface.

Brett Glass will serve as Co-Manager on the project and coordinate regular progress meetings with Wilton Manors to ensure clear communication throughout the onboarding process. He'll handle all communication materials for alarm company and citizen outreach. Brett will continue as Wilton Manors' primary Customer Service Representative after the program has been rolled out.

These four key members of the team will serve as contact points for respective staff members in Wilton Manors focused on the False Alarm Management Program. Each will be principally responsible for working with Wilton Manors and ensuring the success of its alarm program.

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Key Project Personnel



Jim Huchingson

Project Manager/President (12 years)

Jim Huchingson is the President and founder (2012) of Alarm Program Systems, LLC. .

Jim has over seventeen years of experience in designing, implementing, supporting and managing recurring revenue streams for many of the largest organizations in the world, including providing services to run the False Alarm Program for the City of San Francisco.

He plays an integral part of the day-to-day operations including Customer Support, Finance and Product Development. Additionally, Jim oversees each implementation and the customer on-boarding process.

Jim graduated with a Bachelor's degree in Legal Studies from the University of California at Berkeley.

Technology Background:

- Salesforce.com
- Force.com
- Zendesk [Customer Support}
- Permit and Licensing Process Development and Optimization
- Product Development [Jim is the architect of the Alarm Program Systems application]
- Customer Support Process Development
- Heroku Web Development and E-Commerce Applications



Brett Glass

Vice President of Operations (6 Years)

Customer outreach, product development, and compliance processes. Prior to joining APS, Brett had twenty years of experience in financial services & corporate management, including Hambrecht & Quist, Lake Union Capital (Managing Partner), First Albany (Managing Director), and JP Morgan. Bachelor of Arts, UCLA.



Lisa Baxter

Training Manager/Customer Support (8 Years)

Dedicated Customer Service Manager with 15 years of experience building, staffing, and overseeing high-functioning operations and service teams in both health care and technology verticals. Prior to APS, Lisa worked at Halt Medical (acquired by Acessa Health) and AcroMetrix.

Lisa is responsible for service agent training as well as testing, modifying and implementing all customer support workflows. She heads the hearing and appeals process and has extensive experience in collections and billing.

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Tamara Hartsgrove

Implementation Manager (11 Years)

Tamara is responsible for all new and running projects; working with developers and managers; creating testing plans, outlines and the implementation of CAD and software interfaces. She oversees quality assurance and data migration. She is proficient with systems such as Task, Microsoft Expression, Excel, SQL, Word, Access, OnTime, Microsoft Project, and Salesforce.



Dave Krupinski

Developer (11 Years)

Full-Stack Engineer with a focus on Content Systems Architecture. Custom tools to generate, maintain, and distribute content across the web and mobile devices. Tasks include modifying, upgrading and optimizing the APS platform.

Technology Background:

- Ruby on Rails
- NodeJS
- HTML5
- MongoDB
- Redis
- MySQL
- Haml
- SQL Server
- Slim
- Javascript
- JQuery
- CoffeeScript
- SpineJS
- Prototype
- Cold Fusion



Darlene White

Program Support Manager, (6 Yrs)

Alarm company coordinator and customer service representative. Darlene leads on communication with over 140 alarm/monitoring companies servicing the US. She has been integral in building the APS alarm company portal network - enabling larger national alarm providers and their contracted monitoring companies to use APS proprietary technology to optimize permitting across our entire partner base.

Ten years experience in investment banking, with roles as national and regional account executive (Integrity First Financial Group & Freedman, Billings & Ramsey).

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APPLROACH – SCOPE OF SERVICE

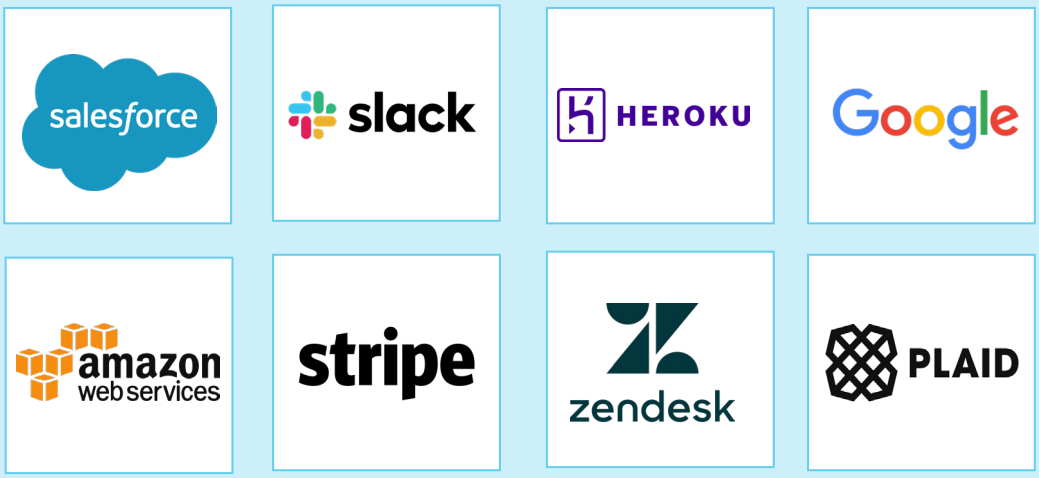
Project Approach: Technology

Our firm has become a popular solution for law enforcement agencies who have chosen to implement a true CRM solution beyond simply invoicing and billing. The APS application is built on the Salesforce.com platform, which enables collaboration, integration and automation between business units, applications across multiple departments - creating a true municipal agency-citizen engagement solution.

Utilizing the APS platform, Wilton Manors staff will have unlimited real-time access to all relevant data related to the alarm program's operation. Though a simple, point and click interface, city administrators will have the ability to call data metrics (on any time frame) such as program revenues, current permits, refused permits, false alarm billings, outstanding receivables, past due balances, collection rates, upcoming renewals, etc. Custom reports can be designed for each user's individual preferences. All reporting is easily exported to Excel, PDF, or other file formats.

The APS CRM-rich feature set allows users (both city and administrator) to record an up-to-the-minute history of all customer service interaction related to each unique permit/account. Phone inquiries, emails, appeals, and agency notes can all be logged and shared by users to maximize collaborative efficiency.

The APS application is a 100% web-based, secure platform built from the ground up on a technology stack unparalleled in the industry today leveraging the ongoing evolution of leading-edge applications such as:



Building on Salesforce cloud-based architecture helps ensure that your alarm program's functionality is able to upgrade in parallel with the rapid evolution of technology. Our commitment to constantly investing to provide the leading standard in both personal client service and technology translates to alarm management programs that experience both the lowest error rate and highest collection rate in the industry.

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Customer Service

APS has a diverse collection of expert customer support professionals with a proven capacity to drive program revenue and false alarm reduction. From our project managers to our customer support staff, we employ only the most qualified individuals in the industry. We invest heavily in initial and ongoing training to maintain competency in support strategies, industry issues, client products and services, and general communication skills.

The training is comprised of four components:

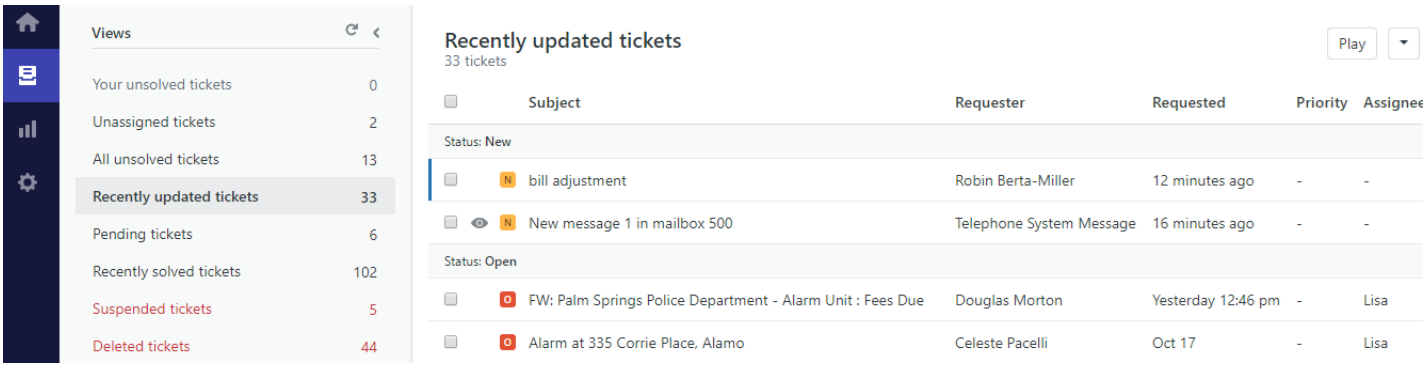
- **Ordinance-Specific Training:** Revenue events and triggers, policy guidelines and fee schedules.
- **Customer Support Training:** Common objection handling review, FAQs and Wilton Manors program review will enhance team communication and collection skills.
- **Community Awareness Training:** Our customer support team will review and disseminate all current community affairs and Law Enforcement news in Wilton Manors daily to ensure our staff can understand and communicate effectively with the residents of Wilton Manors.
- **Continued and Ongoing Training:** Our team's practical hands-on support experience is a great resource for improving the process and identifying ways to maximize false alarm reduction for our clients. We provide monthly "Leadership Lunches" with industry experts and support trainers from around the country.

The APS staff will be available to assist citizens and business owners and to answer program and billing questions via access to a Toll-Free telephone number, chat and email. The APS customer service team will be available from 8am – 5pm PST, Monday through Friday, excluding major national holidays. An integrated voice response [IVR] and voice mail system will be enabled and customized for the use of Wilton Manors' false alarm management program, including customer greetings and call routing. All calls not handled in real time will be returned within 24 hours from receipt. We can fully support an integrated customer support model whereby APS and Wilton Manors personnel collaborate and contribute together, not just in answering calls but for all program functions. The majority of requests are handled within 60 minutes or less.

Additionally, our application infrastructure is based on the core customer relationship management principles. Accurate record keeping, familiarity with local issues and multiple communication channels (phone, email and chat) are key components to resolving customer inquiries.

The APS Customer Service Team is kept up-to-date with security industry and agency relevant news through a dynamic feed straight into the APS application.

APS uses Zendesk to track and manage all customer support interactions. All requests are logged and closed through Zendesk. Zendesk is a San Francisco based company and is regarded as the premiere customer support application worldwide.



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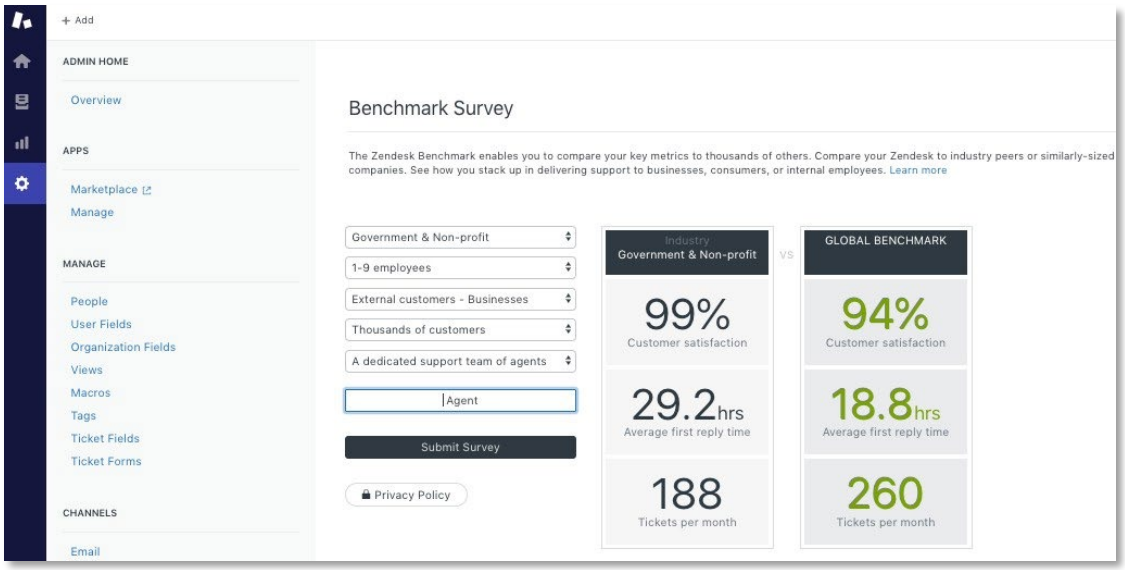
Customer Satisfaction and Measurement

All customer service interactions are tracked, measured and Zendesk provides us the capability for APS to measure response time and customer satisfaction.



Alarm Permitting, Renewal & Suspension

APS automates the entire process for generating permits, renewal notices, false alarm notices and permit suspensions. Permits/Address records are generated through electronic registration on the alarm user website: **https://wiltonmanorsfl.citysupport.org.** Alarm company roster and CAD false alarm data is imported at a measured interval. When a permit/address record is established, APS time stamps and tracks every interaction with the record, including items such as: status, status change date, total number of false alarms, outstanding balances, all fee notification history, permit renewal and expiration dates. Workflow rules are set with each field to create any number of automated actions based on the time stamp or value change. For example, 45 days from expiration date, renewal notice invoices are automatically generated. All invoices are attached as links to the permit record and can be viewed at any time.

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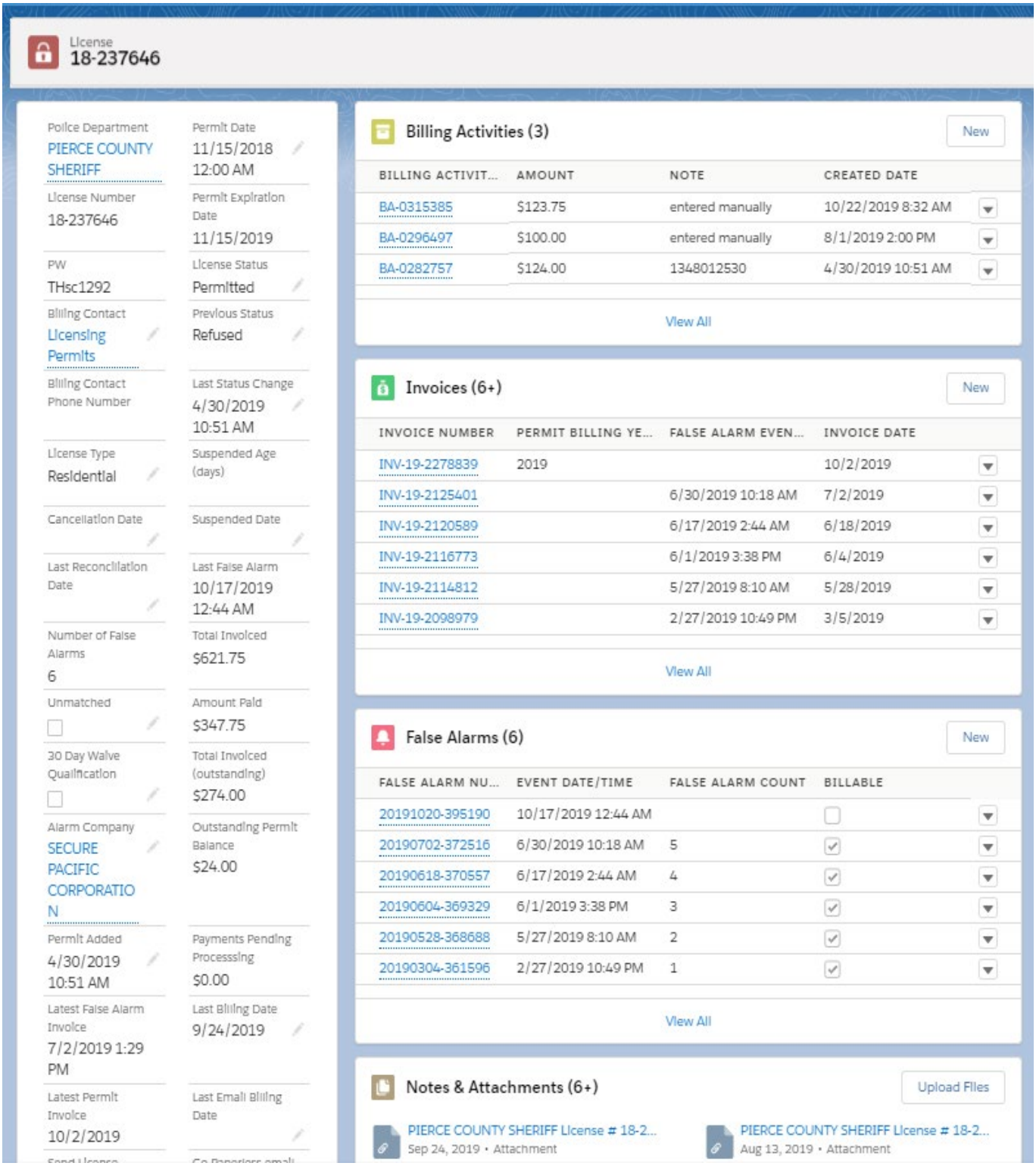
Sample Permit Record in APS



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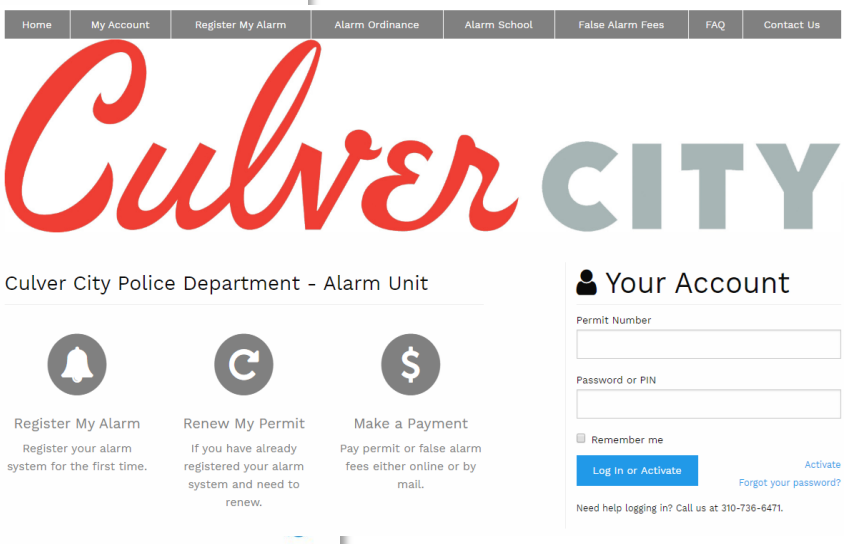
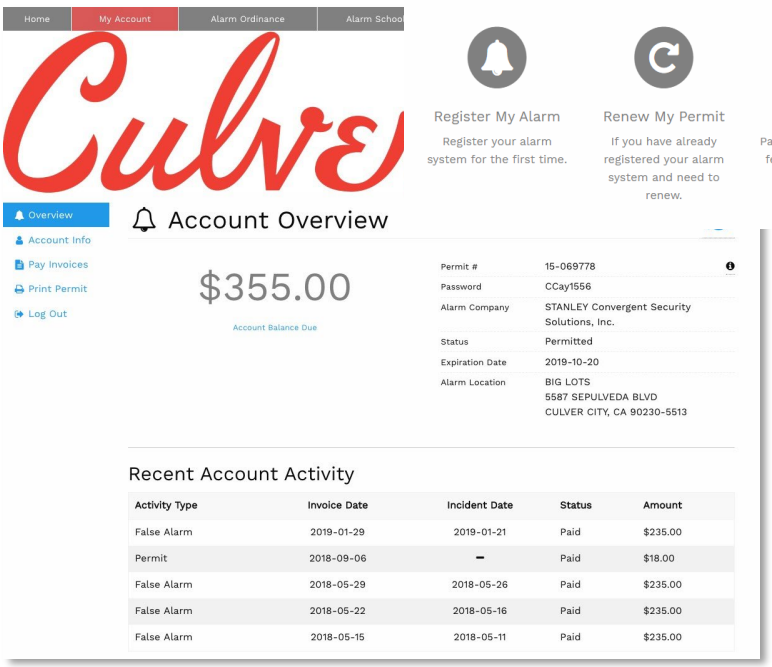
Alarm User Web Portal

In addition to submitting payments by mail, customers will have the ability to pay on-line. APS has a Web builder portal admin application to make any and all content changes quickly. Our secure website portal is built with the latest technology stack and is mobile-friendly for alarm users to interact with on any device or desktop. Alarm users can manage all of their permit and false alarm history in addition to paying fees online. Alarm users can also print a copy of their alarm permit from the web portal.







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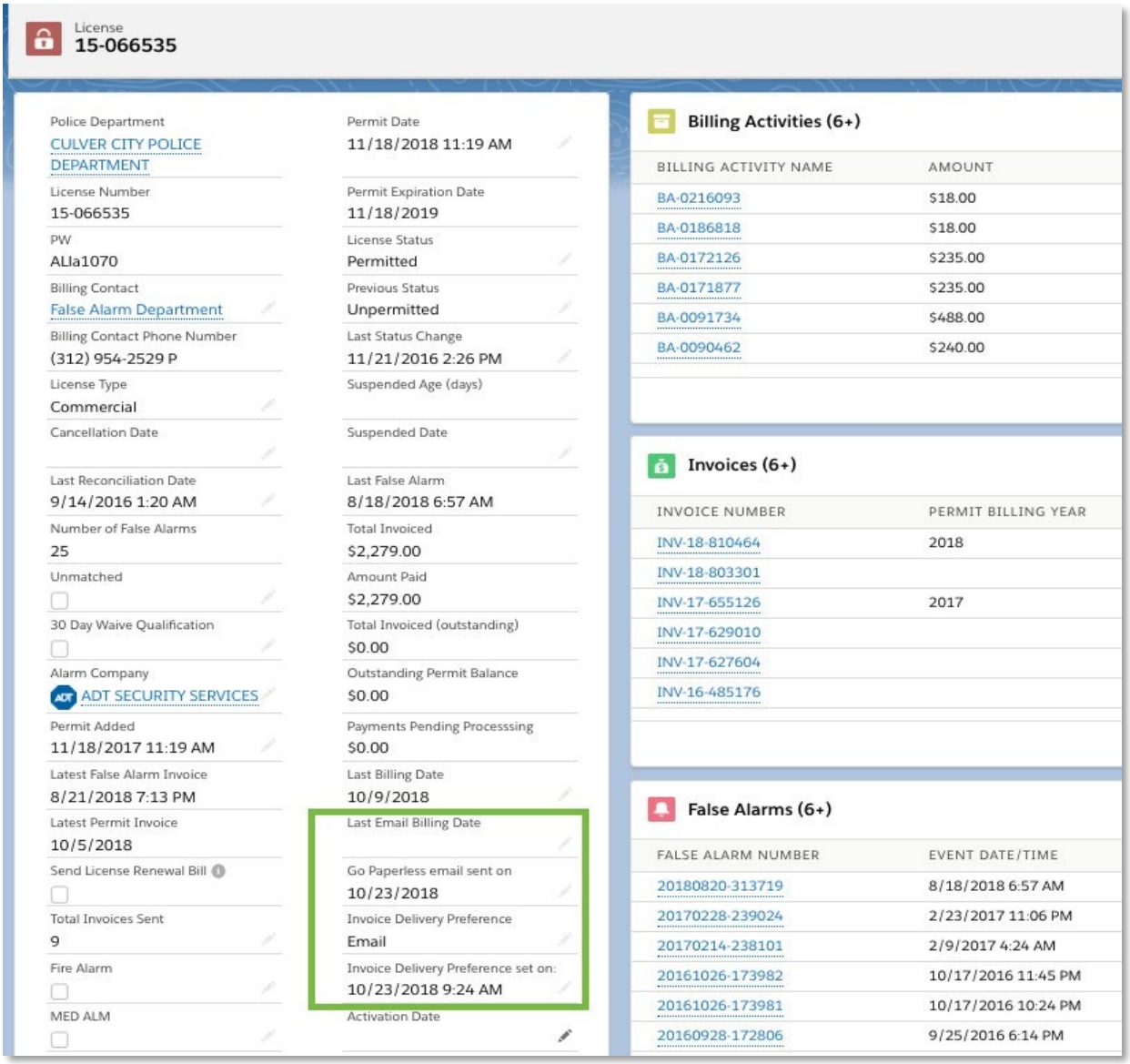
Electronic Billing

The APS application can track alarm user notification preferences such as mail, email or both mail and email correspondence. All email communication templates are stored and managed within the APS application.



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Sample False Alarm Billing

SAN RAFAEL POLICE DEPARTMENT - ALARM UNIT
PO BOX 11194
SAN RAFAEL, CA 94912

https://sanrafaelca.citysupport.org
1 888 865-9770

DATE	PAY THIS AMOUNT	PERMIT NO.
12/29/2020	$70.00	19-518345

KAISER PERMANENTE
LICENSING PERMITS
99 MONTECILLO ROAD
SAN RAFAEL, CA 94903

MAKE CHECKS PAYABLE / REMIT TO:

SAN RAFAEL POLICE DEPARTMENT - ALARM UNIT
PO BOX 11194
SAN RAFAEL, CA 94912

19-518345 000070009

PAST DUE

Please detach and include with your payment.

ALARM LOCATION: 99 MONTECILLO RD

INVOICE	FEE TYPE	INVOICE DATE	INCIDENT DATE	FEES	PENALTIES	AMOUNT PAID	AMOUNT DUE	DUE DATE
INV-20-2771660	False Alarm	11/10/2020	10/29/2020 2:42 PM	$50.00	$0.00	$0.00	$50.00	12/10/2020
INV-20-2772561	Permit 2020	11/13/2020		$20.00	$0.00	$0.00	$20.00	12/13/2020

Questions about your bill?
Phone: 888 865-9770 Monday - Friday 9am - 5pm PT
Email: sanrafaelca@citysupport.org
Web: https://sanrafaelca.citysupport.org

Total Amount Due: $70.00

ORD. NO. 1973 governs the use of Alarm Systems and it assesses fees for alarm permits, permit renewals and false alarms. The SAN RAFAEL POLICE DEPARTMENT has been informed that your address has an active alarm system and the following fees are now due. Permitted users may be able to attend alarm school to have false alarm charges reduced. To see if you are eligible please visit https://sanrafaelca.citysupport.org /alarm-school to learn more.

Online Payment To manage your account online, make a payment with a credit or debit card, or to obtain more information about the SAN RAFAEL POLICE DEPARTMENT Alarm Ordinance go to https://sanrafaelca.citysupport.org. To log in, please enter your PERMIT NUMBER and PIN or PASSWORD.

PERMIT NO.	PIN	EXP. DATE	STATUS
19-518345	A-398223	12/28/2021	Unpermitted

If there is no longer active alarm service in your name at this location, please notify us in writing by sending an email to sanrafaelca@citysupport.org with the date of cancellation and the alarm company of record.

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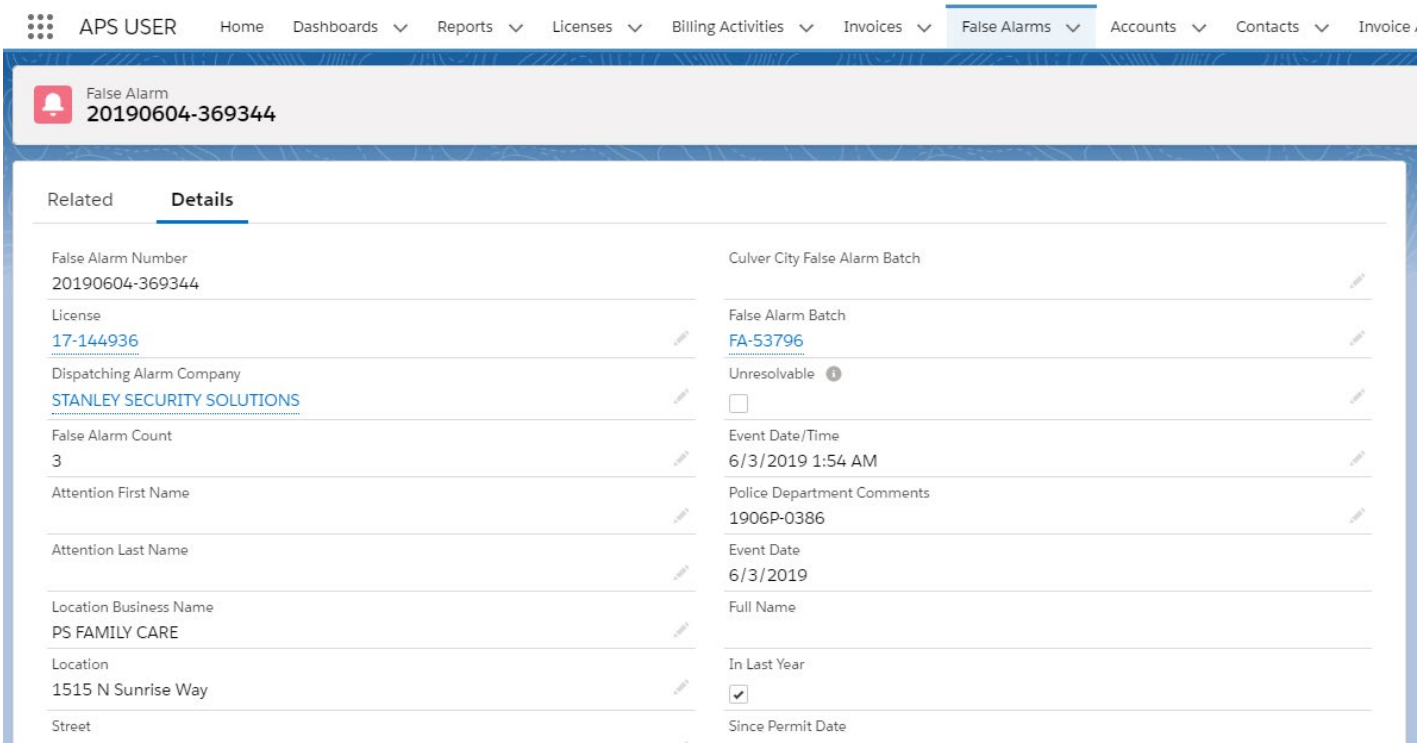
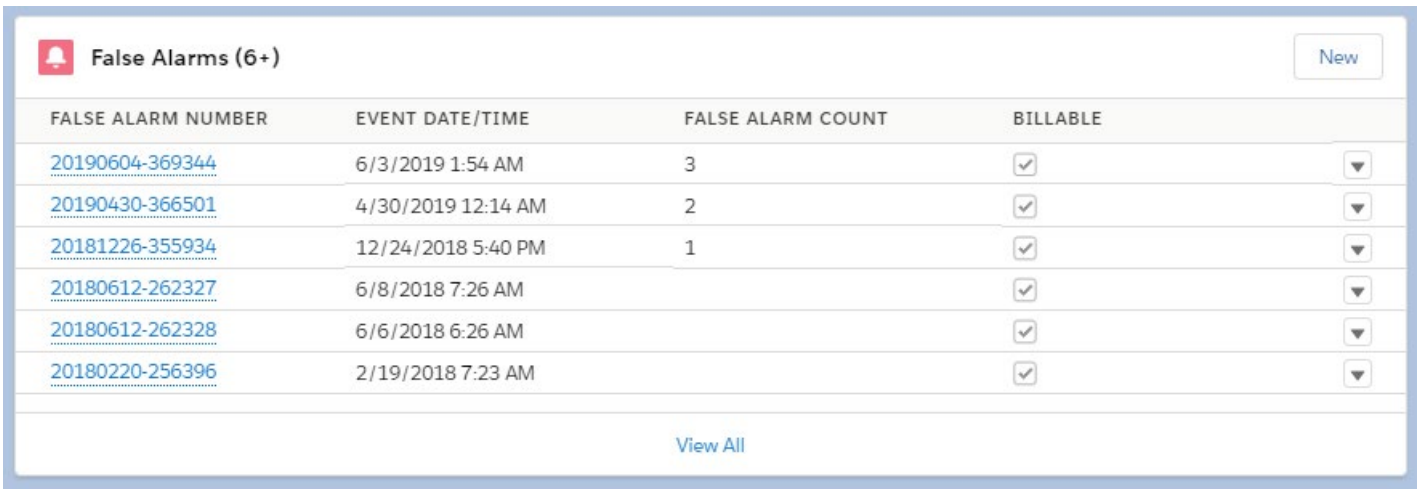
False Alarm Tracking and Billing

APS creates a list of related false alarms to each permit. APS captures all relevant fields and data from the original CAD record supplied by the Police Department. The false alarm count automatically adjusts every time a new false alarm record is added and triggers billing automatically at program-specific thresholds.





APS runs the false alarm invoicing job once per week, which looks for false alarm records on all permits that do not have an associated invoice. If there is no invoice, APS automatically creates a new invoice associated with the false alarm and with the corresponding amount based on the assigned false alarm count and the relevant fee table for the agency.

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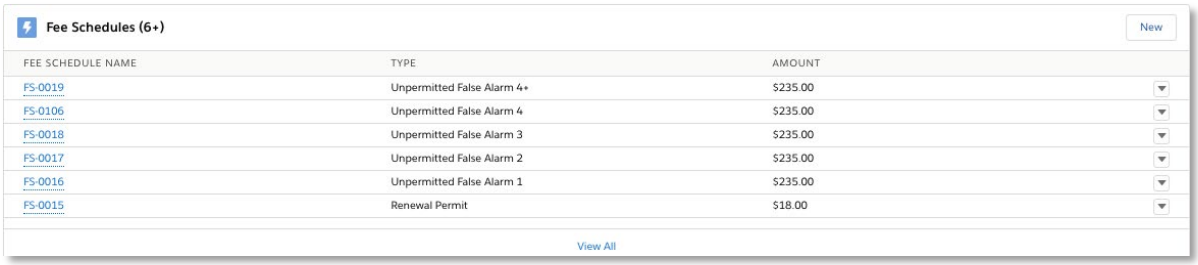
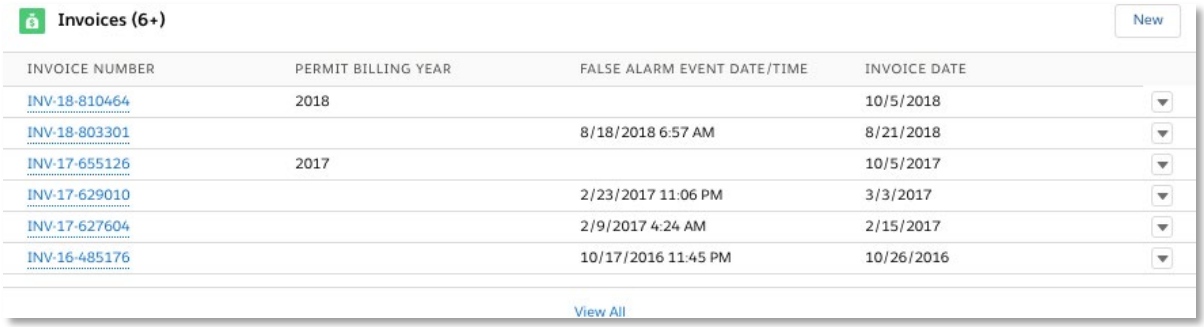


Fee Schedules (6+)

FEE SCHEDULE NAME	TYPE	AMOUNT
FS-0019	Unpermitted False Alarm 4+	$235.00
FS-0106	Unpermitted False Alarm 4	$235.00
FS-0018	Unpermitted False Alarm 3	$235.00
FS-0017	Unpermitted False Alarm 2	$235.00
FS-0016	Unpermitted False Alarm 1	$235.00
FS-0015	Renewal Permit	$18.00

View All



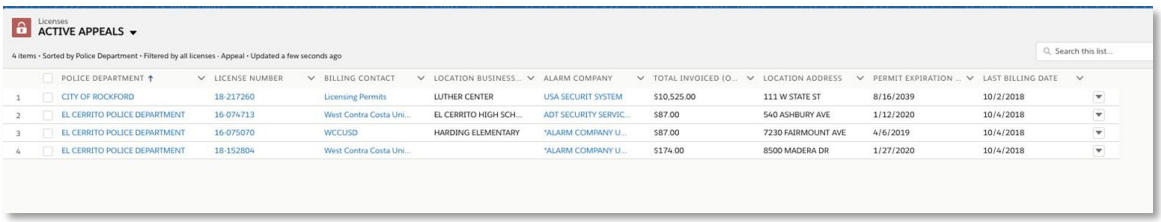
Invoices (6+)

INVOICE NUMBER	PERMIT BILLING YEAR	FALSE ALARM EVENT DATE/TIME	INVOICE DATE
INV-18-810464	2018		10/5/2018
INV-18-803301		8/18/2018 6:57 AM	8/21/2018
INV-17-655126	2017		10/5/2017
INV-17-629010		2/23/2017 11:06 PM	3/3/2017
INV-17-627604		2/9/2017 4:24 AM	2/15/2017
INV-16-485176		10/17/2016 11:45 PM	10/26/2016

View All

Appeals Support

The APS application manages the entire appeals process online; no more sending cumbersome MS Excel files back and forth. We enable a list view that can be accessed by defined users and collaborated on in real time. All relevant details are extracted, hosted and can be accessed by any mobile device: alarm activation information, license account information and payment history. Wilton Manors can check the APS application on any interval to see the latest resident appeals and collaborate or participate in any decisions.



Licenses
ACTIVE APPEALS

4 items • Sorted by Police Department • Filtered by all licenses - Appeal • Updated a few seconds ago

	POLICE DEPARTMENT	LICENSE NUMBER	BILLING CONTACT	LOCATION BUSINESS...	ALARM COMPANY	TOTAL INVOICED (O...	LOCATION ADDRESS	PERMIT EXPIRATION ...	LAST BILLING DATE
1	CITY OF ROCKFORD	18-217260	Licensing Permits	LUTHER CENTER	USA SECURIT SYSTEM	$10,525.00	111 W STATE ST	8/16/2039	10/2/2018
2	EL CERRITO POLICE DEPARTMENT	16-074713	West Contra Costa Uni...	EL CERRITO HIGH SCH...	ADT SECURITY SERVIC...	$87.00	540 ASHBURY AVE	1/12/2020	10/4/2018
3	EL CERRITO POLICE DEPARTMENT	16-075070	WCCUSD	HARDING ELEMENTARY	*ALARM COMPANY U...	$87.00	7230 FAIRMOUNT AVE	4/6/2019	10/4/2018
4	EL CERRITO POLICE DEPARTMENT	18-152804	West Contra Costa Uni...		*ALARM COMPANY U...	$174.00	8500 MADERA DR	1/27/2020	10/4/2018

False Alarm Reduction

The primary focus of any false alarm program is to reduce false alarms and create awareness in the community of the ordinance and its goals. APS publishes a weekly top offenders list, so our customer support staff and city is made aware of all problem alarm locations.

The APS customer support team conducts outreach campaigns via email and phone to contact the highest false alarm count locations to help educate alarm users on how to avoid future false alarms and financial liabilities.

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Alarm School Online Education

APS is proud to offer the premiere **Online Alarm School** in the industry. **Alarm School Online** is committed to reducing the number of false alarms by working with local law enforcement, municipalities and alarm monitoring companies to educate alarm users. Interactive, educational, and user-friendly**, Alarm School Online** empowers alarm users so they are never the cause of a false alarm dispatch. By completing the course, the alarm users can be proud of doing their part to reduce false alarm calls in their area. www.alarmschoolonline.com.



Dashboards and Reporting

There are a number of reports and dashboards pre-configured that can be accessed through the portal logins. Underlying each dashboard component is a report which can be manipulated to change the filter criteria if needed and downloaded to .XLS or .CSV file formats, if required. There are no charges for incremental report building and/or modifications. APS can configure an unlimited number of false alarm reports based on all available CAD fields for analysis, and all can be accessed in real time from any device.

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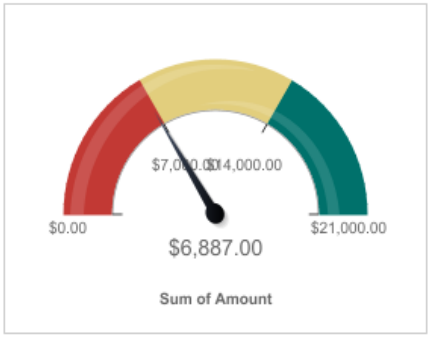
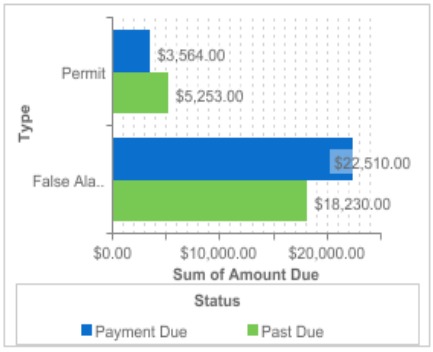
Reports – Customized Interactive Dashboard - Sample

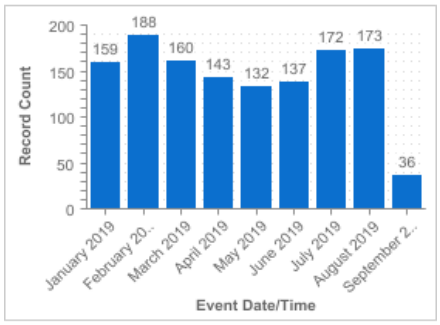
Culver Revenue This Month



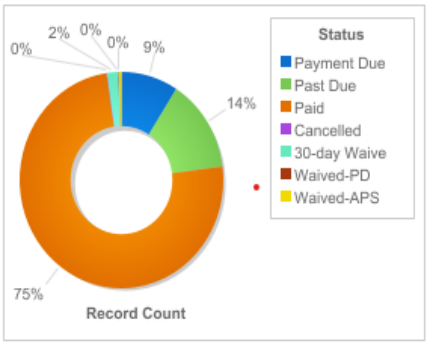
YTD Culver Accounts Receivable



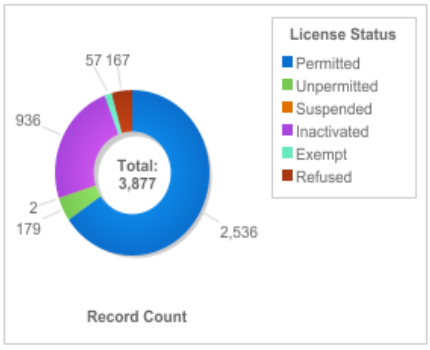
Culver False Alarms YTD Month Over Month



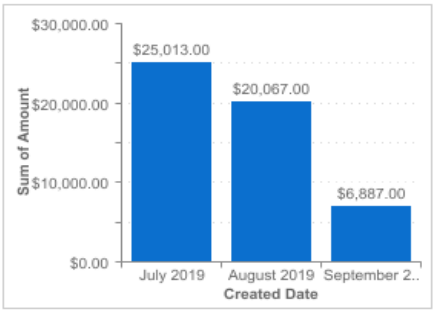
Culver Conversion Metrics YTD



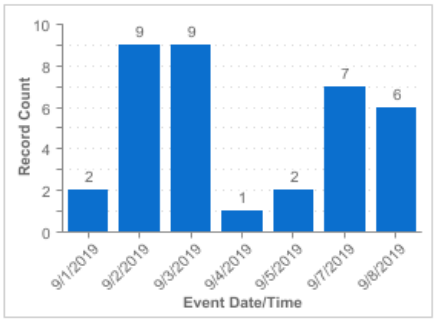
Culver Licenses By Status



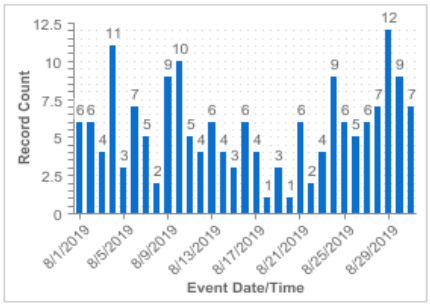
Culver Revenue This QTR Month Over Month



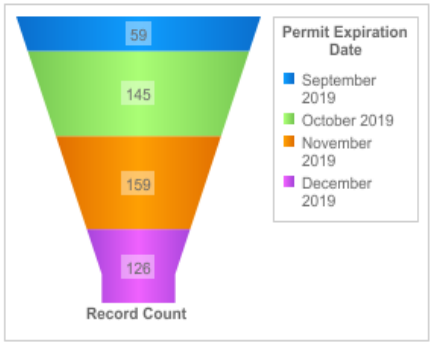
Culver False Alarms This Month Day Over Day



Culver False Alarms Last Month Day Over Day



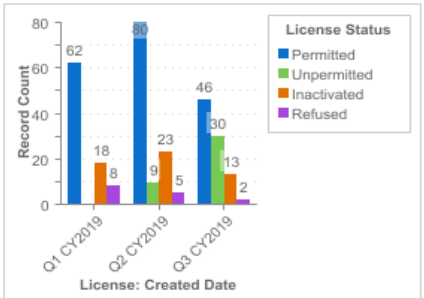
Culver Upcoming Renewals



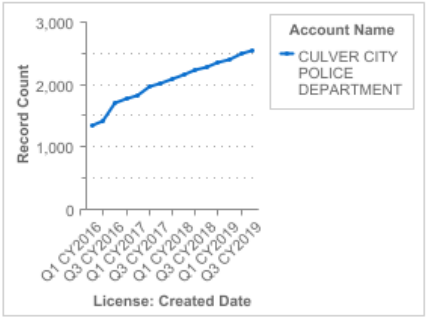
Month End Culver Finance Details

Item	Sum of Amount Paid
Permitted False Alarm 4+	$7,050
Renewal Permit	$4,677
Permitted False Alarm 2	$2,640
Permitted False Alarm 4	$1,410
Permitted False Alarm 3	$1,175
Unpermitted False Alarm 4+	$705
Unpermitted False Alarm 1	$470
Unpermitted False Alarm 3	$470
New Permit	$450
Late Fee	$420
Unpermitted False Alarm 2	$365
Unpermitted False Alarm 4	$235
Total	**$20,067**

Culver New Licenses YTD QTR Over QTR



Culver New License Growth

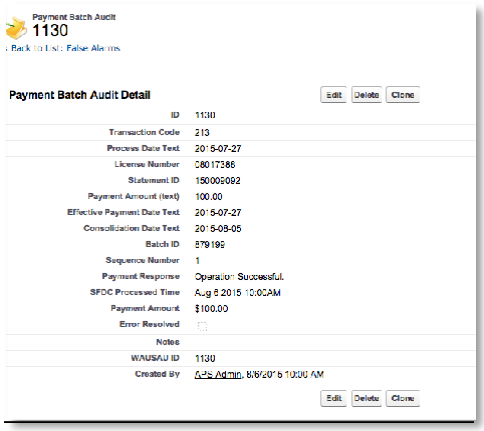


False Alarm Financial Reports

Each day's transactions are logged and audited, and the APS application can produce a variety of reports across any time frame needed. Each line-item transaction has an associated payment batch audit record for reconciliation.



Payment Batch Audit: ID	Transaction Code	Process Date Text	License Number	Statement ID	Payment Amount	Effective Payment Date Text	Consolidation Date Text	Batch ID	Sequence Number	Error Resolved	SFDC Processed Time
Payment Response: Operation Successful. (46 records)											
					$28,430.00						
1130	213	2015-07-27	08017388	150009092	$100.00	2015-07-27	2015-08-05	879199	1	☐	Aug 6 2015 10:00AM
1132	213	2015-07-27	03000083	150012267	$250.00	2015-07-27	2015-08-05	940756	1	☐	Aug 6 2015 10:00AM
1133	213	2015-07-27	03000065	150008398	$100.00	2015-07-27	2015-08-05	940757	1	☐	Aug 6 2015 10:00AM



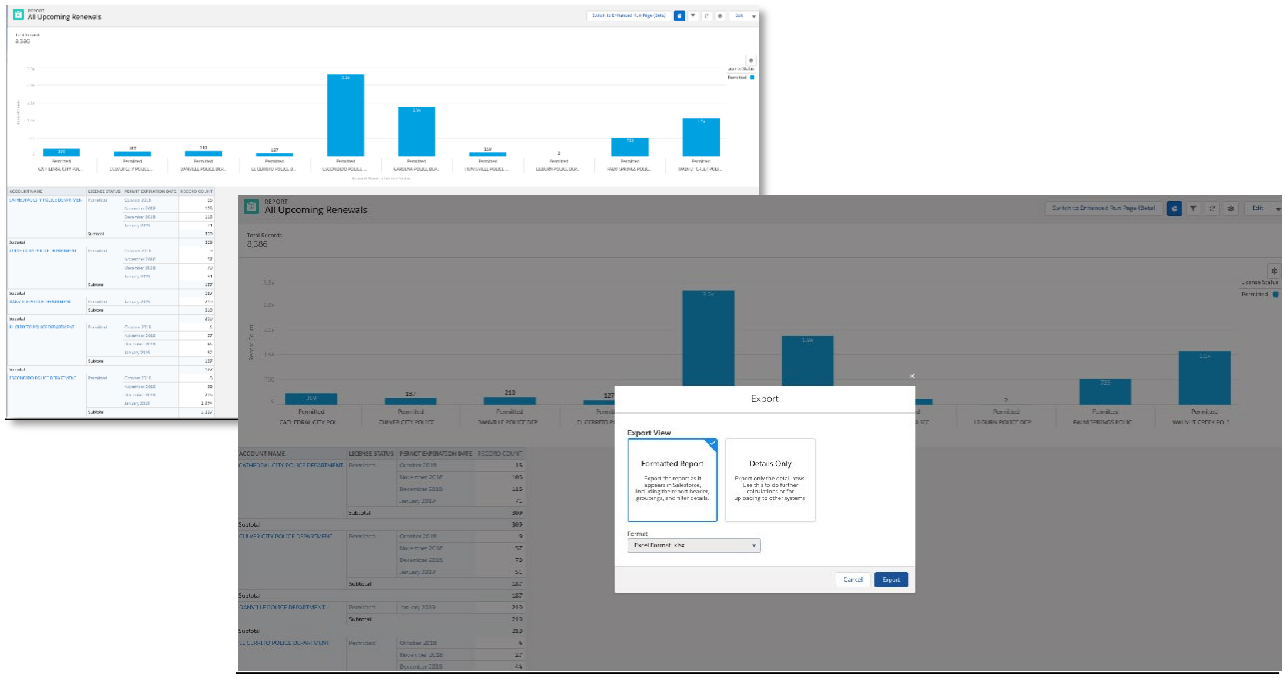
Payment Batch Audit
1130
‹ Back to List: False Alarms

Payment Batch Audit Detail Edit Delete Clone

ID	1130
Transaction Code	213
Process Date Text	2015-07-27
License Number	08017388
Statement ID	150009092
Payment Amount (text)	100.00
Effective Payment Date Text	2015-07-27
Consolidation Date Text	2015-08-05
Batch ID	879199
Sequence Number	1
Payment Response	Operation Successful.
SFDC Processed Time	Aug 6 2015 10:00AM
Payment Amount	$100.00
Error Resolved	☐
Notes	
WAUSAU ID	1130
Created By	APS Admin, 8/6/2015 10:00 AM

Edit Delete Clone

All reports can be easily exported to MS Excel:



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Top Offenders List

Another frequently viewed dashboard report that is exported by our partner agencies is the "Top Offenders" list.

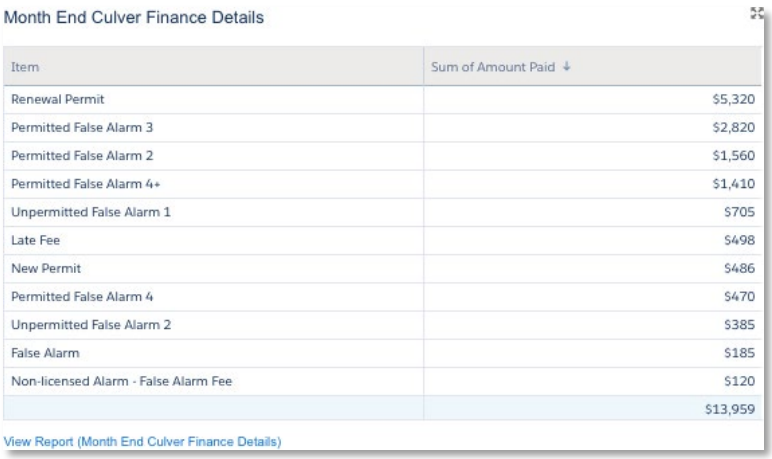


Culver City Top False Alarm Offenders

Location Address	Record Count
10724 WASHINGTON BLVD	1
11140 JEFFERSON BLVD	1
11194 WASHINGTON PL	1
11244 PLAYA CT	1
11918 W WASHINGTON BLVD	1
200 CORPORATE PT	1
3578 HAYDEN AVE	1
4130 SEPULVEDA BLVD	1
4155 SEPULVEDA BLVD	1
4450 OVERLAND AVE	1
5899 GREEN VALLEY CIR	1
5987 WRIGHTCREST DR	1
6001 BRISTOL PKWY	1
6200 SLAUSON AVE	1
6221 BRISTOL	1
8432 STELLER DR	1
8559 HIGUERA ST	1
8586 WASHINGTON BLVD	1
8620 HAYDEN PL	1
8680 HAYDEN PL	1
8810 WASHINGTON BLVD	1
9523 CULVER BLVD	1
9937 JEFFERSON BLVD	1

Month-End Remittance Process

APS and Wilton Manors will reconcile the previous month's deposits and online transactions on the first of each month. Based on these monthly reports, APS will invoice showing our fee calculation against all revenues collected. Once the invoice is approved, an ACH request would be made and funds deposited to the Wilton Manors designated bank via Bill.com. The monthly reconciliation report can be tracked in real time from the Wilton Manors dashboard page in the APS application and exported to Excel at any time.



Month End Culver Finance Details

Item	Sum of Amount Paid
Renewal Permit	$5,320
Permitted False Alarm 3	$2,820
Permitted False Alarm 2	$1,560
Permitted False Alarm 4+	$1,410
Unpermitted False Alarm 1	$705
Late Fee	$498
New Permit	$486
Permitted False Alarm 4	$470
Unpermitted False Alarm 2	$385
False Alarm	$185
Non-licensed Alarm - False Alarm Fee	$120
	$13,959

View Report (Month End Culver Finance Details)

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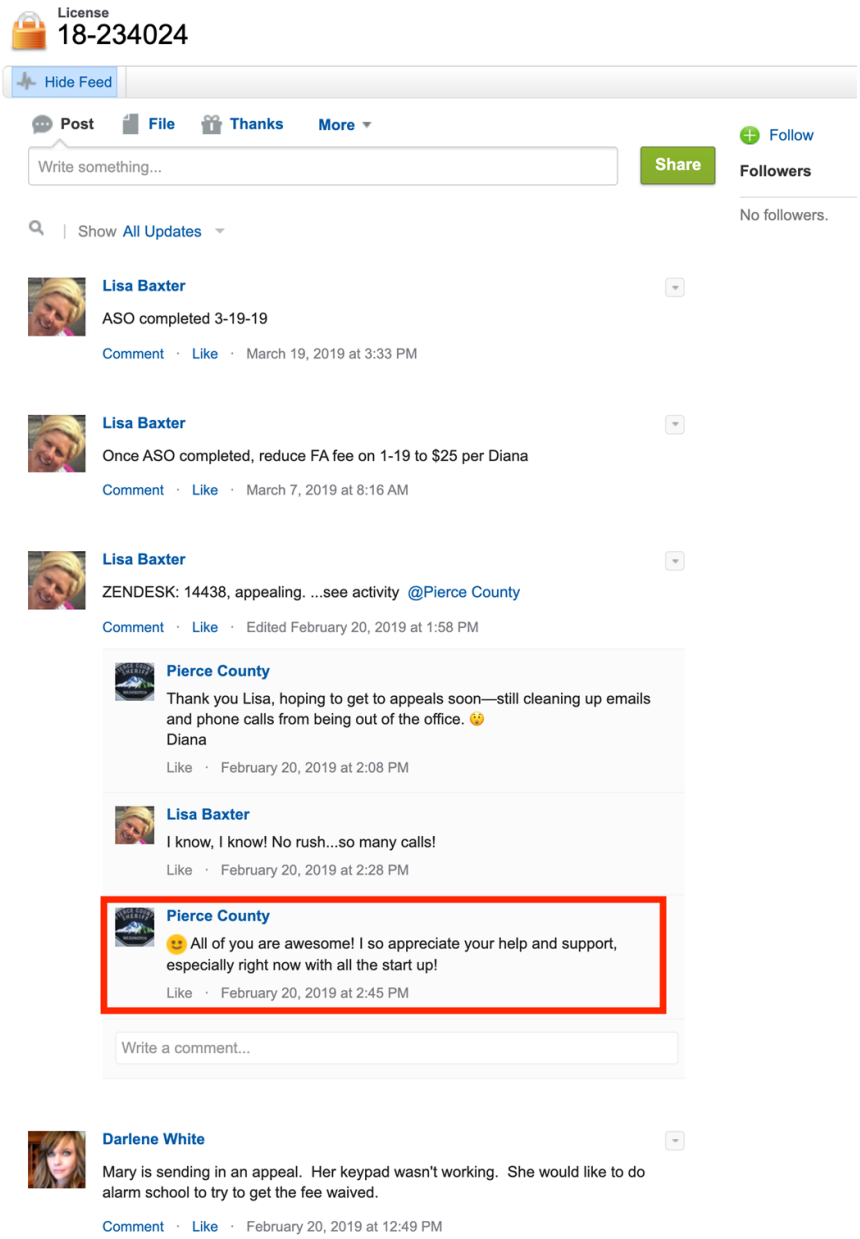
Agency Collaboration – Read/Write Access & Chatter

Connect all program stakeholders with files, data, and read/write access to all Wilton Manors records — anywhere, anytime and from any device. Follow specific posts and actions of program staff internal to APS and externally from Wilton Manors. Connect, engage, and motivate staff with a Facebook-like timeline and history to work efficiently, regardless of their roles or locations. Collaborate on false alarm appeals, service cases, campaigns, and collections. Users of APS can subscribe to certain topics, groups or posts by users to stay up-to-date on all citizen interactions.



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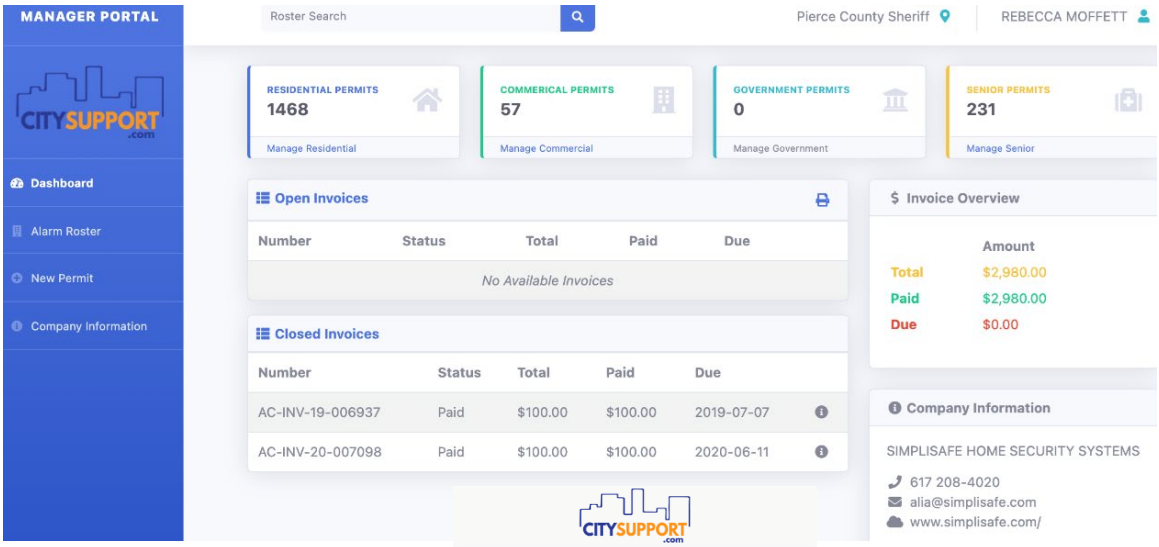
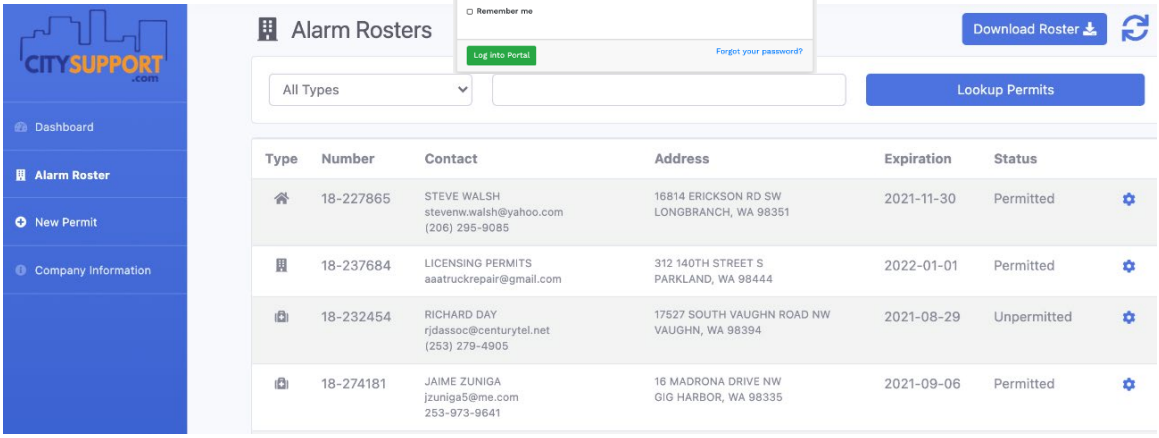
Alarm Company Management

One of the critical components of a successful alarm program is an efficient interface with growing multitude of service providers in the market. We have built strong relationships with the major regional and local alarm companies in addition to the larger national alarm companies. APS works closely with all alarm companies, outsourced monitoring platforms, and the emerging DIY offerings to maintain timely and accurate customer rosters. All alarm company roster files are imported, and an Alarm Company Roster Batch record is created with the date of import and all of the relevant details that were updated with each matched record. All non-matched addresses get permits and invoices created on import for outreach via email or mail.

In addition to proactively maintaining alarm user lists, APS offers an Alarm Company Self-Service Portal. Using a simple interface, alarm providers can access, view and manage their customer rosters online.





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Security Procedures

APS has implemented a firm-wide protocol to meet the guidelines of CJIS security standards. Though an alarm program administrator cannot achieve an official CJIS Certification, given its mandate it can through its internal processes ensure that is “CJIS Ready”. This establishes rigid administrative and technical safeguards used to access, collect, distribute, process, protect, store, use, send, dispose of, or otherwise handle all operational data.

Personnel Security. Staff background screening.

Security Awareness Training. All employees receive training in CJIS compliance standards.

Data Encryption. The APS platform is built on Salesforce. Rigid encryption standards extend throughout the platform to the process of data transmission.

System Login Procedure.
- Two factor login identification.
- Automatic lockout after 3 unsuccessful login attempts.
- Event logging and auditing of all activities, including password changes.
- Access restriction based on user profiles such as IP address, network, time of day, etc.

Configuration Management. Changes and updates to the information system platform, architecture, hardware, software, and procedures are documented and securely stored.

Physical Media Protection. All printed materials related to operations are securely stored or destroyed.

Consultation. APS has committed to be scoped/audited by a qualified third party consulting firm on a regularly scheduled basis to ensure it maintains standards on an ongoing basis.



Collection Procedures

APS partner agencies realize some of the strongest accounts receivable metrics in the industry today. Agencies typically see collections rates of 85-95%.

We adhere to the best collection processes in the industry, based on the following core principles:

- Have a Defined Credit Collection Policy
- Invoice Promptly and Send Statements Regularly
- Use "Address Service Requested"
- Aging Sheet and Balance Dictate Process
- Well-Trained Staff
- Accurate Record Keeping

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Collection Process Steps:

1. Invoice – Accurate and Timely
2. Call
    - ❑ Confirm receipt of invoice
    - ❑ Confirm payment time frame
    - ❑ Confirm point of contact
3. Voice Mail / Email Follow-Up
4. Collection Letter – Once accounts move 30 days past due, they appear on the collections report in "open status" and a letter is generated
5. Demand Call
    - ❑ Payment plan option
6. Voice Mail / Email Follow-Up

All Past Due Accounts Flow Through the Following Stages:



If needed, APS can work with 3rd party collection agencies and provide such an agency with a login to the Wilton Manors collections report.

Return Mail Handling

The APS application integrates with Google Maps and provides an address verification component. We have some of the lowest return mail averages in the industry. All returned mail is handled by APS and all alarm location or billing location addresses are verified and/or updated dynamically via Google Maps or an agency supplied street table of valid addresses.

Google Maps

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Technology Infrastructure

System Requirements

There are no system or network requirements for the APS solution. An internet connection from any device running a web browser is sufficient.

Interface & Data Integration

APS is built on the Salesforce.com platform which is the most robust, flexible and open cloud platform in the market today. There are hundreds of 3rd party integration tools and components to leverage; APS can support native level API integrations with all of the major software platforms and applications in the market today. Additionally, APS can support a variety of file level and SQL based integrations with drag and drop field mapping capabilities. We have seamlessly integrated with a variety of CAD and financial applications with our current customer set. CAD integration has been supported with a bi-directional interface, such that data elements like permit status and permit number can be placed back into the CAD system for dispatch.

Access Security

Salesforce.com provides an extremely powerful and flexible security architecture. This architecture lets users define how users log in, determining (for example) which IP ranges are acceptable, what hours of the day are allowed, how long sessions stay active for and so on. It also enables programmatic control, for example, which users may log in through a Web services API, and which endpoints a running application can connect to from the Force.com platform. The platform security architecture also lets users define administrative security permissions, and the security profiles let you determine who has access to which features and components - ranging from the set-up menu all the way through to read/write settings on an object or field. User logins are protected as follows:

- Limit to the number of unsuccessful login attempts
- Event logging of all activities, including login activities and password changes
- Automatic session locks after 30 minutes of inactivity

The record-sharing model enables an even finer level of security of Wilton Manors' data, not only determining who has access to which records based on a user, role or group model, but also how these data records are shared among various users.

Superior System Integrity and Security on the Salesforce Cloud

- Salesforce performs real-time replication to disk at each data center, and near real-time data replication between the production data center and the disaster recovery center.
- All networking components, SSL accelerators, load balancers, web servers, and application servers are configured redundantly.
- All customer data is stored on a primary database server that is clustered with back-up database server for uninterrupted access.

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- All customer data is stored on disk that is mirrored across multiple storage cabinets and controllers.
- All Customer data, up to the last committed transaction, is automatically backed up to a primary tape library on a nightly basis.
- Back-up tapes are immediately cloned on a second library to verify their integrity; and the clones are moved to secure, fire-resistant off-site storage on a regular basis.

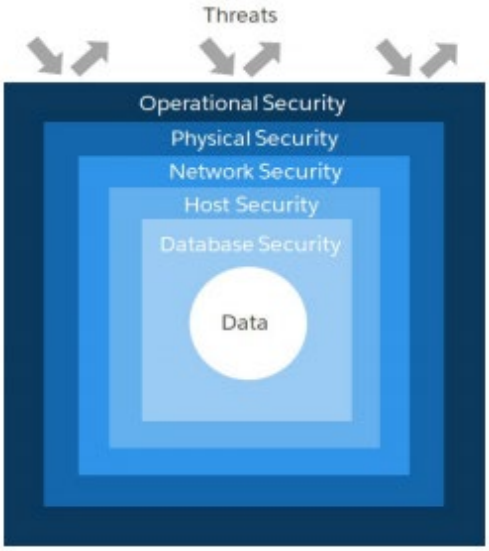
These APS collocated facilities provide carrier-level support, including:

Access control and physical security
- 24-hour manned security, including foot patrols and perimeter inspections
- Biometric scanning for access
- Dedicated concrete-walled Data Center rooms
- Computing equipment in access-controlled steel cages
- Video surveillance throughout facility and perimeter
- Building engineered for local seismic, storm, and flood risks
- Tracking of asset removal

Environmental controls
- Humidity and temperature control
- Redundant (N+1) cooling system

Power
- Underground utility power feed
- Redundant (N+1) CPS/UPS systems
- Redundant power distribution units (PDUs)
- Redundant (N+1) diesel generators with on-site diesel fuel storage

Network
- Concrete vaults for fiber entry
- Redundant internal networks
- Network neutral; connects to all major carriers and located near major
- Internet hubs
- High bandwidth capacity fire detection and suppression
- VESDA (very early smoke detection apparatus) Dual-alarmed, dual-interlock, multi-zone, pre-action dry pipe water-based fire suppression



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EXPERIENCE & QUALIFICATIONS

Case Study – Pierce County, WA

APS successfully completed a migration of Pierce County, WA from the PM AM platform at the end of 2018. Working in collaboration with Program Coordinator, Dianna Mcinnely, APS was able to transition the alarm program in a one-month window. Through its differentiated effort, APS meaningfully increased all relevant program metrics within its first year of partnership.

Migration from PM AM database

Implementation time in
4 weeks
during the Christmas Holiday season

Imported and managed
15,000
permits, invoices, payments and account history

Increased permit count by 5,000
in the first 8 weeks of operation

Sent out intro notification letters to
15,000 alarm users

Imported and cleaned
100+
alarm company records

Refunded alarm users
not covered by County

Cleaned database of non-valid addresses

Provided dynamic,
real-time reports
for review

Provided a
collaboration platform
to work in concert with Pierce County Alarm Administrator

Went live with existing CAD export file

Processed payments for
$378,923.00
in the first six months of operation

Program revenues tracking **+36% y/o/y**.

Candis Medak
Alarm program Coordinator
Pierce County Sherriff's Department
Candis.medak@piercecountywa.gov

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Proven Track Record in Improving Program Metrics

Montebello, CA 1/20 – Present *Pop 63,000*

- Imported all existing permit records / established weekly CAD transmission of FAs
- Extensive outreach to alarm owners & alarm companies
- Increased permit count from 1,490 to 1,958 (31% increase)
- Program revenues exceeded City Projection by 40% in Y1
- False alarms tracking down 15% yoy ('20-'21), despite '20 COVID decline in FAs

San Rafael, CA 1/20 – Present *Pop 60,000*

- Consulted on revised ordinance design in 2019 w new annual permit fee
- Launched administration of revised ordinance 1/20
- Coordinated outreach to build a program w/ 3100 active permits
- Nominal gross revenues grew to $175k in Y1
- False alarms down from 1700 to 1450 yoy ('20-'21), despite '20 COVID decline in FAs

Fullerton, CA 8/21 – Present *Pop 140,000*

- Imported all existing permit records/historical payments/out standings from finance & homegrown alarm program databases (records from 5800 permit locations)
- Back billed and collected for 2020 out standings
- Coordinated with PD, City AR, & Finance
- Completed the transition (up and running) in 5 weeks from contract signing
- Designed 2 way data interface with Fullerton RIMS provider Versaterm

Carlsbad, CA 7/22 – Present *Pop 114,000*

- Imported 4K existing permit records
- Established weekly CAD transmission of FAs
- Extensive outreach to alarm owners & alarm companies
- Increased permit count by 50%

APS References

City of West Linn, OR 6/22-Present
Joella Sorensen, Police Records Specialist
(503) 742-6103 / jsorensen@westlinnoregon.gov
Population: 27,000
Migrated from PM AM
Current Outsourced Administrator

Queen Creek, AZ 9/23-Present
Luz Fierro, Police Support Specialist Supervisor
(580) 358-3535 / luz.fierro@queencreekaz.gov
Population: 72,000
Migrated from in house solution
Current Outsourced Administrator

Hanford Police Department, CA 3/23-Present
Jennifer Solorio, Police Records
(559) 585-4755 / jsolorio@hanford.city
Population: 85,000
Migrated from in house solution
Current Outsourced Administrator

Sandy Police Department, OR 12/19-Present
Juli Smith, Records Manager
(503) 668-5566 / jsmith@ci.sandy.org.us
Population: 13,000
Migrated from in house solution
Current Outsourced Administrator

Montebello Police Department, CA 1/20-Present
Stacy Smith, Communications Supervisor
(323) 887-1209 / SSmith@montebelloca.gov
Population: 63,000
Migrated alarm program from in house solution
Current Outsourced Administrator

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APS References

Palo Alto Police Department, CA 7/24-Present
Heather Johnson, Code Enforcement
(650) 329-2130 / Heather.Johnson@paloalto.gov
Population: 65,000
Migrated from CryWolf
Current Outsourced Administrator

Belmont Police Department, CA 10/21-Present
Hanh Tran, Management Analyst
(650) 595-7404 / htran@belmont.gov
Population: 27,000
Migrated alarm program from in house solution
Current Outsourced Administrator

City of Vista, CA 2/23-Present
Estella Muro, Code Enforcement
(760) 639-6141 / emuro@vista.gov
Population: 98,000
Migrated alarm program from Municipal.io
***Program includes both intrusion and fire alarms**
Current Outsourced Administrator

Boulder Police Department, CO 1/20-Present
Therese Hil'leary, Dispatch Supervisor
(303) 441-4828 / hillearyt@bouldercolorado.gov
Population: 109,000
Selected in RFP
Migrated from CryWolf
Current Outsourced Administrator

Clackamas County Sheriff's Office, OR 7/23-Present
Amanda Castro, Records Manager
(503) 785-5090 / acastro@clackamas.us
Population: 205,000
Migrated from CryWolf
Current Outsourced Administrator

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APS Partners

Agency	Department	Type	Description	Population
San Francisco, CA	Finance	Software License		850,000
Pierce County, WA	Sheriff	Outsourced	PM AM Replacement	605,000
Albuquerque, NM	Finance	Software License	CryWolf Replacement	560,000
Colorado Springs, CO	PD	Hybrid		491,000
Clackamas County, OR	Sheriff	Outsourced	CryWolf Replacement	205,000
Glendale, CA	PD	Outsourced	PM AM Replacement	200,000
Corona, CA	PD	Outsourced		160,000
Escondido, CA	PD/Fire	Outsourced		151,613
Rockford, IL	PD/Fire	Outsourced	PM AM Replacement	147,000
Torrance, CA	PD	Outsourced		144,500
Fullerton, CA	PD	Outsourced		140,000
Concord, CA	PD	Outsourced		129,000
Carlsbad, CA	Finance	Outsourced		114,411
Boulder, CO	PD	Outsourced	CryWolf Replacement	107,125
Hawthorne, CA	PD	Outsourced	AlarmTrak Replacement	87,495
San Ramon, CA	PD	Outsourced		75,500
Walnut Creek, CA	PD	Outsourced		69,200
Greenville, SC	PD/Fire	Outsourced	CryWolf Replacement	67,737
Lorain, OH	PD	Outsourced		63,841
Montebello, CA	PD	Outsourced		63,192
National City, CA	PD	Outsourced		61,121
Gardena, CA	PD	Outsourced	AlarmTrak Replacement	60,048
San Rafael, CA	PD	Outsourced		59,070
Sarasota, FL	PD	Outsourced	CryWolf Replacement	57,021
Novato, CA	PD	Outsourced		55,642
Cathedral City, CA	PD	Outsourced		54,056
Placentia, CA	PD	Outsourced	PM AM Replacement	52,157
Cypress, CA	PD	Outsourced		49,000
Covina, CA	PD	Outsourced	PM AM Replacement	48,000
Palm Springs, CA	PD	Outsourced		47,689
San Luis Obispo, CA	PD	Outsourced	PM AM Replacement	47,402
Morgan Hill, CA	PD/Fire	Outsourced	Phoenix Group Replacement	45,037
Danville, CA	PD	Outsourced		44,631
Culver City, CA	PD	Outsourced		39,364
Oregon City, OR	PD	Outsourced	PMAM Replacement	37,500
Manhattan Beach, CA	PD	Outsourced		35,500
Pleasant Hill, CA	PD	Outsourced	CryWolf Replacement	34,987
Summit County, CO	Sheriff/911	Outsourced	CryWolf Replacement	31,000
West Linn, OR	PD	Outsourced	PM AM Replacement	27,600

COST PROPOSAL

Cost Proposal – Tiered Pricing By Annual Program Revenues

Gross Ann Prog Rev	Wilton Manors	APS
$0-$60,000	**All Program Revenues Beyond $12,000 annually**	**$12,000 Annual Base Fee, billed at $1000/month**
$60,000+	**80%**	**20%**

The pricing proposal includes a base rate below the program revenue threshold of $60,000/Ann. The proposed Revenue Split will be activated and in effect for any program revenues that exceed $60,000 in a calendar year based on total permit fees, renewal fees, false alarm fees, and any late or reinstatement fees billed & collected by APS from alarm users or alarm companies.

All postage expense (first class postage and materials), banking fees, and credit card processing fees incurred in administering the program will be paid by the gross revenues of the program prior to the base fee/revenue share being calculated. These cost items will be itemized on each monthly reconciliation statement.

Term: The pricing term is good for a three-year lock. Years 4 & 5 (if elected by WM) will adjust the base fee (minimum) to $13,080 ($1080 monthly).

There are no additional fees - including start up, implementation, data conversion, administration, technical support, and training.

*The pricing term is good for a three-year lock. Years 3 & 4 (if elected by WM) will adjust the base fee to $13,080 ($1080 monthly).

The APS platform is 100% cloud-based and will enable city administrators to log in and view all relevant program data in real time. It requires no introduction of software to the city's technology infrastructure.

Payment System

APS will reconcile, on the first day of each month, the previous month's deposits. Based on each monthly reconciliation, APS will invoice Wilton Manors showing all revenues collected and invoices paid. Once the invoice is approved, an ACH request will be made, and the city's portion of the revenue shall be deposited to the city's designated bank within 10 days of city's approval of such invoice.

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ATTCHMENTS AND AFFIDAVITS

City of Wilton Manors
Finance Department
2020 Wilton Drive
Wilton Manors, FL 33305

Ariel Montalvo
Phone (954) 390-2171
Fax (954) 390-2199
www.wiltonmanors.com

Addendum No. 1

RFP for False Alarm Reduction Program
Addendum Release Date April 8, 2025

RFP # 2025-03

RFP Due Date/Time: April 22, 2025 11:30 a.m., EST
Submit To: City Clerk
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305

The purpose of this Addendum is to answer questions received from potential proposers. These are questions that were received prior to the published deadline for questions of April 3, 2025.

IMPORTANT NOTE – the following is added to RFP # 2025-03. It is the Proposer's responsibility to use the revised information when preparing the response.

Q1: What is the average number of false alarms for the last three years?

A: 2022, 394; 2023, 488; 2024, 218.

Q2: What is the average of permit renewals that are waived because they did not have a false alarm in the previous year?

A: We do not have this data.

Q3: What are the consolidated fees? Specifically, the annual permit and renewal fees.

A: Both are $50.00.

Q4: Is the City willing to consider an electronic submission of proposals?

A: No.

Q5: Will the City accept electronic signatures on the RFP forms?

A: Yes. Affidavits must contain complete notary where applicable.

End of Addendum # 1

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Alarm Program Systems LLC

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT F

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Jim Huchingson, on behalf of Alarm Program Systems LLC,
Print Name and Title — Company Name

certify that Alarm Program Systems LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

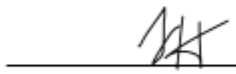
Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Alarm Program Systems, LLC
COMPANY NAME

Jim Huchingson
PRINT NAME


SIGNATURE

President
TITLE

2025 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 11, 2025
Secretary of State
6321703893CC

DOCUMENT# M20000002448

Entity Name: ALARM PROGRAM SYSTEMS, LLC

Current Principal Place of Business:

367 CIVIC DRIVE, SUITE 10
PLEASANT HILL, CA 94523

Current Mailing Address:

367 CIVIC DRIVE, SUITE 10
PLEASANT HILL, CA 94523 US

FEI Number: 45-4806530

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PARACORP INCORPORATED
155 OFFICE PLAZA DR
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	CEO
Name	HUCHINGSON, JIM
Address	216 CREST AVENUE
City-State-Zip:	ALAMO CA 94507

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JIM HUCHINGSON CEO 04/11/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

ATTACHMENT G

E-Verify Form for All Solicitations:

CITY OF WILTON MANORS

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: False Alarm Reduction Program

Project No.: 2025-03

Employment Eligibility. Bidder certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) Bidder and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor.

(b) If the Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. If the City, contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

(d) The City, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

ATTACHMENT H
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
CITY OF WILTON MANORS

TO BE RETURNED WITH PROPOSAL/BID

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 15, 2025, 20__ Signed: _____

Entity: Alarm Program Systems LLC Name: Jim Huchingson

Title: President

STATE OF California
COUNTY OF Contra Costa

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15th day of April, 2025 by Kylie Lynn as notary public for James Huchingson, who is personally known to me or who has produced California drivers license as identification.

(SEAL)

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

NOTARY PUBLIC, STATE OF California

ATTACHMENT I

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an adult resident of the State of Florida.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: April 15, 2025

ENTITY: Alarm Program Systems LLC

NAME: Jim Hutchingson

TITLE: PRESIDENT

STATE OF ~~FLORIDA~~ California
COUNTY OF contra costa

SWORN TO (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 15th day of April 2025, by Kylie Lynn in his/her capacity as notary public for James Huchingson (name of Entity).

NOTARY PUBLIC

___ Personally Known OR
✓ Produced Identification
CA DL
Type of Identification Produced

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

END OF SECTION

Contractor Name

Alarm Program Systems LLC

JIM HUCHINGSON Printed Name Contractor Authorized Representative

STATE OF ~~FLORIDA~~ California
COUNTY OF Contra Costa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April (month), 2025 (year), by Kylie Lynn (name of person) as notary public (type of authority e.g. officer, trustee, attorney in fact) for James Huchingson (name of party on behalf of whom instrument was executed).

KLynn (Signature of Notary Public - State of ~~Florida~~ California)

Kylie Lynn (Print, Type, or Stamp Commissioned Name of Notary Public)

____ Personally Known
✓ Produced Identification
Type of Identification Produced CA DL

Must be executed and returned with attached proposal to be considered.

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 30, 2028

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any City employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women- Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-60 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: Jim Huchingson

Title: President

State of California
County of Contra Costa
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 15th day of April, 2025, by Kylie Lynn, notary public.

(Seal) KYLIE LYNN COMM. # 2499471 NOTARY PUBLIC - CALIFORNIA CONTRA COSTA COUNTY COMM. EXPIRES SEPT. 10, 2028

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification: CA DL

ATTACHMENT C

NON-DEBARMENT AFFIDAVIT

Jim Huchingson Being first duly sworn, deposes and says that:

He/She is President of Alarm Program Systems LLC the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1.The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and

2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and

3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and

4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____Check here if an explanation is attached to this affidavit.

ATTACHMENT B

DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-58(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-58(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

"Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of $20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement."

By: Jim Huchingson

Title: President

Company: Alarm Program Systems LLC

State of California
County of Contra Costa
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of April, 2025, by Kylie Lynn, notary public

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification: CA DL

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2026

By: [signature]

Print Name: Jim Huchingson

Title: President

Date: April 15, 2025

State of California
County of Contra Costa
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of April, 2025, by Kylie Lynn, notary public

(Seal)

[signature]
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification: CA DL

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

ATTACHMENT E
NON-COLLUSIVE AFFIDAVIT

State of California)

County of Contra Costa)

Jim Huchingson being first duly sworn deposes and says that:

(1) He/she is the President (Owner, Partner, Officer, Representative or Agent) of Alarm Program Systems LLC the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: Jim Huchingson

Title: President

Company: Alarm Program Systems LLC

State of California
County of contra costa
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of April, 2025 by Kylie Lynn, notary public

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification: CA DL

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

ATTACHMENT G

E-Verify Form for All Solicitations:

CITY OF WILTON MANORS

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: False Alarm Reduction Program

Project No.: 2025-03

Employment Eligibility. Bidder certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) Bidder and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor.

(b) If the Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. If the City, contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

(d) The City, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

ACKNOLEDGEMENT OF ORDINANCE

City Code of Ordinances: Chapter 7 – Alarm Systems

Sec. 7-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm administrator shall mean a person, persons, or third-party service vendor designated by the City to administer, control and review false alarm reduction efforts and to administer the provisions of this Chapter.

Alarm company shall mean a person subject to the licensing requirements of section 489.505 Florida Statutes and/or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems.

Alarm permit shall mean a permit issued by the City allowing the operation of an alarm system within the City.

Alarm program liaison shall mean an employee of the City who has been assigned to be the liaison with a third-party service vendor.

Alarm signal shall mean a detectable signal; audible, visual, or electronically, generated by an alarm system, to which law enforcement is requested to respond.

Alarm system shall mean any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, domestic violence alarms or alarms designed to elicit a medical response.

Alarm systems program shall mean a program that aims to reduce the number of false alarms by encouraging proper use, installation, and maintenance of alarm systems.

Alarm user shall mean any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Automatic dial protection device shall mean an automatic dialing device or an automatic telephone dialing alarm system and shall include any system which, upon being activated, automatically initiates to the Police Department a recorded message or code signal indicating a need for law enforcement response.

Business days shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding federal holidays.

Cancellation shall mean the process where response is terminated when the alarm company (designated by the alarm user) notifies the Police Department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

City shall mean the City of Wilton Manors.

False alarm shall mean the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation or the negligence of the alarm user, their employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or their agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Police Department, evidence indicates that no unauthorized entry, robbery or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

Local alarm shall mean an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Monitoring shall mean to receive electrical or electronic signals originating from any structure within the City, where such signals are produced by any alarm system to which law enforcement is requested to respond.

Non-residential includes, but is not limited to: small business concerns, churches, schools, pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, hotels and motels and nursing homes.

Permit year shall mean the one-year period beginning the day and month on which the alarm permit is issued.

Runaway alarm shall mean an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

Self-monitored alarm system shall mean an alarm system that is managed and monitored by a property owner or alarm user without the involvement of an alarm company.

Third party service vendor shall mean a company or individual that provides services to the City but is not directly part of the City.

Sec. 7-2. Third party service vendor.

The City may procure a third party service vendor to process alarm registrations, issuance of alarm certificates, and for the collection of any applicable fees, penalties and late charges, or otherwise to manage an alarm systems program.

Sec. 7-3. Alarm permit.

(a) Exemption. Self-monitored alarm systems are exempt from permit requirements unless one (1) false alarm occurs at the property where the alarm is installed. Should one (1) false alarm occur that prompts a police response at a property of this nature, the exemption is forfeited indefinitely, and the requirements of this Chapter shall apply to the alarm user.

(~~a~~b) *Permit required.* No person shall use an alarm system without first obtaining a permit from the City for such alarm system, and paying the registration fee or renewal fee as prescribed in the City's Consolidated Fee Schedule. A fee is required for annual renewals, by the day and month on which the alarm permit was issued to be paid to the City. The renewal fee shall be waived if there are no reports of a false alarm for the alarm user during the preceding permit year; however, the alarm user shall be responsible for submitting updated registration information. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.

(b) *Application.* The permit shall be requested on an application form or online application portal provided by the City. An alarm user has the duty to obtain an application or seek out the online application portal from the City.

(c) *Transfer of possession.* When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within thirty (30) days of obtaining possession of the property. Alarm permits are not transferable.

(d) *Reporting updated information.* Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City within thirty (30) days of the change. In addition, each year after the issuance of the permit, permit holders will receive notice from the City or third party service vendor requesting updated information. The permit holder shall complete and submit this information to the City or third party service vendor when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.

(e) *Multiple alarm systems.* If an alarm user has one or more alarm systems protecting two (2) or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

Sec. 7-4. Duties of the alarm user.

An alarm user shall:

(1) Obtain an alarm permit;

(2) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms;

(3) Provide the alarm company the permit number that can be provided to the police communications dispatch system;

(4) Deactivate or cause the deactivation of the alarm system within thirty (30) minutes of a false alarm activation;

(5) Respond or cause a representative to respond to the alarm system's location within sixty (60) minutes when requested by the Police Department;

(6) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by the alarm system provider; and

(7) Obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.

Sec. 7-5. Use of licensed contractors.

A registered alarm owner or person in control of an alarm system shall not contract or retain an alarm company which is not properly licensed. Unlicensed alarm contracting is a violation of Florida Statutes and punishable by fine and/or imprisonment.

Sec. 7-6. Duties of an alarm company.

An alarm company performing monitoring services shall:

(1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid while simultaneously requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.

(2) Provide alarm user registration number to the police communications dispatch center to facilitate dispatch and/or cancellations.

(3) Communicate any available information about the location of the alarm to the communications center.

(4) Communicate any available information about an incident that occurred or is occurring at the location that resulted in the activation of the alarm.

(5) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

Sec. 7-7. Prohibited acts.

(a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(b) It shall be unlawful to install, maintain or use an audible alarm system which can sound continually for more than ten (10) minutes.

(c) It shall be unlawful if an activated emergency alarm has not been silenced by the user or their agent if the alarm sounds continuously or if the alarm sounds intermittently for more than thirty (30) minutes from the time a member of the Police Department has inspected the premises.

(d) It shall be unlawful to install, maintain or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Police Department.

(e) It shall be unlawful for any alarm company performing monitoring services to fail to make efforts to verify as legitimate every alarm signal, except a duress, holdup or fire alarm, while simultaneously requesting a police response to an alarm signal.

(f) Unless excepted pursuant to section 7-3(a), it shall be unlawful for any person to operate an alarm system without registering it and obtaining a permit from the City.

(g) It shall be unlawful for any person to fail to fulfill any requirements of this Chapter.

Sec. 7-8. Enforcement of provisions.

(a) *Failure to register.* Civil penalties for failure to register an alarm shall be assessed against residential and non-residential alarm users in the amount of one hundred dollars ($100.00). If the alarm user registers the alarm and pays the required registration fee within ten (10) days of the invoice date for failure to register, the penalty for failure to register the alarm shall be waived.

(b) Failure to report updated information. Civil penalties for failure to report a change in information on an alarm user's permit application within thirty (30) days shall be assessed a civil penalty in the amount of one hundred dollars ($100.00).

(c) *False alarm fines.* It is hereby found and determined that two (2) or more false alarms within a permit year is excessive, constitutes a public nuisance and shall be unlawful. Fines for false alarms within a permit year may be assessed against:

FALSE ALARM RESPONSE NUMBER	RESIDENTIAL	NON-RESIDENTIAL
Second false alarm	$75.00	$125.00
Third false alarm	$100.00	$150.00
Fourth false alarm	$125.00	$175.00
Fifth false alarms	$150.00	$200.00
Six or more false alarms	$200.00	$250.00

Residential shall include, but is not limited to: single family residences, multi-family residences, two-family duplex, townhomes, condominiums or other housing primarily used for living purposes.

(d) *Payment of civil penalty(ies) and fines.* Civil penalty(ies) and fines shall be due within thirty (30) days from the due date of the invoice.

(e) Should the civil penalty or fine remain unpaid for a period of thirty (30) days past the date of the notice of the invoice of the fine as provided in this Section, the City may send the unpaid fee/penalty to a City approved vendor for collections or may have a lien placed on all lands or premises of the property owner if payment is not received by the City. Such liens may be foreclosed by the City in a manner provided by law.

(f) *Discontinuance of law enforcement response.* The failure of an alarm user to make payment of any civil penalty(ies) or fine assessed under this Chapter within thirty (30) days from the due date of the invoice may result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until payment is received. In addition, failure to register and obtain an alarm permit may result in no law enforcement response to an unregistered alarm.

(g) *Other civil penalty(ies).* Violations not outlined in subsections 7-7(a), (b), (c), (d), and (e) will be enforced through the assessment of civil penalty(ies) in the amount of one hundred dollars ($100.00) per violation.

(h) *Collection of civil penalty(ies).* Civil penalty(ies) shall be due to the City as prescribed in an invoice.

Sec. 7-9. Cancellation.

Cancellation of an alarm permit shall be utilized by the alarm user when they disconnect their alarm or move from the property.

Sec. 7-10. Administrative Remedy.

As a condition precedent to filing an appeal under section 7-11, the alarm user shall first file a written request for reconsideration with the third party service vendor within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm program liaison, via the third party service vendor, shall render a written decision on the request for reconsideration within ten (10) business of receipt of the request. A request for reconsideration hereunder shall extend the time for filing an appeal for ten (10) business days following the decision by the alarm program liaison. There shall be no fee to request a reconsideration.

Sec. 7-11. Appeals.

(a) *Appeal process.* Assessments of civil penalty(ies) and other enforcement decisions made under this Chapter may be appealed by filing a written notice of appeal with the Wilton Manors Police Department, ATTN: Alarm Program Liaison within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision.

(b) *Administrative process.* Appeals shall be heard by a Special Magistrate during an administrative process established by the City. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. If the Special Magistrate dismisses the civil penalty(ies) and reverses the enforcement decision, the administrative fee shall be refunded to the alarm user.

(c) *Appeal standard.* The Special Magistrate shall review an appeal from the assessment of civil penalty(ies) or other enforcement decision using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the Special Magistrate shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision where warranted. The Special Magistrate's decision is subject to review by proceedings in the nature of certiorari. The decision of the Special Magistrate is final as to administrative remedies within the City, but does not preclude an appeal to any court of competent jurisdiction.

(d) *Fees and costs.* Fees and costs incurred either as service charges for false alarms, late fees, violations and/or appeal assessments shall constitute a lien against the premises to the same extent as a lien for special assessment, and with the same penalties and same rights of collection for foreclosure sale and forfeitures obtained for special assessment liens, and may be handled in that manner by the City. In lieu of this, the City may forward unpaid fees/penalties to a City approved vendor for collections. It shall be unlawful for any person to refuse or fail to pay any cost assessed pursuant to this Article. The refusal or failure to make payment within thirty (30) days of being notified of such expenses after assessment or once an appeal has been concluded shall constitute a separate offense against the City.

Sec. 7-12. Government immunity.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that law enforcement response may be influenced by factors such as: The

availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

Alarm Program Systems has received, reviewed, and accepted the governing terms of City Code of Ordinances: Chapter 7 – Alarm Systems.



Jim Huchingson, President
Alarm Program Systems LLC

AGREEMENT
to
UTILIZE LEAD AGENCY CONTRACT
for
FALSE ALARM REDUCTION PROGRAM (FARP) ADMINISTRATIVE SERVICES

THIS AGREEMENT ("Agreement"), dated this ____ day of _____ 20____, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 1100 Park Lane East, Oakland Park, Florida 33334 ("City)",

and

ALARM PROGRAM SYSTEMS, LLC (APS), duly authorized to conduct business in the State of Florida, whose principal address is 367 Civic Drive, Suite 10, Pleasant Hill, CA 94523, hereinafter "CONTRACTOR,"

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with CONTRACTOR for **False Alarm Reduction Program (FARP) Administrative Services**; and

WHEREAS, the City's FARP began in 2008 to promote compliance with alarm registration requirements, reduce false alarms, and support the efficient use of public safety resources; and

WHEREAS, the City Code authorizes the City to utilize the competitive solicitation of another governmental entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the **City of Wilton Manors issued RFP 2025-03** and awarded an agreement to CONTRACTOR for FARP administrative services; and

WHEREAS, the City desires to utilize the City of Wilton Manors' competitively awarded agreement pursuant to the attached **RFP 2025-03 (Exhibit "A")** as the basis for procurement of these services; and

WHEREAS, the Lead Agency Agreement between the City of Wilton Manors and CONTRACTOR, including CONTRACTOR's proposal, is attached hereto as **Exhibit "B"** and incorporated herein; and

WHEREAS, CONTRACTOR has agreed to extend the prices, terms, and conditions of the Lead Agency Contract to the City, subject to the additional terms and conditions set forth in this Agreement; and

WHEREAS, the City has reviewed the scope of services and procurement documents for the Lead Agency Contract and determined that the contract may be used by the City for substantially similar services; and

WHEREAS, at its meeting of _____, **20**___, the City Commission approved this Agreement and authorized the appropriate City officials to execute it;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Lead Agency Contract; Scope; Pricing; Term

A. Scope of Services

CONTRACTOR shall provide FARP administrative services for the City in accordance with the Lead Agency Contract and the APS proposal attached as **Exhibit "B."** The services shall include, as applicable:

1. Alarm registration and permit administration;
2. Permit renewal processing;
3. Billing and collection of permit fees, renewal fees, false alarm fees, and late or reinstatement fees;
4. Customer service and administrative support for alarm users and alarm companies;
5. Notices, correspondence, account administration, and record maintenance;
6. Monthly reconciliation and reporting of revenues, fees, and expenses;
7. Real-time administrative access to the cloud-based APS platform; and
8. Related FARP administrative services described in Exhibit "B."

CONTRACTOR shall provide and maintain a City-specific online portal or landing page for use in connection with the City of Oakland Park's FARP, through which alarm users, alarm companies, and authorized City personnel may view relevant account information, review program activity, and make payments as applicable.

CONTRACTOR's platform shall be cloud-based and shall not require installation of software into the City's technology infrastructure unless otherwise approved in writing by the City.

B. Pricing

The pricing for this Agreement shall be as follows:

1. Base Fee. CONTRACTOR shall receive an annual base fee of $12,000 during the initial three-year contract term, payable in four equal quarterly installments of $3,000. To align with the City's fiscal year, CONTRACTOR shall invoice the City on October 1, January 1, April 1, and July 1 of each contract year. If the Agreement begins after the first day of a calendar quarter, the first quarterly installment shall be prorated at the rate of $1,000 for each full or partial month remaining in that quarter. Any final partial quarter shall be prorated in the same manner.

2. Program Revenues. For purposes of this Agreement, "Program Revenues" means all permit fees, renewal fees, false alarm fees, late fees, reinstatement fees, and other program-related fees billed and collected by CONTRACTOR from alarm users or alarm companies in connection with the City's False Alarm Reduction Program ("FARP").

3. Administrative Cost Deductions. CONTRACTOR may deduct from gross Program Revenues the actual and reasonable costs of first-class postage, mailing materials, and banking fees incurred in administering the FARP. Credit card processing fees shall not be deducted from Program Revenues and shall instead be paid by the payor when payment is made by credit card. All administrative cost deductions shall be separately itemized on each monthly reconciliation statement.

4. Net Program Revenues. "Net Program Revenues" means gross Program Revenues collected by CONTRACTOR, less the allowable administrative cost deductions identified in Section B.3. The annual base fee

shall be invoiced and paid separately in accordance with Section B.1 and shall not be deducted from or otherwise offset against Program Revenues or Net Program Revenues.

5. Revenue Share Threshold. The revenue-sharing provisions of Section B.6(b) shall apply when Net Program Revenues exceed $60,000 during the applicable City fiscal year. The full $60,000 threshold shall apply to any initial or final partial fiscal year and shall not be prorated.

6. Revenue Allocation.

   a. For annual Net Program Revenues of up to and including $60,000, the City shall receive 100% of the Net Program Revenues.

   b. When annual Net Program Revenues exceed $60,000, the City shall receive 100% of the first $60,000, and the portion of Net Program Revenues exceeding $60,000 shall be distributed 80% to the City and 20% to CONTRACTOR.

7. No Additional Fees. CONTRACTOR shall not charge any additional fees for startup, implementation, data conversion, administration, technical support, or training unless approved by the City through a written amendment executed by the Parties.

8. Renewal Pricing. If the City elects to exercise renewal years four and five, the annual base fee shall increase to $13,080, payable in four equal quarterly installments of $3,270. The first or final installment for any partial quarter shall be prorated at the rate of $1,090 for each full or partial month during which CONTRACTOR provides services, unless otherwise modified by a written amendment executed by the Parties.

C. Monthly Reconciliation, Payment Processing, and Remittance

CONTRACTOR shall reconcile the previous month's deposits on or before the first day of each month. Based on that reconciliation, CONTRACTOR shall provide the City with a monthly statement showing revenues collected, allowable expenses paid, and the resulting distribution due to the Parties.

Upon City approval of the monthly reconciliation, CONTRACTOR shall remit the City's portion of Program Revenues by ACH deposit to the City's designated bank account within ten (10) days after the City's approval.

CONTRACTOR shall require that all check payments due under the City's FARP by alarm users, alarm companies, or other responsible payors be directed to and processed through the City's designated lockbox.

Electronic payments under the program shall be processed through a third-party payment processor. If a payor elects to pay by credit card, the payor shall pay a credit card processing fee of 2.9%; provided, however, that if the processor increases its processing fee during the term of this Agreement, CONTRACTOR may increase the fee charged to the payor by the same amount, but in no event shall such fee exceed the actual processing fee charged by the processor. Payments made by bill pay or check shall not be charged a fee.

CONTRACTOR shall administer payment collection and processing in a manner consistent with this Agreement and shall ensure that the monthly reconciliation itemizes all revenues collected, allowable expenses, processing fees, and remittances to the City.

D. Payment Act

All payments due from the City, if any, shall be governed by the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes.

E. Term

This Agreement shall become effective upon full execution by the Parties, unless otherwise stated in a written Notice to Proceed, and shall remain in effect for an initial term of **three (3) years**, unless earlier terminated in accordance with this Agreement.

The City may, in its sole discretion, renew this Agreement for up to **two (2) additional one (1) year terms**, subject to the availability of renewals under the Lead Agency Contract and compliance with applicable law.

In the event services are scheduled to end due to expiration of this Agreement, CONTRACTOR shall continue to provide services upon written request of the City for a period not to exceed ninety (90) days, at the rates then in effect, unless otherwise agreed in writing.

F. Indemnification

To the extent permitted by Section 725.08, Florida Statutes, CONTRACTOR shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

G. Insurance

CONTRACTOR shall provide the City with proof of insurance as required by the Lead Agency Contract or as otherwise required by the City. CONTRACTOR shall not commence services unless and until all insurance requirements have been satisfied and approved by the City.

Section 3. Ratification of Lead Agency Contract

In all other respects, the terms and conditions of the Lead Agency award letter are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered

by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

RENEE SHROUT, CITY CLERK
CITY OF OAKLAND PARK
1100 PARK LANE EAST, SUITE 528
OAKLAND PARK, FL 33334
RENEES@OAKLANDPARKFL.GOV
954-630-4298

Section 5. Scrutinized Companies

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:	David Hebert, City Manager City of Oakland Park 1100 Park Lane East, Suite 528 Oakland Park, Florida 33334
Copy to:	Donald J. Doody, City Attorney Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308
For CONTRACTOR:	**Alarm Program Systems, LLC (APS)** 367 Civic Drive, Suite 10 Pleasant Hill, CA 94523 Attn: Brett Glass

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Oakland Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty

(20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 11. Public Entity Crimes. Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

> ***Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".***

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 16, 2026

Entity: ALARM PROGRAM SYSTEMS LLC.

Signed: [signature]

Name: JIM HUCHINGSON

Title: PRESIDENT

State of california
County of contra costa

On this 16th day of July, 2026, before me, the undersigned Notary Public, personally appeared James Huchingson [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[signature]

Notary Public, State of California
(Print Name of Notary)

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

Commission Number: 2499471
My Commission Expires: 9/10/2028

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES,
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** _____, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** _____ of **(Business Name)** _____ which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled _____, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 16th day of July, 2026

BY: _____
Signature of Affiant
JIM HUCHINGSON
Printed Name

State of California
County of Contra Costa

On this 16th day of July, 2026, before me, the undersigned Notary Public, personally appeared James Huchingson [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public, State of California
(Print Name of Notary)

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

Commission Number: 2499471
My Commission Expires: 9/10/2028

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk

CITY OF OAKLAND PARK:

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

By: Kylie Lynn

CONTRACTOR:

ALARM PROGRAM SYSTEMS, LLC

By: _____

Title: PRESIDENT

STATE: California
COUNTY: Contra Costa

Sworn to (or affirmed) and subscribed before me this 16th day of July, 20 26, by: James Huchingson.
Name of Person Making Statement

Signature of Notary Public

(NOTARY SEAL)

Kylie Lynn
Name of Notary Public (Typed, Printed, Stamped)

Personally Known: ____ OR Identification Produced: ✓

Type of Identification Produced: CA Drivers License

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

REQUEST FOR PROPOSAL (RFP)

Subject: **False Alarm Reduction Program**

RFP #: 2025-03

Due Date/Time: April 22, 2025, 11:30 a.m., EST

Submit To: City Clerk
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

CITY OF WILTON MANORS
REQUEST FOR PROPOSAL FOR
FALSE ALARM REDUCTION PROGRAM

CALENDAR OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

ACTION	**COMPLETION DATE**
Issue RFP	March 20, 2025
Deadline for Questions	April 3, 2025, 7:00 a.m., EST
Response to Questions	April 8, 2025
Deadline for Submitting Proposals	**April 22, 2025, 11:30 a.m., EST**
Evaluation Committee Review	April 23, 2025
Select Short List for Presentations	April 23, 2025
Reference Checks	April 23, 2025
Presentation	TBD
Final Ranking and Selection	TBD
Contract Negotiation	TBD
City Commission Meeting for Approval of Contract	May 13, 2025 or later

TABLE OF CONTENTS

Section 1 – Introductory Material 4

Section 2 – Scope of Services 5

Section 3 – Procurement Instructions 7

Section 4 – Review and Evaluation Process 12

Section 5 – General Terms and Conditions 14

Attachment A – Non-Discrimination Affidavit 24

Attachment B – Domestic Partnership Certification Form 25

City of Wilton Manors Ordinance 2013-0013 26

Attachment C – Non-Debarment Affidavit 28

Attachment D – Drug-Free Workplace Certification 30

Attachment E – Non-Collusive Affidavit 31

Attachment F – Certification Pursuant to Florida Statute 287.135 32

Attachment G – E-Verify Form for all Solicitations 33

Attachment H – Compliance with Foreign Entity Laws 35

Attachment I – Compliance with Anti-Human Trafficking Laws 36

City Code of Ordinances – Chapter 7 – Alarm Systems 37

Section 1 – Introductory Material

1.1 STATEMENT OF PURPOSE

The City of Wilton Manors (the City), is seeking proposals from qualified firms to institute and administer a False Alarm Reduction Program to enhance community safety and improve the efficiency of emergency response by minimizing the occurrence of false alarms. By fostering accountability among alarm system users, promoting the proper use and maintenance of alarm systems, and implementing effective deterrence measures, the program seeks to reduce unnecessary demands on police resources. By reducing the frequency of false alarms, this program contributes to the overall effectiveness of public safety services and promotes a safer, more secure environment for all members of the community.

Piggybacking Option – The City does not intend to have this contract available for "piggybacking" by other governmental entities.

1.2 CONTRACT TERMS

The initial contract term is for three (3) years. The City will have the option to extend at its sole discretion two (2), one-year (1-year) renewal terms for a maximum of five (5) years. The terms and conditions of the initial term shall apply during any renewal term, except that there shall be no further options to renew.

1.3 BACKGROUND INFORMATION

The City of Wilton Manors, in Broward County, was incorporated in 1947, and was created as a municipality under Chapter 165, Florida Statutes and named the Village of Wilton Manors. The Laws of Florida, 1953, Chapter 29609 established the present municipality, designated it the City of Wilton Manors and enacted its Charter. The City operates under the Mayor/Commission form of government and provides the following services as authorized by its Charter: general government, public safety, public services, transportation, and culture and recreation. Additional information about the City is available at the City's website: www.wiltonmanors.com.

The City of Wilton Manors Alarm Systems ordinance is to encourage security alarm users to maintain operational reliability and to ensure the proper use of alarm systems thereby limiting unnecessary police responses to false alarms/alarm malfunctions. National studies have shown up to 98% of all alarm calls are false. 2024 saw false alarms occur at an 85% rate here in our Island City. This program looks to reduce incidents of false alarms as described above.

The City estimates that there are at least 180 active alarm systems.

Section 2 – Scope of Services

2.0 TECHNICAL AND OPERATIONAL REQUIREMENTS

1. The vendor shall administer, provide, operate and maintain the City's False Alarm Reduction Program (FARP) in alignment with the City's current alarm ordinance and any future amendments to this ordinance, or any other associated ordinance.
2. The vendor shall develop, provide, operate, and maintain the systems necessary to communicate with the City's designated officials, public safety partners, alarm companies, police department, fire department and those members of its citizenry affected by the alarm ordinance and its associated processes.
3. The vendor shall acquire, access, assimilate, produce, record and store data relevant to the operation of the City's FARP.
4. The vendor shall generate and issue notices, alarm permits and billing statements; track accounts receivables, account histories (including hearings and appeals); and generate reports.
5. The vendor shall provide accounting reconciliation services and accounting reports for all billing pursuant to generally accepted accounting principles on a monthly basis. This shall include monthly auditing to ensure accuracy. These reports and all supporting documents shall be submitted to the City within ten business days of month's end.
6. The vendor shall securely import all existing alarm program records (permits, billings, payments/history, fees outstanding, etc.) from the City's or their current vendor and use it to populate live permit accounts with corresponding historical record of billings, payments, and false alarms.
7. The vendor shall notify households, businesses, and alarm service providers of alarm ordinance existence and requirements, using city-generated templates and language as required.
8. The vendor shall provide unlimited consultation with the City's staff on any ordinance review, design, modifications, or revisions requested.
9. The vendor shall tailor the platform to fit the City's particular needs and objectives and it will perform all functions necessary to satisfy the City.
10. The vendor shall provide a dedicated mailing address to facilitate communications between the vendor and the City, alarm users, alarm companies and others associated with the City's FARP.
11. The vendor shall provide a toll-free support phone line whose phone number area code is 954 or 754 to facilitate communications between the vendor and the City, alarm users, alarm companies and others associated with the City's FARP. These communications shall be made available Monday through Friday, except Federal Holidays, 9am to 5pm EST.
12. The vendor shall provide an email address for support to facilitate communications between the vendor and the City, alarm users, alarm companies and others associated with the City's FARP. These communications shall be made available Monday through Friday, except Federal Holidays, 9am to 5pm EST.
13. The vendor shall process false alarm payments made over the Web through a secure vendor hosted website dedicated to the City's FARP.

14. The vendor shall provide a safe and secure network and infrastructure to process and store sensitive, confidential and financial data associated with the City's FARP. The vendor shall provide a detailed description about this security network for the City's review.
15. The vendor shall provide a hearing and appeal process that allows the adjudication of any action for any account.
16. The vendor shall work with City to design a public awareness campaign to ensure the highest degree of compliance, public understanding and public support. The City shall reserve total rights to approve any and all information that is disseminated.
17. The vendor shall provide a secure FARP website that can be accessed by a link on City's website, available on a 24/7/365 basis. The website shall allow alarm users to review registration status, update contact information, renew permits, make payments, and provides alarm training, education and information regarding the City's ordinance. The web-based registration may be used by both alarm users and alarm companies (to register their alarm users). The City's FARP website, which shall be specific to the City, shall provide citizens and businesses continuing alarm education by presenting false alarm reduction information and providing access to an online Alarm Awareness Class (Alarm School).
18. The vendor shall provide the City's FARP Administrator(s) with the ability to make changes to mailing addresses, phone numbers and contact information for alarm users and alarm companies.
19. The vendor shall provide the City's FARP Administrator(s) access to alarm account information and histories, supporting documentation and financial and alarm activity reports.
20. The vendor shall provide software solutions that integrate seamlessly with the City's existing systems, ensuring real-time communication between alarm tracking and police dispatch services.
21. The vendor shall have the ability to interface with the City's Computer Aided Dispatch (CAD) system to support the daily transfer of false alarm data from the CAD to the vendor, and from the vendor to the CAD.
22. The vendor shall update alarm business, alarm system location and responsible Party information and renew permits and alarm registrations in accordance with the City's alarm ordinance, and any other ordinances. Updated information may be processed by mail, electronically and / or online.
23. The vendor shall register, renew and invoice alarm system registrations in accordance with the City's alarm ordinance. Registrations and renewals are processed by mail, telephone, or online. Notices related to registration may be sent by email or U.S. mail based on the alarm user contact information maintained.
24. The vendor shall extract alarm incident data from the City's CAD system, and identify false alarms.
25. The vendor shall maintain secure databases that house alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information.
26. The vendor shall comply with the provisions of the City's ordinance, and update Alarm Program business rules to comply with the ordinance.

27. The vendor shall process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by vendor.
28. The vendor shall invoice and correspond with alarm businesses and alarm users in accordance with the standards of the City's ordinance. This will include but may not be limited to invoices and delinquent payment notices. All correspondences will be sent by U.S. mail or email based on the alarm user's accepted contact method(s).
29. The vendor shall provide information on their strategies for collecting delinquent payments.
30. The vendor shall provide quarterly performance reports to the City that includes but may not be limited to the number of registered alarms, false alarm incidents, revenue generated through fines, the amount of monies assorted with delinquent payments, the number of appeals, and the dispositions of appeals. The City reserves the right to modify the frequency of these reports, and the vendor shall comply. The vendor shall have the ability to proactively diagnose properties that have a high rate of false alarm incidents, and shall proactively work with these violators to educate them on their need to eliminate false alarm incidents. The threshold for the number of incidents that constitute this "high rate" shall be determined by the City.

Section 3 – Procurement Instructions

3.1 QUESTIONS

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Ariel Montalvo at amontalvo@wiltonmanors.com by April 3, 2025, 7:00 a.m., EST. Answers to all questions will be included in an Addendum to the RFP and will be posted on the City's website on April 8, 2025. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a proposal. It is the Proposer's responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City's website.

Written questions received after April 3, 2025, 7:00 a.m., EST may not be answered. Only written questions answered by a formal written Addendum will be binding.

3.2 SUBMISSION OF PROPOSAL

3.2.1 Proposer shall submit five (5) paper copies of the proposal in the prescribed form under Section 3.3 along with **a single flash/jump drive containing the RFP response in Adobe PDF format**. All copies and the flash/jump drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.

3.2.2 Sealed proposals must be received on or before **April 22, 2025 at 11:30 a.m., EST,** at the Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305. The City Clerk's office hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City holidays. Any proposal received after the specified time will

be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

3.2.3 On the envelope containing the proposal the following shall be written in large letters:

Proposal For:	False Alarm Reduction Program
RFP Number:	RFP # 2025-03
To Be Opened:	April 22, 2025 at 11:30 a.m., EST

3.2.4 Proposals will be opened and listed publicly in Commission Chambers, 2020 Wilton Drive, Wilton Manors, Florida 33305 on the date and time specified above.

3.2.5 All proposals that are not submitted in the required format or missing required forms will be subject to rejection. The complete RFP and applicable forms are available on the City's website (www.wiltonmanors.com) or by sending an email to amontalvo@wiltonmanors.com. One original proposal must be signed in ink. It is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer's acceptance of the terms and conditions of the specifications set forth herein.

3.2.6 All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that their proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. Although advertised on the DemandStar platform, proposals submitted directly and only to DemandStar will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.

3.2.7 **Incurred Expenses -** The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.

3.2.8 **Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.

3.2.9 **Request for Modification -** The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.

3.2.10 Request for Additional Information - The Proposer shall furnish such additional information as the City of Wilton Manors may reasonably require. This includes information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.

3.2.11 Acceptance, Rejection, or Modification to Proposals - The City of Wilton Manors reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer is described in Section 4 of this document.

3.2.12 Proposals Binding - All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.

3.2.13 Addendum and Amendment to Request for Proposal - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website, and will distribute it via email to all identified prospective Proposers.

3.2.14 Economy of Preparation - Proposals should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.

3.2.15 Proprietary Information - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

3.2.16 Proposals Will Not Be Returned - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Wilton Manors and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

3.2.17 Proposer's Certification - By submitting a proposal, the Proposer certifies that they have fully read and understand the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.

3.2.18 In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is **required** that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from Ariel Montalvo, Purchasing Coordinator, at amontalvo@wiltonmanors.com or on www.wiltonmanors.com.

3.2.19 Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.

3.2.20 Proposer's Responsibility to Be Informed - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.

3.2.21 Cone of Silence - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City's Purchasing Coordinator, Ariel Montalvo at amontalvo@wiltonmanors.com. Communications initiated by a Proposer to anyone other than the City's Purchasing Coordinator may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

3.3 FORMAT AND CONTENTS

3.3.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the proposal number and description.

3.3.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.3.3 Tab 2 - Letter of Transmittal

3.3.3.1 Limit to one or two pages.

3.3.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.3.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email and telephone numbers.

3.3.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.3.4 Tab 3 - General Information

3.3.4.1 Name of Business.

3.3.4.2 Mailing Address and Phone Number.

3.3.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.3.4.4 Normal business hours.

3.3.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.3.4.6 Give the date business was organized and/or incorporated, and where.

3.3.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.3.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

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

3.3.4.10 Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, City, etc., are the responsibility of the Proposer.

3.3.4.11 How did you hear about the RFP? Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Wilton Manors is always looking for ways to improve its services.

3.3.5 Tab 4 – Project Approach

3.3.5.1 Describe in detail your proposal to fulfill the requirements of the scope of services.

3.3.5.2 Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

3.3.6 Tab 5 – Experience and Qualifications

3.3.6.1 Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.

3.3.6.2 Identify the Proposer's qualifications and experience to perform the services identified in this RFP.

3.3.6.3 **Provide a minimum of ten (10) references with all contact information including telephone number and email address.** If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Broward County or other Florida counties. It is recommended that references be no less than similar in size to the City or have a minimum of equipment similar to the City.

3.3.7 Tab 6 – Pricing and Payment Terms

3.3.7.1 Provide a detailed itemization of cost of services, revenue sharing composite, or other form of payment for services details and offerings.

3.3.7.2 Indicate whether or not the Proposer is willing to accept payment via the City's P-Card.

3.3.8 Tab 7 – Attachments and Affidavits

3.3.8.1 Provide signed attachments A – I.

3.3.8.1 Signed acknowledgment of City Code of Ordinances, Chapter 7 – Alarm Systems.

Section 4 – Review and Evaluation Process

4.1 REVIEW AND EVALUATION

The City will conduct a comprehensive and impartial review and evaluation of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

4.1.1 The City reserves the right to require live or web-based presentations/demonstrations from any or all proposers.

4.1.2 The Evaluation Committee will rank all proposals according to the criteria listed herein.

4.1.3 Contract negotiations will then be conducted with the highest ranked Proposer and the negotiated contract will be submitted to the City Commission for final approval.

4.1.4 The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

4.1.5 If negotiations with the highest ranked Proposer fail, the City will then begin negotiations with the second-ranked firm, and so on.

4.1.6 For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	EVALUATION CRITERIA	POINTS
1	Submission of all required Forms and Documents as indicated in Section 3.3.	Pass/Fail
2	Attachment A – Non-Discrimination Affidavit	Pass/Fail
3	Attachment B – Domestic Partnership Certification	Pass/Fail
4	Attachment C – Non-Debarment Affidavit	Pass/Fail
5	Attachment D – Drug-Free Workplace Certification	Pass/Fail
6	Attachment E—Non-Collusive Affidavit	Pass/Fail

7	**Attachment F – Certification Pursuant to Florida**	**Pass/Fail**
8	**Attachment G – E-Verify Form for all Solicitations**	**Pass/Fail**
9	**Attachment H – Compliance with Foreign Entity Laws Affidavit**	**Pass/Fail**
10	**Attachment I – Compliance with Ant-Human Trafficking Laws**	**Pass/Fail**
11	**Qualifications and Experience**	**40**
12	**Project Approach**	**40**
13	**Pricing**	**20**

4.1.7 Tie Bids – If the determination of the lowest responsive, responsible bidder results in a tie, the provisions of Section 2-58 (e)(8) of the City's Code of Ordinances must be followed.

Section 5 – General Terms and Conditions

5.1 GENERAL AND LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Any conflicts between this RFP and applicable and preemptive State laws shall be resolved in favor of the preemptive law. The City shall have sole discretion of determining whether there are any conflicts with this RFP and any firms under contract.

5.1.1 Non-Discrimination - Section 2-59 of the City's Code of Ordinances states in part:

> *All contracting agencies of the city, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended thereunder*

The Proposer agrees to abide by all provisions of the City Code of Ordinances, including Section 2-59.

5.1.2 Non-Discrimination Affidavit - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.

5.1.3 Domestic Partnership Affidavit – Proposers shall submit an executed copy of Domestic Partnership Affidavit attached to the Request for Proposal – Attachment B.

5.1.4 Non-Debarment Affidavit - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment C.

5.1.5 Drug-Free Workplace – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment D.

5.1.6 Non-Collusive Affidavit—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment E.

5.1.7 Certification Pursuant to Florida Statute § 287.135 – The Proposer shall submit an executed copy of the Certification Pursuant to Florida Statute § 287.135 – Attachment F.

5.1.8 E-Verify Affidavit—The Proposer shall submit an executed copy of E-Verify Form Affidavit—Attachment G.

5.1.9 Compliance with Foreign Entity Laws Affidavit—The Proposer shall submit an executed copy of the Compliance with Foreign Entity Laws Affidavit—Attachment H.

5.1.10 Compliance with Anti-Human Trafficking Laws Affidavit—The Proposer shall submit an executed copy of the Compliance with Anti-Human Trafficking Laws Affidavit—Attachment I.

5.1.11 This Request for Proposal and the Proposer's proposal shall be included and incorporated into the final award.

5.1.12 Small and Minority Businesses, Women's, and Labor Surplus Firms Participation – the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms.

5.2 APPLICABLE LAW AND VENUE

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Wilton Manors and any RFP Proposer shall be brought in Broward County, Florida.

5.3 CONDITIONS OF PROPOSALS

5.3.1 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.

5.3.2 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.

5.3.3 Public Opening - All proposals will be publicly opened at the time and place specified and made available for public inspection.

5.3.4 Award Presentation – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

5.4 TERMS AND CONDITIONS OF AGREEMENT

All sections of the City's specifications and all supplementary documents are essential parts of the City's contract and requirements occurring in one area are deemed as though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract.

5.5 DISCUSSION WITH RESPONSIBLE PROPOSERS

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

5.6 EXECUTION OF AGREEMENT

The successful highest ranked Proposer shall, within thirty (30) calendar days after the City of Wilton Manors issues Notice of Award, negotiate and enter into a contract with the City for the proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.7 CONFLICT OF INTEREST

The award hereunder is subject to the provision of State of Florida Statutes and City of Wilton Manors Ordinances.

The Proposer, by affixing his signature to the proposal's "Letter of Transmittal", declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

5.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFICIED PERIOD

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission for funds.

5.9 PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

5.10 FLORIDA PROMPT PAYMENT ACT

For purposes of billing submission and payment procedures, a "proper invoice" by a proposer, Contractor or other invoicing party shall consist of at least all of the following:

- A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- The amount due, applicable discount(s), and the terms thereof;
- The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

5.11 INSURANCE REQUIREMENTS

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

5.11.1 The highest ranked Proposer shall secure and maintain, at its own expenses, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the highest ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The highest ranked Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

$ 1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage to include:

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations:
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) Professional/Errors & Omissions - $250,000.00

(d) Employee dishonesty/theft - $250,000.00

(e) **Cyber Liability** including Network Security and Privacy Liability; Data Recovery and Loss of Business Income; Privacy Regulatory Defense and Penalties; Crisis Management; Data Extortion, with a limit of liability no less than $2,000,000 per occurrence and $2,000,000 aggregate.

5.11.2 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY

OF WILTON MANORS SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED. Insurance Companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the Contractor receives notice of cancellation from its insurance company, the Contractor shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

5.11.3 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

5.11.4 The Contractor shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

5.11.5 The Contractor agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of the City.

5.11.6 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

5.11.7 The highest ranked Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Wilton Manors as additional insured.

5.12 CODE OF ETHICS

If any Proposer violates the Code of Ethics of the State of Florida or the Code of Ethics of Broward County, Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

5.13 PATENTS, ROYALITIES AND COPYRIGHT

The Proposer, without exception, shall defend, indemnify and save harmless the City of Wilton Manors, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Wilton Manors, Florida.
If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

5.14 INDEMNIFICATION

5.14.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, the highest ranked Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the highest ranked Proposer or his subcontractors, agents, officers, employees or independent contractor pursuant to or in the performance of the Contract.

5.14.2 The highest ranked Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

5.14.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

5.15 WARRANTIES

5.15.1 Contractor warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Proposer is a party.

5.15.2 Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

5.15.3 Contractor warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

5.15.4 All warranties made by Contractor together with service warranties and guaranties shall run to City and the successors and assigns of City.

5.16 ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:

Bidders are hereby notified of the provision of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interest when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Contractors working under any subsequent agreement made pursuant to this ITB shall not give preference to subcontractors based on social, political, of ideological interests.
A violation of the terms in this section shall result in termination of any agreement entered into pursuant to this ITB and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

5.17 MISCELLANEOUS

5.17.1 If the value of this Agreement is $100,000 or more, CONTRACTOR shall disclose to CITY any current or prior interest of, any contract with, or any grant or gift received from a foreign country, as defined in section 286.101, F.S., of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or proposing any contract, CONTRACTOR must also provide a copy of such disclosure to the Department of Financial Services.

5.17.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by CONTRACTOR in connection with performing the Project, whether finished or unfinished ("Documents and Work"), shall be owned by CITY, and CONTRACTOR hereby transfers to CITY all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days after expiration or termination.

5.17.3 Prohibited Telecommunications. CONTRACTOR represents and certifies that CONTRACTOR and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

5.17.4 Regulatory Capacity. Notwithstanding the fact that CITY is a political subdivision

with certain regulatory authority, CITY's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to CITY's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to CITY as a party to this Agreement.

Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement.

5.17.5 Conflicts. Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of CONTRACTOR's officers or employees shall serve as an expert witness against CITY in any legal or administrative proceeding in which they or CONTRACTOR is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

5.17.6 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party granting the waiver.

5.17.7 Use of Parties' Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other party. Consent to use the CITY's logo may be provided by the Project Manager.

5.18 PUBLIC RECORDS

The City of Wilton Manors is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

5.18.1 Keep and maintain public records required by the CITY to perform the service;

5.18.2 Upon request from the CITY's custodian of public records, provide the CITY 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 in Chapter 119, Fla. Stat., or as otherwise provided by law;

5.18.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and

5.18.4 Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

5.18.5 The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123
cityclerk@wiltonmanors.com

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any City employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women- Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-60 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: _____

Title: _____

State of _____
County of _____
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, _____, by _____.

(Seal)

_____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification:_____

ATTACHMENT B

DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-58(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-58(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

> *"Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of $20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement."*

By: _____

Title: _____

Company: _____

State of _____
County of _____
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, _____, by _____.

(Seal)

_____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification:_____

CITY OF WILTON MANORS, FLORIDA

ORDINANCE NO. 2013 – 0013

(Excerpt – Section 3, "Domestic Partner Benefits Requirement")

Effective October 1, 2013

Section 3: Section 2-58 of the Code of Ordinances is amended by creating Subsection (v) as follows:

Section 2-58(v).

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:

(1) A biological child or adopted child of a domestic partner; or

(2) A dependent as defined under IRS regulations; or

(3) A ward of a domestic partner as determined in a guardianship proceeding.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of $20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

Equal Benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

2. Equal Benefits Requirements.

A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.

B. As part of the solicitation response, the Contractor shall certify that the Contractor:

1. Currently complies with the conditions of this Section; or

2. Will comply with the conditions of this Section at time of contract award; or

3. Will not comply with the conditions of this Section at time of contract award; or

4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

3. Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

4. Exception and Waiver. The provisions of this Section shall not apply where:

A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.

B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.

C. The Contractor is a governmental entity.

D. The Contract is for the sale or lease of property.

E. The Covered Contract is necessary to respond to an emergency.

F. The provisions of this Section would violate grant requirements.

G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.

H. Upon a majority vote, the City Commission may waive compliance of this Section under the following circumstances:

1. Where only one (1) solicitation response is received;

2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or

3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.

I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. Grandfather. It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

ATTACHMENT C

NON-DEBARMENT AFFIDAVIT

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1.The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and

2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and

3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and

4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____Check here if an explanation is attached to this affidavit.

By:_____

Print Name:_____

Title:_____

Date:_____

State of _____
County of _____
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, _____, by _____.

(Seal)

_____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification:_____

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

COMPANY NAME

_____

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT E
NON-COLLUSIVE AFFIDAVIT

State of _____)

County of_____)

_____ being first duly sworn deposes and says that:

(1) He/she is the _____,(Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Title: _____

Company: _____

State of _____
County of _____
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, _____, by _____.

(Seal)

_____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification:_____

ATTACHMENT F

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I,_____, on behalf of

_____,

Print Name and Title **Company Name**

certify that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____

COMPANY NAME

_____ _____

PRINT NAME SIGNATURE

_____

TITLE

ATTACHMENT G

E-Verify Form for All Solicitations:

CITY OF WILTON MANORS

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

Employment Eligibility. Bidder certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) Bidder and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor.

(b) If the Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. If the City, contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

(d) The City, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

Contractor Name

_____

_____Printed Name
Contractor Authorized Representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____(month), _____(year), by _____(name of person) as _____(type of authority e.g. officer, trustee, attorney in fact) for _____(name of party on behalf of whom instrument was executed).

_____(Signature of Notary Public - State of Florida)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

____ Personally Known
____ Produced Identification
Type of Identification Produced _____

Must be executed and returned with attached proposal to be considered.

ATTACHMENT H
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
CITY OF WILTON MANORS

TO BE RETURNED WITH PROPOSAL/BID

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

(SEAL)

_____
NOTARY PUBLIC, STATE OF _____

ATTACHMENT I

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an adult resident of the State of Florida.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE:_____, 20___

_____

ENTITY:_____ NAME:_____

TITLE:_____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [___] physical presence or [___] online notarization, this _____ day of _____ 20_____, by _____ in his/her capacity as _____ for _____ (name of Entity).

_____
NOTARY PUBLIC

_____ Personally Known OR
_____ Produced Identification

_____
Type of Identification Produced

END OF SECTION

City Code of Ordinances: Chapter 7 – Alarm Systems

Sec. 7-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm administrator shall mean a person, persons, or third-party service vendor designated by the City to administer, control and review false alarm reduction efforts and to administer the provisions of this Chapter.

Alarm company shall mean a person subject to the licensing requirements of section 489.505 Florida Statutes and/or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems.

Alarm permit shall mean a permit issued by the City allowing the operation of an alarm system within the City.

Alarm program liaison shall mean an employee of the City who has been assigned to be the liaison with a third-party service vendor.

Alarm signal shall mean a detectable signal; audible, visual, or electronically, generated by an alarm system, to which law enforcement is~~,~~ requested to respond.

Alarm system shall mean any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, domestic violence alarms or alarms designed to elicit a medical response.

Alarm systems program shall mean a program that aims to reduce the number of false alarms by encouraging proper use, installation, and maintenance of alarm systems.

Alarm user shall mean any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Automatic dial protection device shall mean an automatic dialing device or an automatic telephone dialing alarm system and shall include any system which, upon being activated, automatically initiates to the Police Department a recorded message or code signal indicating a need for law enforcement response.

Business days shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding federal holidays.

Cancellation shall mean the process where response is terminated when the alarm company (designated by the alarm user) notifies the Police Department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

City shall mean the City of Wilton Manors.

False alarm shall mean the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation or the negligence of the alarm user, their employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or their agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Police Department, evidence indicates that no unauthorized entry, robbery or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

Local alarm shall mean an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Monitoring shall mean to receive electrical or electronic signals originating from any structure within the City, where such signals are produced by any alarm system to which law enforcement is requested to respond.

Non-residential includes, but is not limited to: small business concerns, churches, schools, pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, hotels and motels and nursing homes.

Permit year shall mean the one-year period beginning the day and month on which the alarm permit is issued.

Runaway alarm shall mean an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

Self-monitored alarm system shall mean an alarm system that is managed and monitored by a property owner or alarm user without the involvement of an alarm company.

Third party service vendor shall mean a company or individual that provides services to the City but is not directly part of the City.

Sec. 7-2. Third party service vendor.

The City may procure a third party service vendor to process alarm registrations, issuance of alarm certificates, and for the collection of any applicable fees, penalties and late charges, or otherwise to manage an alarm systems program.

Sec. 7-3. Alarm permit.

(a) Exemption. Self-monitored alarm systems are exempt from permit requirements unless one (1) false alarm occurs at the property where the alarm is installed. Should one (1) false alarm occur that prompts a police response at a property of this nature, the exemption is forfeited indefinitely, and the requirements of this Chapter shall apply to the alarm user.

(~~a~~b) *Permit required.* No person shall use an alarm system without first obtaining a permit from the City for such alarm system, and paying the registration fee or renewal fee as prescribed in the City's Consolidated Fee Schedule. A fee is required for annual renewals, by the day and month on which the alarm permit was issued to be paid to the City. The renewal fee shall be waived if there are no reports of a false alarm for the alarm user during the preceding permit year; however, the alarm user shall be responsible for submitting updated registration information. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.

(b) *Application.* The permit shall be requested on an application form or online application portal provided by the City. An alarm user has the duty to obtain an application or seek out the online application portal from the City.

(c) *Transfer of possession.* When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within thirty (30) days of obtaining possession of the property. Alarm permits are not transferable.

(d) *Reporting updated information.* Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City within thirty (30) days of the change. In addition, each year after the issuance of the permit, permit holders will receive notice from the City or third party service vendor requesting updated information. The permit holder shall complete and submit this information to the City or third party service vendor when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.

(e) *Multiple alarm systems.* If an alarm user has one or more alarm systems protecting two (2) or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

Sec. 7-4. Duties of the alarm user.

An alarm user shall:

(1) Obtain an alarm permit;

(2) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms;

(3) Provide the alarm company the permit number that can be provided to the police communications dispatch system;

(4) Deactivate or cause the deactivation of the alarm system within thirty (30) minutes of a false alarm activation;

(5) Respond or cause a representative to respond to the alarm system's location within sixty (60) minutes when requested by the Police Department;

(6) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by the alarm system provider; and

(7) Obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.

Sec. 7-5. Use of licensed contractors.

A registered alarm owner or person in control of an alarm system shall not contract or retain an alarm company which is not properly licensed. Unlicensed alarm contracting is a violation of Florida Statutes and punishable by fine and/or imprisonment.

Sec. 7-6. Duties of an alarm company.

An alarm company performing monitoring services shall:

(1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid while simultaneously requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.

(2) Provide alarm user registration number to the police communications dispatch center to facilitate dispatch and/or cancellations.

(3) Communicate any available information about the location of the alarm to the communications center.

(4) Communicate any available information about an incident that occurred or is occurring at the location that resulted in the activation of the alarm.

(5) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

Sec. 7-7. Prohibited acts.

(a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(b) It shall be unlawful to install, maintain or use an audible alarm system which can sound continually for more than ten (10) minutes.

(c) It shall be unlawful if an activated emergency alarm has not been silenced by the user or their agent if the alarm sounds continuously or if the alarm sounds intermittently for more than thirty (30) minutes from the time a member of the Police Department has inspected the premises.

(d) It shall be unlawful to install, maintain or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Police Department.

(e) It shall be unlawful for any alarm company performing monitoring services to fail to make efforts to verify as legitimate every alarm signal, except a duress, holdup or fire alarm, while simultaneously requesting a police response to an alarm signal.

(f) Unless excepted pursuant to section 7-3(a), it shall be unlawful for any person to operate an alarm system without registering it and obtaining a permit from the City.

(g) It shall be unlawful for any person to fail to fulfill any requirements of this Chapter.

Sec. 7-8. Enforcement of provisions.

(a) *Failure to register.* Civil penalties for failure to register an alarm shall be assessed against residential and non-residential alarm users in the amount of one hundred dollars ($100.00). If the alarm user registers the alarm and pays the required registration fee within ten (10) days of the invoice date for failure to register, the penalty for failure to register the alarm shall be waived.

(b) Failure to report updated information. Civil penalties for failure to report a change in information on an alarm user's permit application within thirty (30) days shall be assessed a civil penalty in the amount of one hundred dollars ($100.00).

(c) *False alarm fines.* It is hereby found and determined that two (2) or more false alarms within a permit year is excessive, constitutes a public nuisance and shall be unlawful. Fines for false alarms within a permit year may be assessed against:

FALSE ALARM RESPONSE NUMBER	RESIDENTIAL	NON-RESIDENTIAL
Second false alarm	$75.00	$125.00
Third false alarm	$100.00	$150.00
Fourth false alarm	$125.00	$175.00
Fifth false alarms	$150.00	$200.00
Six or more false alarms	$200.00	$250.00

Residential shall include, but is not limited to: single family residences, multi-family residences, two-family duplex, townhomes, condominiums or other housing primarily used for living purposes.

(d) *Payment of civil penalty(ies) and fines.* Civil penalty(ies) and fines shall be due within thirty (30) days from the due date of the invoice.

(e) Should the civil penalty or fine remain unpaid for a period of thirty (30) days past the date of the notice of the invoice of the fine as provided in this Section, the City may send the unpaid fee/penalty to a City approved vendor for collections or may have a lien placed on all lands or premises of the property owner if payment is not received by the City. Such liens may be foreclosed by the City in a manner provided by law.

(f) *Discontinuance of law enforcement response.* The failure of an alarm user to make payment of any civil penalty(ies) or fine assessed under this Chapter within thirty (30) days from the due date of the invoice may result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until payment is received. In addition, failure to register and obtain an alarm permit may result in no law enforcement response to an unregistered alarm.

(g) *Other civil penalty(ies).* Violations not outlined in subsections 7-7(a), (b), (c), (d), and (e) will be enforced through the assessment of civil penalty(ies) in the amount of one hundred dollars ($100.00) per violation.

(h) *Collection of civil penalty(ies).* Civil penalty(ies) shall be due to the City as prescribed in an invoice.

Sec. 7-9. Cancellation.

Cancellation of an alarm permit shall be utilized by the alarm user when they disconnect their alarm or move from the property.

Sec. 7-10. Administrative Remedy.

As a condition precedent to filing an appeal under section 7-11, the alarm user shall first file a written request for reconsideration with the third party service vendor within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm program liaison, via the third party service vendor, shall render a written decision on the request for reconsideration within ten (10) business of receipt of the request. A request for reconsideration hereunder shall extend the time for filing an appeal for ten (10) business days following the decision by the alarm program liaison. There shall be no fee to request a reconsideration.

Sec. 7-11. Appeals.

(a) *Appeal process.* Assessments of civil penalty(ies) and other enforcement decisions made under this Chapter may be appealed by filing a written notice of appeal with the Wilton Manors Police Department, ATTN: Alarm Program Liaison within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision.

(b) *Administrative process.* Appeals shall be heard by a Special Magistrate during an administrative process established by the City. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. If the Special Magistrate dismisses the civil penalty(ies) and reverses the enforcement decision, the administrative fee shall be refunded to the alarm user.

(c) *Appeal standard.* The Special Magistrate shall review an appeal from the assessment of civil penalty(ies) or other enforcement decision using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the Special Magistrate shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision where warranted. The Special Magistrate's decision is subject to review by proceedings in the nature of certiorari. The decision of the Special Magistrate is final as to administrative remedies within the City, but does not preclude an appeal to any court of competent jurisdiction.

(d) *Fees and costs.* Fees and costs incurred either as service charges for false alarms, late fees, violations and/or appeal assessments shall constitute a lien against the premises to the same extent as a lien for special assessment, and with the same penalties and same rights of collection for foreclosure sale and forfeitures obtained for special assessment liens, and may be handled in that manner by the City. In lieu of this, the City may forward unpaid fees/penalties to a City approved vendor for collections. It shall be unlawful for any person to refuse or fail to pay any cost assessed pursuant to this Article. The refusal or failure to make payment within thirty (30) days of being notified of such expenses after assessment or once an appeal has been concluded shall constitute a separate offense against the City.

Sec. 7-12. Government immunity.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that law enforcement response may be influenced by factors such as: The

availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

RESOLUTION NO. 2026-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH ALARM PROGRAM SYSTEMS, LLC FOR A FALSE ALARM REDUCTION PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 20, 2025, the City issued a Request for Proposal ("RFP") 2025-03 for a False Alarm Reduction Program; and,

WHEREAS, on April 8, 2025, the City issued Addendum No. 1 to the RFP (the RFP and Addendum No. 1 are collectively referred to hereinafter as the "RFP"); and

WHEREAS, Alarm Program Systems, LLC ("Consultant"), in compliance with the bidding requirements announced by the City, submitted a response to the RFP dated April 16, 2025; and,

WHEREAS, on May 20, 2025, in accordance with the bidding requirements announced in the RFP, the City's Evaluation Committee ranked Consultant number 1, and thereafter negotiated to obtain the best and final pricing, and recommended that the City enter into this Agreement with Consultant; and

WHEREAS, on February 10, 2026, the City Commission accepted the Evaluation Committee's recommendation and approved entering into the Agreement; and

WHEREAS, the City Commission finds that it is in the best interests of the public to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THAT:

Section 1. The "WHEREAS" clauses set forth above are true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Wilton Manors hereby approves the terms and conditions of the Agreement with Alarm Program Systems, LLC, said Agreement having been submitted for consideration to the City Commission in written form.

Section 3. The proper City Officials of the City of Wilton Manors are hereby authorized and directed to execute said Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution 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 Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

(*Signature Page to Follow*)

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS 24th DAY OF FEBRUARY, 2026.

CITY OF WILTON MANORS, FLORIDA

By: _____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

MAYOR NEWTON	aye
VICE MAYOR CAPUTO	Absent
COMMISSIONER BRACCHI	aye
COMMISSIONER D'ARMINIO	aye
COMMISSIONER ROLLI	aye

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL
CITY ATTORNEY

AGREEMENT FOR FALSE ALARM REDUCTION PROGRAM

THIS IS AN AGREEMENT ("Agreement"), dated the 24th day of February, 2026, between:

> **THE CITY OF WILTON MANORS**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY,"
>
> and
>
> **ALARM PROGRAM SYSTEMS, LLC,** a California Limited Liability Company, hereinafter referred to as "CONSULTANT".
>
> CITY and CONSULTANT may each be referred to herein as "party" or collectively as "parties."

WITNESSETH:

WHEREAS, on March 20, 2025, the CITY issued a Request for Proposal ("RFP") 2025-03 for a False Alarm Reduction Program; and

WHEREAS, on April 8, 2025, the CITY issued Addendum No. 1 to the RFP (the RFP and Addendum No. 1 are collectively referred to hereinafter as the "RFP"); and

WHEREAS, CONSULTANT, in compliance with the bidding requirements announced by the CITY, submitted a response to the RFP dated April 16, 2025 ("Response"); and

WHEREAS, on May 20, 2025, in accordance with the bidding requirements announced in the RFP, the CITY's Evaluation Committee ranked CONSULTANT number 1 as having submitted the bid that had the highest score and was in the best interest of the CITY, and thereafter negotiated to obtain the best and final pricing, and recommended that the CITY enter into this Agreement with CONSULTANT; and

WHEREAS, the CITY Commission designated CONSULTANT as having submitted the bid that had the highest score to the CITY and authorized the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
SERVICES AND RESPONSIBILITIES

1.1 CONSULTANT shall perform the services set forth in the RFP ("Services"). The RFP and the Response are incorporated herein by this reference. The Services shall also be performed in

accordance with the Response. To the extent of any conflict, the provisions of this Agreement shall control over the RFP and the Response; the RFP shall control over the Response.

1.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, and all work performed under this Agreement shall be done in a professional manner.

1.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and resources to perform the Services to be provided by CONSULTANT pursuant to the terms of this Agreement.

1.4 CONSULTANT assumes professional and technical responsibility for performance of the Services to be provided hereunder in accordance with recognized professional standards.

1.5 CONSULTANT shall not utilize the services of any sub-consultant or sub-contractor without the prior written approval of CITY, unless the sub-consultant has been identified in the Response.

ARTICLE 2
TIME FOR PERFORMANCE

CONSULTANT shall perform and complete the Services during the Term in a timely manner in accordance with the RFP, and the Response. The Services include but are not limited to the services set forth in Section 2 of the RFP and in the Response.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 CITY agrees to compensate CONSULTANT for performing the Services, as amended or extended, in accordance with pricing and revenue-sharing structure set forth in Section 3.2 of this Agreement.

3.2 Method of Billing and Payment.

3.2.1 CONSULTANT shall invoice CITY on a monthly basis as follows:

3.2.1.2 The annual base rate shall be $12,000.00, billed to CITY at $1,000.00 a month with an annual gross program revenue threshold of $60,000.00. In years 4 and 5, in the event CITY exercises its option to renew, the annual base rate shall be $12,960.00, billed to CITY at $1,080.00 a month with an annual gross program revenue threshold of $60,000.00.

3.2.1.3 Once Gross Revenues exceed $60,000.00 in any year, the Revenue Split will be activated and in effect for any program revenues that exceed $60,000.00 in a calendar year based on total false alarm permit fees, false alarm permit renewal fees, false alarm fees, and any late or reinstatement permit fees billed & collected by CONSULTANT from alarm users or alarm companies ("Gross Revenues"). Gross Revenues collected over

$60,000.00 are split 80% to the City of Wilton Manors and 20% to CONSULTANT, respectively.

3.2.1.4 **Payment System**. Within five (5) days after the end of each month, CONSULTANT shall reconcile the prior month's deposits and prepare a monthly reconciliation statement (the "Invoice") reflecting: (i) Gross Revenues collected during the prior month; (ii) the $1,000 monthly base fee payable to CONSULTANT; (iii) any applicable Gross Revenue split payable to CONSULTANT; and (iv) the CITY's net revenue due. The Invoice is provided to the CITY solely for review and approval and does not constitute a request for payment by the CITY. Upon the CITY's approval of the Invoice, CONSULTANT shall initiate an ACH transfer of the CITY's net revenue to the CITY's designated bank account within ten (10) days of such approval.

ARTICLE 4
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY may request changes that would increase, decrease or otherwise modify the Scope of Services set forth in the RFP and to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 5
MISCELLANEOUS

5.1 Ownership of Documents. All finished or unfinished documents, data, reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

5.2 Term and Termination.

5.2.1 This Agreement shall take effect as of the date of execution as shown herein below and the initial contract term is for three (3) years ("Term"). The City will have the option to extend the Term at its sole discretion for two (2), one-year (1-year) renewal terms for a maximum term of five (5) years.

5.2.2 This Agreement may be terminated by CITY for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT, or by CONSULTANT, upon six (6) months written notice by the CONSULTANT to CITY, in which event the CONSULTANT shall be paid its compensation for services performed to the termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated due to a breach of this Agreement, it shall indemnify the CITY against any loss pertaining to the termination. In the event CITY terminates this Agreement due to CONSULTANT'S default, or in the event CONSULTANT abandons this Agreement,

CONSULTANT shall be liable to CITY for all damages. In the event CITY terminates this Agreement due to CONSULTANT'S default, or in the event that CONSULTANT abandons this Agreement, CITY shall have no further obligation to pay any compensation to CONSULTANT. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

5.2.3 In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach to CONSULTANT and CONSULTANT shall have ten (10) days from the date the notice is received sent to cure the default. If CONSULTANT fails to cure within the ten (10) days, the CITY Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

1. The quality of a portion or all of the CONSULTANT's work not being in accordance with the requirements of this Agreement;
2. The quantity of the CONSULTANT's work not being as represented in the CONSULTANT's Payment Request, or otherwise;
3. The CONSULTANT's rate of progress being such that, in the CITY's opinion, substantial or final completion, or both, may be inexcusably delayed;
4. The CONSULTANT's failure to use Agreement funds, previously paid the CONSULTANT by the CITY, to pay CONSULTANT's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the CITY or its property;
6. Loss caused by the CONSULTANT; or
7. The CONSULTANT's failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.

5.2.4 In the event that the CITY makes written demand upon the CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, the CONSULTANT shall promptly comply with such demand. The CITY's rights hereunder survive the termination or expiration of this Agreement, and shall not be waived by final payment and/or acceptance.

5.2.5 In the event the CITY breaches the Agreement, the CONSULTANT shall provide written notice of the breach to the CITY and CITY shall have 30 days from the date of receipt to cure the default.

5.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries for any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any expenses based upon such entries.

5.4 Access to Records. Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.

5.5 Indemnification.

See paragraph 5.14 of the RFP. This paragraph shall survive the expiration or termination of this Agreement.

5.6 Insurance.

5.6.1 The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and as set forth in paragraph 5.11 of the RFP (except as modified by this Agreement) and such insurance has been approved by the City Manager of the CITY nor shall the CONSULTANT allow any subcontractor or sub-consultant to commence work on its sub-contract without prior written consent of the CITY and until all similar such insurance required of the subcontractor or sub-consultant has been obtained and approved.

5.6.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Clerk prior to the commencement of the Services. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY, or such other notice as is required in the insurance policy. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.6.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide..

5.6.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

5.6.5 REQUIRED INSURANCE. See paragraph 5.11 of the RFP.

The CONSULTANT shall hold the CITY, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

5.7 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agree that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY, and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

5.8 Assignments; Amendments.

5.8.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run in favor of the CITY and its successors and assigns.

5.8.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.9 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or

making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

5.10 Scrutinized Companies. CONSULTANT, its principals or owners, certify that they do not Participate in a boycott of Israel, are not listed on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.10.1. $100,000.00 or more if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.10.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.10.2.1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to §215.473, Florida Statutes; or

5.10.2.2. Is engaged in business operations in Cuba or Syria.

5.11 Tariff-Related Cost Adjustments. The CONSULTANT acknowledges that all prices quoted and agreed upon herein are inclusive of any existing or anticipated tariffs, duties, taxes, or similar levies. In the event the CONSULTANT seeks to impose additional fees due to newly imposed tariffs, such requests shall not be honored unless the Contractor provides clear and convincing documentation that:

5.11.1 The affected goods were procured after the implementation date of the tariff in question;

5.11.2 The CONSULTANT submits official government or Customs documentation clearly evidencing the imposed tariff and the applicable tariff rate;

5.11.3 The CONSULTANT provides verifiable proof (e.g., dated purchase orders, supplier invoices) showing the purchase date and country of origin of the goods; and

5.11.4 The CONSULTANT certifies that a good-faith effort was made to source the same or substantially similar items from countries not subject to such tariffs, and provides documentation demonstrating such efforts.

Failure to provide adequate and verifiable documentation, as determined solely by the CITY, shall result in denial of the tariff-related fee request. This clause shall not be construed as a guarantee or acceptance of any surcharge due to tariffs unless fully compliant with the above conditions.

5.12 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305

COPY TO: City Attorney
Kerry L. Ezrol, Esquire
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT: Alarm Program Systems, LLC
Attn: Jim Huchingson, CEO
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523

5.13 Transition Services and Return of Data. If either CONSULTANT or CITY deliver a Notice of Termination to the other party, or at least 30 days prior to the expiration or termination of the Agreement, each party will promptly designate a senior level leader to represent such party in the development of a transition services plan. The designated representatives of each party will meet to begin to design such transition services plan as soon as reasonably practicable following the date of the Notice of Termination and in any event at least 30 days prior to the effective date of the termination of the Agreement. The purpose of the transition service plan will be to enable CITY to transition, before or after the effective date of termination, the services to other third party providers or resources. CONSULTANT and CITY further agree that any such transition services plan shall, at a minimum, provide terms to facilitate CONSULTANT's performance of its obligations in the provision of services under this Agreement. In furtherance of such transition services plan, CONSULTANT shall cooperate with CITY in transitioning performance of the services to CITY or to any third party service provider designated by CITY. CONSULTANT shall return all copies of all CITY data, materials, and information in the possession or control of CONSULTANT without exclusion to CITY covering a minimum of seven years in such open and migration friendly form or format as reasonably requested by CITY (including but not limited to the following formats: .csv tables, full SQL databases, or whatever database schema is in use at the time of expiration or termination). CONSULTANT shall not retain any copies of such CITY data, materials or information except as required by law. This provision shall survive termination or expiration of this Agreement.

5.14 Data Security and Confidentiality. The CONSULTANT shall provide immediate notice to the City Manager and Director of Human Resources and Risk Management in the event it becomes aware of any security breach, any unauthorized transmission of CITY Data as described below. Except as required by law or legal process and after notice to the CITY, the CONSULTANT shall not divulge to third parties any confidential information obtained by the CONSULTANT or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the CITY.

a. Loss of Data
In the event of loss of any CITY data or record where such loss is due to the negligence of the CONSULTANT or any of its subcontractors or agents, the CONSULTANT, to the best of its ability, shall be responsible for recreating such lost data in the manner and on the schedule set by the CITY at the CONSULTANT's sole expense.

b. Data Protection
No CITY data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America by CONSULTANT, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to CITY Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

5.15 Security of Confidential Personal Information.
The CONSULTANT must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of the CITY, CONSULTANT and CONSULTANT's employees shall not divulge to third parties any confidential information obtained by CONSULTANT or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work on this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the CITY. If CONSULTANT or CONSULTANT's employees have access to confidential information in order to fulfill CONSULTANT's obligations under this Agreement, CONSULTANT agrees to abide by all applicable CITY Information Technology Security procedures and policies. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of CITY information in CONSULTANT's possession. CONSULTANT shall make a report to the CITY not more than seven (7) business days after CONSULTANT learns of such use or disclosure.

CONSULTANT's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CONSULTANT has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CONSULTANT has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event a "Security Incident" also includes a "breach of security", as defined by section 501.171, F.S., as amended, concerning confidential personal information involved with this Agreement, CONSULTANT shall comply with section 501.171, F.S. When notification to affected persons is required under this section of the statute, CONSULTANT shall provide that notification, but only after receipt of the CITY's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information.

5.16 Compliance with Laws. CONSULTANT hereby warrants and agrees, that at all times material to the Agreement, CONSULTANT shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of the Agreement.

5.17 Sovereign Immunity. Nothing contained the Agreement, nor contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

5.18 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by CONSULTANT in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by CITY, and CONSULTANT hereby transfers to CITY all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of CITY and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days after expiration or termination.

5.19 Prohibited Telecommunications. CONSULTANT represents and certifies that CONSULTANT and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

5.20 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5.21 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

5.22 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

5.23 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

5.24 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

5.25 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

5.26 Waiver of Jury Trial. The Parties hereby waives trial by jury in any action, proceeding or counterclaim brought by any party against another party on any matter arising out of or in any way connected with this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

5.27 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

5.28 Execution. The Agreement may be executed and distributed by facsimile or electronically by pdf and a copy of the Agreement executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

ELIZABETH BECKFORD, MMC
CITY CLERK

CITY

BY: _____
SCOTT NEWTON, MAYOR

DATE: 2/24/26

APPROVED AS TO FORM

/s/ Kerry L. Ezrol
KERRY L. EZROL
CITY ATTORNEY

CONSULTANT

WITNESSED BY:

Signature

Brett Glass

Print Name

Signature

Kylie Lynn

Print Name

ALARM PROGRAM SYSTEMS, LLC, a California Limited Liability Company

BY: _____

Jim Huchingson, CEO

STATE OF CA)
COUNTY OF Contra Costa)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of Jan., 2026 by Jim Huchingson, as CEO of ALARM PROGRAM SYSTEMS, LLC, a California Limited Liability Company, ☐ who is personally known to me or ☒ has produced CA Drivers license as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 14th day of January, 2026.

(SEAL)

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

NOTARY PUBLIC

Kylie Lynn

4939-1349-0311, v. 1

Chapter 7 ALARM SYSTEMS[1]

Sec. 7-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm administrator shall mean a person, persons, or third-party service vendor designated by the City to administer, control and review false alarm reduction efforts and to administer the provisions of this Chapter.

Alarm company shall mean a person subject to the licensing requirements of F.S. § 489.505 and/or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems.

Alarm permit shall mean a permit issued by the City allowing the operation of an alarm system within the City.

Alarm program liaison shall mean an employee of the city who has been assigned to be the liaison with a third-party service vendor.

Alarm signal shall mean a detectable signal; audible, visual, or electronically, generated by an alarm system, to which law enforcement is, requested to respond.

Alarm system shall mean any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, domestic violence alarms or alarms designed to elicit a medical response.

Alarm systems program shall mean a program that aims to reduce the number of false alarms by encouraging proper use, installation, and maintenance of alarm systems.

Alarm user shall mean any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Automatic dial protection device shall mean an automatic dialing device or an automatic telephone dialing alarm system and shall include any system which, upon being activated, automatically initiates to the Police Department a recorded message or code signal indicating a need for law enforcement response.

Business days shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding federal holidays.

Cancellation shall mean the process where response is terminated when the alarm company (designated by the alarm user) notifies the Police Department that there is not an existing situation at the alarm site requiring

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[1]Ord. No. 2024-012, § 2, Dec. 10, 2024, amended Ch. 7 in its entirety and enacted a new Ch. 7 to read as set out herein. Former Ch. 7, §§ 7-1—7-10 pertained to similar subject matter and derived from Ord. No. 703, § 1, adopted Dec. 10, 1991; Ord. No. 931, §§ 2, 3, adopted Apr. 8, 2008; and Ord. No. 2022-008, § 5, adopted May 10, 2022.

Cross reference(s)—Code enforcement, § 2-66 et seq.; buildings and building regulations, Ch. 5; fire prevention and protection, Ch. 8; licenses and business regulations, Ch. 10; police, Ch. 15; fire hydrant installation, § 20-41.

police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

City shall mean the City of Wilton Manors.

False alarm shall mean the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation or the negligence of the alarm user, their employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or their agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Police Department, evidence indicates that no unauthorized entry, robbery or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

Local alarm shall mean an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Monitoring shall mean to receive electrical or electronic signals originating from any structure within the City, where such signals are produced by any alarm system to which law enforcement is requested to respond.

Non-residential includes, but is not limited to: small business concerns, churches, schools, pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, hotels and motels and nursing homes.

Permit year shall mean the one-year period beginning the day and month on which the alarm permit is issued.

Runaway alarm shall mean an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

Self-monitored alarm system shall mean an alarm system that is managed and monitored by a property owner or alarm user without the involvement of an alarm company.

Third-party service vendor shall mean a company or individual that provides services to the City but is not directly part of the City.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-2. Third-party service vendor.

The City may procure a third-party service vendor to process alarm registrations, issuance of alarm certificates, and for the collection of any applicable fees, penalties and late charges, or otherwise to manage an alarm systems program.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-3. Alarm permit.

(a) *Exemption.* Self-monitored alarm systems are exempt from permit requirements unless one (1) false alarm occurs at the property where the alarm is installed. Should one (1) false alarm occur that prompts a police response at a property of this nature, the exemption is forfeited indefinitely, and the requirements of this Chapter shall apply to the alarm user.

(b) *Permit required.* No person shall use an alarm system without first obtaining a permit from the City for such alarm system, and paying the registration fee or renewal fee as prescribed in the City's Consolidated Fee Schedule. A fee is required for annual renewals, by the day and month on which the alarm permit was issued to be paid to the City. The renewal fee shall be waived if there are no reports of a false alarm for the alarm user during the preceding permit year; however, the alarm user shall be responsible for submitting updated registration information. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.

(c) *Application.* The permit shall be requested on an application form or online application portal provided by the City. An alarm user has the duty to obtain an application or seek out the online application portal from the City.

(d) *Transfer of possession.* When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within thirty (30) days of obtaining possession of the property. Alarm permits are not transferable.

(e) *Reporting updated information.* Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City within thirty (30) days of the change. In addition, each year after the issuance of the permit, permit holders will receive notice from the City or third-party service vendor requesting updated information. The permit holder shall complete and submit this information to the City or third-party service vendor when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.

(f) *Multiple alarm systems.* If an alarm user has one (1) or more alarm systems protecting two (2) or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-4. Duties of the alarm user.

An alarm user shall:

(1) Obtain an alarm permit;

(2) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms;

(3) Provide the alarm company the permit number that can be provided to the police communications dispatch system;

(4) Deactivate or cause the deactivation of the alarm system within thirty (30) minutes of a false alarm activation;

(5) Respond or cause a representative to respond to the alarm system's location within sixty (60) minutes when requested by the Police Department;

(6) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by the alarm system provider; and

(7) Obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-5. Use of licensed contractors.

A registered alarm owner or person in control of an alarm system shall not contract or retain an alarm company which is not properly licensed. Unlicensed alarm contracting is a violation of Florida Statutes and punishable by fine and/or imprisonment.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-6. Duties of an alarm company.

An alarm company performing monitoring services shall:

(1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid while simultaneously requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.

(2) Provide alarm user registration number to the police communications dispatch center to facilitate dispatch and/or cancellations.

(3) Communicate any available information about the location of the alarm to the communications center.

(4) Communicate any available information about an incident that occurred or is occurring at the location that resulted in the activation of the alarm.

(5) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-7. Prohibited acts.

(a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(b) It shall be unlawful to install, maintain or use an audible alarm system which can sound continually for more than ten (10) minutes.

(c) It shall be unlawful if an activated emergency alarm has not been silenced by the user or their agent if the alarm sounds continuously or if the alarm sounds intermittently for more than thirty (30) minutes from the time a member of the Police Department has inspected the premises.

(d) It shall be unlawful to install, maintain or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Police Department.

(e) It shall be unlawful for any alarm company performing monitoring services to fail to make efforts to verify as legitimate every alarm signal, except a duress, holdup or fire alarm, while simultaneously requesting a police response to an alarm signal.

(f) Unless excepted pursuant to Section 7-3(a), it shall be unlawful for any person to operate an alarm system without registering it and obtaining a permit from the City.

(g) It shall be unlawful for any person to fail to fulfill any requirements of this Chapter.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-8. Enforcement of provisions.

(a) *Failure to register.* Civil penalties for failure to register an alarm shall be assessed against residential and non-residential alarm users in the amount of one hundred dollars ($100.00). If the alarm user registers the alarm and pays the required registration fee within ten (10) days of the invoice date for failure to register, the penalty for failure to register the alarm shall be waived.

(b) Failure to report updated information. Civil penalties for failure to report a change in information on an alarm user's permit application within thirty (30) days shall be assessed a civil penalty in the amount of one hundred dollars ($100.00).

(c) *False alarm fines.* It is hereby found and determined that two (2) or more false alarms within a permit year is excessive, constitutes a public nuisance and shall be unlawful. Fines for false alarms within a permit year may be assessed against:

False Alarm Response Number	Residential	Non-Residential
Second false alarm	$75.00	$125.00
Third false alarm	$100.00	$150.00
Fourth false alarm	$125.00	$175.00
Fifth false alarms	$150.00	$200.00
Six or more false alarms	$200.00	$250.00

Residential shall include, but is not limited to: single-family residences, multi-family residences, two-family duplex, townhomes, condominiums or other housing primarily used for living purposes.

(d) *Payment of civil penalty(ies) and fines.* Civil penalty(ies) and fines shall be due within thirty (30) days from the due date of the invoice.

(e) Should the civil penalty or fine remain unpaid for a period of thirty (30) days past the date of the notice of the invoice of the fine as provided in this Section, the City may send the unpaid fee/penalty to a City-approved vendor for collections or may have a lien placed on all lands or premises of the property owner if payment is not received by the City. Such liens may be foreclosed by the City in a manner provided by law.

(f) *Discontinuance of law enforcement response.* The failure of an alarm user to make payment of any civil penalty(ies) or fine assessed under this Chapter within thirty (30) days from the due date of the invoice may result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until payment is received. In addition, failure to register and obtain an alarm permit may result in no law enforcement response to an unregistered alarm.

(g) *Other civil penalty(ies).* Violations not outlined in subsections 7-7(a), (b), (c), (d), and (e) will be enforced through the assessment of civil penalty(ies) in the amount of one hundred dollars ($100.00) per violation.

(h) *Collection of civil penalty(ies).* Civil penalty(ies) shall be due to the City as prescribed in an invoice.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-9. Cancellation.

Cancellation of an alarm permit shall be utilized by the alarm user when they disconnect their alarm or move from the property.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-10. Administrative remedy.

As a condition precedent to filing an appeal under section 7-11, the alarm user shall first file a written request for reconsideration with the third-party service vendor within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm program liaison, via the third-party service vendor, shall render a written decision on the request for reconsideration within ten (10) business days of receipt of the request. A request for reconsideration hereunder shall extend the time for filing an appeal for ten (10) business days following the decision by the alarm program liaison. There shall be no fee to request a reconsideration.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-11. Appeals.

(a) *Appeal process.* Assessments of civil penalty(ies) and other enforcement decisions made under this Chapter may be appealed by filing a written notice of appeal with the Wilton Manors Police Department, ATTN: Alarm Program Liaison within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision.

(b) *Administrative process.* Appeals shall be heard by a Special Magistrate during an administrative process established by the City. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. If the Special Magistrate dismisses the civil penalty(ies) and reverses the enforcement decision, the administrative fee shall be refunded to the alarm user.

(c) *Appeal standard.* The Special Magistrate shall review an appeal from the assessment of civil penalty(ies) or other enforcement decision using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the Special Magistrate shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision where warranted. The Special Magistrate's decision is subject to review by proceedings in the nature of certiorari. The decision of the Special Magistrate is final as to administrative remedies within the City, but does not preclude an appeal to any court of competent jurisdiction.

(d) *Fees and costs.* Fees and costs incurred either as service charges for false alarms, late fees, violations and/or appeal assessments shall constitute a lien against the premises to the same extent as a lien for special assessment, and with the same penalties and same rights of collection for foreclosure sale and forfeitures obtained for special assessment liens, and may be handled in that manner by the City. In lieu of this, the City may forward unpaid fees/penalties to a City-approved vendor for collections. It shall be unlawful for any person to refuse or fail to pay any cost assessed pursuant to this Article. The refusal or failure to make payment within thirty (30) days of being notified of such expenses after assessment or once an appeal has been concluded shall constitute a separate offense against the City.

(Ord. No. 2024-012, § 2, 12-10-24)

Sec. 7-12. Government immunity.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that law enforcement response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

(Ord. No. 2024-012, § 2, 12-10-24)

Ord. No. 2024-012, § 2, adopted Dec. 10, 2024, set out provisions intended for use as § 7-11. Inasmuch as there were already provisions so designated, said section has been codified herein as § 7-12 at the discretion of the editor.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Certificate Department
Newfront Insurance Services, LLC	**PHONE (A/C, No, Ext):** (415) 754-3635 **FAX (A/C, No):**
777 Mariners Island Blvd	**E-MAIL ADDRESS:** certs@newfront.com
Suite 250	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
San Mateo CA 94404	**INSURER A:** Hartford Casualty Insurance Company 29424
INSURED	**INSURER B:** Hartford Casualty Insurance Company 29424
Alarm Program Systems LLC	**INSURER C:** Houston Casualty Company 42374
	INSURER D:
367 Civic Drive, Suite 10	**INSURER E:**
Pleasant Hill CA 94523	**INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		57 SBA BL7JXP	05/26/2025	05/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			57 SBA BL7JXP	05/26/2025	05/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57 WEC AE0DM5	10/11/2024	10/11/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber E&O			H24TG31559-04	11/16/2024	11/16/2025	Each Occurrence Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wilton Manors, its officers, officials, employees, and volunteers are included as an additional insured as required by a written contract with respect to General Liability. Coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER

City of Wilton Manors

2020 Wilton Drive

Wilton Manors FL 33305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE HARTFORD

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C.** Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **Medical Expenses**

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **Coverage Extension - Supplementary Payments**

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1)**, **(2)**, **(3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Employees And Volunteer Workers

   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":
      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
      (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   (2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. **Transfer Of Rights Of Recovery Against Others To Us**

   a. **Transfer Of Rights Of Recovery**

   If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

   If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:
    a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.
    b. A sidetrack agreement;
    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
    d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    e. An elevator maintenance agreement; or
    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

       Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

       However, Paragraph **f.** does not include that part of any contract or agreement:

       (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
           (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
           (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Unmanned aircraft" means an aircraft that is not:
    a. Designed;
    b. Manufactured; or
    c. Modified after manufacture;

    to be controlled directly by a person from within or on the aircraft.
24. "Volunteer worker" means a person who:
    a. Is not your "employee";
    b. Donates his or her work;
    c. Acts at the direction of and within the scope of duties determined by you; and
    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
25. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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TO: City Commission via Leigh Ann Henderson, City Manager

FROM: Gary Blocker, Chief of Police

DATE: February 10, 2026

REF: False Alarm Reduction Program – Outsourcing Program Management

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The purpose of the City's Alarm Systems ordinance is to ensure proper alarm use, reduce unnecessary police responses, and preserve public safety resources. As demonstrated in our prior analyses and presentations to the Commission, false alarms remain a significant operational and financial burden on the Police Department, with 73–80% of all alarm activations in recent years determined to be false.

These false responses routinely require at least two officers to conduct building checks, resulting in hundreds of staff hours and tens of thousands of dollars in costs each year—resources diverted from genuine emergency calls and proactive policing efforts.

Historically, the City's False Alarm Reduction Program relied on administrative staff, requiring approximately 576 hours annually to manage registration, billing, compliance, and enforcement functions.

Due to staffing shortages and competing "Quality of Life" priorities within the Code Compliance Unit, the program became dormant, causing false alarms to continue without any management structure.

Following industry research and an evaluation of our false alarm data from 2019–2025, outsourcing program management has emerged as the most efficient, cost-effective, and sustainable solution. Specialized false alarm management firms offer comprehensive services—including user education, auditing, enforcement, and fine administration—that are proven to reduce false alarm frequency and enhance compliance.

Based on our analyses, outsourcing would not only professionalize program administration but also produce meaningful cost recovery and operational savings. Under the current fine and fee structures, projected revenue models indicate that the City can offset the cost of police responses to false alarms and potentially generate positive net revenue for reinvestment in public safety priorities

In alignment with our desire to evaluate opportunities for outsourcing administrative functions, and pursuant to the recently completed formal Request for Proposal (RFP) process, staff recommends contracting with Alarm Program Systems, LLC for false alarm reduction program management services. Subsequent to request for proposal processes, staff determined Alarm Program Systems (APS) offers the strongest solution among the three vendors evaluated. APS will administer, operate, and maintain the City's False Alarm Reduction Program in compliance with the City's alarm ordinance, providing all systems, staffing, technology, and support necessary to manage alarm registrations, false alarm tracking, billing, payments, appeals, reporting, and public education. Services include secure data

management; integration with the City's CAD and dispatch systems; account reconciliation and auditing; customer service via mail, phone, email, and web; ordinance compliance support; public awareness initiatives; and proactive identification and mitigation of high-frequency false alarm users, all delivered through a secure, City-branded platform tailored to the City's operational needs. This partnership will modernize our program, reduce preventable demands on police resources, ensure consistent enforcement, and support improved community safety outcomes.

Staff respectfully recommends approval of this agenda item. Thank you!

Data Points and Projected Revenue Share

Percentage of Alarms Declared False in Wilton Manors - 2019 - 2025

Year	Total Alarms	False Alarms	% Alarms That are False
2019	765	570	75%
2020	659	480	73%
2021	616	484	79%
2022	532	394	74%
2023	635	488	77%
2024	404	325	80%
2025	240	176	73%

False Alarm Response Costs - 2019 - 2025

Year	False Alarms	Time Spent	Police Officer[t]	Police Officer[t]	Estimated Response Cost	Cost per False Alarm
2019	570	217.5 hrs	$12,563	$12,563	$25,126	$44
2020	480	198.25 hrs	$11,451	$11,451	$22,902	$48
2021	484	233.25 hrs	$13,473	$13,473	$26,946	$56
2022	394	165.5 hrs	$9,559	$9,559	$19,118	$49
2023	488	207.5 hrs	$11,985	$11,985	$23,970	$49
2024	325	148.25 hrs	$8,563	$8,563	$17,126	$53
2025	176	72.75 hrs	$4,173	$4,173	$8,346	$47

[t] *Total compensation at a median rate for a police officer at $57.76.*

False Alarm Reduction Program Fine Projections – Based on 2021 – 2025 false alarm data.

# F.A.'s	Cumulative Fine Amounts	2021	Fines	2022	Fines	2023	Fines	2024	Fines	2025	Fines
1	$0	167	$0	148	$0	195	$0	143	$0	47	$0
2	$75	46	$3,450	39	$2,925	35	$2,625	38	$3,800	19	$2,075
3	$175	11	$1,925	14	$2,450	16	$2,800	11	$2,925	4	$1,275
4	$300	7	$2,100	5	$1,500	6	$1,800	12	$5,250	-	-
5	$450	8	$3,600	5	$2,250	3	$1,350	3	$1,950	4	$2,600
6	$650	1	$650	2	$1,300	2	$1,300	3	$2,700	1	$900
7	$850	4	$3,400	-	-	1	$850	-	-	1	$1,150
8	$1,050	3	$3,150	1	$1,050	-	-	1	$1,400	-	-
9	$1,250	2	$2,500	4	$5,000	2	$2,500	1	$1,650	1	$1,650
10	$1,450	1	$1,450	-	-	1	$1,450	-	-	-	-
11	$1,650	1	$1,650	1	$1,650	1	$1,650	-	-	1	$2,150
12	$1,850	1	$1,850	-	-	-	-	-	-		
13	$2,050	-	-	-	-	1	$2,050	-	-		
14	$2,250	1	$2,250	-	-	-	-	1	$2,900		
15	$2,450	-	-	1	$2,450	-	-	-	-		
17	$2,850	-	-	-	-	1	$2,850	-	-		
19	$3,250	-	-	-	-	1	$3,250	-	-		
22	$4,900	-	-	-	-	-	-	-	-	1	$4,900
29	$5,250	-	-	-	-	1	$5,250	-	-	-	-
TOTALS		**2021**	**$27,975**	**2022**	**$20,575**	**2023**	**$29,725**	**2024**	**$22,575**	**2025**	**$16,700**

Projected Alarm Annual Renewals

Year	Projected Registrations	Fee	Total
2021	253	$50	$12,650
2022	220	$50	$11,000
2023	266	$50	$13,300
2024	213	$50	$10,650
2025	79	$50	$3,950
3-Year Average			**$9,300**

Projected Revenue Share – Using 3-Year Averages (2023 – 2025)

Year	Projected Registrations
Renewal Fees	$9,300
Fines	$23,000
APS	$12,000
City of Wilton Manors	$20,300

Note: The annual base rate shall be $12,000.00, billed to City at $1,000.00 a month with an annual gross program revenue threshold of $60,000.00. In years 4 and 5, in the event CITY exercises its option to renew, the annual base rate shall be $12,960.00, billed to CITY at $1,080.00 a month with an annual gross program revenue threshold of $60,000.00. Once Gross Revenues exceed $60,000.00 in any year, the Revenue Split will be activated and in effect for any program revenues that exceed $60,000.00 in a calendar year based on total false alarm permit fees, false alarm permit renewal fees, false alarm fees, and any late or reinstatement permit fees billed & collected by APS from alarm users or alarm companies ("Gross Revenues"). Gross Revenues collected over $60,000.00 are split 80% to the City of Wilton Manors and 20% to APS, respectively.

Exhibit B

WILTON MANORS, FL

FALSE ALARM REDUCTION PROGRAM

RFP# 2025-03

PROPOSAL

SUBMITTAL DATE: 4/16/2025

Alarm Program Systems LLC.
367 Civic Drive - Suite 10
Pleasant Hill, CA 94523
Phone: 510-267-0414
www.alarmprogramsystems.com

Table of Contents

Transmittal Letter 3

Executive Summary 4

General Information 7

Approach - Understanding 9

Approach – Project Team 14

Approach - Scope 18

Experience & Qualifications 38

Cost Proposal 44

Attachments and Affidavits 46

Transmittal Letter

Alarm Program Systems LLC

To: City of Wilton Manors, City Clerk

Subject: Transmittal Letter for RFP #2025-03

To Whom It May Concern,

On behalf of Alarm Program Systems LLC, I am pleased to submit this letter to confirm our review and acceptance of all terms and conditions outlined in RFP #2025-03.

This transmittal serves as formal confirmation of our intent to meet the terms and conditions specified in the RFP. This letter is signed by the undersigned as a duly authorized representative of Alarm Program Systems LLC.

There are not conflicts of interest in the submission of this proposal.

Sincerely,



Jim Huchingson
President Alarm Program Systems LLC

City Clerk
RFP#: 2025-03
City of Wilton Manors
220 Wilton Drive
Wilton Manors, FL 33305

City Clerk:

Alarm Program Systems LLC. [APS] is pleased to present the City of Wilton Manors with a proposal to manage its alarm program in response to RFP# 2025-03. We are confident that our company can be a thoughtful and effective partner in your city's goal to efficiently manage its alarm ordinance.

The APS value proposition is simple:

- We are the only nationwide solutions provider currently primarily focused on alarm ordinance management.
- We offer a 100% web-based CRM platform built on Salesforce.com that provides flexible industry-leading capability.
- We have the size, focus and processes to provide clearly superior service to any alternative in the marketplace.

APS is headquartered in the San Francisco Bay Area and currently administers programs for 61 agencies. Our company handles 310,000+ alarm permits and processes 5,000+ false alarms monthly across its partner base. Over the course of our 10-year history, we've managed growth with a close attention to our core mission to provide the best service in this market segment. We've established by reputation a platform robust enough to maintain this standard from agencies servicing upwards of 800,000 citizens down to those servicing under 20,000.

The APS application is a 100% cloud-based solution that enables collaboration, integration and automation between business units across multiple departments - creating a true municipal agency and citizen engagement solution. All program information is highly secure, stable, and accessible in real time from any device. From the front-end citizen portal to the back end administrative interface, APS can leverage an industry leading technology stack to ensure that our product offering is constantly improving at the pace of current technology.

On the service side, APS features an experienced customer support team that is well versed in all aspects in the management of an alarm program. Our staff will be trained on both Wilton Manors' Alarm Ordinance and the manor in which the city want's it administered. To ensure that we operate as an effective face forward for our partner agencies, APS places a strong priority on responsive support via phone and email during all business hours. Additionally, our focused in person outreach to problem alarm sites has demonstrated effectiveness in both reducing aggregate false alarms while improving collection metrics.

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We believe the APS solution can help Wilton Manors significantly lower embedded agency costs, heighten public awareness, increase program revenues, meaningfully reduce false alarms, and free up valuable resources for public safety.

Please do not hesitate to contact us if you have any questions.

Sincerely,

Jim Huchingson

President

Alarm Program Systems LLC.
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523



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GENERAL INFORMATION

Identification of Proposer

Alarm Program Systems LLC
California Registered LLC – Partnership
CA Secretary of State #: 201206710177

367 Civic Drive, Suite 10
Pleasant Hill, CA 94523
925-718-1090
9AM-8PM EST, M-F

EIN: 45-4806530

Signer of Transmittal Letter:

Jim Huchingson, President
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523
jim@alarmprogramsystems.com
510-267-0414

APS Contact for Proposal:

Brett Glass, Vice President of Operations
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523
brett@alarmprogramsystems.com
925-788-2346

APPROACH - UNDERSTANDING

Solution Overview

Based on the sizing of Wilton Manors' false alarm program, APS is confident that we can deliver a successful transition of program administration within four [4] weeks. The APS implementation will have very little impact on Wilton Manors resources.

APS will assign a project team rich in experience. Additionally, each of the members—from Project Manager, Technical Manager and Customer Support —are all principals who will be giving their full attention to a mutually successful deployment. Wilton Manors will have our undivided attention. Jim Huchingson, President, will serve as the dedicated Project Manager.

Alarm Program Systems will provide Wilton Manors with a 100% web-based application that requires no hardware or software to be purchased. APS is prepared to work with all defined city personnel to ensure a to approach and successful implementation.

- ❑ APS shall, consistent with Wilton Manors' current alarm ordinance and any future amendments, provide, operate, and maintain Wilton Manors' Alarm Management Program. More specifically, we shall develop, provide, operate, and maintain the systems necessary to communicate with Wilton Manors' designated officials, Alarm Companies, Police Department, Fire Department and those members of its citizenry affected by the alarm ordinance.

- ❑ The APS platform will be tailored to fit Wilton Manors' particular needs and objectives, and it will perform all functions necessary to satisfy same. It will acquire, access, assimilate, produce, record and store data relevant to the operation of Wilton Manors' Alarm Management Program. It will generate and issue notices, permits and billing statements; track accounts receivables, account histories (including hearings and appeals); and generate reports.

- ❑ APS will provide accounting reconciliation services and accounting reports for all billing pursuant to Generally Accepted Accounting Principals monthly. This shall include monthly auditing to ensure accuracy. Said reports and all supporting documents will be submitted to the city within ten business days of month’s end.

- ❑ APS will securely import all existing alarm program records (permits, billings, payments/history, fees outstanding, etc.) from Wilton Manors' current vendor and use it to populate live permit accounts with corresponding historical record of billings, payments, & false alarms.

- ❑ APS will notify households, businesses, and alarm service providers of alarm ordinance existence and requirements, using city-generated templates and language as required.

- ❑ APS will generate and issue notices, permits and billing statements; track accounts receivables; and generate reports.

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- ❑ APS will establish an interface protocol with Wilton Manors' current CAD vendor and collect alarm call data weekly, or as otherwise required by Wilton Manors. We will provide for a secure, encrypted transmission of this data.

- ❑ APS will perform billing and payment collection functions consistent with the terms of Wilton Manors' alarm ordinance. We will send written notice to alarm users who generate false alarms and actively pursue those who are delinquent in making their required payments.

- ❑ APS will provide an online alarm user portal where households and businesses can obtain and renew alarm permits, pay billings, view their alarm activity, view Wilton Manors' alarm ordinance, update account information, and review FAQ's and responses thereto.

- ❑ APS will maintain a local telephone number (M-F, 9am-6pm EST) that individuals may call to speak with someone about the specific details of their bills or to ask about the alarm permit program in general. Additionally, inquiries may be submitted via email and a timely response will be delivered to each inquiry received.

- ❑ APS will provide Wilton Manors with 24-hour emergency telephone number where an APS associate can be always reached.

- ❑ APS will provide training to Wilton Manors employees engaged in the operation and/or oversight of Wilton Manors' Alarm Management Program.

- ❑ APS will provide Wilton Manors with secure, online access to alarm management information, including, but not limited to, reports produced by Wilton Manors-defined search criteria.

- ❑ APS will produce and deliver reports to Wilton Manors in a timely manner as required or requested by the city, including, but not limited to, auto-notifications.

- ❑ Our system can generate and producing reports based upon the entry of a variety of parameters, including, but not limited to registration number, customer name, customer address, incident type, and date, including a range of dates. Our system accepts multiple search criteria, including partial and wildcard searches.

- ❑ APS will maintain our equipment in good working order, and we take all reasonable steps to protect our system against infection or corruption to ensure uninterrupted operation of Wilton Manors' Alarm Management Program.

- ❑ Alarm Program Systems is providing Wilton Manors with a detailed rollout schedule detailing the program migration from contract date to go live date.

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Implementation Schedule

Contract Date

Notice to Proceed Date

Proposed Roll-Out Meeting: Day 1
- Conduct implementation status meeting between APS and city staff
- Review and approve implementation plan

Weeks 1-2 of Rollout

❑ Interface, Correspondence and Process Specifications
- Establish a toll-free number and alarm program mailing address
- Build Alarm Program website with ordinance and fee information data connections for online support and payment
- Review CAD, financial (bank account, bank lockbox and/or city financial system) and online access specifications for city agents.
- Draft and format for approval all correspondence templates
  - Existing Alarm User Notification
  - Alarm Company Letter
  - False Alarm Incident Notification
  - Wilton Manors Web Site Content
- Establish hearing and appeal process steps
- Work with city staff to build comprehensive roster of all jurisdictional alarm providers
- Import all existing permit and false alarm data/history from current administrator
- Import Alarm Company rosters electronically and manually as needed
- Establish secure web-based interface with alarm Companies for ongoing roster management, licensing, outstanding invoices and current balance

❑ Implement and test business, alarm company, and citizen web functions
- Alarm company self-service portal
- Alarm user portal/alarm program website (online alarm class available)
- Establish city administrative access to application
- Embed links from Wilton Manors PD website(s) to alarm program website

Midpoint Meeting: Day 14
- Appraise city staff of implementation progress; discuss remaining steps to ‘go live’ date

Weeks 3-4 of Rollout

❑ **Registration Implementation**
- Complete the import of all relevant data onto the APS platform
- Configure system logic for alarm ordinance workflow rules

❑ **System Infrastructure and Interface Implementation**
- Establish, configure and test CAD alarm event and interface
- Establish a secure, electronic payment gateway (Stripe)

❑ **Program Training**
- Train APS staff on the Wilton Manors' alarm ordinance, objectives and execution plan
- Train Wilton Manors program administrator(s) on APS application, optimize layout and click- through reporting features.

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Implementation Schedule

❑ **Program Testing** • **Test all major system components, including interfaces, generation of communication templates, collection and customer service systems.**
❑ **Final Rollout Meeting: Day 28** • Address any remaining details
❖ **GO LIVE** • Begin the full-time management of the Wilton Manors Alarm Program

Typical tasks and input from Wilton Manors staff may include:

- Collaborative design of all program documentation and communication strategies to Wilton Manors residents.
- Approval of all published content in support of the program—print and online versions.
- Monitoring of implementation performance on ongoing program performance.
- Provision of existing alarm program information in accessible file format.
- Collaboration on false alarm appeals and processes.
- Collaboration to ensure all permit status changes such as “verified response” are accurate and done in support of program ordinance rules.

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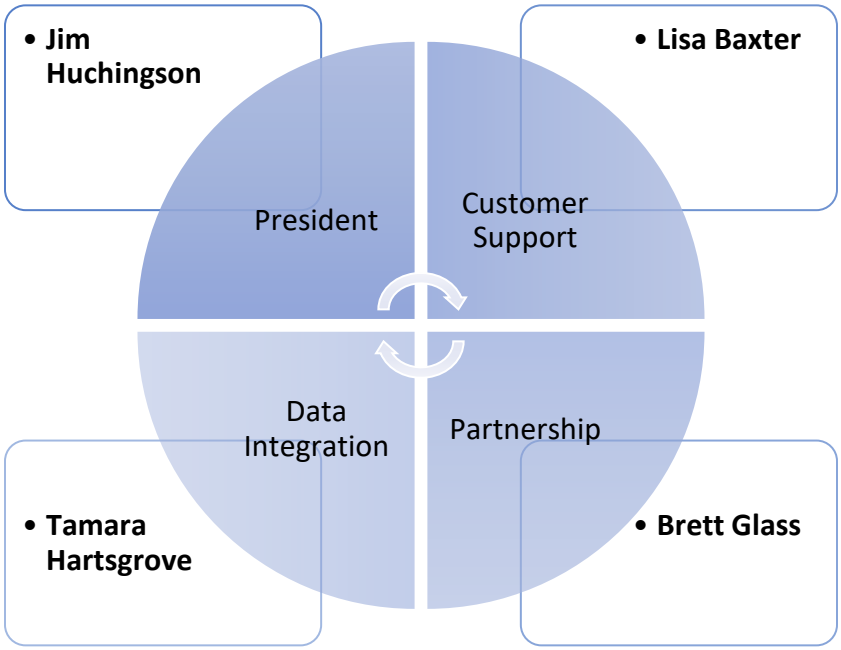
APPROACH - PROJECT TEAM

Project Management Organization



Jim Huchingson will serve as Project Manager and oversee all phases of the Wilton Manors partnership. His efforts will be concentrated on the development of a rollout plan and overseeing all phases of the project - including status meetings, data import, website development, and managing CAD and financial interfaces.

Lisa Baxter will conduct customer support training. She will train the train customer support staff on Wilton Manors' ordinance, establish a protocol for appeals with the city, and implement workflow rules for collection and billing.

Tamara Hartsgrove will serve as the point person for data conversion and integration. She will take alarm program data in whatever form it currently exists and import it onto the APS platform. She will also assist in designing of any necessary CAD interface.

Brett Glass will serve as Co-Manager on the project and coordinate regular progress meetings with Wilton Manors to ensure clear communication throughout the onboarding process. He'll handle all communication materials for alarm company and citizen outreach. Brett will continue as Wilton Manors' primary Customer Service Representative after the program has been rolled out.

These four key members of the team will serve as contact points for respective staff members in Wilton Manors focused on the False Alarm Management Program. Each will be principally responsible for working with Wilton Manors and ensuring the success of its alarm program.

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Key Project Personnel



Jim Huchingson

Project Manager/President (12 years)

Jim Huchingson is the President and founder (2012) of Alarm Program Systems, LLC. .

Jim has over seventeen years of experience in designing, implementing, supporting and managing recurring revenue streams for many of the largest organizations in the world, including providing services to run the False Alarm Program for the City of San Francisco.

He plays an integral part of the day-to-day operations including Customer Support, Finance and Product Development. Additionally, Jim oversees each implementation and the customer on-boarding process.

Jim graduated with a Bachelor's degree in Legal Studies from the University of California at Berkeley.

Technology Background:

- Salesforce.com
- Force.com
- Zendesk [Customer Support}
- Permit and Licensing Process Development and Optimization
- Product Development [Jim is the architect of the Alarm Program Systems application]
- Customer Support Process Development
- Heroku Web Development and E-Commerce Applications



Brett Glass

Vice President of Operations (6 Years)

Customer outreach, product development, and compliance processes. Prior to joining APS, Brett had twenty years of experience in financial services & corporate management, including Hambrecht & Quist, Lake Union Capital (Managing Partner), First Albany (Managing Director), and JP Morgan. Bachelor of Arts, UCLA.



Lisa Baxter

Training Manager/Customer Support (8 Years)

Dedicated Customer Service Manager with 15 years of experience building, staffing, and overseeing high-functioning operations and service teams in both health care and technology verticals. Prior to APS, Lisa worked at Halt Medical (acquired by Acessa Health) and AcroMetrix.

Lisa is responsible for service agent training as well as testing, modifying and implementing all customer support workflows. She heads the hearing and appeals process and has extensive experience in collections and billing.

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Tamara Hartsgrove

Implementation Manager (11 Years)

Tamara is responsible for all new and running projects; working with developers and managers; creating testing plans, outlines and the implementation of CAD and software interfaces. She oversees quality assurance and data migration. She is proficient with systems such as Task, Microsoft Expression, Excel, SQL, Word, Access, OnTime, Microsoft Project, and Salesforce.

Dave Krupinski

Developer (11 Years)

Full-Stack Engineer with a focus on Content Systems Architecture. Custom tools to generate, maintain, and distribute content across the web and mobile devices. Tasks include modifying, upgrading and optimizing the APS platform.

Technology Background:

- Ruby on Rails
- NodeJS
- HTML5
- MongoDB
- Redis
- MySQL
- Haml
- SQL Server
- Slim
- Javascript
- JQuery
- CoffeeScript
- SpineJS
- Prototype
- Cold Fusion

Darlene White

Program Support Manager, (6 Yrs)

Alarm company coordinator and customer service representative. Darlene leads on communication with over 140 alarm/monitoring companies servicing the US. She has been integral in building the APS alarm company portal network - enabling larger national alarm providers and their contracted monitoring companies to use APS proprietary technology to optimize permitting across our entire partner base.

Ten years experience in investment banking, with roles as national and regional account executive (Integrity First Financial Group & Freedman, Billings & Ramsey).

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APPLROACH – SCOPE OF SERVICE

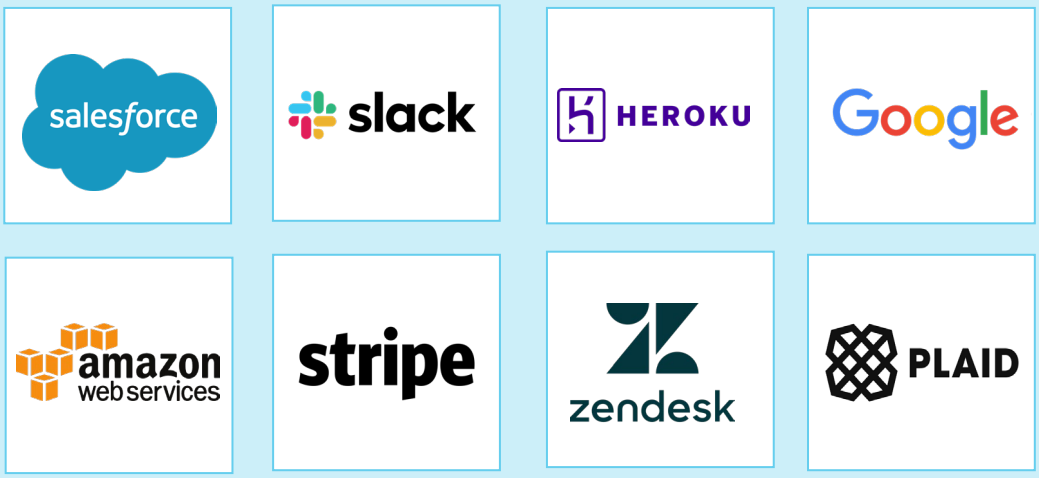
Project Approach: Technology

Our firm has become a popular solution for law enforcement agencies who have chosen to implement a true CRM solution beyond simply invoicing and billing. The APS application is built on the Salesforce.com platform, which enables collaboration, integration and automation between business units, applications across multiple departments - creating a true municipal agency-citizen engagement solution.

Utilizing the APS platform, Wilton Manors staff will have unlimited real-time access to all relevant data related to the alarm program's operation. Though a simple, point and click interface, city administrators will have the ability to call data metrics (on any time frame) such as program revenues, current permits, refused permits, false alarm billings, outstanding receivables, past due balances, collection rates, upcoming renewals, etc. Custom reports can be designed for each user's individual preferences. All reporting is easily exported to Excel, PDF, or other file formats.

The APS CRM-rich feature set allows users (both city and administrator) to record an up-to-the-minute history of all customer service interaction related to each unique permit/account. Phone inquiries, emails, appeals, and agency notes can all be logged and shared by users to maximize collaborative efficiency.

The APS application is a 100% web-based, secure platform built from the ground up on a technology stack unparalleled in the industry today leveraging the ongoing evolution of leading-edge applications such as:



Building on Salesforce cloud-based architecture helps ensure that your alarm program's functionality is able to upgrade in parallel with the rapid evolution of technology. Our commitment to constantly investing to provide the leading standard in both personal client service and technology translates to alarm management programs that experience both the lowest error rate and highest collection rate in the industry.

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Customer Service

APS has a diverse collection of expert customer support professionals with a proven capacity to drive program revenue and false alarm reduction. From our project managers to our customer support staff, we employ only the most qualified individuals in the industry. We invest heavily in initial and ongoing training to maintain competency in support strategies, industry issues, client products and services, and general communication skills.

The training is comprised of four components:

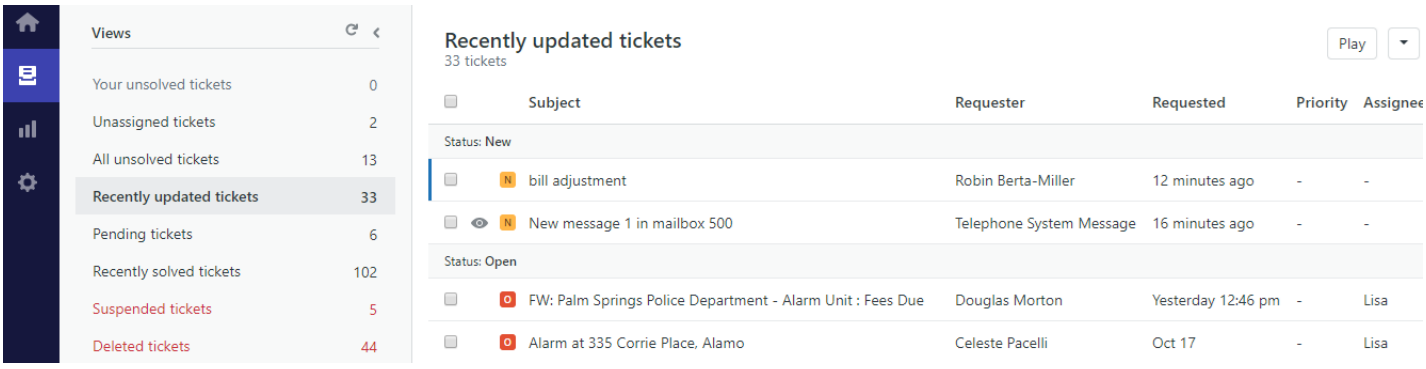
- **Ordinance-Specific Training:** Revenue events and triggers, policy guidelines and fee schedules.
- **Customer Support Training:** Common objection handling review, FAQs and Wilton Manors program review will enhance team communication and collection skills.
- **Community Awareness Training:** Our customer support team will review and disseminate all current community affairs and Law Enforcement news in Wilton Manors daily to ensure our staff can understand and communicate effectively with the residents of Wilton Manors.
- **Continued and Ongoing Training:** Our team's practical hands-on support experience is a great resource for improving the process and identifying ways to maximize false alarm reduction for our clients. We provide monthly "Leadership Lunches" with industry experts and support trainers from around the country.

The APS staff will be available to assist citizens and business owners and to answer program and billing questions via access to a Toll-Free telephone number, chat and email. The APS customer service team will be available from 8am – 5pm PST, Monday through Friday, excluding major national holidays. An integrated voice response [IVR] and voice mail system will be enabled and customized for the use of Wilton Manors' false alarm management program, including customer greetings and call routing. All calls not handled in real time will be returned within 24 hours from receipt. We can fully support an integrated customer support model whereby APS and Wilton Manors personnel collaborate and contribute together, not just in answering calls but for all program functions. The majority of requests are handled within 60 minutes or less.

Additionally, our application infrastructure is based on the core customer relationship management principles. Accurate record keeping, familiarity with local issues and multiple communication channels (phone, email and chat) are key components to resolving customer inquiries.

The APS Customer Service Team is kept up-to-date with security industry and agency relevant news through a dynamic feed straight into the APS application.

APS uses Zendesk to track and manage all customer support interactions. All requests are logged and closed through Zendesk. Zendesk is a San Francisco based company and is regarded as the premiere customer support application worldwide.



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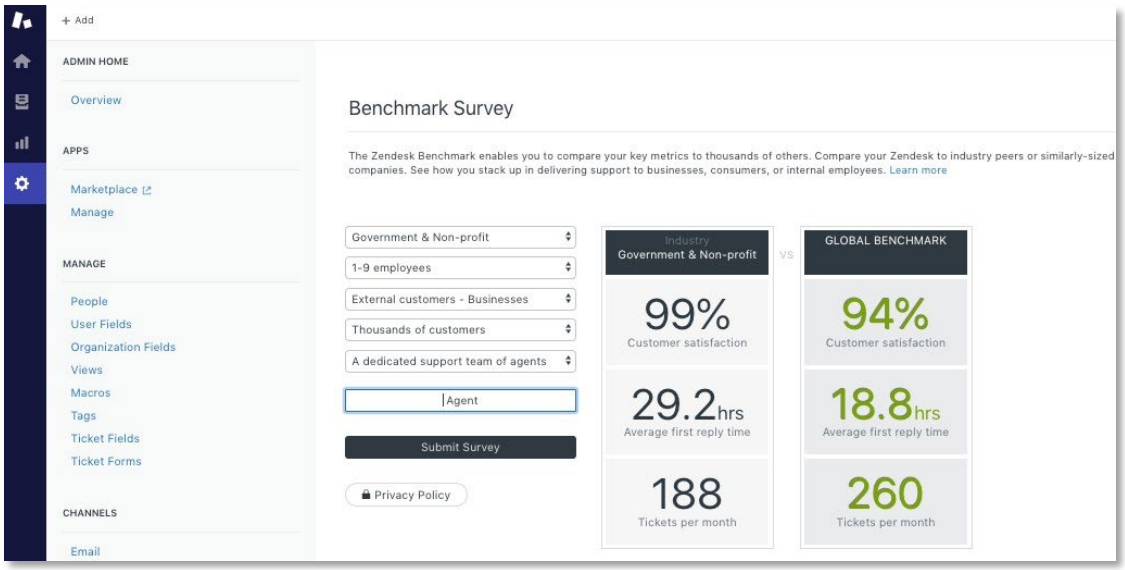
Customer Satisfaction and Measurement

All customer service interactions are tracked, measured and Zendesk provides us the capability for APS to measure response time and customer satisfaction.



Alarm Permitting, Renewal & Suspension

APS automates the entire process for generating permits, renewal notices, false alarm notices and permit suspensions. Permits/Address records are generated through electronic registration on the alarm user website: **https://wiltonmanorsfl.citysupport.org.** Alarm company roster and CAD false alarm data is imported at a measured interval. When a permit/address record is established, APS time stamps and tracks every interaction with the record, including items such as: status, status change date, total number of false alarms, outstanding balances, all fee notification history, permit renewal and expiration dates. Workflow rules are set with each field to create any number of automated actions based on the time stamp or value change. For example, 45 days from expiration date, renewal notice invoices are automatically generated. All invoices are attached as links to the permit record and can be viewed at any time.

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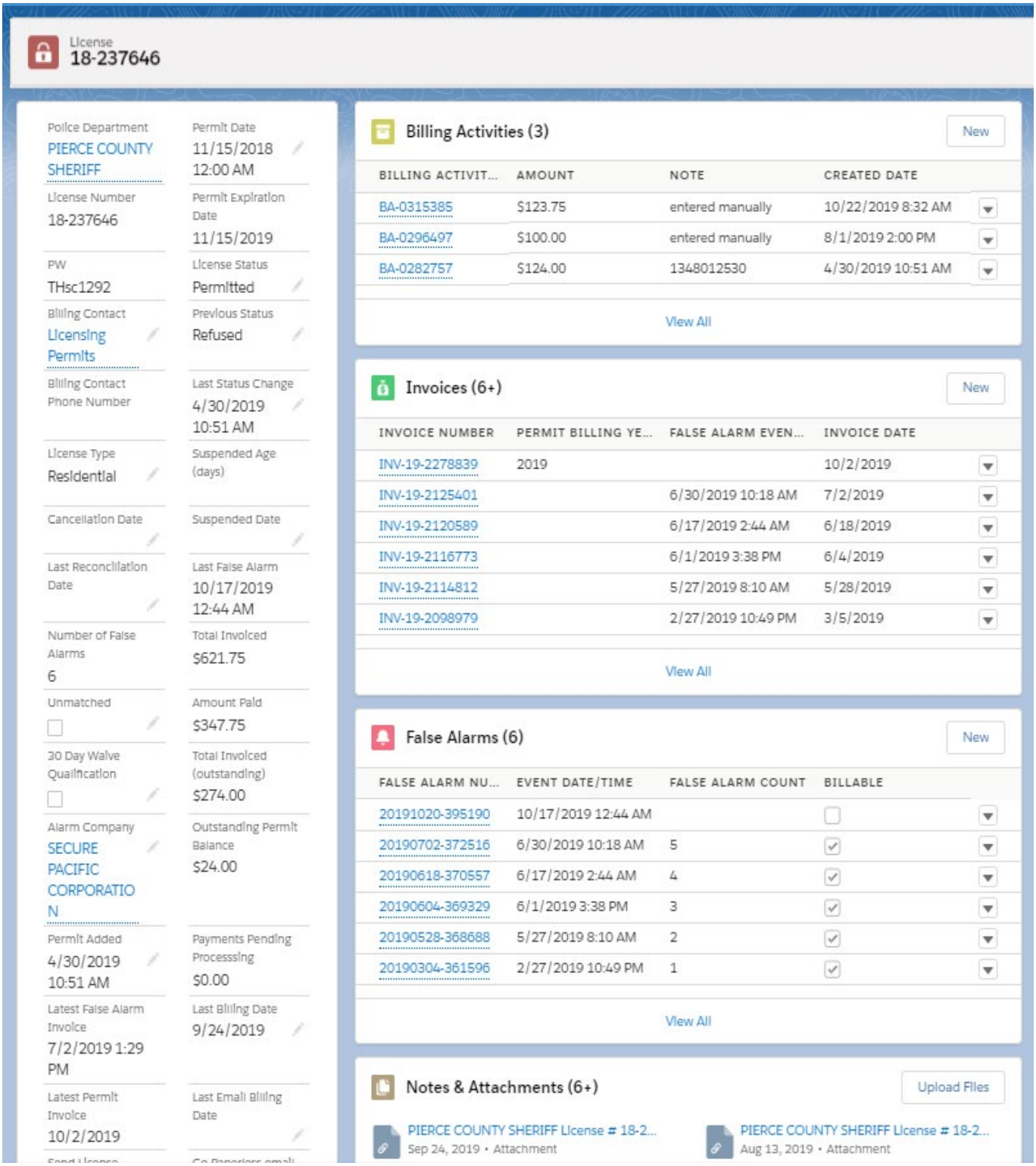
Sample Permit Record in APS



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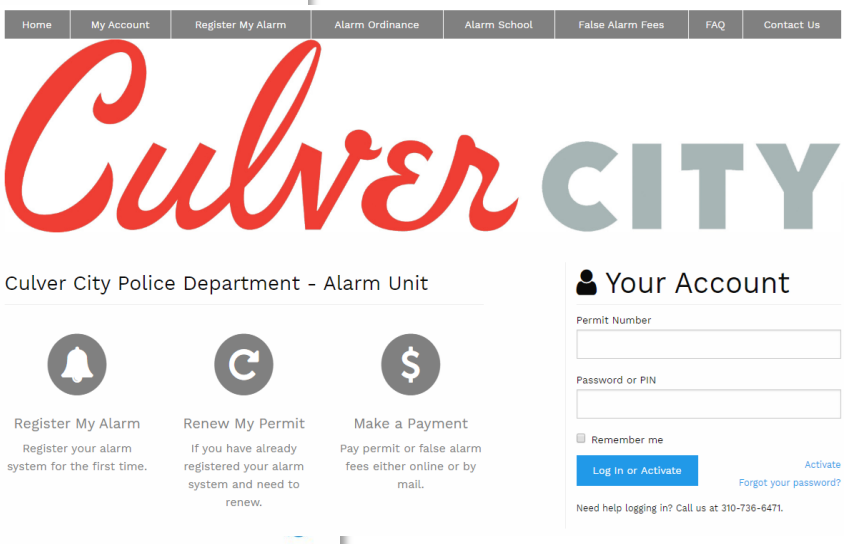
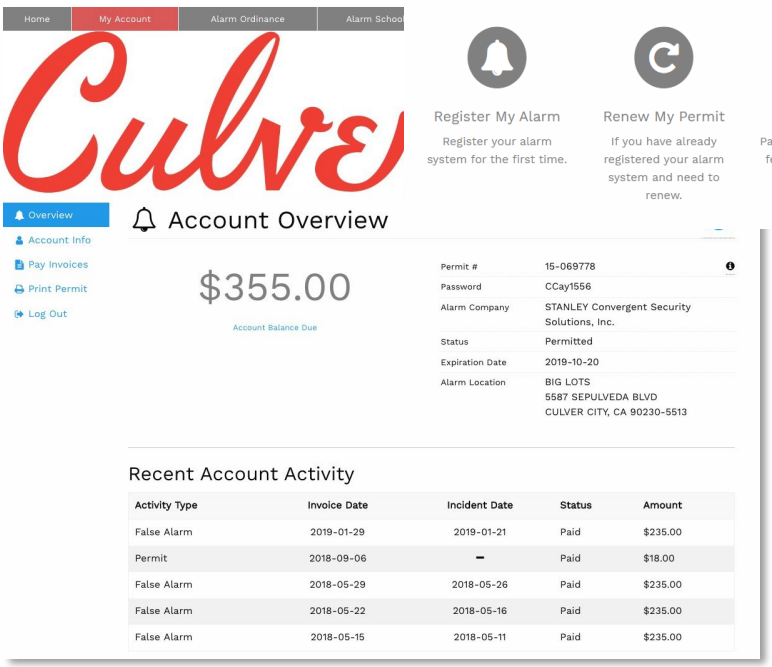
Alarm User Web Portal

In addition to submitting payments by mail, customers will have the ability to pay on-line. APS has a Web builder portal admin application to make any and all content changes quickly. Our secure website portal is built with the latest technology stack and is mobile-friendly for alarm users to interact with on any device or desktop. Alarm users can manage all of their permit and false alarm history in addition to paying fees online. Alarm users can also print a copy of their alarm permit from the web portal.







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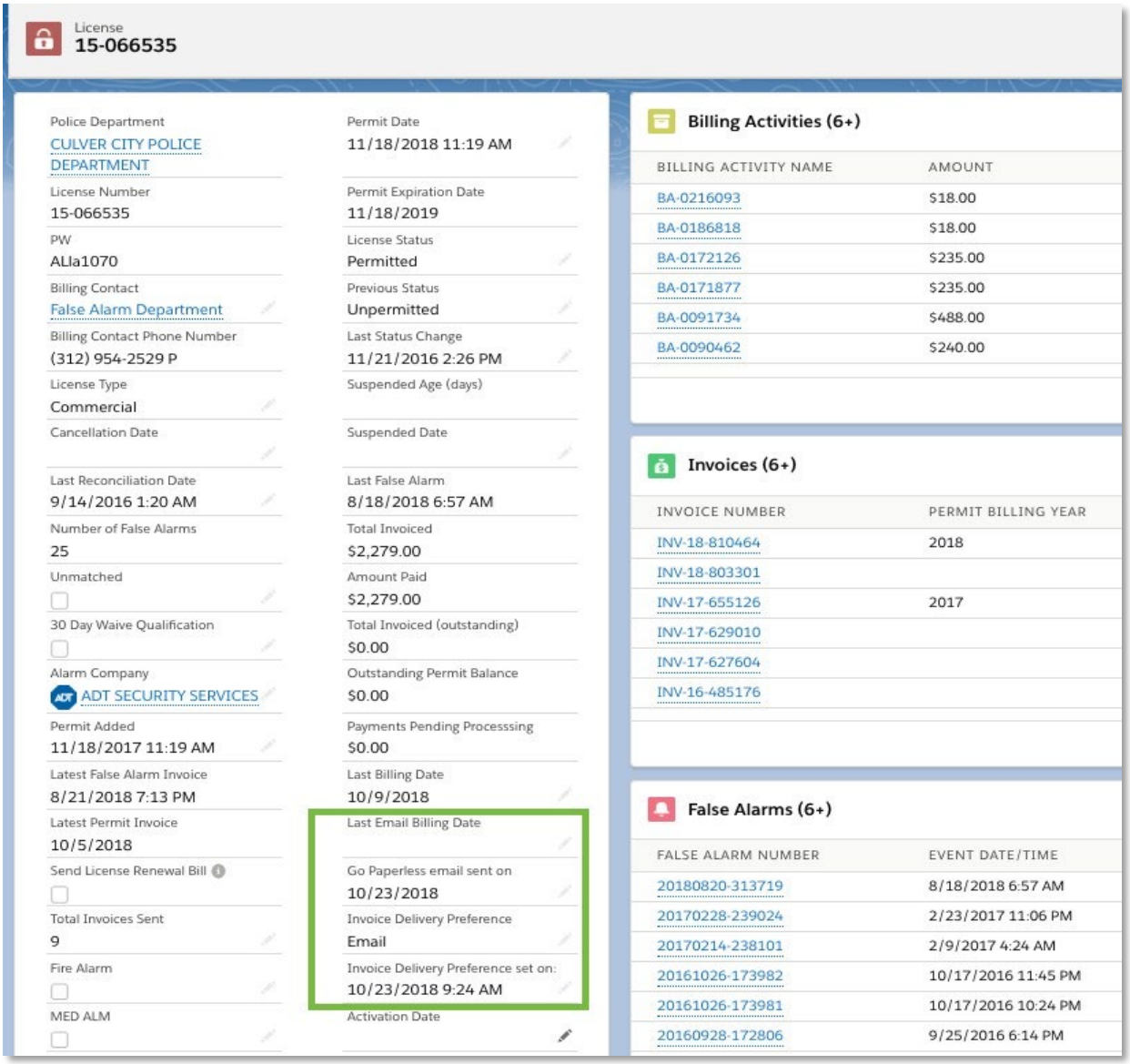
Electronic Billing

The APS application can track alarm user notification preferences such as mail, email or both mail and email correspondence. All email communication templates are stored and managed within the APS application.



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Sample False Alarm Billing

SAN RAFAEL POLICE DEPARTMENT - ALARM UNIT
PO BOX 11194
SAN RAFAEL, CA 94912

https://sanrafaelca.citysupport.org
1 888 865-9770

DATE	PAY THIS AMOUNT	PERMIT NO.
12/29/2020	$70.00	19-518345

KAISER PERMANENTE
LICENSING PERMITS
99 MONTECILLO ROAD
SAN RAFAEL, CA 94903

MAKE CHECKS PAYABLE / REMIT TO:

SAN RAFAEL POLICE DEPARTMENT - ALARM UNIT
PO BOX 11194
SAN RAFAEL, CA 94912

19-518345 000070009

PAST DUE

Please detach and include with your payment.

ALARM LOCATION: 99 MONTECILLO RD

INVOICE	FEE TYPE	INVOICE DATE	INCIDENT DATE	FEES	PENALTIES	AMOUNT PAID	AMOUNT DUE	DUE DATE
INV-20-2771660	False Alarm	11/10/2020	10/29/2020 2:42 PM	$50.00	$0.00	$0.00	$50.00	12/10/2020
INV-20-2772561	Permit 2020	11/13/2020		$20.00	$0.00	$0.00	$20.00	12/13/2020

Questions about your bill?
Phone: 888 865-9770 Monday - Friday 9am - 5pm PT
Email: sanrafaelca@citysupport.org
Web: https://sanrafaelca.citysupport.org

Total Amount Due: $70.00

ORD. NO. 1973 governs the use of Alarm Systems and it assesses fees for alarm permits, permit renewals and false alarms. The SAN RAFAEL POLICE DEPARTMENT has been informed that your address has an active alarm system and the following fees are now due. Permitted users may be able to attend alarm school to have false alarm charges reduced. To see if you are eligible please visit https://sanrafaelca.citysupport.org /alarm-school to learn more.

Online Payment To manage your account online, make a payment with a credit or debit card, or to obtain more information about the SAN RAFAEL POLICE DEPARTMENT Alarm Ordinance go to https://sanrafaelca.citysupport.org. To log in, please enter your PERMIT NUMBER and PIN or PASSWORD.

PERMIT NO.	PIN	EXP. DATE	STATUS
19-518345	A-398223	12/28/2021	Unpermitted

If there is no longer active alarm service in your name at this location, please notify us in writing by sending an email to sanrafaelca@citysupport.org with the date of cancellation and the alarm company of record.

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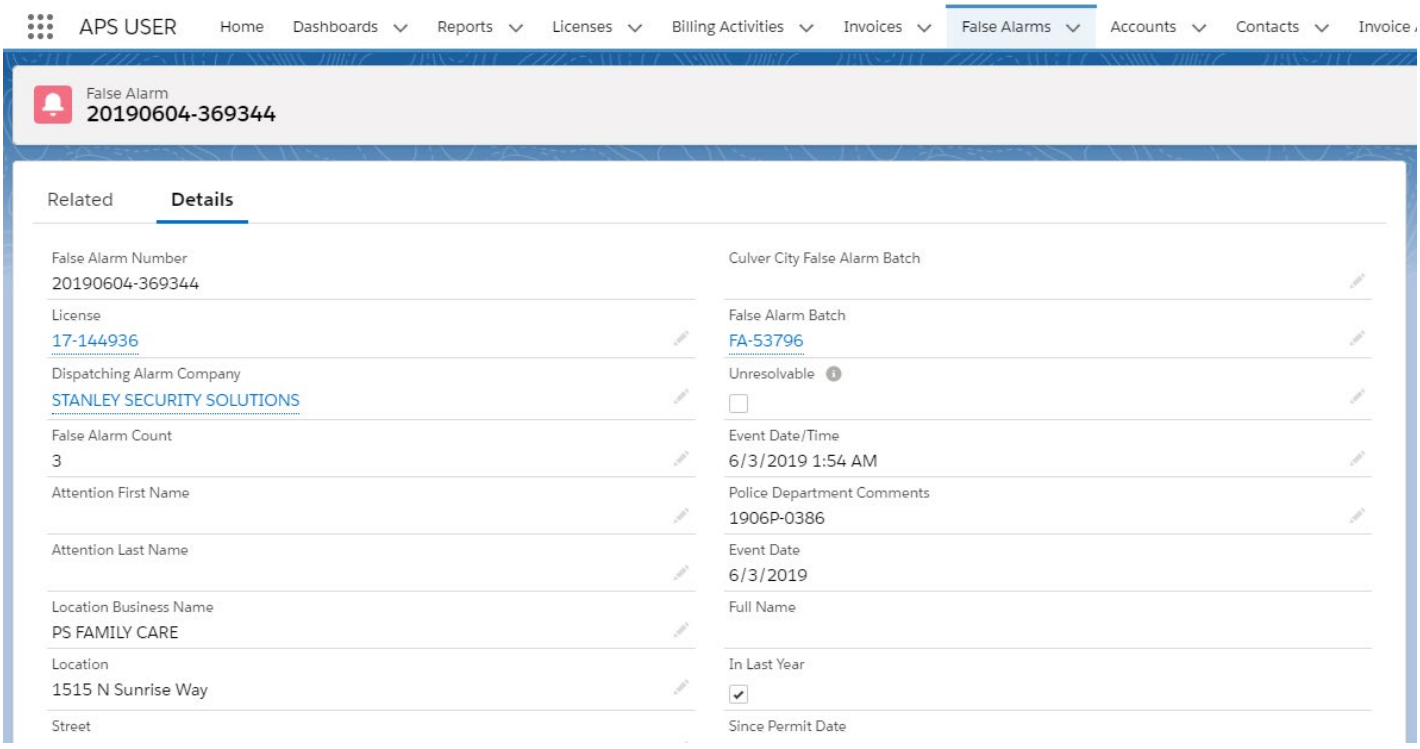
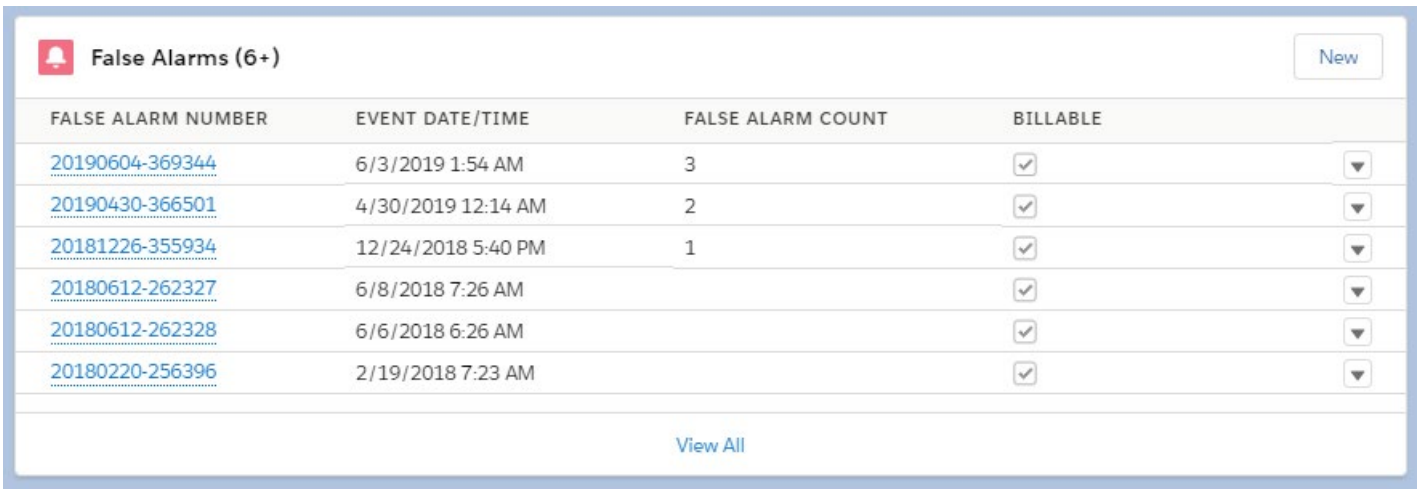
False Alarm Tracking and Billing

APS creates a list of related false alarms to each permit. APS captures all relevant fields and data from the original CAD record supplied by the Police Department. The false alarm count automatically adjusts every time a new false alarm record is added and triggers billing automatically at program-specific thresholds.





APS runs the false alarm invoicing job once per week, which looks for false alarm records on all permits that do not have an associated invoice. If there is no invoice, APS automatically creates a new invoice associated with the false alarm and with the corresponding amount based on the assigned false alarm count and the relevant fee table for the agency.

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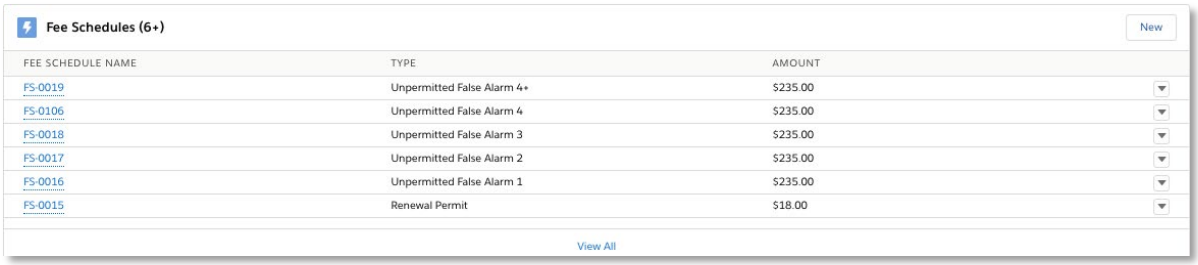
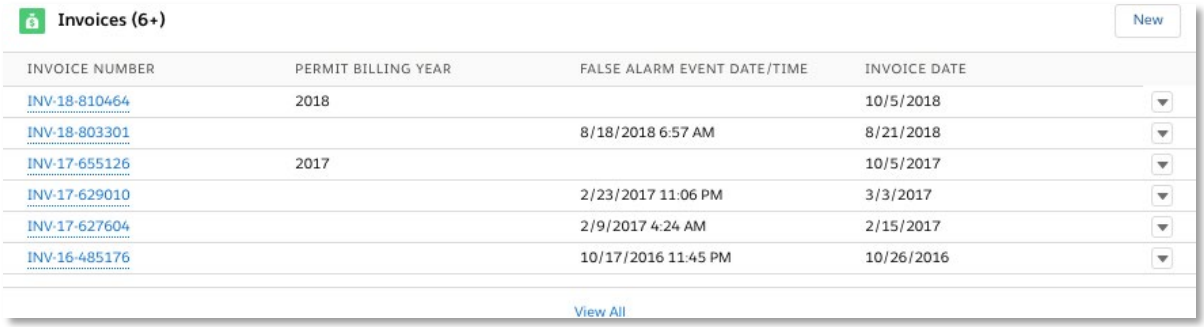


Fee Schedules (6+)

FEE SCHEDULE NAME	TYPE	AMOUNT
FS-0019	Unpermitted False Alarm 4+	$235.00
FS-0106	Unpermitted False Alarm 4	$235.00
FS-0018	Unpermitted False Alarm 3	$235.00
FS-0017	Unpermitted False Alarm 2	$235.00
FS-0016	Unpermitted False Alarm 1	$235.00
FS-0015	Renewal Permit	$18.00

View All



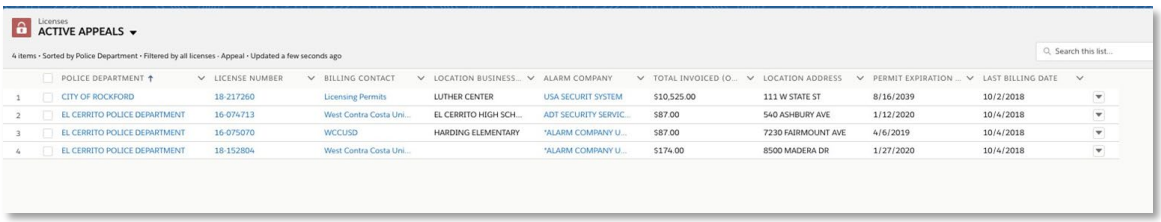
Invoices (6+)

INVOICE NUMBER	PERMIT BILLING YEAR	FALSE ALARM EVENT DATE/TIME	INVOICE DATE
INV-18-810464	2018		10/5/2018
INV-18-803301		8/18/2018 6:57 AM	8/21/2018
INV-17-655126	2017		10/5/2017
INV-17-629010		2/23/2017 11:06 PM	3/3/2017
INV-17-627604		2/9/2017 4:24 AM	2/15/2017
INV-16-485176		10/17/2016 11:45 PM	10/26/2016

View All

Appeals Support

The APS application manages the entire appeals process online; no more sending cumbersome MS Excel files back and forth. We enable a list view that can be accessed by defined users and collaborated on in real time. All relevant details are extracted, hosted and can be accessed by any mobile device: alarm activation information, license account information and payment history. Wilton Manors can check the APS application on any interval to see the latest resident appeals and collaborate or participate in any decisions.



Licenses
ACTIVE APPEALS

4 items • Sorted by Police Department • Filtered by all licenses - Appeal • Updated a few seconds ago

	POLICE DEPARTMENT	LICENSE NUMBER	BILLING CONTACT	LOCATION BUSINESS...	ALARM COMPANY	TOTAL INVOICED (O...	LOCATION ADDRESS	PERMIT EXPIRATION ...	LAST BILLING DATE
1	CITY OF ROCKFORD	18-217260	Licensing Permits	LUTHER CENTER	USA SECURIT SYSTEM	$10,525.00	111 W STATE ST	8/16/2039	10/2/2018
2	EL CERRITO POLICE DEPARTMENT	16-074713	West Contra Costa Uni...	EL CERRITO HIGH SCH...	ADT SECURITY SERVIC...	$87.00	540 ASHBURY AVE	1/12/2020	10/4/2018
3	EL CERRITO POLICE DEPARTMENT	16-075070	WCCUSD	HARDING ELEMENTARY	*ALARM COMPANY U...	$87.00	7230 FAIRMOUNT AVE	4/6/2019	10/4/2018
4	EL CERRITO POLICE DEPARTMENT	18-152804	West Contra Costa Uni...		*ALARM COMPANY U...	$174.00	8500 MADERA DR	1/27/2020	10/4/2018

False Alarm Reduction

The primary focus of any false alarm program is to reduce false alarms and create awareness in the community of the ordinance and its goals. APS publishes a weekly top offenders list, so our customer support staff and city is made aware of all problem alarm locations.

The APS customer support team conducts outreach campaigns via email and phone to contact the highest false alarm count locations to help educate alarm users on how to avoid future false alarms and financial liabilities.

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Alarm School Online Education

APS is proud to offer the premiere **Online Alarm School** in the industry. **Alarm School Online** is committed to reducing the number of false alarms by working with local law enforcement, municipalities and alarm monitoring companies to educate alarm users. Interactive, educational, and user-friendly**, Alarm School Online** empowers alarm users so they are never the cause of a false alarm dispatch. By completing the course, the alarm users can be proud of doing their part to reduce false alarm calls in their area. www.alarmschoolonline.com.



Dashboards and Reporting

There are a number of reports and dashboards pre-configured that can be accessed through the portal logins. Underlying each dashboard component is a report which can be manipulated to change the filter criteria if needed and downloaded to .XLS or .CSV file formats, if required. There are no charges for incremental report building and/or modifications. APS can configure an unlimited number of false alarm reports based on all available CAD fields for analysis, and all can be accessed in real time from any device.

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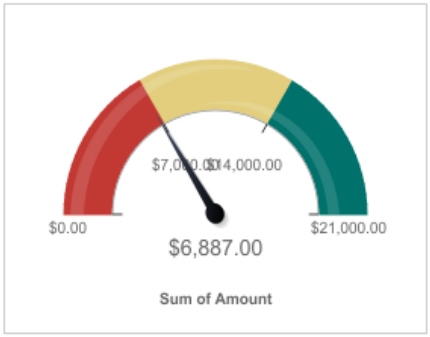
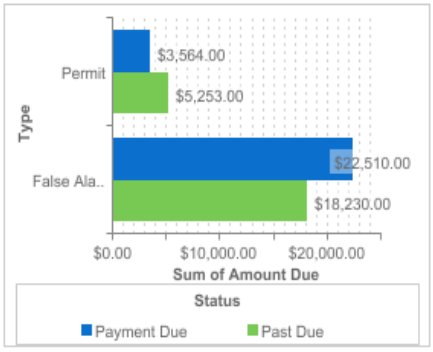
Reports – Customized Interactive Dashboard - Sample

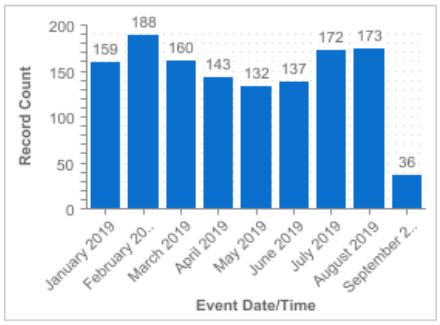
Culver Revenue This Month



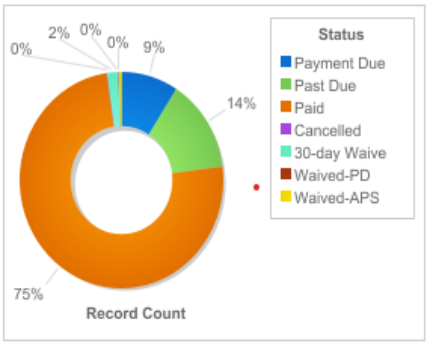
YTD Culver Accounts Receivable



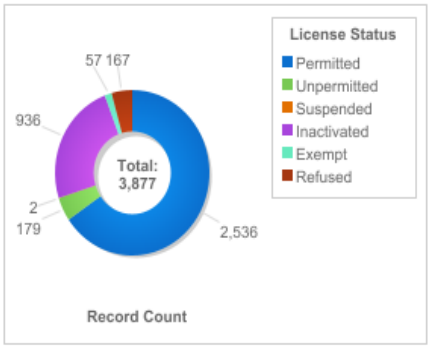
Culver False Alarms YTD Month Over Month



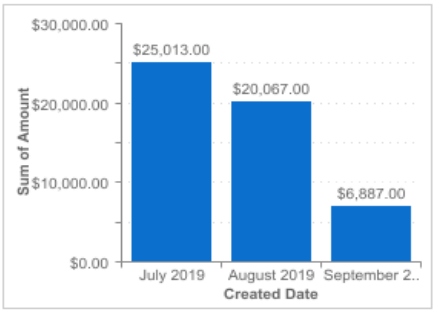
Culver Conversion Metrics YTD



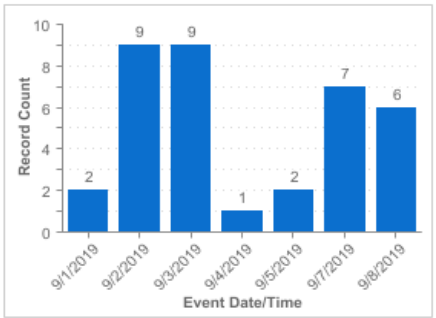
Culver Licenses By Status



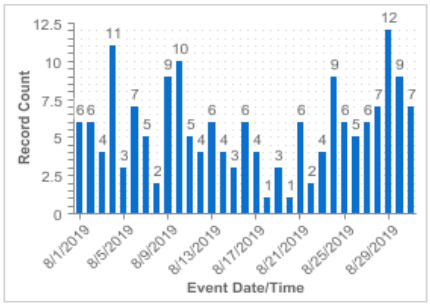
Culver Revenue This QTR Month Over Month



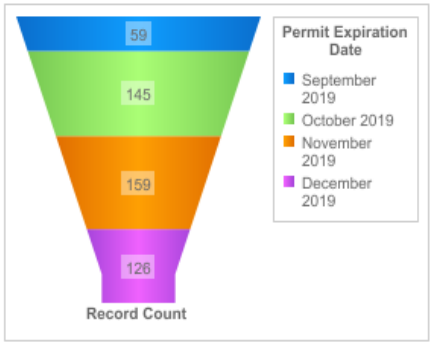
Culver False Alarms This Month Day Over Day



Culver False Alarms Last Month Day Over Day



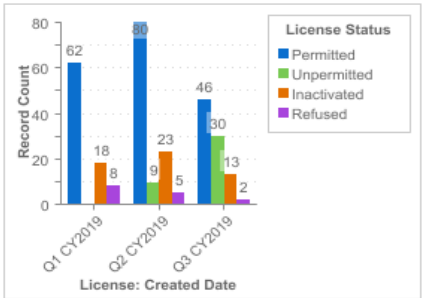
Culver Upcoming Renewals



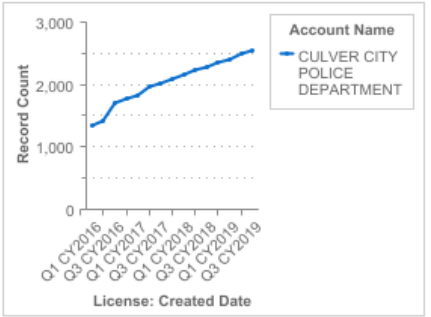
Month End Culver Finance Details

Item	Sum of Amount Paid
Permitted False Alarm 4+	$7,050
Renewal Permit	$4,677
Permitted False Alarm 2	$2,640
Permitted False Alarm 4	$1,410
Permitted False Alarm 3	$1,175
Unpermitted False Alarm 4+	$705
Unpermitted False Alarm 1	$470
Unpermitted False Alarm 3	$470
New Permit	$450
Late Fee	$420
Unpermitted False Alarm 2	$365
Unpermitted False Alarm 4	$235
Total	**$20,067**

Culver New Licenses YTD QTR Over QTR



Culver New License Growth

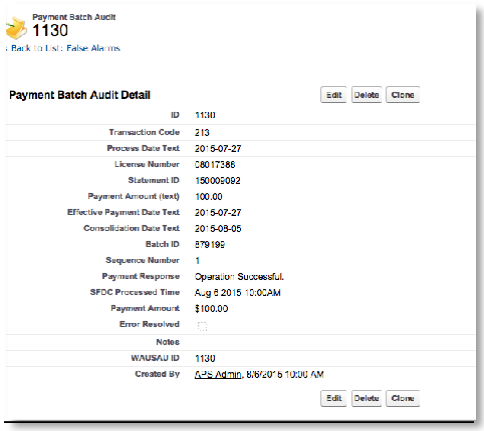


False Alarm Financial Reports

Each day's transactions are logged and audited, and the APS application can produce a variety of reports across any time frame needed. Each line-item transaction has an associated payment batch audit record for reconciliation.



Payment Batch Audit: ID	Transaction Code	Process Date Text	License Number	Statement ID	Payment Amount	Effective Payment Date Text	Consolidation Date Text	Batch ID	Sequence Number	Error Resolved	SFDC Processed Time
Payment Response: Operation Successful. (46 records)											
					$28,430.00						
1130	213	2015-07-27	08017388	150009092	$100.00	2015-07-27	2015-08-05	879199	1	☐	Aug 6 2015 10:00AM
1132	213	2015-07-27	03000083	150012267	$250.00	2015-07-27	2015-08-05	940756	1	☐	Aug 6 2015 10:00AM
1133	213	2015-07-27	03000065	150008398	$100.00	2015-07-27	2015-08-05	940757	1	☐	Aug 6 2015 10:00AM



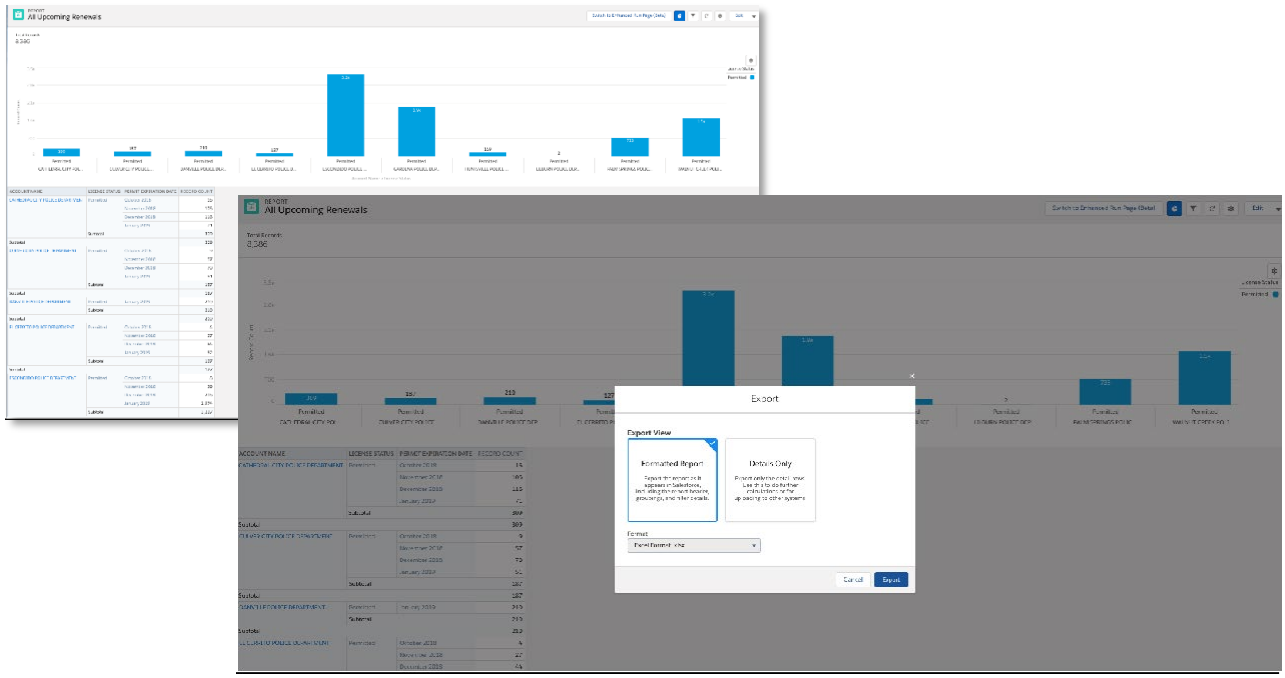
Payment Batch Audit
1130
« Back to List: False Alarms

Payment Batch Audit Detail [Edit] [Delete] [Clone]

ID	1130
Transaction Code	213
Process Date Text	2015-07-27
License Number	08017388
Statement ID	150009092
Payment Amount (text)	100.00
Effective Payment Date Text	2015-07-27
Consolidation Date Text	2015-08-05
Batch ID	879199
Sequence Number	1
Payment Response	Operation Successful.
SFDC Processed Time	Aug 6 2015 10:00AM
Payment Amount	$100.00
Error Resolved	☐
Notes	
WAUSAU ID	1130
Created By	APS Admin, 8/6/2015 10:00 AM

[Edit] [Delete] [Clone]

All reports can be easily exported to MS Excel:



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Top Offenders List

Another frequently viewed dashboard report that is exported by our partner agencies is the "Top Offenders" list.

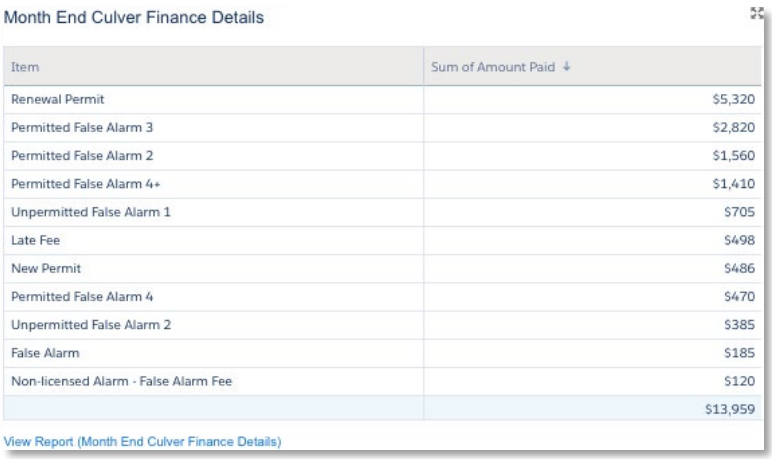


Culver City Top False Alarm Offenders

Location Address	Record Count
10724 WASHINGTON BLVD	1
11140 JEFFERSON BLVD	1
11194 WASHINGTON PL	1
11244 PLAYA CT	1
11918 W WASHINGTON BLVD	1
200 CORPORATE PT	1
3578 HAYDEN AVE	1
4130 SEPULVEDA BLVD	1
4155 SEPULVEDA BLVD	1
4450 OVERLAND AVE	1
5899 GREEN VALLEY CIR	1
5987 WRIGHTCREST DR	1
6001 BRISTOL PKWY	1
6200 SLAUSON AVE	1
6221 BRISTOL	1
8432 STELLER DR	1
8559 HIGUERA ST	1
8586 WASHINGTON BLVD	1
8620 HAYDEN PL	1
8680 HAYDEN PL	1
8810 WASHINGTON BLVD	1
9523 CULVER BLVD	1
9937 JEFFERSON BLVD	1

Month-End Remittance Process

APS and Wilton Manors will reconcile the previous month's deposits and online transactions on the first of each month. Based on these monthly reports, APS will invoice showing our fee calculation against all revenues collected. Once the invoice is approved, an ACH request would be made and funds deposited to the Wilton Manors designated bank via Bill.com. The monthly reconciliation report can be tracked in real time from the Wilton Manors dashboard page in the APS application and exported to Excel at any time.



Month End Culver Finance Details

Item	Sum of Amount Paid
Renewal Permit	$5,320
Permitted False Alarm 3	$2,820
Permitted False Alarm 2	$1,560
Permitted False Alarm 4+	$1,410
Unpermitted False Alarm 1	$705
Late Fee	$498
New Permit	$486
Permitted False Alarm 4	$470
Unpermitted False Alarm 2	$385
False Alarm	$185
Non-licensed Alarm - False Alarm Fee	$120
	$13,959

View Report (Month End Culver Finance Details)

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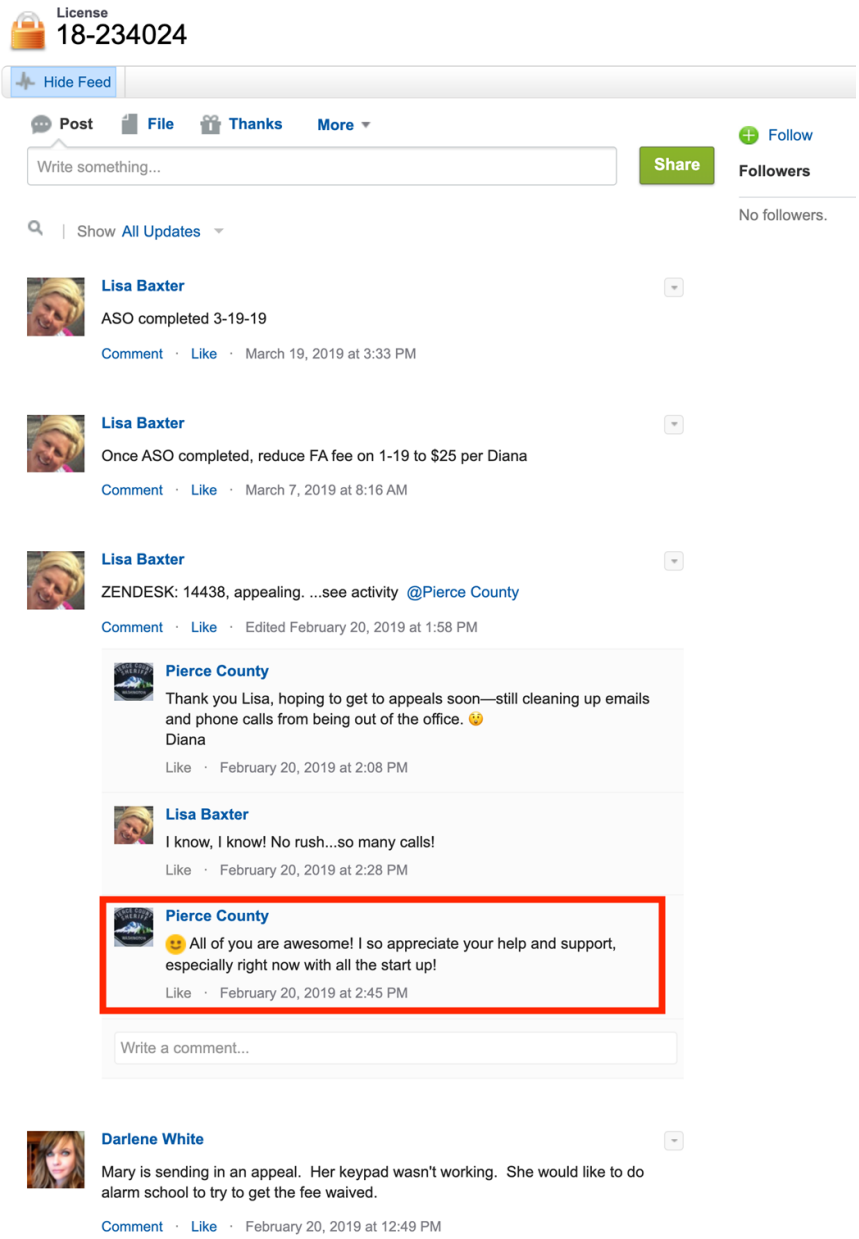
Agency Collaboration – Read/Write Access & Chatter

Connect all program stakeholders with files, data, and read/write access to all Wilton Manors records — anywhere, anytime and from any device. Follow specific posts and actions of program staff internal to APS and externally from Wilton Manors. Connect, engage, and motivate staff with a Facebook-like timeline and history to work efficiently, regardless of their roles or locations. Collaborate on false alarm appeals, service cases, campaigns, and collections. Users of APS can subscribe to certain topics, groups or posts by users to stay up-to-date on all citizen interactions.



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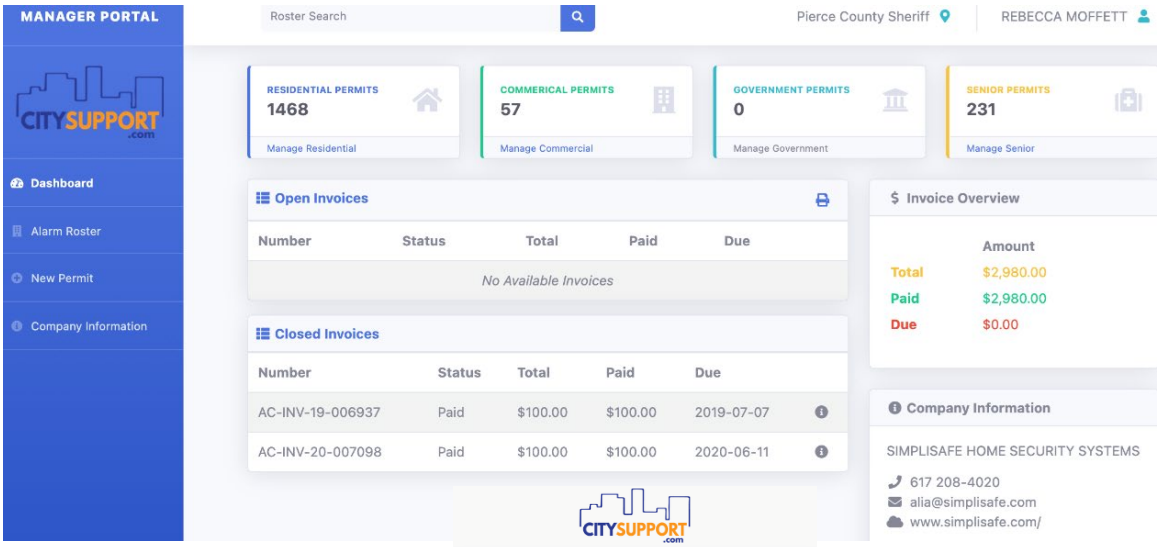
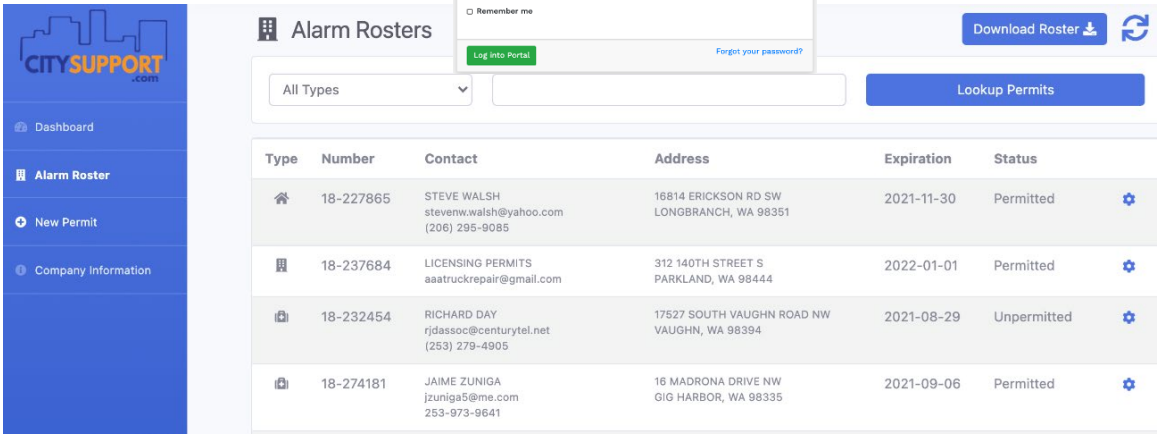
Alarm Company Management

One of the critical components of a successful alarm program is an efficient interface with growing multitude of service providers in the market. We have built strong relationships with the major regional and local alarm companies in addition to the larger national alarm companies. APS works closely with all alarm companies, outsourced monitoring platforms, and the emerging DIY offerings to maintain timely and accurate customer rosters. All alarm company roster files are imported, and an Alarm Company Roster Batch record is created with the date of import and all of the relevant details that were updated with each matched record. All non-matched addresses get permits and invoices created on import for outreach via email or mail.

In addition to proactively maintaining alarm user lists, APS offers an Alarm Company Self-Service Portal. Using a simple interface, alarm providers can access, view and manage their customer rosters online.





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Security Procedures

APS has implemented a firm-wide protocol to meet the guidelines of CJIS security standards. Though an alarm program administrator cannot achieve an official CJIS Certification, given its mandate it can through its internal processes ensure that is “CJIS Ready”. This establishes rigid administrative and technical safeguards used to access, collect, distribute, process, protect, store, use, send, dispose of, or otherwise handle all operational data.

Personnel Security. Staff background screening.

Security Awareness Training. All employees receive training in CJIS compliance standards.

Data Encryption. The APS platform is built on Salesforce. Rigid encryption standards extend throughout the platform to the process of data transmission.

System Login Procedure.
- Two factor login identification.
- Automatic lockout after 3 unsuccessful login attempts.
- Event logging and auditing of all activities, including password changes.
- Access restriction based on user profiles such as IP address, network, time of day, etc.

Configuration Management. Changes and updates to the information system platform, architecture, hardware, software, and procedures are documented and securely stored.

Physical Media Protection. All printed materials related to operations are securely stored or destroyed.

Consultation. APS has committed to be scoped/audited by a qualified third party consulting firm on a regularly scheduled basis to ensure it maintains standards on an ongoing basis.



Collection Procedures

APS partner agencies realize some of the strongest accounts receivable metrics in the industry today. Agencies typically see collections rates of 85-95%.

We adhere to the best collection processes in the industry, based on the following core principles:

- Have a Defined Credit Collection Policy
- Invoice Promptly and Send Statements Regularly
- Use "Address Service Requested"
- Aging Sheet and Balance Dictate Process
- Well-Trained Staff
- Accurate Record Keeping

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Collection Process Steps:

1. Invoice – Accurate and Timely
2. Call
    - ❑ Confirm receipt of invoice
    - ❑ Confirm payment time frame
    - ❑ Confirm point of contact
3. Voice Mail / Email Follow-Up
4. Collection Letter – Once accounts move 30 days past due, they appear on the collections report in "open status" and a letter is generated
5. Demand Call
    - ❑ Payment plan option
6. Voice Mail / Email Follow-Up

All Past Due Accounts Flow Through the Following Stages:



If needed, APS can work with 3rd party collection agencies and provide such an agency with a login to the Wilton Manors collections report.

Return Mail Handling

The APS application integrates with Google Maps and provides an address verification component. We have some of the lowest return mail averages in the industry. All returned mail is handled by APS and all alarm location or billing location addresses are verified and/or updated dynamically via Google Maps or an agency supplied street table of valid addresses.

Google Maps

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Technology Infrastructure

System Requirements

There are no system or network requirements for the APS solution. An internet connection from any device running a web browser is sufficient.

Interface & Data Integration

APS is built on the Salesforce.com platform which is the most robust, flexible and open cloud platform in the market today. There are hundreds of 3rd party integration tools and components to leverage; APS can support native level API integrations with all of the major software platforms and applications in the market today. Additionally, APS can support a variety of file level and SQL based integrations with drag and drop field mapping capabilities. We have seamlessly integrated with a variety of CAD and financial applications with our current customer set. CAD integration has been supported with a bi-directional interface, such that data elements like permit status and permit number can be placed back into the CAD system for dispatch.

Access Security

Salesforce.com provides an extremely powerful and flexible security architecture. This architecture lets users define how users log in, determining (for example) which IP ranges are acceptable, what hours of the day are allowed, how long sessions stay active for and so on. It also enables programmatic control, for example, which users may log in through a Web services API, and which endpoints a running application can connect to from the Force.com platform. The platform security architecture also lets users define administrative security permissions, and the security profiles let you determine who has access to which features and components - ranging from the set-up menu all the way through to read/write settings on an object or field. User logins are protected as follows:

- Limit to the number of unsuccessful login attempts
- Event logging of all activities, including login activities and password changes
- Automatic session locks after 30 minutes of inactivity

The record-sharing model enables an even finer level of security of Wilton Manors' data, not only determining who has access to which records based on a user, role or group model, but also how these data records are shared among various users.

Superior System Integrity and Security on the Salesforce Cloud

- Salesforce performs real-time replication to disk at each data center, and near real-time data replication between the production data center and the disaster recovery center.
- All networking components, SSL accelerators, load balancers, web servers, and application servers are configured redundantly.
- All customer data is stored on a primary database server that is clustered with back-up database server for uninterrupted access.

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- All customer data is stored on disk that is mirrored across multiple storage cabinets and controllers.
- All Customer data, up to the last committed transaction, is automatically backed up to a primary tape library on a nightly basis.
- Back-up tapes are immediately cloned on a second library to verify their integrity; and the clones are moved to secure, fire-resistant off-site storage on a regular basis.

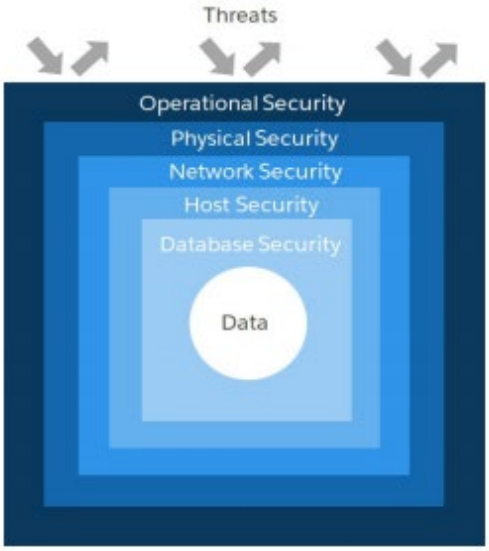
These APS collocated facilities provide carrier-level support, including:

Access control and physical security
- 24-hour manned security, including foot patrols and perimeter inspections
- Biometric scanning for access
- Dedicated concrete-walled Data Center rooms
- Computing equipment in access-controlled steel cages
- Video surveillance throughout facility and perimeter
- Building engineered for local seismic, storm, and flood risks
- Tracking of asset removal

Environmental controls
- Humidity and temperature control
- Redundant (N+1) cooling system

Power
- Underground utility power feed
- Redundant (N+1) CPS/UPS systems
- Redundant power distribution units (PDUs)
- Redundant (N+1) diesel generators with on-site diesel fuel storage

Network
- Concrete vaults for fiber entry
- Redundant internal networks
- Network neutral; connects to all major carriers and located near major
- Internet hubs
- High bandwidth capacity fire detection and suppression
- VESDA (very early smoke detection apparatus) Dual-alarmed, dual-interlock, multi-zone, pre-action dry pipe water-based fire suppression



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EXPERIENCE & QUALIFICATIONS

Case Study – Pierce County, WA

APS successfully completed a migration of Pierce County, WA from the PM AM platform at the end of 2018. Working in collaboration with Program Coordinator, Dianna Mcinnely, APS was able to transition the alarm program in a one-month window. Through its differentiated effort, APS meaningfully increased all relevant program metrics within its first year of partnership.

Migration from PM AM database

Implementation time in
4 weeks
during the Christmas Holiday season

Imported and managed
15,000
permits, invoices, payments and account history

Increased permit count by 5,000
in the first 8 weeks of operation

Sent out intro notification letters to
15,000 alarm users

Imported and cleaned
100+
alarm company records

Refunded alarm users
not covered by County

Cleaned database of non-valid addresses

Provided dynamic,
real-time reports
for review

Provided a
collaboration platform
to work in concert with Pierce County Alarm Administrator

Went live with existing CAD export file

Processed payments for
$378,923.00
in the first six months of operation

Program revenues tracking **+36% y/o/y**.

Candis Medak
Alarm program Coordinator
Pierce County Sherriff's Department
Candis.medak@piercecountywa.gov

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Proven Track Record in Improving Program Metrics

Montebello, CA 1/20 – Present *Pop 63,000*

- Imported all existing permit records / established weekly CAD transmission of FAs
- Extensive outreach to alarm owners & alarm companies
- Increased permit count from 1,490 to 1,958 (31% increase)
- Program revenues exceeded City Projection by 40% in Y1
- False alarms tracking down 15% yoy ('20-'21), despite '20 COVID decline in FAs

San Rafael, CA 1/20 – Present *Pop 60,000*

- Consulted on revised ordinance design in 2019 w new annual permit fee
- Launched administration of revised ordinance 1/20
- Coordinated outreach to build a program w/ 3100 active permits
- Nominal gross revenues grew to $175k in Y1
- False alarms down from 1700 to 1450 yoy ('20-'21), despite '20 COVID decline in FAs

Fullerton, CA 8/21 – Present *Pop 140,000*

- Imported all existing permit records/historical payments/out standings from finance & homegrown alarm program databases (records from 5800 permit locations)
- Back billed and collected for 2020 out standings
- Coordinated with PD, City AR, & Finance
- Completed the transition (up and running) in 5 weeks from contract signing
- Designed 2 way data interface with Fullerton RIMS provider Versaterm

Carlsbad, CA 7/22 – Present *Pop 114,000*

- Imported 4K existing permit records
- Established weekly CAD transmission of FAs
- Extensive outreach to alarm owners & alarm companies
- Increased permit count by 50%

APS References

City of West Linn, OR 6/22-Present
Joella Sorensen, Police Records Specialist
(503) 742-6103 / jsorensen@westlinnoregon.gov
Population: 27,000
Migrated from PM AM
Current Outsourced Administrator

Queen Creek, AZ 9/23-Present
Luz Fierro, Police Support Specialist Supervisor
(580) 358-3535 / luz.fierro@queencreekaz.gov
Population: 72,000
Migrated from in house solution
Current Outsourced Administrator

Hanford Police Department, CA 3/23-Present
Jennifer Solorio, Police Records
(559) 585-4755 / jsolorio@hanford.city
Population: 85,000
Migrated from in house solution
Current Outsourced Administrator

Sandy Police Department, OR 12/19-Present
Juli Smith, Records Manager
(503) 668-5566 / jsmith@ci.sandy.org.us
Population: 13,000
Migrated from in house solution
Current Outsourced Administrator

Montebello Police Department, CA 1/20-Present
Stacy Smith, Communications Supervisor
(323) 887-1209 / SSmith@montebelloca.gov
Population: 63,000
Migrated alarm program from in house solution
Current Outsourced Administrator

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APS References

Palo Alto Police Department, CA 7/24-Present
Heather Johnson, Code Enforcement
(650) 329-2130 / Heather.Johnson@paloalto.gov
Population: 65,000
Migrated from CryWolf
Current Outsourced Administrator

Belmont Police Department, CA 10/21-Present
Hanh Tran, Management Analyst
(650) 595-7404 / htran@belmont.gov
Population: 27,000
Migrated alarm program from in house solution
Current Outsourced Administrator

City of Vista, CA 2/23-Present
Estella Muro, Code Enforcement
(760) 639-6141 / emuro@vista.gov
Population: 98,000
Migrated alarm program from Municipal.io
***Program includes both intrusion and fire alarms**
Current Outsourced Administrator

Boulder Police Department, CO 1/20-Present
Therese Hil'leary, Dispatch Supervisor
(303) 441-4828 / hillearyt@bouldercolorado.gov
Population: 109,000
Selected in RFP
Migrated from CryWolf
Current Outsourced Administrator

Clackamas County Sheriff's Office, OR 7/23-Present
Amanda Castro, Records Manager
(503) 785-5090 / acastro@clackamas.us
Population: 205,000
Migrated from CryWolf
Current Outsourced Administrator

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APS Partners

Agency	Department	Type	Description	Population
San Francisco, CA	Finance	Software License		850,000
Pierce County, WA	Sheriff	Outsourced	PM AM Replacement	605,000
Albuquerque, NM	Finance	Software License	CryWolf Replacement	560,000
Colorado Springs, CO	PD	Hybrid		491,000
Clackamas County, OR	Sheriff	Outsourced	CryWolf Replacement	205,000
Glendale, CA	PD	Outsourced	PM AM Replacement	200,000
Corona, CA	PD	Outsourced		160,000
Escondido, CA	PD/Fire	Outsourced		151,613
Rockford, IL	PD/Fire	Outsourced	PM AM Replacement	147,000
Torrance, CA	PD	Outsourced		144,500
Fullerton, CA	PD	Outsourced		140,000
Concord, CA	PD	Outsourced		129,000
Carlsbad, CA	Finance	Outsourced		114,411
Boulder, CO	PD	Outsourced	CryWolf Replacement	107,125
Hawthorne, CA	PD	Outsourced	AlarmTrak Replacement	87,495
San Ramon, CA	PD	Outsourced		75,500
Walnut Creek, CA	PD	Outsourced		69,200
Greenville, SC	PD/Fire	Outsourced	CryWolf Replacement	67,737
Lorain, OH	PD	Outsourced		63,841
Montebello, CA	PD	Outsourced		63,192
National City, CA	PD	Outsourced		61,121
Gardena, CA	PD	Outsourced	AlarmTrak Replacement	60,048
San Rafael, CA	PD	Outsourced		59,070
Sarasota, FL	PD	Outsourced	CryWolf Replacement	57,021
Novato, CA	PD	Outsourced		55,642
Cathedral City, CA	PD	Outsourced		54,056
Placentia, CA	PD	Outsourced	PM AM Replacement	52,157
Cypress, CA	PD	Outsourced		49,000
Covina, CA	PD	Outsourced	PM AM Replacement	48,000
Palm Springs, CA	PD	Outsourced		47,689
San Luis Obispo, CA	PD	Outsourced	PM AM Replacement	47,402
Morgan Hill, CA	PD/Fire	Outsourced	Phoenix Group Replacement	45,037
Danville, CA	PD	Outsourced		44,631
Culver City, CA	PD	Outsourced		39,364
Oregon City, OR	PD	Outsourced	PMAM Replacement	37,500
Manhattan Beach, CA	PD	Outsourced		35,500
Pleasant Hill, CA	PD	Outsourced	CryWolf Replacement	34,987
Summit County, CO	Sheriff/911	Outsourced	CryWolf Replacement	31,000
West Linn, OR	PD	Outsourced	PM AM Replacement	27,600

COST PROPOSAL

Cost Proposal – Tiered Pricing By Annual Program Revenues

Gross Ann Prog Rev	Wilton Manors	APS
$0-$60,000	**All Program Revenues Beyond $12,000 annually**	**$12,000 Annual Base Fee, billed at $1000/month**
$60,000+	**80%**	**20%**

The pricing proposal includes a base rate below the program revenue threshold of $60,000/Ann. The proposed Revenue Split will be activated and in effect for any program revenues that exceed $60,000 in a calendar year based on total permit fees, renewal fees, false alarm fees, and any late or reinstatement fees billed & collected by APS from alarm users or alarm companies.

All postage expense (first class postage and materials), banking fees, and credit card processing fees incurred in administering the program will be paid by the gross revenues of the program prior to the base fee/revenue share being calculated. These cost items will be itemized on each monthly reconciliation statement.

Term: The pricing term is good for a three-year lock. Years 4 & 5 (if elected by WM) will adjust the base fee (minimum) to $13,080 ($1080 monthly).

There are no additional fees - including start up, implementation, data conversion, administration, technical support, and training.

*The pricing term is good for a three-year lock. Years 3 & 4 (if elected by WM) will adjust the base fee to $13,080 ($1080 monthly).

The APS platform is 100% cloud-based and will enable city administrators to log in and view all relevant program data in real time. It requires no introduction of software to the city's technology infrastructure.

Payment System

APS will reconcile, on the first day of each month, the previous month's deposits. Based on each monthly reconciliation, APS will invoice Wilton Manors showing all revenues collected and invoices paid. Once the invoice is approved, an ACH request will be made, and the city's portion of the revenue shall be deposited to the city's designated bank within 10 days of city's approval of such invoice.

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ATTCHMENTS AND AFFIDAVITS

City of Wilton Manors
Finance Department
2020 Wilton Drive
Wilton Manors, FL 33305

Ariel Montalvo
Phone (954) 390-2171
Fax (954) 390-2199
www.wiltonmanors.com

Addendum No. 1

RFP for False Alarm Reduction Program
Addendum Release Date April 8, 2025

RFP # 2025-03

RFP Due Date/Time: April 22, 2025 11:30 a.m., EST
Submit To: City Clerk
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305

The purpose of this Addendum is to answer questions received from potential proposers. These are questions that were received prior to the published deadline for questions of April 3, 2025.

IMPORTANT NOTE – the following is added to RFP # 2025-03. It is the Proposer's responsibility to use the revised information when preparing the response.

Q1: What is the average number of false alarms for the last three years?

A: 2022, 394; 2023, 488; 2024, 218.

Q2: What is the average of permit renewals that are waived because they did not have a false alarm in the previous year?

A: We do not have this data.

Q3: What are the consolidated fees? Specifically, the annual permit and renewal fees.

A: Both are $50.00.

Q4: Is the City willing to consider an electronic submission of proposals?

A: No.

Q5: Will the City accept electronic signatures on the RFP forms?

A: Yes. Affidavits must contain complete notary where applicable.

End of Addendum # 1

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Alarm Program Systems LLC

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT F

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Jim Huchingson, on behalf of Alarm Program Systems LLC,
Print Name and Title — Company Name

certify that Alarm Program Systems LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Alarm Program Systems, LLC
COMPANY NAME

Jim Huchingson
PRINT NAME


SIGNATURE

President
TITLE

2025 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 11, 2025
Secretary of State
6321703893CC

DOCUMENT# M20000002448

Entity Name: ALARM PROGRAM SYSTEMS, LLC

Current Principal Place of Business:

367 CIVIC DRIVE, SUITE 10
PLEASANT HILL, CA 94523

Current Mailing Address:

367 CIVIC DRIVE, SUITE 10
PLEASANT HILL, CA 94523 US

FEI Number: 45-4806530

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PARACORP INCORPORATED
155 OFFICE PLAZA DR
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	CEO
Name	HUCHINGSON, JIM
Address	216 CREST AVENUE
City-State-Zip:	ALAMO CA 94507

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JIM HUCHINGSON CEO 04/11/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

ATTACHMENT G

E-Verify Form for All Solicitations:

CITY OF WILTON MANORS

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: False Alarm Reduction Program

Project No.: 2025-03

Employment Eligibility. Bidder certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) Bidder and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor.

(b) If the Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. If the City, contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

(d) The City, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

ATTACHMENT H
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
CITY OF WILTON MANORS

TO BE RETURNED WITH PROPOSAL/BID

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 15, 2025, 20__ Signed: _____

Entity: Alarm Program Systems LLC Name: Jim Huchingson

Title: President

STATE OF California
COUNTY OF Contra Costa

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15th day of April, 2025 by Kylie Lynn as notary public for James Huchingson, who is personally known to me or who has produced California drivers license as identification.

(SEAL)

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

NOTARY PUBLIC, STATE OF California

ATTACHMENT I

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an adult resident of the State of Florida.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: April 15, 2025

ENTITY: Alarm Program Systems LLC

NAME: Jim Hutchingson

TITLE: PRESIDENT

STATE OF ~~FLORIDA~~ California
COUNTY OF contra costa

SWORN TO (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 15th day of April 2025, by Kylie Lynn in his/her capacity as notary public for James Huchingson (name of Entity).

NOTARY PUBLIC

___ Personally Known OR
✓ Produced Identification
CA DL
Type of Identification Produced

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

END OF SECTION

Contractor Name

Alarm Program Systems LLC

JIM HUCHINGSON Printed Name Contractor Representative Authorized

STATE OF ~~FLORIDA~~ California
COUNTY OF Contra Costa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April (month), 2025 (year), by Kylie Lynn (name of person) as notary public (type of authority e.g. officer, trustee, attorney in fact) for James Huchingson (name of party on behalf of whom instrument was executed).

KLynn (Signature of Notary Public - State of ~~Florida~~ California)

Kylie Lynn (Print, Type, or Stamp Commissioned Name of Notary Public)

____ Personally Known
✓ Produced Identification
Type of Identification Produced CA DL

Must be executed and returned with attached proposal to be considered.

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 30, 2028

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any City employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women- Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-60 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: Jim Huchingson

Title: President

State of California
County of Contra Costa
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 15th day of April, 2025, by Kylie Lynn, notary public.

(Seal) KYLIE LYNN COMM. # 2499471 NOTARY PUBLIC - CALIFORNIA CONTRA COSTA COUNTY COMM. EXPIRES SEPT. 10, 2028

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification: CADL

ATTACHMENT C

NON-DEBARMENT AFFIDAVIT

Jim Huchingson Being first duly sworn, deposes and says that:

He/She is President of Alarm Program Systems LLC the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1.The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and

2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and

3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and

4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____Check here if an explanation is attached to this affidavit.

ATTACHMENT B

DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-58(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-58(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

"Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of $20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement."

By: Jim Huchingson

Title: President

Company: Alarm Program Systems LLC

State of California
County of Contra Costa
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of April, 2025, by Kylie Lynn, notary public

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification: CA DL

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

By: [signature]

Print Name: Jim Huchingson

Title: President

Date: April 15, 2025

State of California
County of Contra Costa
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of April, 2025, by Kylie Lynn, notary public

(Seal)

[signature]
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification: CA DL

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

ATTACHMENT E
NON-COLLUSIVE AFFIDAVIT

State of California)

County of Contra Costa)

Jim Huchingson being first duly sworn deposes and says that:

(1) He/she is the President (Owner, Partner, Officer, Representative or Agent) of Alarm Program Systems LLC the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: Jim Huchingson

Title: President

Company: Alarm Program Systems LLC

State of California
County of contra costa
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of April, 2025 by Kylie Lynn, notary public

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification: Type of Identification: CA DL

KYLIE LYNN
COMM. # 2499471
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXPIRES SEPT. 10, 2028

ATTACHMENT G
E-Verify Form for All Solicitations:
CITY OF WILTON MANORS
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: False Alarm Reduction Program
Project No.: 2025-03

Employment Eligibility. Bidder certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) Bidder and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor.

(b) If the Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. If the City, contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

(d) The City, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

ACKNOLEDGEMENT OF ORDINANCE

City Code of Ordinances: Chapter 7 – Alarm Systems

Sec. 7-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm administrator shall mean a person, persons, or third-party service vendor designated by the City to administer, control and review false alarm reduction efforts and to administer the provisions of this Chapter.

Alarm company shall mean a person subject to the licensing requirements of section 489.505 Florida Statutes and/or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems.

Alarm permit shall mean a permit issued by the City allowing the operation of an alarm system within the City.

Alarm program liaison shall mean an employee of the City who has been assigned to be the liaison with a third-party service vendor.

Alarm signal shall mean a detectable signal; audible, visual, or electronically, generated by an alarm system, to which law enforcement is requested to respond.

Alarm system shall mean any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, domestic violence alarms or alarms designed to elicit a medical response.

Alarm systems program shall mean a program that aims to reduce the number of false alarms by encouraging proper use, installation, and maintenance of alarm systems.

Alarm user shall mean any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Automatic dial protection device shall mean an automatic dialing device or an automatic telephone dialing alarm system and shall include any system which, upon being activated, automatically initiates to the Police Department a recorded message or code signal indicating a need for law enforcement response.

Business days shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding federal holidays.

Cancellation shall mean the process where response is terminated when the alarm company (designated by the alarm user) notifies the Police Department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

City shall mean the City of Wilton Manors.

False alarm shall mean the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation or the negligence of the alarm user, their employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or their agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Police Department, evidence indicates that no unauthorized entry, robbery or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

Local alarm shall mean an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Monitoring shall mean to receive electrical or electronic signals originating from any structure within the City, where such signals are produced by any alarm system to which law enforcement is requested to respond.

Non-residential includes, but is not limited to: small business concerns, churches, schools, pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, hotels and motels and nursing homes.

Permit year shall mean the one-year period beginning the day and month on which the alarm permit is issued.

Runaway alarm shall mean an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

Self-monitored alarm system shall mean an alarm system that is managed and monitored by a property owner or alarm user without the involvement of an alarm company.

Third party service vendor shall mean a company or individual that provides services to the City but is not directly part of the City.

Sec. 7-2. Third party service vendor.

The City may procure a third party service vendor to process alarm registrations, issuance of alarm certificates, and for the collection of any applicable fees, penalties and late charges, or otherwise to manage an alarm systems program.

Sec. 7-3. Alarm permit.

(a) Exemption. Self-monitored alarm systems are exempt from permit requirements unless one (1) false alarm occurs at the property where the alarm is installed. Should one (1) false alarm occur that prompts a police response at a property of this nature, the exemption is forfeited indefinitely, and the requirements of this Chapter shall apply to the alarm user.

(~~a~~b) *Permit required.* No person shall use an alarm system without first obtaining a permit from the City for such alarm system, and paying the registration fee or renewal fee as prescribed in the City's Consolidated Fee Schedule. A fee is required for annual renewals, by the day and month on which the alarm permit was issued to be paid to the City. The renewal fee shall be waived if there are no reports of a false alarm for the alarm user during the preceding permit year; however, the alarm user shall be responsible for submitting updated registration information. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.

(b) *Application.* The permit shall be requested on an application form or online application portal provided by the City. An alarm user has the duty to obtain an application or seek out the online application portal from the City.

(c) *Transfer of possession.* When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within thirty (30) days of obtaining possession of the property. Alarm permits are not transferable.

(d) *Reporting updated information.* Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City within thirty (30) days of the change. In addition, each year after the issuance of the permit, permit holders will receive notice from the City or third party service vendor requesting updated information. The permit holder shall complete and submit this information to the City or third party service vendor when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.

(e) *Multiple alarm systems.* If an alarm user has one or more alarm systems protecting two (2) or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

Sec. 7-4. Duties of the alarm user.

An alarm user shall:

(1) Obtain an alarm permit;

(2) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms;

(3) Provide the alarm company the permit number that can be provided to the police communications dispatch system;

(4) Deactivate or cause the deactivation of the alarm system within thirty (30) minutes of a false alarm activation;

(5) Respond or cause a representative to respond to the alarm system's location within sixty (60) minutes when requested by the Police Department;

(6) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by the alarm system provider; and

(7) Obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.

Sec. 7-5. Use of licensed contractors.

A registered alarm owner or person in control of an alarm system shall not contract or retain an alarm company which is not properly licensed. Unlicensed alarm contracting is a violation of Florida Statutes and punishable by fine and/or imprisonment.

Sec. 7-6. Duties of an alarm company.

An alarm company performing monitoring services shall:

(1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid while simultaneously requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.

(2) Provide alarm user registration number to the police communications dispatch center to facilitate dispatch and/or cancellations.

(3) Communicate any available information about the location of the alarm to the communications center.

(4) Communicate any available information about an incident that occurred or is occurring at the location that resulted in the activation of the alarm.

(5) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

Sec. 7-7. Prohibited acts.

(a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(b) It shall be unlawful to install, maintain or use an audible alarm system which can sound continually for more than ten (10) minutes.

(c) It shall be unlawful if an activated emergency alarm has not been silenced by the user or their agent if the alarm sounds continuously or if the alarm sounds intermittently for more than thirty (30) minutes from the time a member of the Police Department has inspected the premises.

(d) It shall be unlawful to install, maintain or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Police Department.

(e) It shall be unlawful for any alarm company performing monitoring services to fail to make efforts to verify as legitimate every alarm signal, except a duress, holdup or fire alarm, while simultaneously requesting a police response to an alarm signal.

(f) Unless excepted pursuant to section 7-3(a), it shall be unlawful for any person to operate an alarm system without registering it and obtaining a permit from the City.

(g) It shall be unlawful for any person to fail to fulfill any requirements of this Chapter.

Sec. 7-8. Enforcement of provisions.

(a) *Failure to register.* Civil penalties for failure to register an alarm shall be assessed against residential and non-residential alarm users in the amount of one hundred dollars ($100.00). If the alarm user registers the alarm and pays the required registration fee within ten (10) days of the invoice date for failure to register, the penalty for failure to register the alarm shall be waived.

(b) Failure to report updated information. Civil penalties for failure to report a change in information on an alarm user's permit application within thirty (30) days shall be assessed a civil penalty in the amount of one hundred dollars ($100.00).

(c) *False alarm fines.* It is hereby found and determined that two (2) or more false alarms within a permit year is excessive, constitutes a public nuisance and shall be unlawful. Fines for false alarms within a permit year may be assessed against:

FALSE ALARM RESPONSE NUMBER	RESIDENTIAL	NON-RESIDENTIAL
Second false alarm	$75.00	$125.00
Third false alarm	$100.00	$150.00
Fourth false alarm	$125.00	$175.00
Fifth false alarms	$150.00	$200.00
Six or more false alarms	$200.00	$250.00

Residential shall include, but is not limited to: single family residences, multi-family residences, two-family duplex, townhomes, condominiums or other housing primarily used for living purposes.

(d) *Payment of civil penalty(ies) and fines.* Civil penalty(ies) and fines shall be due within thirty (30) days from the due date of the invoice.

(e) Should the civil penalty or fine remain unpaid for a period of thirty (30) days past the date of the notice of the invoice of the fine as provided in this Section, the City may send the unpaid fee/penalty to a City approved vendor for collections or may have a lien placed on all lands or premises of the property owner if payment is not received by the City. Such liens may be foreclosed by the City in a manner provided by law.

(f) *Discontinuance of law enforcement response.* The failure of an alarm user to make payment of any civil penalty(ies) or fine assessed under this Chapter within thirty (30) days from the due date of the invoice may result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until payment is received. In addition, failure to register and obtain an alarm permit may result in no law enforcement response to an unregistered alarm.

(g) *Other civil penalty(ies).* Violations not outlined in subsections 7-7(a), (b), (c), (d), and (e) will be enforced through the assessment of civil penalty(ies) in the amount of one hundred dollars ($100.00) per violation.

(h) *Collection of civil penalty(ies).* Civil penalty(ies) shall be due to the City as prescribed in an invoice.

Sec. 7-9. Cancellation.

Cancellation of an alarm permit shall be utilized by the alarm user when they disconnect their alarm or move from the property.

Sec. 7-10. Administrative Remedy.

As a condition precedent to filing an appeal under section 7-11, the alarm user shall first file a written request for reconsideration with the third party service vendor within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm program liaison, via the third party service vendor, shall render a written decision on the request for reconsideration within ten (10) business of receipt of the request. A request for reconsideration hereunder shall extend the time for filing an appeal for ten (10) business days following the decision by the alarm program liaison. There shall be no fee to request a reconsideration.

Sec. 7-11. Appeals.

(a) *Appeal process.* Assessments of civil penalty(ies) and other enforcement decisions made under this Chapter may be appealed by filing a written notice of appeal with the Wilton Manors Police Department, ATTN: Alarm Program Liaison within ten (10) business days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision.

(b) *Administrative process.* Appeals shall be heard by a Special Magistrate during an administrative process established by the City. The alarm user shall pay an administrative fee for such process per the City of Wilton Manors Consolidated Fee Schedule. If the Special Magistrate dismisses the civil penalty(ies) and reverses the enforcement decision, the administrative fee shall be refunded to the alarm user.

(c) *Appeal standard.* The Special Magistrate shall review an appeal from the assessment of civil penalty(ies) or other enforcement decision using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the Special Magistrate shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision where warranted. The Special Magistrate's decision is subject to review by proceedings in the nature of certiorari. The decision of the Special Magistrate is final as to administrative remedies within the City, but does not preclude an appeal to any court of competent jurisdiction.

(d) *Fees and costs.* Fees and costs incurred either as service charges for false alarms, late fees, violations and/or appeal assessments shall constitute a lien against the premises to the same extent as a lien for special assessment, and with the same penalties and same rights of collection for foreclosure sale and forfeitures obtained for special assessment liens, and may be handled in that manner by the City. In lieu of this, the City may forward unpaid fees/penalties to a City approved vendor for collections. It shall be unlawful for any person to refuse or fail to pay any cost assessed pursuant to this Article. The refusal or failure to make payment within thirty (30) days of being notified of such expenses after assessment or once an appeal has been concluded shall constitute a separate offense against the City.

Sec. 7-12. Government immunity.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that law enforcement response may be influenced by factors such as: The

availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

Alarm Program Systems has received, reviewed, and accepted the governing terms of City Code of Ordinances: Chapter 7 – Alarm Systems.



Jim Huchingson, President
Alarm Program Systems LLC

Sierra Marrero

From: JaAnal McAden
Sent: Monday, July 27, 2026 4:10 PM
To: Sierra Marrero
Cc: Rhea Rivera; Kerri Fisher
Subject: Fw: False Alarm Reduction Program agreement

Hello Sierra

See below from Wilton Manors...

Ja'Anal D. McAden, MPA, FCCM
Assistant Purchasing Manager/Contract Administrator
City of Oakland Park
1100 Park Lane East
5th Floor Suite 519
Oakland Park, FL 33334
954-630-4204
jaanal.mcaden@oaklandparkfl.gov www.oaklandparkfl.gov

New City Hall location: 1100 Park Lane East (Sky Building South)
Click here for online services.

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-

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

From: Ariel Montalvo <amontalvo@wiltonmanors.com>
Sent: Monday, July 27, 2026 4:08 PM
To: JaAnal McAden <ja'anal.mcaden@oaklandparkfl.gov>
Cc: Brett Glass <brett@alarmprogramsystems.com>; Carol Conol <cconol@wiltonmanors.com>
Subject: Re: False Alarm Reduction Program agreement

CAUTION: This email originated from outside of the City of Oakland Park. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.

Good afternoon, Ja'Anal

Yes, the City is agreeable to Oakland Park utilizing the agreement we have with APS, provided the vendor is agreeable as well. Feel free to reply with any questions.

Regards,

Ariel Montalvo

Ariel Montalvo
Purchasing Coordinator
City of Wilton Manors
2020 Wilton Drive,
Wilton Manors, Florida 33305
Phone: (954)390-2171
Email: amontalvo@wiltonmanors.com

City Hall is open 7:00 am to 6:00 pm Monday through Thursday and closed on Fridays.

From: JaAnal McAden <ja'anal.mcaden@oaklandparkfl.gov>
Sent: Monday, July 27, 2026 3:42 PM
To: Ariel Montalvo <amontalvo@wiltonmanors.com>
Subject: False Alarm Reduction Program agreement

EXTERNAL EMAIL WARNING!
THIS IS AN EMAIL FROM AN OUTSIDE SENDER!
Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.
If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Hello Ariel,

Thank you for taking the time to speak with me.

Please confirm whether Wilton Manors is agreeable to the City utilizing the False Alarm Reduction Program agreement with Alarm Program Systems, LLC (APS).

Thank you.

Ja'Anal D. McAden, MPA, FCCM
Assistant Purchasing Manager/Contract Administrator
City of Oakland Park
1100 Park Lane East
5th Floor Suite 519
Oakland Park, FL 33334
954-630-4204
jaanal.mcaden@oaklandparkfl.gov www.oaklandparkfl.gov

New City Hall location: 1100 Park Lane East (Sky Building South)

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CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 7.

MEETING DATE: 8/5/2026

PREPARED BY:	John Preston Assistant Fire Chief Stephen Krivjanik Fire Chief	**DEPARTMENT HEAD APPROVAL:**	Fire Admin

SUBJECT: Purchase and Installation of Zoom Room Equipment for Backup EOC at Fire Station 9

1. BACKGROUND/HISTORY

Issue Statement: Oakland Park's previous Emergency Operations Center (EOC) was located in the Municipal Building at 5399 N. Dixie Highway and included a Zoom Room for emergency management activities. Following completion of the new Public Works Facility, the City relocated its primary EOC to that facility, requiring the purchase and installation of new Zoom Room equipment. Additional Zoom Room equipment is also needed for the City's backup EOC at Fire Station 9.

Recommended Action: Adopt a resolution approving the purchase of Zoom Room equipment and related installation services from Full Moon Creative for the backup EOC at Fire Station 9, as well as other Zoom Room equipment and related installation services that may be required citywide for emergency operations, and approve the proposed Budget Amendment.

2. CURRENT ACTIVITY

The City's current A/V vendor, Full Moon Creative, LLC, has provided a proposal for the Zoom Room equipment and installation services in the amount of $14,215.55, in accordance with City of Dunedin RFP No. 25-2533.

While this purchase is less than $25,000, City Commission approval is required because cumulative annual expenditures with this vendor will exceed $25,000 in Fiscal Year 2026. Also, a proposed Budget Amendment is included to provide additional funds in the amount of $1,216 needed to support the total expenditure.

3.FINANCIAL IMPACT

As detailed in the attached proposal from Full Moon Creative, LLC, the total cost to purchase and install Zoom Room equipment at the Emergency Operations Center (EOC), located at Fire Station 9, is $14,216. An additional $1,216 is included in the proposed budget amendment, attached as Exhibit C, to fully fund the Zoom Room equipment.

The proposed expenditure is as follows:

Purchase and Installation of Zoom Room Equipment for Backup EOC at Fire Station 9			
Acct. Name & Number	Available Budget	Proposed Expenditure	Remaining Available
Capital Outlay Machin & Equip 00155525.464010	$ 14,216	$ 14,216	$ (0)

4. RECOMMENDATION

Adopt a resolution approving the purchase of Zoom Room equipment and related installation services from Full Moon Creative for the backup EOC at Fire Station 9, as well as other Zoom Room equipment and related installation services that may be required citywide for emergency operations, and approve the proposed Budget Amendment.

ATTACHMENTS:

Resolution
Dunedin Award RFP 25-2533
Full Moon Dunedin Submittal
Full Moon Project Proposal
Proposed Budget Amendment

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF ZOOM ROOM EQUIPMENT AND RELATED INSTALLATION SERVICES FROM FULL MOON CREATIVE FOR THE BACKUP EOC AT FIRE STATION 9, AS WELL AS OTHER ZOOM ROOM EQUIPMENT AND RELATED INSTALLATION SERVICES THAT MAY BE REQUIRED CITYWIDE FOR EMERGENCY OPERATIONS, AND APPROVE THE PROPOSED BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the purchase of Zoom Room equipment and related installation services from Full Moon Creative for the backup EOC at Fire Station 9, as well as other Zoom Room equipment and related installation services that may be required citywide for emergency operations, and approve the proposed Budget Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the purchase of Zoom Room equipment and related installation services from Full Moon Creative for the backup EOC at Fire Station 9, as well as other Zoom Room equipment and related installation services that may be required citywide for emergency operations.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves the Proposed Budget Amendment attached hereto as Exhibit “A”.

SECTION 4. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____

MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____

RENEE M. SHROUT, CMC
CITY CLERK

City of DUNEDIN Florida

November 25, 2025

Howard Attias, Principal
Dwight Moon, Principal
Full Moon Creative, LLC
10001 NW 50th Street, Suite 202
Sunrise, FL 33351-8093
Email: hattias@fullmooncreative.com
dmoon@fullmooncreative.com

RE: RFP 25-2533 Broadcasting-Media Room Services for Commission Chamber-REBID

Afternoon, Gentlemen

The Dunedin City Commission approved the award of your firm for the RFP reference above. Invoices issued for these services will reference the contract information below. This contract information must be included on all invoices and correspondence related to this bid.

Purchase Order No. 260331
RFP 25-2533 Broadcasting-Media Room Services for Commission Chamber-REBID

Please call me at 727-298-3077 if you have any questions or need additional information. The City of Dunedin looks forward to working with your company.

Sincerely,

Tammy J. Winton

Tammy Winton, CPPO, FCCM, CPPB
Purchasing Manager
City of Dunedin

Attachment: Purchase Order No. 260331

Section 4: Cost/Fee Response

We are pleased to provide the City with our Cost/Fee Response in accordance with Section D, Response Format Requirements, Paragraph 5 *(RFP section included for ease of reference)*:

RFP Section C, Scope of Services 2.7: Cost

a) The Consultant shall provide a firm, fixed fee inclusive of all costs (labor, equipment, materials, travel, printing, etc.) and a payment schedule based on various milestones. Please provide a response for the Complete Package of services listed under the Scope of Services.

b) The City will issue a Purchase Order under the terms and conditions of this RFP and your proposal to complete the work. Should the Consultant require the City to sign an agreement, the Consultant shall submit a sample agreement in this section of the response.

Response:

Service Description	Unit/Detail	Price
Regular Meeting Services		
2 hour AV operator setup, system check, troubleshoot (per operator)	Flat fee per meeting	$210.00
Meeting coverage, per hour (rounded to .25 hr, per operator)	Hourly	$50.00
Meeting coverage after 8 hours onsite (including setup, per operator)	Hourly	$80.00
Fixed administrative fee (scheduling, transport, insurance, etc.)	Per meeting	$115.00
One-time contract setup fee (training, extra staff for first meeting, system familiarization)	One-time	$4,000.00
Installed AV Systems Consultation, Maintenance, and Service		
Crestron remote programming	Hourly per tech	$175.00
Extron remote programming	Hourly per tech	$150.00
Q-SYS remote programming	Hourly per tech	$125.00
Remote System Design R&D	Hourly per tech	$95.00

Service Description	Unit/Detail	Price
Remote System Design	Hourly per tech	$125.00
Remote troubleshooting	Hourly per tech	$85.00
Remote access software fee	Monthly	$15.00
In-person technical visit (minimum two people)	Hourly per tech plus callout fee	$125.00/hr + $250.00 callout fee
General AV Consulting (Remote)	Hourly per technician	$95.00
Professional Bid Writing for AV projects	Hourly	$145.00
Installed AV Systems Parts		**Discount (%) from list price**
Extron, Q-SYS, Televic, AVPro Edge, RTI, Bullet Train, AudioControl		15%
Sonance, iPort, Blaze, LEA Professional, WattBox, Sony Pro, Marshall Furniture, Belden, LG Pro, Da Lite, Middle Atlantic, Inogeni		10%
AMX		8%
Legrand AV Brands (other than Middle Atlantic), ADI Pro, Panduit, Samsung Pro		5%
Any other brand (as needed, if available)		0% or greater
Exclusions, limitations, and availability may apply for listed brands		—
Assorted Other Optional Services		**Price**
YouTube Channel Management Fee		Based on scope. To be quoted
Human transcription of meeting w/ speaker names, DOCX/PDF	Per minute of video	$1.50/min
Managed cloud archival of meeting recordings	Per meeting	$50.00/per

Service Description	Unit/Detail	Price
Dell Pro Micro Jump Box for remote system access/troubleshooting	One-time	$1,000.00

Important Notes about Pricing Proposal

1. Full Moon Creative is anticipating (1) AV operator required, based on Addendum 1 statement about no audio mixing, however this can be increased to (2) if the City would feel more comfortable
2. For Installed AV system parts, some products from the listed manufacturers may be unavailable at the discount shown. This can happen for many reasons including but not limited to different business segments, tariffs, supply chain issues, price increases, discontinuations, manufacturer policy changes, new products, etc.
    a. As an example, we may be able to offer a discount on Samsung Commercial Display, but not on Samsung Consumer Electronics. Or, we may be able to offer a discount on a Middle Atlantic rack shelf, but perhaps not a full-size rack.
    b. Listed discounts do not include any discount on shipping and handling, or any discount on tariff surcharges or other external surcharges.
    c. Full Moon Creative LLC cannot honor any promotional sales on items and must use the list pricing we are providing by our manufacturers and distributors.
    d. Manufacturer or distributor pricing information is generally subject to NDA and may in some cases be undisclosed to the client or the general public under public records law.
    e. Full Moon Creative LLC reserves the right to decline the sale of any item for any reason at any time.
    f. Cancellations within 72 hours of scheduled meeting will be billed the fixed administrative fee and the 2 hour AV operator setup fee.
    g. Full Moon Creative LLC requires a 50% deposit plus progress payments on all installed AV system project invoices over $2,000.00. Balance remaining after deposit shall be split into four equal installments at the completion of the below stages:
        i. 25% = materials delivered to client site or approved storage location
        ii. 50% = rough-in completed, some infrastructure installed, some hardware mounted
        iii. 75% = completion of majority equipment installation, initial system programming
        iv. 90% = substantial completion, system operational and subject to final adjustments and minor changes.
3. Full Moon Creative will impose an annual cost increase to this contract based on the Bureau of Labor Statistics Consumer Price Index, not to exceed 5% per year, for the first three years. Once this period is concluded, Full Moon Creative shall have the ability to apply an additional adjustment to the contract price every three years to account for any cumulative CPI increases that exceeded the 5% annual cap during the prior three-year period. Such adjustments will be calculated as the aggregate amount by which the CPI exceeded the 5% cap annually, and this cumulative amount shall be added to the contract price.

Full Moon Creative, LLC
10001 NW 50th Street
Suite 202
Sunrise, Florida 33351

Project: Oakland Park Fire Station EOC
Client: City of Oakland Park
FMC WO#: FMCQ-2118
Version: 1.0 / July 23, 2026 10:33

Scope

PRICING IN THIS PROJECT AS PER CITY OF DUNEDIN RFP 25-2533, A COMPETITIVELY BID CONTRACT AWARDED TO FULL MOON CREATIVE, LLC

The goal of this project is to maintain consistency with your existing conference rooms rather than create a new conference room concept with enhanced user experience. This approach prioritizes user familiarity and simplicity, which is particularly valuable given the room's role as an EOC.

The scope consists of three parts:

1. Install and configure the hardware for a Zoom Rooms deployment, including (1) owner-furnished Mini PC to run the Zoom Rooms software, (1) owner-furnished iPad A16 in a new iPort Connect Pro case with magnetic wall docking station for system control, and (1) Aver PTZ camera.
2. Install and patch a wired HDMI wall plate that can feed either display.
3. Install the Zoom Room audio system, consisting of a Shure MXA920, a Shure ANIUSB-MATRIX, an RDL compact 35W amplifier, and (6) QSC ceiling speakers. The MXA920 keeps us consistent with the other spaces; the ANIUSB-MATRIX is used in place of the P300 because no outboard DSP is required here.

For video distribution, two 1x4 HDMI-over-CAT5e systems split the signal from both the HDMI wall port or the Zoom Room processor and route it to each TV. Running two independent splitter systems means any TV can display any source - wall plate or Zoom. Each unit also has one direct HDMI output in addition to its four HDMI-over-CAT outputs, so the design provisions equipment for up to five total TVs. The direct HDMI output on each unit will feed the primary TV behind which the AV equipment lives, with the HDMI-over-CAT outputs feeding all other TVs.

We are also extending the camera's USB signal from its mounting location back to the AV rack. On that note, we recommend the City consider adding a TV at the rear of the room. This would let in-room participants face the camera when speaking to remote participants while keeping the podium and main presentation screens visible on camera. It would also eliminate the cost of the USB extender, since the AV equipment could simply be mounted behind that rear display.

An advantage of a magnetically-removable iPad wall mount is that it can be taken to the table, which makes controlling the room easier (since the iPad cannot be mounted permanently to the table due to the nature of the room). Things like muting, PTZ control and more do not have to be done standing up / at the door.

Full Moon Creative, LLC
10001 NW 50th Street
Suite 202
Sunrise, Florida 33351

Project: Oakland Park Fire Station EOC
Client: City of Oakland Park
FMC WO#: FMCQ-2118
Version: 1.0 / July 23, 2026 10:33

Conference Room

Audio

Image	QTY	Description	MSRP	DISC	Price	Price EXT
	1	Shure MXA925W-S Ceiling Array Microphone, White, Square	$5,000.00	0%	$5,000.00	$5,000.00
	1	Shure ANIUSB-MATRIX 4CH IN/2CH OUT USB MATRIX MIX,DNTE,BLOCK	$1,185.00	27.8%	$856.00	$856.00
	1	RDL FP-PA35A FP-PA35A Audio Amplifier 35 W, 25 V / 70 V / 100 V with Power Supply	$425.45	6%	$400.01	$400.01
	6	QSC AD-C4T-ZB-WH 4.5" Ceiling Speakers, White	$250.00	15%	$212.50	$1,275.00
	0.1	Belden 6200UE 0101000 16AWG Speaker Wire, CMP	$508.40	10%	$457.56	$45.76
	1	FMC CAT6			$100.00	$100.00

Control and Processing

Image	QTY	Description	MSRP	DISC	Price	Price EXT
	1	***OWNER FURNISHED*** Apple MD3Y4LL/A iPad A16 128G/WiFi/Silver	$349.00	100%	$0.00	$0.00
	1	IPORT 72350 CONNECT PRO WallStation Black - Magnetic Wall Mount for iPad with Charging and PoE LAN pass-through	$300.00	10%	$270.00	$270.00
	1	IPORT 72101 CONNECT PoE+ Network Adapter	$175.00	10%	$157.50	$157.50
	1	IPORT 72340 CONNECT PRO CASE 10.9 BLACK works with iPad (10th gen)	$300.00	10%	$270.00	$270.00
	1	***OWNER FURNISHED*** OFE Computer			$0.00	$0.00

Property of Full Moon Creative, LLC
Private and Confidential, Except by Applicable Law

Full Moon Creative, LLC
10001 NW 50th Street
Suite 202
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Project: Oakland Park Fire Station EOC
Client: City of Oakland Park
FMC WO#: FMCQ-2118
Version: 1.0 / July 23, 2026 10:33

Image	QTY	Description	MSRP	DISC	Price	Price EXT
	1	Netgear NET-GS308EPP-100NAS 8 port PoE+ Managed Switch	$119.99	0%	$119.99	$119.99

Video

Image	QTY	Description	MSRP	DISC	Price	Price EXT
	1	AVer CAM520PRO3 CAM520 Pro3 Conference Camera	$1,199.99	0%	$1,199.99	$1,199.99
	1	AVer COMVCMNT6 CAM520 PRO Wall Mount	$25.20	0%	$25.20	$25.20
	1	FMC HDMI Wall Plate Decorator			$25.00	$25.00
	2	KanexPro SP-HDPOC1X4 HDMI 1x4 Distribution Amplifier over CAT5e 6 Outputs and Power over Cable	$649.95	11.5%	$575.00	$1,150.00
	1	KanexPro EXT-USB3100M USB 3.1 5Gb/s Extender over Cat 6	$399.95	12.5%	$350.00	$350.00
	1	BulletTrain AC-BT03-AUHD Bullet Train 3 Meter HDMI Cable (9.8FT) - In-Wall Rated HDMI Cable	$41.00	15%	$34.85	$34.85
	1	FMC Brushed Wall Plate			$5.00	$5.00

Equipment Total $11,284.30

Full Moon Creative, LLC
10001 NW 50th Street
Suite 202
Sunrise, Florida 33351

Project: Oakland Park Fire Station EOC
Client: City of Oakland Park
FMC WO#: FMCQ-2118
Version: 1.0 / July 23, 2026 10:33

PROJECT SUMMARY

SYSTEMS

	EQUIPMENT
AUDIO	$7,676.77
CONTROL AND PROCESSING	$817.49
VIDEO	$2,790.04

LABOR & INTEGRATION

	HOURS	RATE	PRICE
INSTALLATION LABOR	18.25	$125.00	$2,281.25
PROGRAMMING	4.00	$125.00	$500.00
	LABOR & INTEGRATION TOTAL		$2,781.25

LOGISTICS	$0.00
MISC. HARDWARE & ACCESSORIES	$150.00

PROJECT TOTAL	$14,215.55

Property of Full Moon Creative, LLC
Private and Confidential, except by applicable law.

Full Moon Creative, LLC
10001 NW 50th Street
Suite 202
Sunrise, Florida 33351

Project: Oakland Park Fire Station EOC
Client: City of Oakland Park
FMC WO#: FMCQ-2118
Version: 1.0 / July 23, 2026 10:33

Acceptance

Financial

Payment Schedule
Invoiced upon 90% completion, net 30 days.

Equipment Total	**$11,284.30**
Shipping Total	**$0.00**
Labor Total	**$2,781.25**
Misc. Hardware & Accessories	**$150.00**
Subtotal	**$14,215.55**
Total Tax	**$0.00**
Project Total	**$14,215.55**

Acceptance

City Of Oakland Park

Signed — Date: 7/23/26

Print Name: STEVE KRIVANEK — Title: FIRE CHIEF

Full Moon Creative

Signed — Date: 7/23/26

Print Name: Howard Attias — Title: Principal

Proposed Budget Amendment

5-Aug-26

PURCHASE AND INSTALLATION OF ZOOM ROOM EQUIPMENT FOR BACKUP EOC AT FIRE STATION 9

Recommended Budget Amendment

Type	Acct. Name & Number	Revised Budget	Recommended Amendment	Adjusted Budget
Expenditure	Operating Supplies 00155525.452000	$ 13,000	$ (13,000)	$ -
Expenditure	Capital Outlay Machin & Equip 00155525.464010	$ -	$ 13,000	$ 13,000
Expenditure	Other Cur Charges 00155522.449000	$ 600,000	$ (1,216)	$ 598,784
Expenditure	Capital Outlay Machin & Equip 00155525.464010	$ 13,000	$ 1,216	$ 14,216

THE ABOVE LINES ARE TO PROVIDE ADDITIONAL FUNDING FOR THE PURCHASE AND INSTALLATION OF ZOOM ROOM EQUIPMENT AT FIRE STATION 9 BY FULL MOON CREATIVE, LLC., UTILIZING AVAILABLE FUNDS WITHIN THE GENERAL FUND.

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 8

MEETING DATE: 8/5/2026

PREPARED BY:	John Preston Assistant Fire Chief	**DEPARTMENT HEAD APPROVAL:**	Fire Admin
	Stephen Krivjanik Fire Chief		

SUBJECT: Second and Final Renewal of the Agreement with EMS Management & Consultants, Inc. for Fire Rescue EMS Billing Services

1. BACKGROUND/HISTORY

Issue Statement:

The City requires professional emergency medical transport billing and collection services to process ambulance transport claims, submit claims to Medicare, Medicaid, private insurers, and other responsible parties, collect outstanding balances, provide customer service, maintain billing records, and support compliance with federal and state healthcare billing requirements.

On December 4, 2024, the City Commission adopted Resolution R-2024-221 and authorized an agreement with EMS Management & Consultants, Inc. (EMSMC) utilizing Seminole County's competitively awarded contract for Emergency Transport Billing and Collection Management Services under RFP No. 604347-22/TKH. The Seminole County master contract had an initial term beginning August 31, 2022, and ending August 30, 2025, with two additional one-year renewal options. Oakland Park's initial agreement remained in effect through August 30, 2025.

The City subsequently exercised the first one-year renewal option for the period August 31, 2025, through August 30, 2026. Seminole County has now exercised the second and final renewal of the master contract for the period August 31, 2026, through August 30, 2027, with the existing pricing, terms, and conditions remaining unchanged. EMSMC has agreed to extend the same pricing, terms, and conditions to Oakland Park.

Following this renewal, no additional renewal options will remain.

Recommended Action:

Staff recommends the City Commission adopt a resolution authorizing the appropriate City officials to

execute the second and final, renewal agreement with EMS Management & Consultants, Inc. (EMSMC), using the pricing, terms and conditions of the Seminole County contract for Emergency Transport Billing & Collection Management Services, RFP-604347-22/TKH, for the period August 31, 2026, through August 30, 2027.

Background:
Since 2003, Oakland Park Fire Rescue has participated in the Countywide Electronic Patient Care Reporting Program. The electronic patient care reporting system allows field personnel to document patient care and transport information electronically and provides the records necessary to support ambulance billing, collection, regulatory reporting, and statistical analysis.

EMSMC receives authorized patient transport information from the City and provides billing, collection, customer service, reporting, reconciliation, supplemental-payment support, and related revenue-cycle services. The contractor is also required to maintain appropriate safeguards for protected health information and comply with applicable Medicare, Medicaid, Health Insurance Portability and Accountability Act, and other regulatory requirements.

2. CURRENT ACTIVITY

The proposed second and final renewal will allow EMSMC to continue providing emergency transport billing and collection services without interruption from August 31, 2026, through August 30, 2027.

The current contract pricing will remain unchanged during the final renewal term. The applicable fees include:

- 3.80% of net collections received on non-Medicaid accounts;
- $7.00 for each Medicaid account or claim processed;
- 6.00% of revenues received through the Public Emergency Medical Transportation fee-for-service program;
- 3.00% of Medicaid managed-care supplemental revenues; and
- 15.00% of amounts collected through separately authorized delinquent-account collection services.

The renewal does not change the contractor's existing scope, pricing, reporting responsibilities, data-security obligations, insurance requirements, or other contractual requirements.

3. FINANCIAL IMPACT

The terms and conditions of the Seminole County Master Services Agreement outline a variety of different fee elements for different services to be provided under the contract.

The total value of the general fee for ambulance billing is highly variable and is

dependent on the volume of transports and the collections on the bills generated for these services. As the cost is percentage-based, improved collection efforts would result in more fees being paid, but these costs would be offset by the increased revenues.

Other fees do apply for other activities, such as specific fees related to reports for federal and state programs. In addition, Medicaid billings are based on a flat fee amount, in conformance with federal requirements. Average monthly fees paid to EMSMC is $3,800 or $45,600 annually.

Sufficient funding is available in the FY 2026 Adopted Budget to support the Seminole County contract renewal for Emergency Transport Billing and Collection Management Services under RFP No. 604347-22/TKH through the remainder of the fiscal year.

For FY 2027, sufficient funding is also included in the proposed budget for the upcoming year covering the contract period from October 1, 2026, through August 30, 2027. These funds will become available upon adoption of the FY 2027 Budget by the City Commission in September.

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution authorizing the appropriate City officials to execute the second and final renewal agreement with EMS Management & Consultants, Inc. (EMSMC), using the pricing, terms and conditions of the Seminole County contract for Emergency Transport Billing & Collection Management Services, RFP-604347-22/TKH, for the period August 31, 2026, through August 30, 2027.

ATTACHMENTS:

Resolution
Seminole County 2022 RFP
Seminole County Contract
Seminole County Amendment
OP EMSMC Original Agreement
Seminole County First Renewal Agreement
OP First Renewal Agreement
Seminole County Second Renewal Agreement and Vendor Request to Renew
OP Second Renewal Agreement

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SECOND AND FINAL, RENEWAL AGREEMENT WITH EMS MANAGEMENT & CONSULTANTS, INC. (EMSMC), USING THE PRICING, TERMS AND CONDITIONS OF THE SEMINOLE COUNTY CONTRACT FOR EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES, RFP-604347-22/TKH, FOR THE PERIOD AUGUST 31, 2026, THROUGH AUGUST 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the second and final, renewal agreement with EMS Management & Consultants, Inc. (EMSMC), using the pricing, terms and conditions of the Seminole County contract for Emergency Transport Billing & Collection Management Services, RFP-604347-22/TKH, for the period August 31, 2026, through August 30, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate city officials to execute the second and final, renewal agreement with EMS Management & Consultants, Inc. (EMSMC), using the pricing, terms and conditions of the Seminole County contract for Emergency Transport Billing & Collection Management Services, RFP-604347-22/TKH, for the period August 31, 2026, through August 30, 2027. A copy of the Second and Final Renewal is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

SUBMIT PROPOSALS TO: (www.seminolecountyfl.gov/purchasing) the County Website	**REQUEST FOR PROPOSALS (RFP)** And Proposer Acknowledgment
Contact: Tammy Hodgkins, CPPB, BAS Senior Procurement Analyst Phone: 407-665-7115 Email: thodgkins@seminolecountyfl.gov	**RFP-604347-22/TKH** **Term Contract for Seminole County Emergency Transport Billing & Collection Management Services**

PROPOSAL DUE DATE – June 15, 2022
Time: 2:00 PM (Eastern Time)

Presentations by all responsive and responsible vendors to be scheduled outlining and walking through operation of the Client software

Location of Public Opening:
Conducted Virtually via ZOOM www.zoom.us , Meeting ID: 865 8422 2565, Pass Code: 520343

Proposer Name: EMS Management & Consultants, Inc.	Federal Employer ID Number: 56-1969494
Mailing Address: 2540 Empire Drive, Suite 100	If returning as a "No Submittal", state reason (**if so, return only this page**):
City, State, Zip: Winston-Salem, NC 27103	
Type of Entity **(Circle one)**: Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: North Carolina List of Principals: Greg Carnes, CEO Jay Gyure, CFO; Kate Pruitt, COO;	**The undersigned Proposer hereby acknowledges receipt of Addenda Numbers 1 through 2:** Authorized Signature (Manual) 6/14/22 Date
Email Address: Greg.Carnes@emsbilling.com	Typed Name: Greg Carnes
Telephone Number: 336.714.9085	Title: Chief Executive Officer
Fax Number: 336.347.9705	Date: June 14, 2022

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

Part - 1

EXHIBIT A –SCOPE OF SERVICES

REQUIREMENTS

1. Agency must be primarily engaged in the business of providing medical collection and billing services for ambulance transport providers
2. Agency must have EMS accident-related claim experience for Auto or Work Comp payers and has a system in place to research and obtain liability claims information, submit demand letters.
3. Agency must have a comprehensive understanding of Medicare, Medicaid and other insurance and HMO companies' rules, regulations and procedures as they relate to operations in the State of Florida.
4. Agency must have a proven record of having provided this service to other ambulance transport providers. Size and diversity shall be a consideration.
5. Agency must be currently engaged in the business of medical collection and billing services with a minimum of five (5) years' experience.

The Agency is expected to provide a comprehensive EMS electronic billing system. The Agency is expected to function as an independent contractor. Rates charged for all services rendered for the County transports shall be those rates adopted by the County Board of County Commissioners and they are as follows:

BLS = $750.00
ALS = $800.00
ALS2= $800.00
Mileage = $13.00

These rates will remain subject to modification at any time; the County will notify the successful Agency of any changes to the established rates. All policy decisions will be made by the County and administered by the successful Agency. The County will provide all appropriate data regarding a patient's care, prior to and up to transfer of care to a hospital, on a weekly basis, or sooner. The Agency must provide a secure website for transmittal of the data and ensure that all HIPPA regulations are satisfied. The format of the data file will be determined by the County or the current EMS data collection software being used in the field by the County.

The Agency is expected to perform all necessary services related to the development, implementation, operation and maintenance of a medical billing and collection system, which includes associated software and hardware, establishment of master files and sub-files, an invoice tracking system, an accounts receivable system by patient name/account/run number (I.R.), and related financial and management reports as deemed necessary by the County. The Agency, in carrying out the above, will be expected to cooperate with the County to determine the training, forms, requirements, necessary files and other materials and services which are required to initiate and maintain these operations.

The Agency shall be responsible for developing, implementing, monitoring, adopting, reporting, and certifying compliance with, policies and procedures and practices designed to ensure compliance with the requirements of Medicare, Medicaid, and all other federal and local billing or coding agents or consultants for Emergency Medical Services, and with the requirements set forth in this RFP.

It shall be the responsibility of the Agency to constantly update the billing system so that it complies with the current requirements established by the medical carriers. It shall be the responsibility of the Agency to notify the

County, in writing, of any changes that necessitate a change in policy for billing. All policy decisions shall be made by the County and shall be transmitted to the Agency in writing.

The Agency shall store all information collected on data processing magnetic data. Information shall be maintained on-line in the system for immediate access. All collected information shall be retained for a minimum of five (5) years upon separation from the County. All collected information shall be backed up with a separate media.

All files information relative to the County transport billing system shall be maintained separately from any other account managed by the Agency. Adequate security, such as password protection, shall be provided to insure privacy of records.

SCOPE OF SERVICES

The Agency shall perform the following:

1. Provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payments received. The monthly invoice should show gross collections, patient refunds, Medicaid collections, net collections, Medicaid transports, Privacy Notice Mailing fee and Agency invoice amount.

2. Provide reasonably necessary training to appropriate County EMS/Fire/Rescue personnel regarding the gathering of necessary information and proper completion of run tickets. The Agency will provide all required information to the County to review and forward to the Contracted Collection Company for delinquent accounts.

3. Provide prompt submission of Medicare, Medicaid, and insurance claims within ten (10) business days after receiving the completed patient billing information, which shall be the Agency's notice to commence the billing/collection service. Ability to receive the County's transport records file digitally. The receipt of the digital transport records will meet with the County's file layout criteria. Secondary insurance provider claims shall be submitted within ten (10) business days after the primary insurance provider has paid, this process should also include Medicare secondary. Agency shall follow-up promptly on rejected and inactive claims and establish payer remittance accounts and procedures. If there is no response from insurance companies within 45 days claims will be resubmitted.

4. Reconcile the number of transports collected with those transmitted to the Agency. The Agency shall contact EMS/Fire/Rescue within twenty-four (24) hours of receipt to report any discrepancies.

5. Agency shall provide a designated liaison for patient/payer concerns.

6. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange. Provide a toll-free telephone number and secure web site address for customer access. All correspondence from the Agency to patients must contain a contact number for the Agency Customer Service Office. All billing mailings must have the Agency's return address on the envelopes.

7. Agency shall provide postage for the mailing of all invoices, forms, and citizen surveys.

8. Agency shall provide training to appropriate Rescue personnel regarding the gathering of necessary information and proper completion of documentation at no additional charge.

9. Implement a collection system involving a minimum of six (6) invoices, which will include an initial statement to all transported patients. All delinquent accounts with an outstanding balance greater than twelve months, upon review by the County, and referred to the Agency is to be determined to be Collection accounts. Establish a follow-up campaign of up to twenty-four (24) telephone attempts to collect all private pay accounts with outstanding balances, including required co-payments and deductibles assessed by Medicare, Medicaid, HMO's or private insurance. Records of telephone calls and contacts shall be maintained and available to the County via on-line access to the Agency's database. Any payment on an account shall reset this cycle. Returned mail accounts are exempt from the above-required subsequent mailings. The County reserves the right to approve the invoice format. The invoice will contain a statement in Spanish to call the toll-free telephone number for assistance.

10. Agency shall utilize the approved hospital medical record identifier number (MRI#) to contact the hospital in retrieving patient information that was not available during transport. It will be the responsibility of the agency to have a current agreement and software in place with each hospital for Health Data Exchange to update the patient's account in a timely manner.

11. Agency will provide skip tracing through a nationally recognized change of address system; example would be Accurint or similar agency. A credit information resource will be used to determine returned mail corrections and Agency will resubmit statement to patient with corrected address.

12. Attempt to collect all balances due for services rendered as well as attempt to assess patient's ability to repay the debt, and if necessary, extend time payments, all subject to such policy guidelines as the County may establish.

13. Process requests for refunds through County on a monthly basis and provide EMS/Fire/Rescue Division with documentation of each refund processed.

14. Provide to EMS/Fire/Rescue Division all unpaid invoices along with the complete processing history once collection efforts are exhausted. Should the agreement be terminated for any reason, the Agency shall turn over all existing information and documentation in its possession concerning existing unpaid accounts. Such information shall be transmitted by an electronic medium reasonably acceptable to EMS/Fire/Rescue.

15. The Agency shall provide sufficient bi-lingual personnel to process all billing/run tickets in a timely, efficient and effective manner and shall respond promptly to the County and patients on requests for information or records.

16. Agency will be HIPAA compliant with all their federal standards and will provide their policy upon request. **The Agency shall be willing to sign the HIPAA Business Associate Agreement** (Reference Attachment 3) regarding the use of any confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process other than disputes with the County over billing services.

17. Any procedures described in this scope of services represents a minimum effort required by the Agency and shall not limit the Agency's use of its proprietary accounts receivable and billing and collections systems, including modifications as required by major provider groups, or its usual and customary practices. The successful collection rate will be calculated on a monthly basis and reflect the percentage based upon what is billed versus what is actually collected before any other action is taken on the account, not including any reduction or write-off for uncollectible Medicare or Medicaid payments.

The Agency will use its "best efforts" to ensure that the annual collection rate does not fall below an annual 65% minimum. If the annual collection rate falls below 65%, the County will require the Agency to provide justification or corrective action.

18. The following monthly reports shall be prepared by the Agency and submitted to the County:

Reports: (Reference Attachment 4)

a) Transport Charges & Collections
- **EMS Billing Collection Report – By Financial Class**

b) Billing & Collection Summary
- **EMS Billing Activity Summary Report**

c) Ambulance Payment
- **EMS Billing Collection Report – By Financial Class**

d) Ambulance New Patient Billing
- **Not included in Agency's new reports, AB2070 in old reports**

e) Ambulance Unit Report
- **Not included in Agency's new reports, AB0060 in old reports**

f) Collection by Financial Class
- **EMS Billing Collection Report – By Financial Class**

g) Report of Accounts Receivable
- **EMS Billing Activity Summary Report**

h) Ambulance Billing Adjustments – Write Offs – Reversals

i) Accounts Receivable for Collections
- **EMS Billing Management Summary Report (Accounts Closed)**

j) Audit Report of Accounts Changed
- **EMS Billing Activity Summary Report (Adjustments)**

k) Insurance Denial
- **New request, Not included in Agency's new reports**

l) Revenue Per Transport Report
- **New request, Not included in Agency's new reports**

m) Revenue Report
- **New request, Not included in Agency's new reports**

19. The County requires on-line read-only and printable access to the Agency's patient billing database, which will include the ability to select by account number or by last name index. The database access will include the following information:

- Incident location and unit ID
- Patient contact information
- Date of Service
- Transport mileage
- Transport rate & mileage charge
- Number of mailings
- Patient message screen with dates and descriptions of mailings, communication with patient, insurance company, attorneys, etc.
- Payment screen showing adjustments, payment type, payer name, check number, date received, amount of payment and balance due
- Simple and easy access to the detailed Explanation of Benefits (835) from insurance companies, any and all correspondences.

20. In the case of any untimely claims refusal of payment from an insurance company for which the Agency is responsible, the full amount of the transport charge will be credited to the patient's account and deducted from the calculation of the County's monthly invoice.

21. In case of a catastrophic event a toll-free telephone number will be available for patient access within 24 hours. The Agency will provide the County with a copy of the Agency's Disaster Plan.

22. Agency will attend at least one meeting annually with the County at a mutually agreed upon specified location.

23. Agency will be responsible for tracking the Medicare and Medicaid renewal dates and application forms for the County.

Description of Consulting Services and Revenue Recognition Process

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate In the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS.
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation on of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.

- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County's Representatives to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- Respond to, and represent County on-any AHCA or CMS audit, review or communication regarding any PEMT cost report prepared by Agency and delivered to AHCA on behalf of the County

FEES

- All revenue realized by the County from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program shall be paid in full directly to County. Revenue realized as result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.
- Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be upon the approval of the specific methodology successfully implemented by Agency and County. Agency will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental revenues are received by the County.
- Agency will invoice and receive revenue upon the receipt of revenue received by County for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the Agency to generate invoices. Agency will invoice County based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within thirty (30) days of receipt of funds by the County.
- County will remit payment to Agency within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within thirty (30) days of receipt of revenues by the County. The contingency fees to be paid associated with the respective successful Implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment programs.

All responsive and responsible Vendors who submit a proposal must provide a demonstration of the client's side of the billing software, in person or via zoom prior to award.

Part 2

INSTRUCTIONS TO PROPOSERS

Section 1 - Contact: All prospective Proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager, Deputy Manager, or any Seminole County Staff member other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person regarding this RFP or their written proposal at any time prior to the posting on the County's Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the County.

Section 2 - Public Opening: Electronic submittals shall be received at PCD in accordance with the instructions in these solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7115. The Public Opening via ZOOM https://zoom.us/ Meeting ID 865 8422 2565 Passcode 520343.

Section 3 - Delays: The County, at its sole discretion, may delay the scheduled due date and time for submission if it is to the advantage of the County to do so. The County will post all changes in the scheduled due date and time for submission by written addendum posted to the County's Website: (www.seminolecountyfl.gov/purchasing)

Section 4 – Proposal Submission and Withdrawal: The County will receive submittals in electronic form (PDF). **Proposals received after the scheduled due date and time for submission shall not be considered.** The scheduled due date and time for submission will be scrupulously observed. The County will not be responsible for late uploads of submissions, computer errors, or failures regarding accepting any submittal. **The County cautions all Proposers to not wait until the last minute to upload their submittal.** Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7115, before the 2:00PM deadline.

The Proposer is required to submit **ONE (1) ELECTRONIC (PDF) FILE** of their completed proposal on this solicitation.

If additional information is received, PCD may serve notice to the Proposer that the additional information will not be considered under this RFP solicitation. Proposers may withdraw their proposals by notifying the County in writing at any time prior to the scheduled due date and time for submission. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity, display proper identification, and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County, and will not be returned to the Proposer. **At its sole discretion, the County may request additional information should the County deem it necessary.**

Section 5 - Inquiries: All Proposers should carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Proposer, shall constitute an acceptance by the Proposer of any subsequent decision made by the County. Any questions concerning the intent, meaning and interpretations of the RFP

documents including the attached Draft Agreement (if applicable), shall be requested in writing, and received by PCD Contact Person no later than ten (10) days prior to the due date. Written requests can be submitted via e-mail: **thodgkins@seminolecountyfl.gov**. The County will not be responsible for oral instructions made by employees of the County or its authorized representatives regarding this RFP.

Section 6 - Addenda: Should revisions to the RFP documents become necessary, the County will post Addenda information on the County's Website. All Proposers should check the County's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". **By execution of the Formal Notice for this RFP, the Proposer acknowledges receipt of all Addenda issued under this solicitation.** Addenda information will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Proposer to ensure that they obtain information related to any Addenda.

Section 7 - Selection Process and Award: All proposals will be reviewed by personnel as designated by the County staff in accordance with the qualification/evaluation criteria set forth in the RFP documents. The County reserves the right to conduct interviews and/or require presentations of any or all Proposers prior to selection. The County will not be liable for any costs incurred by the Proposer in connection with such presentations. Should oral presentations for this RFP be required by the County, the qualification/evaluation criteria and weights shall be used to short-list an adequate number of firms. The County will award a contract based on the proposal that bests meets the County's requirements, that would provide the best service to the public, and would provide a high return to the County. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

Section 8 - Proposal Preparation Costs: Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFP.

Section 9 - Accuracy of Proposal Information: By submission of a proposal, Proposer acknowledges that they have carefully examined the Request for Proposal documents and agrees to furnish the services specified in the solicitation at the prices, rates, or discounts as proposed. Proposers agree that their proposal will remain firm for a period of up to one hundred twenty (120) days to allow the County adequate time to evaluate the submittals.

By submission of a proposal, Proposer agrees to abide by all conditions of this proposal and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Proposer certifies that all information contained in their proposal is truthful to the best of their knowledge and belief. Proposer further certifies that they are duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing, and able to perform if selected.

Section 10 - Insurance: A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

The County recommends that all Proposers review the insurance requirements listed within the Draft Agreement (if applicable) with their insurance carriers. A copy of the insurance certificate shall be furnished to the County prior to the final execution of the County's Award Agreement. The County reserves the right to reject the award to any Proposer that fails to provide the insurance as required within the County's Award Agreement.

Section 11 - Licenses: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal under this RFP. Failure of the Proposer to be fully licensed and certified, may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., is the responsibility of the Proposer.

Section 12 - Posting of the RFP's Recommendation and Intent to Award: The recommendation and intent to award for this RFP will be posted on the County's Website (www.seminolecountyfl.gov/purchasing) prior to submission to the Seminole County Board of County Commissioners for final approval of award. Failure to file a protest with the County's Purchasing & Contracts Manager within the time prescribed in the County's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

Section 13 - Public Records: Upon recommendation and intent to award this RFP as posted to the County's website or thirty (30) calendar days after closing, proposals are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope/separate electronic file identified as protected, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the County's, "Compliance With Public Records Law" Form, which is required as part of the RFP documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Public Records Law; however, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Section 14 - Prohibition Against Contingent Fees: It shall be unethical for any person to be retained, or to retain any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Award Agreement for this RFP, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Award Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15 - Acceptance/Rejection/Disqualification: The County reserves the right to accept and make award to those Proposers, who in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County reserves the right to reject all

bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The County reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of Proposers in order to make a determination as to the available resources to perform properly under this award. The County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement. More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

Section 16 - Purchasing Code: Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this RFP in their entirety.

Section 17 - Affirmation: By submission of a proposal, the Proposer affirms that their proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The Proposer agrees to abide by all conditions of this RFP and the resulting Award Agreement.

Section 18 - Governmental Restrictions: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered in this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

Section 19 – Advertising: In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval of the County Manager's Office.

Section 20 – Patents and Royalties: Unless otherwise provided, the Proposer shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this RFP. The Proposer, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Proposer. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Proposer. If such a claim is made, the Proposer shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 21 - Drug-Free Workplace Compliance: Proposer shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the proposal and all agreements as a result of this solicitation.

Section 22 - Public Entity Crime: Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the County, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property, or material misrepresentation. Any Agreement with the County obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the County.

Section 23 - Proprietary/Restrictive Specifications: Proposers who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this Request for Proposals and prior to the due date.

Section 24 - Payment Terms/Discounts: The County's payment terms are in accordance with Section 218, Part VII, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

Section 25 – Additional Terms and Conditions: Unless expressly accepted by the County, only the terms and conditions in this document and Award Agreement shall apply. Any and all additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or special conditions in these RFP documents and any Addenda issued under this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this.

Section 26 - Price Redeterminations:

1. **During the Renewal Term:** Petitions for price redeterminations **must** be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. **Outside the Renewal Term:** Petitions for price redeterminations **must** be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination

categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. **The base index number for the ECI will be for the quarter in which the solicitation opens**. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

  If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum often (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to

the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73	264.52
Current PPI is 264.52	-158.73
	105.79

105.79 divided by 158.73 = .666%
The unit cost of the service is $100.00
14% of $100.00 = $14.00
$14.00 x .666 = $9.32

The New Unit Price for the service is $109.32 ($100.00 + $9.32)

EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION. If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and

make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

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Part - 3

Instructions for the Preparation of Submittals

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents, and material submitted in the proposal must be complete and accurate in all material aspects. The proposals shall include all of the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. Proposals must be organized in the order noted below. The Proposer shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration since oral presentations or demonstrations are at the option of the County. Marketing materials shall not be included as documentation of Proposer's ability to provide services required. Compliance with all requirements will be solely the responsibility of the Proposer and failure to provide requested information may result in disqualification of response.

1. REQUIRED SUBMITTALS:

A. Formal Notice: Page #1 of the RFP Package. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and Florida Division of Corporations and have a corporate status in good standing (Active), and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

B. Letter of Transmittal: This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses, phone, and email address of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. This letter should also serve as acknowledgement by the Proposer that the contents of the submittal are true and accurate, and that the requirements of this RFP can be met, including but not limited to, insurance, bonding, and licensing requirements. Further, the Proposer acknowledges their intent to execute an Agreement with the County.

C. License Sanctions: Regulatory/license agency sanctions within the past 5 years.

D. Attachment A - Conflict of Interest Statement (Rev. 3/2020)

E. Attachment B - Compliance with the Public Records Law (Rev. 8/2020)

F. Attachment C - Worker's Compensation Form (Rev. 3/2020)

G. Attachment D - Taxpayer ID Number and Certification W-9 Form (Rev. 10-2018)

H. Attachment E – Drug Free Work Place (Rev. 2/13/06)

I. Attachment F - Americans Disabilities Act Affidavit (Rev. 11/2020) (If applicable)

2. Work Approach, Methodology, and Quality (15 Points):
In this section, the Proposer(s) shall provide further insight as to your firm's capabilities, operations and strategy by demonstrating your understanding the Scope of Services, the firm's corresponding adaptability to the work by your project approach, and demonstrating solutions to providing complete, comprehensive, and accurate services and reports.

3. Capability, Resources, and Skills (20 Points): In order to be considered a qualified

Proposer, all Proposers should be normally engaged in performing the type of work specified by this Request for Proposal. Proposers shall be currently engaged in the business of medical collection and billing services for a minimum of five (5) years to be considered a qualified supplier. Determination of satisfactory evidence of responsibility and satisfactory ability to perform the required services by the respondent shall be made solely by Seminole County. Qualifications and prior job experience of staff members in customer service, and their professional competence to perform billing and collection services will be considered and compliance with audit process and HIPAA compliance is required.

4. **Experience and References (15 Points):** Proposal shall describe in detail the proposed plan for providing the services identified in this RFP. Proposer must demonstrate their past performance and background with EMS billing programs. Proposer shall include a list of references for all projects similar to this scope within the last five (5) years.

5. **Billing and Collection System (25 Points):** Ability to meet all collection requirements, revenue processing, invoicing, and accounting requirements, overall billing and collection system design and suitability including interfacing with existing County systems and administration, ease of operator use, and technology adaptability to continually update as necessary for regulatory compliance. All responsive, responsible Proposers shall provide a demonstration of the client's side of the billing software.

6. **Price Proposal (25 Points):**
When the Price Submittal Form(s) is/are included as part of the solicitation documents, Proposals must be submitted only on the forms provided, with all items properly filled out in non-erasable permanent type/ink and must be properly signed and dated. The Proposal Submittal Form (s) may be rejected if it shows any omissions, or alterations, and at the County's discretion may require resubmittal.

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Part - 4
Price Proposal

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Name of Proposer: EMS Management & Consultants, Inc.

Mailing Address: 2540 Empire Drive, Suite 100

City/State/Zip: Winston-Salem, NC 27103

Phone Number: (336) 714-9085 FAX Number: (336) 347-9705

E-Mail Address: Greg.Carnes@emsbilling.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the County and will furnish Insurance Certificates.

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

1. Percentage of Collections for Non-Medicaid Accounts 3.8 %

2. Flat Processing Fee for each Medicaid Account $ 7.00 .

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

Greg Carnes, CEO
Print Name

Signature

EMS Management & Consultants, Inc.
Name of Proposer-Company

June 14, 2022
Date

Part - 5
Evaluation of Submittals

EVALUATION PROCESS: Each proposal will be reviewed, evaluated, and scored as part of the formal selection process. The Proposer's proposal will be substantial part of the decision process to select a Provider. Each proposal will be reviewed independently based solely on the merits of the proposal. The proposals will then be scored and a short list of Proposers will be selected for additional evaluation, Proposer presentations and reference checks. The County shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The County's decisions will be final. Award will be made to the proposal which presents the best value to the County based on the evaluation process and all the information gathered.

EVALUATION METHOD AND CRITERIA: Proposals will be evaluated using the criteria listed below to ascertain which proposal best meets the requirements of the County. The items to be considered during the evaluation and associated point values are as follows:

1. **Work Approach, Methodology, and Quality (15 Points)**

2. **Capability, Resources, and Skills (20 Points)**

3. **Experience and References (15 Points)**

4. **Billing and Collection System (25 Points)**

5. **Price Proposal (25 Points)**

The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.

The submittals will be evaluated on:

Strengths: Those areas in which the proposal exceeds the County's requirements.
Weaknesses: Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.
Deficiencies: Those areas where the proposal fails to meet the County's requirements.

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Attachment 1 - Specifications Questionnaire
RFP-604347-22/TKH

1. The Proposer has high speed internet connectivity to view/print electronic images of the completed County run reports and corresponding billing review reports.

   Does our proposal comply with this specification? Yes (X) No ( )

2. The Proposer's proposal takes into account that the County will send all EMS runs to the Proposer and that they will be required to document when the bill has been submitted for payment.

   Does your proposal comply with this specification? Yes (X) No ( )

3. The Proposer's proposal discusses/provides a protocol regarding the proper processing of changes if the County makes a change to a billable run report, and how the contractor will be notified electronically that a change has occurred.

   Does your proposal comply with this specification? Yes (X) No ( )

4. The Proposer's proposal indicates that different forms will be used in corresponding with the County's resident and non-resident patients in order to comply with the County's billing policy (i.e. Invoices sent to non-residents indicate that the County will bill the patient's insurance, if applicable, on the patient's behalf, but that the patient is responsible for any unpaid balance. Correspondence sent to residents must be in the form of "information requests" and should not reflect any balance owed).

   Does your proposal comply with this specification? Yes (X) No ( )

5. The Proposer issues the initial invoice within a reasonable time of receiving notification of a billable run to avoid late filing penalties. The Proposer's proposal indicates the average amount time of between receipt of billable run and claim filing.

   Does our proposal comply with this specification? Yes (X) No ( )

6. The Proposer forwards statements to insured non-resident patients on a regular basis, such as thirty, (30), sixty, (60), and ninety, (90) day, follow up basis with progressive pre-collection language after the initial invoice.

   Does your proposal comply with this specification? Yes (X) No ( )

7. The Proposer validates a patient's insurance status prior to classifying the patient and creating a claim. The Proposer shall describe in detail its claim validation processes and how it resolves deficits.

   Does your proposal comply with this specification? Yes (X) No ( )

8. The Proposer's proposal discusses how it will process all patients determined to not have a primary insurance carrier.

   Does your proposal comply with this specification? Yes (X) No ( )

9. The Proposer provides a toll free number for patients to utilize to discuss their bill.

   Does your proposal comply with this specification? Yes (X) No ( )

10. All invoices and written statements/documentation forwarded to patients will be formatted so the relationship between the Proposer and the County is invisible. All letterhead and invoice statements shall be approved in advance by the County. No changes will be made to the images without the written authorization of the County.

Does your proposal comply with this requirement? Yes (X) No ( )

11. The Proposer maintains a website that will permit patients to provide updated insurance information electronically to the Service in support of efficiently managing the County account.

Does your proposal comply with this specification? Yes (X) No ( )

12. The Proposer assures on-site multi-lingual staff members to interface with patients whose primary language is not English.

Does your proposal comply with this specification? Yes (X) No ( )

13. The Proposer's customer service representatives are capable of immediately recognizing and fostering supportive communications with the hearing impaired via TTY/TTD connectivity or equivalent. The Proposer will identify the system available and how the patient is notified.

Does your proposal comply with this specification? Yes (X) No ( )

14. The Proposer's toll free phone number and website address have hearing impaired and multi- lingual capabilities which are posted on all communications sent to patients.

Does your proposal comply with this specification? Yes (X) No ( )

15. The Proposer identifies those carriers in servicing the County's market and assures that they can process claims via electronic file transfer inclusive of CMS, Medicaid, HMOs and private insurers.

Does your proposal comply with this specification? Yes (X) No ( )

16. The Proposer states its normal business hours that they are available to clients and patients.

Does your proposal comply with this specification? Yes (X) No ( )

17. The Proposer lists any and all days the business is closed during the calendar year.

Does your proposal comply with this specification? Yes (X) No ( )

18. The Proposer has provided its established plan or policy to assure no interruption in the County service as the result of unusual staff illness/injury/FMLA/turnover/vacation or earned time utilization.

Does your proposal comply with this specification? Yes (X) No ( )

19. The Proposer describes in detail and provides policies/procedures that outline how the County account is monitored to assure maximum productivity of the staff assigned to manage the account and maximization of revenue return.

Does your proposal comply with this specification? Yes (X) No ( )

20. The Proposer discusses how lockbox receipts will be handled and how the deposit records will be forwarded to the County.

Does your proposal comply with this specification? Yes (X) No ( )

21. The Proposer makes a statement indicating that it has never lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by CMS and other applicable Federal or State Authorities; no member of its staff has been accused, disciplined, charged, convicted of fraud, theft, deception unethical business practice, illegal billing practices.

Does your proposal comply with this specification? Yes (X) No ( )

22. The Proposer provides a copy of its Customer Service Plan including the associated training program indicating the initial and refresher training periods for all staff members.

Does your proposal comply with this specification? Yes (X) No ( )

23. The Proposer provides evidence that all staff members involved in the management of the County account have successfully completed the CMS compliance training program. The Proposer also recognizes this is an annual requirement to assure that all staff receives refresher training which will be sent to the County no later than the start of the new contract year.

Does your proposal comply with this specification? Yes (X) No ( )

24. The Proposer provides evidence that all staff members involved in the management of the County account have successfully completed the HIPAA compliance training program. The Proposer also recognizes this is an annual requirement to assure that staff receives yearly refresher training that is due at the County no later than the start of a new contract year.

Does your proposal comply with this specification? Yes (X) No ( )

25. The Proposer provides a detailed description of its current complaint resolution process.

Does your proposal comply with this specification? Yes (X) No ( )

26. The Proposer discusses how and when it will notify the County of any account overpayment upon discovering the occurrence. The notification shall include at a minimum the following information:
    a. The patient's name
    b. Patient's address
    c. Date of service
    d. EMS Run Number
    e. Insurance Provider
    f. Amount to be refunded
    g. Name and address of individual/corporation receiving refund
    h. Reason overpayment occurred

Does your proposal comply with this specification? Yes (X) No ( )

27. The Proposer discusses what reports would be provided to the County, and when and how those reports as outlined below and in the RFP will be delivered:
    a. New Receivables billed
    b. Receivables collected
    c. Accounts receivable aging status by payer
    d. Accounts forwarded for collections
    e. Status of outstanding payment plan accounts

f. Monthly revenue analysis
g. Residency status
h. Other reports as requested by the client

Does your proposal comply with this specification? Yes (X) No ( )

28. The Proposer's proposal indicates that identified County administration staff are permitted on-line view/print access to their account information? This will be used for the purpose of individual account validation, compliant resolution, and to fulfill special reporting criteria without having to unnecessarily burden the Proposer's staff with the creation of special reports.

Does your proposal comply with this specification? Yes (X) No ( )

29. The Proposer currently fulfills or is able to fulfill any and all State of Florida requirements to become a licensed/accredited EMS billing agency in the State of Florida and agrees to maintain that status for the duration of any awarded engagement with the County.

Does your proposal comply with this specification? Yes (X) No ( )

30. The Proposer agrees to develop policies specific to the County regarding the following A/R functions:
a. Medical diagnosis documentation
b. Payer contracting policies
c. Assignment of benefits
d. Special situation adjustments and authority
e. Write offs
f. Financial hardship documentation processes
g. Discounts
h. Payment Plans
i. Acceptance of credit card payments
j. Compliance activities

The Proposer shall include sample policies for the County to review with their submission.

Does your proposal comply with this specification? Yes (X) No ( )

31. The Proposer has a proven track record of developing, enhancing and maintaining effective and functional relationships with the hospitals to facilitate the transfer of billing related information? The Proposer shall provide a detailed description of how it has that relationship with the hospitals and how the data is obtained from the hospital.

Does your proposal comply with this specification? Yes (X) No ( )

32. The Proposer indicates if it utilizes a data clearinghouse to support the uniform coding and electronic transmission of patient invoices to insurance companies, identifying the specific company and a description of their relationship.

Does your proposal comply with this specification? Yes (X) No ( )

33. The Proposer indicated if it utilizes a data clearinghouse to retrieve 835s from multiple insurance companies for denials and payments. Instead of the County having to set-up access to Health Insurance Portals.

Does your proposal comply with this specification? Yes (X) No ( )

34. The Proposer provides a detailed description of how it manages and communicates claims management cycle time deficits and cash flow reductions as a result of carrier related issues or as a result of failed internal processes or failed County processes identified as part of their internal QI process.

Does your proposal comply with this specification? Yes (X) No ( )

35. The Proposer recognizes that the term of this agreement shall be for an initial period of three (3) years, and renewed for successive two one (1) year terms subject to the Proposer receiving a positive annual review from the County based upon their consistent ability to achieve the following benchmarks:

a. Achieve and sustain a minimum mutually accepted collection rate inclusive of contractual allowances.
b. Have zero deficits or unresolved allegations of deficits related to HIPAA, CMS, and Contractual Compliance Issues.
c. Maintain a positive patient satisfaction ratio.

Does your proposal comply with this specification? Yes (X) No ( )

36. The Proposer agrees to provide the County and/or its designated agents with access to review, copy, and evaluate all documents, reports, policies and procedures utilized in the fulfillment of this service contract. Access shall be defined as including on-site and electronic.

Does your proposal comply with this specification? Yes (X) No ( )

37. The Proposer agrees to provide and has discussed within the proposal the types of additional assistance/education programs that the Proposer can offer to the County's personnel that will;

a. Assist them in providing accurate and appropriate medical documentation and include processed to enhance the Proposer's ability to collect on accounts from various payers.
b. Provide feasibility studies for revenue projections for any new medical transport or healthcare endeavor.
c. Assist and coordinate the negotiation of managed care contracting as may be required during the term of this agreement.

Does your proposal comply with this specification? Yes (X) No ( )

38. The Proposer indicates they will work cooperatively and collaboratively with the County in the development, enhancement, and maintenance of an integrated data communications system to facilitate the timely recording and transmission of patient health related data between the Proposer and the County and other locations as deemed appropriate by the County.

Does your proposal comply with this specification? Yes (X) No ( )

39. The Proposer has identified any and all billing software that will be utilized in managing this account.

Does your proposal comply with this specification? Yes (X) No ( )

40. The Proposer has included a listing of reports the billing software is capable of producing with samples of reports for the County to evaluate.

Does your proposal comply with this specification? Yes (X) No ( )

41. The Proposer has indicated the expected life cycle of the current software program.

Does your proposal comply with this specification? Yes (X) No ( )

42. The Proposer has indicated the process it utilizes to bring new software programs on line, its communication strategy to its clients, and the process utilized to eliminate or significantly reduce the impact on client claims management cycle time during new software implementation.

Does your proposal comply with this specification? Yes (X) No ( )

43. The Proposer has provided a detailed description/discussion with associated policies and procedures outlining the steps it takes to protect and recover the client's data from cyber attack, loss secondary to a network LAN/WAN failure, long term power outage, or fire. The Proposer shall include a listing of all contractors and sub-contractors who are involved in this process.

Does your proposal comply with this specification? Yes (X) No ( )

44. The Proposer has indicated the length of time it maintains all paper and electronic records created in compliance with this Agreement.

Does your proposal comply with this specification? Yes (X) No ( )

45. The Proposer has indicated if its approach to A/R management is based upon an assembly line theory or if each client has specific individuals permanently assigned to manage specific aspects of the clients account.

Does your proposal comply with this specification? Yes (X) No ( )

46. The Proposer has indicated how it transitions accounts when a staff member terminates employment with the Proposer. The Proposer has also indicated how the client is notified of the transition, and the client is assured of no interruption in cash flow during the process.

Does your proposal comply with this specification? Yes (X) No ( )

47. The Proposer has committed to work with the County in order to continually review and adapt strategies to respond to regional and national changes in order to enhance reimbursement.

Does your proposal comply with this specification? Yes (X) No ( )

48. The Proposer has agreed to function as an information source. Payer requirements, rules, coverage parameters, and reimbursement policies change on a continuous basis. The Proposer will keep the County informed of ongoing changes and notify the County of these events as they occur. Notification shall be by phone, electronic means and periodic dissemination of information from literature and other sources.

Does your proposal comply with this specification? Yes (X) No ( )

49. At the end of the contract term, the Proposer has agreed to facilitate the transfer of all accounts in process/not yet processed to the County or its designated agent. The Proposer will provide the necessary data and account documentation, both hard copy and electronic files in order to facilitate a smooth transition. The Proposer will provide training to the County's designated personnel assuming the Proposer's responsibility for the direct cost of personnel, travel and expenses.

Does your bid comply with this requirement? Yes (X) No ( )

50. The proposer has an online patient portal for patients to log in and obtain pertinent account information which is then able to link to the Client credit card portal, allowing patients to make online payments.

Does your proposal comply with this specification? Yes (X) No ( )

51. The Proposer provides Medicare Cost Reporting Consulting Service?

Does your proposal comply with this specification? Yes (X) No ( )

RFP-604347-22/TKH
Statistical Data
Attachment 2

1. The total collections for the last 2 years:
    a. FY20: $6,729,048
    b. FY21: $8,143,855

2. The net charges for the last 2 years:
    a. FY20: $10,792,894
    b. FY21: $13,095,772

3. The total revenue collected per transport for the last 2 years:
    a. FY20: $318
    b. FY21: $350

4. Payer mix by primary payer:
    a. Medicare (51%)
    b. Medicaid (12%)
    c. Commercial Insurance (18%)
    d. Patient Pay (19%)

5. Number of transports for the last 2 years:
    a. ALS 1 Emergency
        i. FY20: 16,720
        ii. FY21: 18,871
    b. ALS 2 Emergency
        i. FY20: 482
        ii. FY21: 466
    c. BLS Emergency
        i. FY20: 3,929
        ii. FY21: 3,960

6. Actual number of billable transports provided by the County for last 2 years:
    a. FY20: 21,149
    b. FY21: 23,297

7. Number of vehicles the County has for medical transport:
    a. 21 frontline
    b. 10 spares

8. The County is currently using Image Trend Elite for electronic patient care reporting, the EMS reports are transferred to the EMS Billing Service Vendor, once the reports are cleared by Seminole County Fire Department.

ATTACHMENT 3

Seminole County
Business Associate Agreement
Between EMS/Fire/Rescue Division and Billing Agency

This Agreement between Seminole County (“EMS/Fire/Rescue Division”) and Agency (“Billing Agency”) is executed for the purpose of ensuring that Agency carries out its obligations to Seminole County in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended ("HIPAA").

This Agreement encompasses Agency assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to Seminole County by Agency representatives, including any such information stored and transmitted electronically, referred to as electronic protected health information (“e-PHI”).

Agency agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;

2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

3. To mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of PHI by the Agency in violation of this Agreement.

4. Report to Seminole County any use or disclosure of PHI not provided for by this Agreement of which the Agency becomes aware;

5. Ensure that any agents or subcontractors to whom the Agency provides PHI, or who have access to PHI, such as other consulting companies agree to the same restrictions and conditions that apply to the Agency with respect to such PHI;

6. Make PHI available to Seminole County and to the individual who has a right of access as required under HIPAA within 30 days of the request by Seminole County to the individual;

7. Incorporate any amendments to PHI when notified to do so by Seminole County;

8. Provide an accounting of all uses or disclosures of PHI made by the Agency as required under the HIPAA privacy rule within 60 days;

9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Agency' and Seminole County compliance with HIPAA; and

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by the Agency on behalf of Seminole county, and if return is infeasible, the protections of this agreement will extend to such PHI.

The specific uses and disclosures of PHI that may be made by the Agency on behalf of Seminole County include:

1. The review of patient care information providing advice to Seminole County concerning a particular ambulance incident;

2. The review of patient care information and other medical records and submission of that information to carriers, insurers, and other payers with respect to the Agency assisting Seminole County in an insurance or Medicare audit or other similar action;

3. The review of patient care information with respect to providing Seminole County with business and optional advice generally and in the course of performing compliance assessment activities by the Agency;

4. Uses required for the proper management of the Agency as a business associate.

5. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

The Agency agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. The Agency agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Seminole County.

2. The Agency will ensure that any agent, including a subcontractor, to whom to it provides e-PHI that was created, received, maintained or transmitted on behalf of Seminole County agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.

3. The Agency agrees to alert Seminole County of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Seminole County of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Seminole County, in its sole discretion, if Seminole County determines that the Agency has violated a term or provision of this Agreement pertaining to Seminole County obligations under the HIPAA privacy or security rules, or if the Agency engages in conduct which would, if committed by Seminole County, would result in a violation of the HIPAA privacy or security rules by Seminole County.

Agreed to this 14 day of June, 2022.

Seminole County EMS/Fire/Rescue Division	Agency EMS Management & Consultants, Inc
By:_____	By: Greg Carnes
Its:_____	Its: Chief Executive Officer
Date:_____	Date: June 14, 2022

ATTACHMENT 4

Brief description of monthly reports to be prepared and submitted:

1. Transport Charges & Collections:

   Report should include the monthly transport gross charges, adjustments, net charges, receipts (based on transport date), net balance, gross % of collections, net % of collections and the % of paying patients. This should include a line of all the data from the first billing month and year to the present. Totals should be on each column.

2. Billing & Collection Summary:

   Report should show by month/year total gross billing, adjustments, collections by month, collections to-date. Totals should be on each column.

3. Ambulance Payment Report:

   Report should list patient number, patient name, address, check number, check amount, payment type (self-pay, Insurance, Medicare, Medicaid), payer if other than patient. It should subtotal for each transport deposit date with the batch number and total amount of deposit. Totals for check amount column and each of the payment types broken out separately and adjustments.

4. Ambulance New Patient Billing Report:

   Report should include the following data for new patients transported during that month. Patient number, patient name, incident date, base amount, mileage amount, total billed and level of service. Totals on number of new accounts, base amount, mileage amount and totals by each level of service.

5. Ambulance Unit Report:

   Report should include ambulance unit number with its number of calls and gross billed for that month. Total on number of calls and gross billed.

6. Collection by Financial Class Report:

   Report should show by month/year and each payment type (Self Pay, Insurance, Medicare, and Medicaid). It should include amount billed, amount collected, % collected, number of accounts and gross billed for each month. Totals for each payment type and % collected.

7. Report of Accounts Receivable:

   Report should show by year to date, the gross amount billed, less removed accounts, less payments, less adjustments, less reversals and the accounts receivable balance. These figures are shown by dollar amount and number of accounts.

8. Ambulance Billing Adjustments / Write Offs / Reversals Report:

Report should include patient number, patient name, incident date, and adjustment amount and adjustment type. Total of adjustment amount and number of adjustments should also be on this report.

9. Accounts Receivable for Collections Report:

This report should show patient number, patient name, patient address, zip code, incident date, amount billed, amount paid, adjustments, balance. Totals by gross billed, less payments, less adjustments, balance of accounts receivable.

10. Audit Report of Changed Accounts:

Report should show account number, account name, level of service change, date changed, from base amount, to base amount.

11. Insurance Denial Report:

Report should show account number, account name, incident date, incident amount, insurance carrier, condition code, reason for denial.

12. Revenue per Transport Report:

Report should show the total dollar amount of payments received for a transport month divided by the number of transports for a month and listed by month and year.

13. Revenue Report:

Report should show by month/year gross charges, adjustments, net charges, receipts (based on deposit date), % collected.

ATTACHMENT A
CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

THIS FORM MUST BE SWORN TO AND SIGNED BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION BY A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. I, Greg Carnes (Full Name of Affiant), certify that I am the Chief Executive Officer (Title) of EMS Management & Consultants, Inc. (Full Legal Name of Firm) with a local office in Winston-Salem, NC (City, State) and principal office located in Winston-Salem, NC (City, State).

2. The above named entity is submitting an Expression of Interest for the Seminole County project described as Term Contract for Seminole County Emergency Transport Billing & Collection Management Services.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in any other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, state that (insert the individual's name) _____, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s): _____.
11. In the event that a conflict of interest is identified in the provision of services, the Affiant, on behalf of the above named entity, will immediately notify Seminole County in writing.

_____	June 14, 2022
Signature of Affiant	Date
Greg Carnes	Chief Executive Officer
Printed Name of Affiant	Title

Sworn to (or affirmed) and subscribed before me by means of □X physical presence OR □ online notarization, this 14 day of June, 2022, by Greg Carnes (Full Name of Affiant).

_____
Signature of Notary Public

_____
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

Revised 11/09/20

ATTACHMENT B
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked **"EXEMPT FROM PUBLIC RECORDS LAW"**. Failure to identify protected material via a separately marked envelopment will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;
(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.
(c) Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Company Name: EMS Management & Consultants, Inc.

Authorized representative (printed): Greg Carnes

Authorized representative (signature): _____

Date: June 14, 2022

Project Number: RFP-604347-22/TKH

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

ATTACHMENT C

WORKERS' COMPENSATION
COMPLIANCE CERTIFICATION

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To comply with this requirement, the undersigned hereby certifies that

EMS Management & Consultants, Inc.
(Full Legal Name of Entity)

☒ Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ Is exempt from the provisions of Chapter 440, Florida Statutes, for the following reasons:

_____
_____
_____
_____

Signed: _____
Printed Name: Greg Carnes
Title: Chief Executive Officer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this 14 day of June, 2022, by Greg Carnes, who is personally known to me or who has produced _____ as identification.

_____
Signature of Person Taking Acknowledgement

_____
Printed, Typed or Stamped Name

_____
Title or Rank

_____
Serial Number (if any)

Rev 3/2020

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT E
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

EMS Management & Consultants, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Greg Carnes, Chief Executive Officer
Proposer's Signature

EMS Management & Consultants, Inc.
Firm

June 14, 2022
Date

Rev. 2/13/06

ATTACHMENT F
AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: EMS Management & Consultants, Inc.

Signature: _____

Printed Name: Greg Carnes

Title: Chief Executive Officer

Date: June 14, 2022

Affix Corporate Seal (if applicable)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this 14 day of June, 2022, by Greg Carnes.
(name of person making statement)

_____
Signature of Notary Public

_____
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR ____ Produced Identification

Type of Identification Produced: _____

Revised 11/09/20

NOT FOR EXECUTION

TERM CONTRACT FOR SEMINOLE COUNTY EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES (RFP-604347-22/TKH)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide emergency transport billing and collection management services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all

NOT FOR EXECUTION

addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

NOT FOR EXECUTION

Section 4. Time for Completion. The services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

NOT FOR EXECUTION

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

NOT FOR EXECUTION

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

NOT FOR EXECUTION

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

NOT FOR EXECUTION

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

NOT FOR EXECUTION

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

NOT FOR EXECUTION

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

NOT FOR EXECUTION

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

NOT FOR EXECUTION

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

NOT FOR EXECUTION

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$ 1,000,000	Each Accident
$ 1,000,000	Disease Aggregate
$ 1,000,000	Disease Each Employee

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate
$ 1,000,000	Personal and Advertising Injury

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the

NOT FOR EXECUTION

Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(5) Other Insurance Requirements.

$ 1,000,000	Cyber Liability
$ 1,000,000	Commercial Crime (Employee Dishonesty Liability)

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

NOT FOR EXECUTION

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

NOT FOR EXECUTION

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

NOT FOR EXECUTION

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

NOT FOR EXECUTION

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

NOT FOR EXECUTION

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

NOT FOR EXECUTION

For CONTRACTOR:

_____
_____
_____

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

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(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: _____

_____ By: _____
, Secretary , President

(CORPORATE SEAL) Date: _____

SEMINOLE COUNTY, FLORIDA

_____ By: _____
Witness TAMMY ROBERTS,
Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Approved as to form and
legal sufficiency.

_____
County Attorney
RM
5/13/22
T:\Users\Legal Secretary CSB\Purchasing 2022\RFP-604347.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT "D"

Agreement Name: Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Agreement Number: RFP-604347-22/TKH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604347-22/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

_____
Consultant Name

By: _____
Print/Type Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence OR □ online notarization, this _____ day of _____, 20___, by _____ (Full Name of Affiant).

_____
Print/Type Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT E

Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability: $ 1,000,000 Per Claim

E. Other Insurance Requirements:

$ 1,000,000	Cyber Liability
$ 1,000,000	Commercial Crime (Employee Dishonesty Liability)

~~ End Exhibit _ ~~

TERM CONTRACT FOR SEMINOLE COUNTY EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES (RFP-604347-22/TKH)

THIS AGREEMENT is dated as of the 31 day of August 2022, by and between **EMS MANAGEMENT & CONSULTANTS, INC.**, duly authorized to conduct business in the State of Florida, whose principal address is 2540 Empire Drive, Suite 100, Winston Salem, North Carolina 27103, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide emergency transport billing and collection management services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all

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Page 1 of 31

addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Page 2 of 31

Section 4. Time for Completion. The services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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Page 3 of 31

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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Page 4 of 31

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

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Page 5 of 31

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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eCertified Id: 8FB2-FAI8-47EF
Page 6 of 31

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

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Page 7 of 31

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

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eCertified Id: 8FB2-FAI8-47EF
Page 8 of 31

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

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(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

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Attachment 3 Page 10 of 31
Page 10 of 31

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

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(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$ 1,000,000	Each Accident
$ 1,000,000	Disease Aggregate
$ 1,000,000	Disease Each Employee

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate
$ 1,000,000	Personal and Advertising Injury

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

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eCertified Id: 8FB2-5AI8-47EF
Page 12 of 31

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(5) Other Insurance Requirements.

$ 1,000,000	Cyber Liability
$ 1,000,000	Commercial Crime (Employee Dishonesty Liability)

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

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Attachment 3 Page 13 of 31
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eCertified Id: 8FB2-5AI8-47EF
Page 13 of 31

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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Attachment 3 Page 14 of 31
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eCertified Id: 8FB2-5AI8-47EF
Page 14 of 31

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Attachment 3 Page 15 of 31
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eCertified Id: 8FB2-5AI8-47EF
Page 15 of 31

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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Seminole County, Florida
Attachment 3 Page 16 of 31
Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 8FB2-5AI8-47EF
Page 16 of 31

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

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eCertified Id: 8FB2-5AI8-47EF
Attachment 3 Page 17 of 31
Page 17 of 31

PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-5AI8-47EF
Attachment 3 Page 18 of 31
Page 18 of 31

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

EMS Management & Consultants, Inc.
2540 Empire Drive, Suite 100
Winston Salem, NC 27103

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

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eCertified Id: 8FB2-5AI8-47EF
Page 19 of 31

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

[*Signature page begins on page 21 – this is intentionally left blank*]

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Seminole County, Florida
Attachment 3 Page 20 of 31
Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 8FB2-5AI8-47EF
Page 20 of 31

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness

Print Name

Witness

Print Name

EMS MANAGEMENT & CONSULTANTS, INC.

By: _____
GREG CARNES, CEO

Date: 8/29/2022

SEMINOLE COUNTY, FLORIDA

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: 8/31/2022

Witness

Print Name

Witness

Print Name

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its August 23, 20 22, regular meeting.

Approved as to form and legal sufficiency.

County Attorney
RM/GLK
5/13/22 7/19/22
T:\Users\Legal Secretary CSB\Purchasing 2022\RFP-604347 (EMS).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

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eCertified Id: 8FB2-5AI8-47EF

Part - 1

EXHIBIT A –SCOPE OF SERVICES

REQUIREMENTS

1. Agency must be primarily engaged in the business of providing medical collection and billing services for ambulance transport providers
2. Agency must have EMS accident-related claim experience for Auto or Work Comp payers and has a system in place to research and obtain liability claims information, submit demand letters.
3. Agency must have a comprehensive understanding of Medicare, Medicaid and other insurance and HMO companies' rules, regulations and procedures as they relate to operations in the State of Florida.
4. Agency must have a proven record of having provided this service to other ambulance transport providers. Size and diversity shall be a consideration.
5. Agency must be currently engaged in the business of medical collection and billing services with a minimum of five (5) years' experience.

The Agency is expected to provide a comprehensive EMS electronic billing system. The Agency is expected to function as an independent contractor. Rates charged for all services rendered for the County transports shall be those rates adopted by the County Board of County Commissioners and they are as follows:

BLS = $750.00
ALS = $800.00
ALS2= $800.00
Mileage = $13.00

These rates will remain subject to modification at any time; the County will notify the successful Agency of any changes to the established rates. All policy decisions will be made by the County and administered by the successful Agency. The County will provide all appropriate data regarding a patient's care, prior to and up to transfer of care to a hospital, on a weekly basis, or sooner. The Agency must provide a secure website for transmittal of the data and ensure that all HIPPA regulations are satisfied. The format of the data file will be determined by the County or the current EMS data collection software being used in the field by the County.

The Agency is expected to perform all necessary services related to the development, implementation, operation and maintenance of a medical billing and collection system, which includes associated software and hardware, establishment of master files and sub-files, an invoice tracking system, an accounts receivable system by patient name/account/run number (I.R.), and related financial and management reports as deemed necessary by the County. The Agency, in carrying out the above, will be expected to cooperate with the County to determine the training, forms, requirements, necessary files and other materials and services which are required to initiate and maintain these operations.

The Agency shall be responsible for developing, implementing, monitoring, adopting, reporting, and certifying compliance with, policies and procedures and practices designed to ensure compliance with the requirements of Medicare, Medicaid, and all other federal and local billing or coding agents or consultants for Emergency Medical Services, and with the requirements set forth in this RFP.

It shall be the responsibility of the Agency to constantly update the billing system so that it complies with the current requirements established by the medical carriers. It shall be the responsibility of the Agency to notify the

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Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-5AI8-47EF

County, in writing, of any changes that necessitate a change in policy for billing. All policy decisions shall be made by the County and shall be transmitted to the Agency in writing.

The Agency shall store all information collected on data processing magnetic data. Information shall be maintained on-line in the system for immediate access. All collected information shall be retained for a minimum of five (5) years upon separation from the County. All collected information shall be backed up with a separate media.

All files information relative to the County transport billing system shall be maintained separately from any other account managed by the Agency. Adequate security, such as password protection, shall be provided to insure privacy of records.

SCOPE OF SERVICES

The Agency shall perform the following:

1. Provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payments received. The monthly invoice should show gross collections, patient refunds, Medicaid collections, net collections, Medicaid transports, Privacy Notice Mailing fee and Agency invoice amount.

2. Provide reasonably necessary training to appropriate County EMS/Fire/Rescue personnel regarding the gathering of necessary information and proper completion of run tickets. The Agency will provide all required information to the County to review and forward to the Contracted Collection Company for delinquent accounts.

3. Provide prompt submission of Medicare, Medicaid, and insurance claims within ten (10) business days after receiving the completed patient billing information, which shall be the Agency's notice to commence the billing/collection service. Ability to receive the County's transport records file digitally. The receipt of the digital transport records will meet with the County's file layout criteria. Secondary insurance provider claims shall be submitted within ten (10) business days after the primary insurance provider has paid, this process should also include Medicare secondary. Agency shall follow-up promptly on rejected and inactive claims and establish payer remittance accounts and procedures. If there is no response from insurance companies within 45 days claims will be resubmitted.

4. Reconcile the number of transports collected with those transmitted to the Agency. The Agency shall contact EMS/Fire/Rescue within twenty-four (24) hours of receipt to report any discrepancies.

5. Agency shall provide a designated liaison for patient/payer concerns.

6. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange. Provide a toll-free telephone number and secure web site address for customer access. All correspondence from the Agency to patients must contain a contact number for the Agency Customer Service Office. All billing mailings must have the Agency's return address on the envelopes.

7. Agency shall provide postage for the mailing of all invoices, forms, and citizen surveys.

8. Agency shall provide training to appropriate Rescue personnel regarding the gathering of necessary information and proper completion of documentation at no additional charge.

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Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-5AI8-47EF
Attachment 3 Page 23 of 31
Page 23 of 31

9. Implement a collection system involving a minimum of six (6) invoices, which will include an initial statement to all transported patients. All delinquent accounts with an outstanding balance greater than twelve months, upon review by the County, and referred to the Agency is to be determined to be Collection accounts. Establish a follow-up campaign of up to twenty-four (24) telephone attempts to collect all private pay accounts with outstanding balances, including required co-payments and deductibles assessed by Medicare, Medicaid, HMO's or private insurance. Records of telephone calls and contacts shall be maintained and available to the County via on-line access to the Agency's database. Any payment on an account shall reset this cycle. Returned mail accounts are exempt from the above-required subsequent mailings. The County reserves the right to approve the invoice format. The invoice will contain a statement in Spanish to call the toll-free telephone number for assistance.

10. Agency shall utilize the approved hospital medical record identifier number (MRI#) to contact the hospital in retrieving patient information that was not available during transport. It will be the responsibility of the agency to have a current agreement and software in place with each hospital for Health Data Exchange to update the patient's account in a timely manner.

11. Agency will provide skip tracing through a nationally recognized change of address system; example would be Accurint or similar agency. A credit information resource will be used to determine returned mail corrections and Agency will resubmit statement to patient with corrected address.

12. Attempt to collect all balances due for services rendered as well as attempt to assess patient's ability to repay the debt, and if necessary, extend time payments, all subject to such policy guidelines as the County may establish.

13. Process requests for refunds through County on a monthly basis and provide EMS/Fire/Rescue Division with documentation of each refund processed.

14. Provide to EMS/Fire/Rescue Division all unpaid invoices along with the complete processing history once collection efforts are exhausted. Should the agreement be terminated for any reason, the Agency shall turn over all existing information and documentation in its possession concerning existing unpaid accounts. Such information shall be transmitted by an electronic medium reasonably acceptable to EMS/Fire/Rescue.

15. The Agency shall provide sufficient bi-lingual personnel to process all billing/run tickets in a timely, efficient and effective manner and shall respond promptly to the County and patients on requests for information or records.

16. Agency will be HIPAA compliant with all their federal standards and will provide their policy upon request. **The Agency shall be willing to sign the HIPAA Business Associate Agreement** (Reference Attachment 3) regarding the use of any confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process other than disputes with the County over billing services.

17. Any procedures described in this scope of services represents a minimum effort required by the Agency and shall not limit the Agency's use of its proprietary accounts receivable and billing and collections systems, including modifications as required by major provider groups, or its usual and customary practices. The successful collection rate will be calculated on a monthly basis and reflect the percentage based upon what is billed versus what is actually collected before any other action is taken on the account, not including any reduction or write-off for uncollectible Medicare or Medicaid payments.

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The Agency will use its "best efforts" to ensure that the annual collection rate does not fall below an annual 65% minimum. If the annual collection rate falls below 65%, the County will require the Agency to provide justification or corrective action.

18. The following monthly reports shall be prepared by the Agency and submitted to the County:

Reports: (Reference Attachment 4)

a) Transport Charges & Collections
- **EMS Billing Collection Report – By Financial Class**

b) Billing & Collection Summary
- **EMS Billing Activity Summary Report**

c) Ambulance Payment
- **EMS Billing Collection Report – By Financial Class**

d) Ambulance New Patient Billing
- **Not included in Agency's new reports, AB2070 in old reports**

e) Ambulance Unit Report
- **Not included in Agency's new reports, AB0060 in old reports**

f) Collection by Financial Class
- **EMS Billing Collection Report – By Financial Class**

g) Report of Accounts Receivable
- **EMS Billing Activity Summary Report**

h) Ambulance Billing Adjustments – Write Offs – Reversals

i) Accounts Receivable for Collections
- **EMS Billing Management Summary Report (Accounts Closed)**

j) Audit Report of Accounts Changed
- **EMS Billing Activity Summary Report (Adjustments)**

k) Insurance Denial
- **New request, Not included in Agency's new reports**

l) Revenue Per Transport Report
- **New request, Not included in Agency's new reports**

m) Revenue Report
- **New request, Not included in Agency's new reports**

19. The County requires on-line read-only and printable access to the Agency's patient billing database, which will include the ability to select by account number or by last name index. The database access will include the following information:

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Seminole County, Florida
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- Incident location and unit ID
- Patient contact information
- Date of Service
- Transport mileage
- Transport rate & mileage charge
- Number of mailings
- Patient message screen with dates and descriptions of mailings, communication with patient, insurance company, attorneys, etc.
- Payment screen showing adjustments, payment type, payer name, check number, date received, amount of payment and balance due
- Simple and easy access to the detailed Explanation of Benefits (835) from insurance companies, any and all correspondences.

20. In the case of any untimely claims refusal of payment from an insurance company for which the Agency is responsible, the full amount of the transport charge will be credited to the patient's account and deducted from the calculation of the County's monthly invoice.

21. In case of a catastrophic event a toll-free telephone number will be available for patient access within 24 hours. The Agency will provide the County with a copy of the Agency's Disaster Plan.

22. Agency will attend at least one meeting annually with the County at a mutually agreed upon specified location.

23. Agency will be responsible for tracking the Medicare and Medicaid renewal dates and application forms for the County.

Description of Consulting Services and Revenue Recognition Process

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate In the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS.
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation on of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.

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- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County's Representatives to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- Respond to, and represent County on-any AHCA or CMS audit, review or communication regarding any PEMT cost report prepared by Agency and delivered to AHCA on behalf of the County

FEES

- All revenue realized by the County from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program shall be paid in full directly to County. Revenue realized as result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.
- Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be upon the approval of the specific methodology successfully implemented by Agency and County. Agency will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental revenues are received by the County.
- Agency will invoice and receive revenue upon the receipt of revenue received by County for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the Agency to generate invoices. Agency will invoice County based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within thirty (30) days of receipt of funds by the County.
- County will remit payment to Agency within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within thirty (30) days of receipt of revenues by the County. The contingency fees to be paid associated with the respective successful Implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment programs.

All responsive and responsible Vendors who submit a proposal must provide a demonstration of the client's side of the billing software, in person or via zoom prior to award.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-5AI8-47EF
Page 29 of 31

Exhibit C

86

Part 4
Price Proposal

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Name of Proposer. EMS Management & Consultants, Inc.

Mailing Address: 2540 Empire Drive, Suite 100

City/State/Zip: Winston-Salem, NC 27103

Phone Number: (336) 714-9085 FAX Number (336) 347-9705

E-Mail Address: Greg.Carnes@emsbilling.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the County and will furnish Insurance Certificates.

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted) If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

1. Percentage of Collections for Non-Medicaid Accounts 3.8 %

2. Flat Processing Fee for each Medicaid Account $ 7.00 .

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

Greg Carnes, CEO
Print Name

Signature

EMS Management & Consultants, Inc.
Name of Proposer-Company

June 14, 2022
Date

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-5AI8-47EF
Page 30 of 31

EXHIBIT "D"

Agreement Name: Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Agreement Number: RFP-604347-22/TKH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604347-22/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: CEO

Title: Grey Gaines

STATE OF North Carolina

COUNTY OF Forsyth

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 30 day of August, 2022, by Grey Gaines (Full Name of Affiant).

CARLETTA RICE NOTARY PUBLIC FORSYTH COUNTY, NC

Carletta Rice

Print/Type Name Carletta Rice

Notary Public in and for the County and State Aforementioned

My commission expires: 02/09/2026

E-Verify Affidavit
Revised 5/19/2021

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-5AI8-47EF

FIRST AMENDMENT TO TERM CONTRACT FOR SEMINOLE COUNTY EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES (RFP-604347-22/TKH)

THIS FIRST AMENDMENT is made and entered into this 27th day of February, 2023, and is to that certain Agreement made and entered into on the 31st day of August, 2022, between **EMS MANAGEMENT & CONSULTANTS, INC.**, whose address is 2540 Empire Drive, Suite 100, Winston Salem, North Carolina 27103, in this Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on August 31, 2022, to provide emergency transport billing and collection management services for Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Contract Pricing and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit C of the Agreement is deleted and replaced by the new Contract Pricing attached to this First Amendment as Exhibit C.

2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Attachment 4
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 02/28/2023 12:17:31 -05:00
eCertified Id: 32C2-68B9-0572
Page 1 of 3

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

EMS MANAGEMENT & CONSULTANTS, INC.

Witness

Print Name

By: GREG CARNES, CEO

Date: 2/22/23

Witness

Print Name

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

By: TAMMY ROBERTS, Procurement Administrator

Witness

Print Name

Date: 2/27/2023

For the use and reliance of Seminole County only.

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Approved as to form and legal sufficiency.

County Attorney

GLK/lpk
2/9/23
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604347 1am.docx

Attachment:
Exhibit C – Contract Pricing

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Attachment 4
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 02/28/2023 12:17:31 -05:00
eCertified Id: 32C2-68B9-0572
Page 2 of 3
Page 2 of 3

Part - 4
Price Proposal

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Name of Proposer: EMS MANAGEMENT & CONSULTANTS, INC.

Mailing Address: 2540 EMPIRE DR., STE 100

City/State/Zip: WINSTON-SALEM NC 27103

Phone Number: (336) 714-9085 FAX Number: (336)347-9705

E-Mail Address: Greg.Carnes@emsbilling.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the County and will furnish Insurance Certificates.

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

1. Percentage of Collections for Non-Medicaid Accounts 3.8 %

2. Flat Processing Fee for each Medicaid Account $ 7.00 .

Amendment #1

3. PEMT FFS at a rate of 6 %

4. MCO Services at a rate of 3 %

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 02/28/2023 12:17:31 -05:00
eCertified Id: 32C3-68B9-0572

AGREEMENT
to
UTILIZE LEAD AGENCY CONTRACT
for
EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES

THIS IS AN AGREEMENT ("Agreement"), dated this 4th day of December 2024, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, Florida 33334 ("**City)**",

and

EMS MANAGEMENT & CONSULTANTS, INC., duly authorized to conduct business in the State of Florida, whose principal address is 2540 Empire Drive , Suite 100 Salem, North Carolina 27103 hereinafter "CONTRACTOR,"

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide emergency transport billing services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of **RFP-604347-22/TKH** between **Seminole County (Lead Agency**) and the CONTRACTOR for Emergency Transport Billing & Collection Management Services. The Lead Agency's contract is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this Agreement to the Lead Agency's contract as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Lead Agency's contract; and

WHEREAS, the City desires to retain the services of CONTRACTOR by utilizing the Lead Agency Contract; and

WHEREAS, the City has reviewed the scope of services of the competitively bid solicitation and has determined that it can be used by the City; and,

WHEREAS, the initial contract period is three (3) years for the period August 31, 2022, through August 30, 2025, with two (2) additional one (1) year renewal options; and

WHEREAS, on February 27, 2023, the Parties desired to amend the Agreement to revise the Contract Pricing in accordance with **Exhibit "B"**, which is attached hereto and incorporated herein; and

WHEREAS, on April 5, 2024, the Parties desired to amend the Agreement to revise both the Contract Scope of Services and Contract Pricing in accordance with **Exhibit "C"**, which is attached hereto and incorporated herein; and

WHEREAS, at its meeting of December 4, 20 24, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions of the Lead Agency Contract shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Lead Agency award letter, except said Work shall be performed in and for the City, in accordance with **Exhibit "D"**, which is attached hereto and incorporated herein.

B. To the extent allowed by §725.08, Florida Statutes, the CONTRACTOR shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

C. CONTRACTOR shall provide City with proof of insurance and bonding, when applicable, as required by the Lead Agency Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

F. The term of this Agreement shall become effective upon the award by the City and shall terminate upon expiration of the renewal period on August 30, 2025, at which time two (2) additional 1-year renewal options will remain.

G. In the event delivery is scheduled to end because of the expiration of this contract, CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not exceed 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when the extension clause is invoked by the City.

Section 3. In all other respects, the terms and conditions of the Lead Agency award letter are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this

Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

RENEE SHROUT, CITY CLERK
CITY OF OAKLAND PARK
3650 NE 12 AVENUE
OAKLAND PARK, FL 33334
RENEES@OAKLANDPARKFL.GOV
954-630-4298

Section 5. Scrutinized Companies.

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

CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:
David Hebert, City Manager
City of Oakland Park
3650 NE 12 Avenue
Oakland Park, Florida 33334

Copy to:
Donald J. Doody, City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR:
EMS MANAGEMENT & CONSULTANTS, INC.
2540 Empire Drive
Suite 100
Salem, North Carolina 27103

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. **E-verify**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Oakland Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 11. **Public Entity Crimes**. Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 12/2, 2024

Entity: RKS Management Consultants, Inc

Signed: [signature]

Name: Jay Gyure

Title: CFO

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk

CITY OF OAKLAND PARK:

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

By: _____

CONTRACTOR:

EMS MANAGEMENT & CONSULTANTS, INC.

By: _____

Title: CFO

STATE: NC
COUNTY: Forsyth

Sworn to (or affirmed) and subscribed before me this 6th day of December, 20 24, by: Jay Gyure.

Name of Person Making Statement

Signature of Notary Public

(NOTARY SEAL)

Gary M Murphy
Name of Notary Public (Typed, Printed, Stamped)

GARY M MURPHY NOTARY PUBLIC FORSYTH COUNTY, NC

Personally Known: ✓ OR Identification Produced: _____

Type of Identification Produced: _____

TERM CONTRACT FOR SEMINOLE COUNTY EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES (RFP-604347-22/TKH)

THIS AGREEMENT is dated as of the 31 day of August 2022, by and between **EMS MANAGEMENT & CONSULTANTS, INC.**, duly authorized to conduct business in the State of Florida, whose principal address is 2540 Empire Drive, Suite 100, Winston Salem, North Carolina 27103, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide emergency transport billing and collection management services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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Page 1 of 31

addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Page 2 of 31

Section 4. Time for Completion. The services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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eCertified Id: 8FB2-FAI8-47EF
Page 3 of 31

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 4 of 31

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

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Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 5 of 31

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR`s failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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eCertified Id: 8FB2-FAI8-47EF
Page 6 of 31

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

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Seminole County, Florida

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 7 of 31

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 8 of 31

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

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eCertified Id: 8FB2-FAI8-47EF
Page 9 of 31

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

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Seminole County, Florida

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 10 of 31

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 11 of 31

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$ 1,000,000	Each Accident
$ 1,000,000	Disease Aggregate
$ 1,000,000	Disease Each Employee

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate
$ 1,000,000	Personal and Advertising Injury

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 12 of 31

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(5) Other Insurance Requirements.

$ 1,000,000	Cyber Liability
$ 1,000,000	Commercial Crime (Employee Dishonesty Liability)

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

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eCertified Id: 8FB2-FAI8-47EF
Page 13 of 31

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 14 of 31

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Seminole County, Florida

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 15 of 31

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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Seminole County, Florida

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 16 of 31

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

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Seminole County, Florida

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eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 17 of 31

PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FAI8-47EF
Page 18 of 31

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

EMS Management & Consultants, Inc.
2540 Empire Drive, Suite 100
Winston Salem, NC 27103

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

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Seminole County, Florida

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eCertified Id: 8FB2-FAI8-47EF
Page 19 of 31

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

[*Signature page begins on page 21 – this is intentionally left blank*]

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Seminole County, Florida

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Page 20 of 31

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness
TRISTI FAGAN
Print Name

Witness
JAY GYUN
Print Name

EMS MANAGEMENT & CONSULTANTS, INC.

By: _____
GREG CARNES, CEO

Date: 8/29/2022

SEMINOLE COUNTY, FLORIDA

Witness
TAMARA HODGKINS
Print Name

Witness
Maria A. Green
Print Name

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Date: 8/31/2022

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its August 23, 20 22, regular meeting.

Approved as to form and legal sufficiency.

County Attorney
RM/GLK
5/13/22 7/19/22
T:\Users\Legal Secretary CSB\Purchasing 2022\RFP-604347 (EMS).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

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Page 21 of 31

Part - 1

EXHIBIT A –SCOPE OF SERVICES

REQUIREMENTS

1. Agency must be primarily engaged in the business of providing medical collection and billing services for ambulance transport providers
2. Agency must have EMS accident-related claim experience for Auto or Work Comp payers and has a system in place to research and obtain liability claims information, submit demand letters.
3. Agency must have a comprehensive understanding of Medicare, Medicaid and other insurance and HMO companies' rules, regulations and procedures as they relate to operations in the State of Florida.
4. Agency must have a proven record of having provided this service to other ambulance transport providers. Size and diversity shall be a consideration.
5. Agency must be currently engaged in the business of medical collection and billing services with a minimum of five (5) years' experience.

The Agency is expected to provide a comprehensive EMS electronic billing system. The Agency is expected to function as an independent contractor. Rates charged for all services rendered for the County transports shall be those rates adopted by the County Board of County Commissioners and they are as follows:

BLS = $750.00
ALS = $800.00
ALS2= $800.00
Mileage = $13.00

These rates will remain subject to modification at any time; the County will notify the successful Agency of any changes to the established rates. All policy decisions will be made by the County and administered by the successful Agency. The County will provide all appropriate data regarding a patient's care, prior to and up to transfer of care to a hospital, on a weekly basis, or sooner. The Agency must provide a secure website for transmittal of the data and ensure that all HIPPA regulations are satisfied. The format of the data file will be determined by the County or the current EMS data collection software being used in the field by the County.

The Agency is expected to perform all necessary services related to the development, implementation, operation and maintenance of a medical billing and collection system, which includes associated software and hardware, establishment of master files and sub-files, an invoice tracking system, an accounts receivable system by patient name/account/run number (I.R.), and related financial and management reports as deemed necessary by the County. The Agency, in carrying out the above, will be expected to cooperate with the County to determine the training, forms, requirements, necessary files and other materials and services which are required to initiate and maintain these operations.

The Agency shall be responsible for developing, implementing, monitoring, adopting, reporting, and certifying compliance with, policies and procedures and practices designed to ensure compliance with the requirements of Medicare, Medicaid, and all other federal and local billing or coding agents or consultants for Emergency Medical Services, and with the requirements set forth in this RFP.

It shall be the responsibility of the Agency to constantly update the billing system so that it complies with the current requirements established by the medical carriers. It shall be the responsibility of the Agency to notify the

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Page 22 of 31

County, in writing, of any changes that necessitate a change in policy for billing. All policy decisions shall be made by the County and shall be transmitted to the Agency in writing.

The Agency shall store all information collected on data processing magnetic data. Information shall be maintained on-line in the system for immediate access. All collected information shall be retained for a minimum of five (5) years upon separation from the County. All collected information shall be backed up with a separate media.

All files information relative to the County transport billing system shall be maintained separately from any other account managed by the Agency. Adequate security, such as password protection, shall be provided to insure privacy of records.

SCOPE OF SERVICES

The Agency shall perform the following:

1. Provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payments received. The monthly invoice should show gross collections, patient refunds, Medicaid collections, net collections, Medicaid transports, Privacy Notice Mailing fee and Agency invoice amount.

2. Provide reasonably necessary training to appropriate County EMS/Fire/Rescue personnel regarding the gathering of necessary information and proper completion of run tickets. The Agency will provide all required information to the County to review and forward to the Contracted Collection Company for delinquent accounts.

3. Provide prompt submission of Medicare, Medicaid, and insurance claims within ten (10) business days after receiving the completed patient billing information, which shall be the Agency's notice to commence the billing/collection service. Ability to receive the County's transport records file digitally. The receipt of the digital transport records will meet with the County's file layout criteria. Secondary insurance provider claims shall be submitted within ten (10) business days after the primary insurance provider has paid, this process should also include Medicare secondary. Agency shall follow-up promptly on rejected and inactive claims and establish payer remittance accounts and procedures. If there is no response from insurance companies within 45 days claims will be resubmitted.

4. Reconcile the number of transports collected with those transmitted to the Agency. The Agency shall contact EMS/Fire/Rescue within twenty-four (24) hours of receipt to report any discrepancies.

5. Agency shall provide a designated liaison for patient/payer concerns.

6. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange. Provide a toll-free telephone number and secure web site address for customer access. All correspondence from the Agency to patients must contain a contact number for the Agency Customer Service Office. All billing mailings must have the Agency's return address on the envelopes.

7. Agency shall provide postage for the mailing of all invoices, forms, and citizen surveys.

8. Agency shall provide training to appropriate Rescue personnel regarding the gathering of necessary information and proper completion of documentation at no additional charge.

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Page 23 of 31

9. Implement a collection system involving a minimum of six (6) invoices, which will include an initial statement to all transported patients. All delinquent accounts with an outstanding balance greater than twelve months, upon review by the County, and referred to the Agency is to be determined to be Collection accounts. Establish a follow-up campaign of up to twenty-four (24) telephone attempts to collect all private pay accounts with outstanding balances, including required co-payments and deductibles assessed by Medicare, Medicaid, HMO's or private insurance. Records of telephone calls and contacts shall be maintained and available to the County via on-line access to the Agency's database. Any payment on an account shall reset this cycle. Returned mail accounts are exempt from the above-required subsequent mailings. The County reserves the right to approve the invoice format. The invoice will contain a statement in Spanish to call the toll-free telephone number for assistance.

10. Agency shall utilize the approved hospital medical record identifier number (MRI#) to contact the hospital in retrieving patient information that was not available during transport. It will be the responsibility of the agency to have a current agreement and software in place with each hospital for Health Data Exchange to update the patient's account in a timely manner.

11. Agency will provide skip tracing through a nationally recognized change of address system; example would be Accurint or similar agency. A credit information resource will be used to determine returned mail corrections and Agency will resubmit statement to patient with corrected address.

12. Attempt to collect all balances due for services rendered as well as attempt to assess patient's ability to repay the debt, and if necessary, extend time payments, all subject to such policy guidelines as the County may establish.

13. Process requests for refunds through County on a monthly basis and provide EMS/Fire/Rescue Division with documentation of each refund processed.

14. Provide to EMS/Fire/Rescue Division all unpaid invoices along with the complete processing history once collection efforts are exhausted. Should the agreement be terminated for any reason, the Agency shall turn over all existing information and documentation in its possession concerning existing unpaid accounts. Such information shall be transmitted by an electronic medium reasonably acceptable to EMS/Fire/Rescue.

15. The Agency shall provide sufficient bi-lingual personnel to process all billing/run tickets in a timely, efficient and effective manner and shall respond promptly to the County and patients on requests for information or records.

16. Agency will be HIPAA compliant with all their federal standards and will provide their policy upon request. **The Agency shall be willing to sign the HIPAA Business Associate Agreement** (Reference Attachment 3) regarding the use of any confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process other than disputes with the County over billing services.

17. Any procedures described in this scope of services represents a minimum effort required by the Agency and shall not limit the Agency's use of its proprietary accounts receivable and billing and collections systems, including modifications as required by major provider groups, or its usual and customary practices. The successful collection rate will be calculated on a monthly basis and reflect the percentage based upon what is billed versus what is actually collected before any other action is taken on the account, not including any reduction or write-off for uncollectible Medicare or Medicaid payments.

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Page 24 of 31

The Agency will use its "best efforts" to ensure that the annual collection rate does not fall below an annual 65% minimum. If the annual collection rate falls below 65%, the County will require the Agency to provide justification or corrective action.

18. The following monthly reports shall be prepared by the Agency and submitted to the County:

Reports: (Reference Attachment 4)

a) Transport Charges & Collections
- **EMS Billing Collection Report – By Financial Class**

b) Billing & Collection Summary
- **EMS Billing Activity Summary Report**

c) Ambulance Payment
- **EMS Billing Collection Report – By Financial Class**

d) Ambulance New Patient Billing
- **Not included in Agency's new reports, AB2070 in old reports**

e) Ambulance Unit Report
- **Not included in Agency's new reports, AB0060 in old reports**

f) Collection by Financial Class
- **EMS Billing Collection Report – By Financial Class**

g) Report of Accounts Receivable
- **EMS Billing Activity Summary Report**

h) Ambulance Billing Adjustments – Write Offs – Reversals

i) Accounts Receivable for Collections
- **EMS Billing Management Summary Report (Accounts Closed)**

j) Audit Report of Accounts Changed
- **EMS Billing Activity Summary Report (Adjustments)**

k) Insurance Denial
- **New request, Not included in Agency's new reports**

l) Revenue Per Transport Report
- **New request, Not included in Agency's new reports**

m) Revenue Report
- **New request, Not included in Agency's new reports**

19. The County requires on-line read-only and printable access to the Agency's patient billing database, which will include the ability to select by account number or by last name index. The database access will include the following information:

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Page 25 of 31

- Incident location and unit ID
- Patient contact information
- Date of Service
- Transport mileage
- Transport rate & mileage charge
- Number of mailings
- Patient message screen with dates and descriptions of mailings, communication with patient, insurance company, attorneys, etc.
- Payment screen showing adjustments, payment type, payer name, check number, date received, amount of payment and balance due
- Simple and easy access to the detailed Explanation of Benefits (835) from insurance companies, any and all correspondences.

20. In the case of any untimely claims refusal of payment from an insurance company for which the Agency is responsible, the full amount of the transport charge will be credited to the patient's account and deducted from the calculation of the County's monthly invoice.

21. In case of a catastrophic event a toll-free telephone number will be available for patient access within 24 hours. The Agency will provide the County with a copy of the Agency's Disaster Plan.

22. Agency will attend at least one meeting annually with the County at a mutually agreed upon specified location.

23. Agency will be responsible for tracking the Medicare and Medicaid renewal dates and application forms for the County.

Description of Consulting Services and Revenue Recognition Process

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate In the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS.
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation on of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.

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Page 26 of 31

- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County's Representatives to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- Respond to, and represent County on-any AHCA or CMS audit, review or communication regarding any PEMT cost report prepared by Agency and delivered to AHCA on behalf of the County

FEES

- All revenue realized by the County from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program shall be paid in full directly to County. Revenue realized as result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.
- Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be upon the approval of the specific methodology successfully implemented by Agency and County. Agency will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental revenues are received by the County.
- Agency will invoice and receive revenue upon the receipt of revenue received by County for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the Agency to generate invoices. Agency will invoice County based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within thirty (30) days of receipt of funds by the County.
- County will remit payment to Agency within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within thirty (30) days of receipt of revenues by the County. The contingency fees to be paid associated with the respective successful Implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment programs.

All responsive and responsible Vendors who submit a proposal must provide a demonstration of the client's side of the billing software, in person or via zoom prior to award.

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Page 27 of 31

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
Florida's Natural Choice

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

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Page 28 of 31

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Page 29 of 31

Exhibit C

186

Part 4
Price Proposal

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Name of Proposer. EMS Management & Consultants, Inc.

Mailing Address: 2540 Empire Drive, Suite 100

City/State/Zip: Winston-Salem, NC 27103

Phone Number: (336) 714-9085 FAX Number (336) 347-9705

E-Mail Address: Greg.Carnes@emsbilling.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the County and will furnish Insurance Certificates.

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted) If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

1. Percentage of Collections for Non-Medicaid Accounts 3.8 %

2. Flat Processing Fee for each Medicaid Account $ 7.00 .

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

Greg Carnes, CEO
Print Name

Signature

EMS Management & Consultants, Inc.
Name of Proposer-Company

June 14, 2022
Date

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

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Seminole County, Florida

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Page 30 of 31

EXHIBIT "D"

Agreement Name: Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Agreement Number: RFP-604347-22/TKH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604347-22/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: CEO

Title: Greg Carnes

STATE OF North Carolina

COUNTY OF Forsyth

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 30 day of August, 2022, by Greg Carnes (Full Name of Affiant).

CARLETTA RICE NOTARY PUBLIC FORSYTH COUNTY, NC

Carletta Rice

Print/Type Name Carletta Rice

Notary Public in and for the County and State Aforementioned

My commission expires: 02/09/2026

E-Verify Affidavit
Revised 5/19/2021

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Page 31 of 31

FIRST AMENDMENT TO TERM CONTRACT FOR SEMINOLE COUNTY EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES (RFP-604347-22/TKH)

THIS FIRST AMENDMENT is made and entered into this 27th day of February, 2023, and is to that certain Agreement made and entered into on the 31st day of August, 2022, between **EMS MANAGEMENT & CONSULTANTS, INC.**, whose address is 2540 Empire Drive, Suite 100, Winston Salem, North Carolina 27103, in this Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on August 31, 2022, to provide emergency transport billing and collection management services for Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Contract Pricing and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit C of the Agreement is deleted and replaced by the new Contract Pricing attached to this First Amendment as Exhibit C.

2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

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Page 1 of 3

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

EMS MANAGEMENT & CONSULTANTS, INC.

Witness

Print Name

Witness

Print Name

By: _____
GREG CARNES, CEO

Date: 2/22/23

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: 2/27/2023

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney
GLK/lpk
2/9/23
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604347 1am.docx

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Attachment:
Exhibit C – Contract Pricing

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Page 2 of 3

Part - 4
Price Proposal

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Name of Proposer: EMS MANAGEMENT & CONSULTANTS, INC.

Mailing Address: 2540 EMPIRE DR., STE 100

City/State/Zip: WINSTON-SALEM NC 27103

Phone Number: (336) 714-9085 FAX Number: (336)347-9705

E-Mail Address: Greg.Carnes@emsbilling.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the County and will furnish insurance Certificates.

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

1. Percentage of Collections for Non-Medicaid Accounts 3.8 %

2. Flat Processing Fee for each Medicaid Account $ 7.00 .

Amendment #1

3. PEMT FFS at a rate of 6 %

4. MCO Services at a rate of 3 %

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

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SECOND AMENDMENT TO TERM CONTRACT FOR SEMINOLE COUNTY EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES (RFP-604347-22/TKH)

THIS SECOND AMENDMENT is made and entered into this 5th day of April, 2024, and is to that certain Agreement made and entered into on the 31st day of August, 2022, as amended on February 27, 2023, between **EMS MANAGEMENT & CONSULTANTS, INC.**, whose address is 2540 Empire Drive, Suite 100, Salem, North Carolina 27103, in this Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on August 31, 2022, as amended on February 27, 2023, to provide emergency transport billing and collection management services for Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise contract scope of services and contract pricing to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is expanded to include the Scope of Services attached to this Second Amendment.

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Page 1 of 10

2. Exhibit C of the agreement is deleted and replaced by the new Contract Pricing attached to this Second Amendment as Exhibit C.

3. Except as modified by this Second Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

Witness

Jay Gyure
Print Name

EMS MANAGAMENT & CONSULTANTS, INC

By: _____
GREG CARNES, CEO

Date: 4/4/24

Witness
Louis Straffi
Print Name

Maria A Green
Witness
Maria A. Green
Print Name

SEMINOLE COUNTY, FLORIDA

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Date: April 5, 2024

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Attachments:
Exhibit A- Scope of Services
Exhibit C – Contract Pricing

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Page 2 of 10

EXHIBIT A –SCOPE OF SERVICES

REQUIREMENTS

1. Agency must be primarily engaged in the business of providing medical collection and billing services for ambulance transport providers
2. Agency must have EMS accident-related claim experience for Auto or Work Comp payers and has a system in place to research and obtain liability claims information, submit demand letters.
3. Agency must have a comprehensive understanding of Medicare, Medicaid and other insurance and HMO companies' rules, regulations and procedures as they relate to operations in the State of Florida.
4. Agency must have a proven record of having provided this service to other ambulance transport providers. Size and diversity shall be a consideration.
5. Agency must be currently engaged in the business of medical collection and billing services with a minimum of five (5) years' experience.

The Agency is expected to provide a comprehensive EMS electronic billing system. The Agency is expected to function as an independent contractor. Rates charged for all services rendered for the County transports shall be those rates adopted by the County Board of County Commissioners and they are as follows:

BLS = $750.00
ALS = $800.00
ALS2= $800.00
Mileage = $13.00

These rates will remain subject to modification at any time; the County will notify the successful Agency of any changes to the established rates. All policy decisions will be made by the County and administered by the successful Agency. The County will provide all appropriate data regarding a patient's care, prior to and up to transfer of care to a hospital, on a weekly basis, or sooner. The Agency must provide a secure website for transmittal of the data and ensure that all HIPPA regulations are satisfied. The format of the data file will be determined by the County or the current EMS data collection software being used in the field by the County.

The Agency is expected to perform all necessary services related to the development, implementation, operation and maintenance of a medical billing and collection system, which includes associated software and hardware, establishment of master files and sub-files, an invoice tracking system, an accounts receivable system by patient name/account/run number (I.R.), and related financial and management reports as deemed necessary by the County. The Agency, in carrying out the above, will be expected to cooperate with the County to determine the training, forms, requirements, necessary files and other materials and services which are required to initiate and maintain these operations.

The Agency shall be responsible for developing, implementing, monitoring, adopting, reporting, and certifying compliance with, policies and procedures and practices designed to ensure compliance with the requirements of Medicare, Medicaid, and all other federal and local billing or coding agents or consultants for Emergency Medical Services, and with the requirements set forth in this RFP.

It shall be the responsibility of the Agency to constantly update the billing system so that it complies with the current requirements established by the medical carriers. It shall be the responsibility of the Agency to notify the

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Page 3 of 10

County, in writing, of any changes that necessitate a change in policy for billing. All policy decisions shall be made by the County and shall be transmitted to the Agency in writing.

The Agency shall store all information collected on data processing magnetic data. Information shall be maintained on-line in the system for immediate access. All collected information shall be retained for a minimum of five (5) years upon separation from the County. All collected information shall be backed up with a separate media.

All files information relative to the County transport billing system shall be maintained separately from any other account managed by the Agency. Adequate security, such as password protection, shall be provided to insure privacy of records.

SCOPE OF SERVICES

The Agency shall perform the following:

1. Provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payments received. The monthly invoice should show gross collections, patient refunds, Medicaid collections, net collections, Medicaid transports, Privacy Notice Mailing fee and Agency invoice amount.

2. Provide reasonably necessary training to appropriate County EMS/Fire/Rescue personnel regarding the gathering of necessary information and proper completion of run tickets. The Agency will provide all required information to the County to review and forward to the Contracted Collection Company for delinquent accounts.

3. Provide prompt submission of Medicare, Medicaid, and insurance claims within ten (10) business days after receiving the completed patient billing information, which shall be the Agency's notice to commence the billing/collection service. Ability to receive the County's transport records file digitally. The receipt of the digital transport records will meet with the County's file layout criteria. Secondary insurance provider claims shall be submitted within ten (10) business days after the primary insurance provider has paid, this process should also include Medicare secondary. Agency shall follow-up promptly on rejected and inactive claims and establish payer remittance accounts and procedures. If there is no response from insurance companies within 45 days claims will be resubmitted.

4. Reconcile the number of transports collected with those transmitted to the Agency. The Agency shall contact EMS/Fire/Rescue within twenty-four (24) hours of receipt to report any discrepancies.

5. Agency shall provide a designated liaison for patient/payer concerns.

6. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange. Provide a toll-free telephone number and secure web site address for customer access. All correspondence from the Agency to patients must contain a contact number for the Agency Customer Service Office. All billing mailings must have the Agency's return address on the envelopes.

7. Agency shall provide postage for the mailing of all invoices, forms, and citizen surveys.

8. Agency shall provide training to appropriate Rescue personnel regarding the gathering of necessary information and proper completion of documentation at no additional charge.

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9. Implement a collection system involving a minimum of six (6) invoices, which will include an initial statement to all transported patients. All delinquent accounts with an outstanding balance greater than twelve months, upon review by the County, and referred to the Agency is to be determined to be Collection accounts. Establish a follow-up campaign of up to twenty-four (24) telephone attempts to collect all private pay accounts with outstanding balances, including required co-payments and deductibles assessed by Medicare, Medicaid, HMO's or private insurance. Records of telephone calls and contacts shall be maintained and available to the County via on-line access to the Agency's database. Any payment on an account shall reset this cycle. Returned mail accounts are exempt from the above-required subsequent mailings. The County reserves the right to approve the invoice format. The invoice will contain a statement in Spanish to call the toll-free telephone number for assistance.

10. Agency shall utilize the approved hospital medical record identifier number (MRI#) to contact the hospital in retrieving patient information that was not available during transport. It will be the responsibility of the agency to have a current agreement and software in place with each hospital for Health Data Exchange to update the patient's account in a timely manner.

11. Agency will provide skip tracing through a nationally recognized change of address system; example would be Accurint or similar agency. A credit information resource will be used to determine returned mail corrections and Agency will resubmit statement to patient with corrected address.

12. Attempt to collect all balances due for services rendered as well as attempt to assess patient's ability to repay the debt, and if necessary, extend time payments, all subject to such policy guidelines as the County may establish.

13. Process requests for refunds through County on a monthly basis and provide EMS/Fire/Rescue Division with documentation of each refund processed.

14. Provide to EMS/Fire/Rescue Division all unpaid invoices along with the complete processing history once collection efforts are exhausted. Should the agreement be terminated for any reason, the Agency shall turn over all existing information and documentation in its possession concerning existing unpaid accounts. Such information shall be transmitted by an electronic medium reasonably acceptable to EMS/Fire/Rescue.

15. The Agency shall provide sufficient bi-lingual personnel to process all billing/run tickets in a timely, efficient and effective manner and shall respond promptly to the County and patients on requests for information or records.

16. Agency will be HIPAA compliant with all their federal standards and will provide their policy upon request. **The Agency shall be willing to sign the HIPAA Business Associate Agreement** (Reference Attachment 3) regarding the use of any confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process other than disputes with the County over billing services.

17. Any procedures described in this scope of services represents a minimum effort required by the Agency and shall not limit the Agency's use of its proprietary accounts receivable and billing and collections systems, including modifications as required by major provider groups, or its usual and customary practices. The successful collection rate will be calculated on a monthly basis and reflect the percentage based upon what is billed versus what is actually collected before any other action is taken on the account, not including any reduction or write-off for uncollectible Medicare or Medicaid payments.

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Page 5 of 10

The Agency will use its "best efforts" to ensure that the annual collection rate does not fall below an annual 65% minimum. If the annual collection rate falls below 65%, the County will require the Agency to provide justification or corrective action.

18. The following monthly reports shall be prepared by the Agency and submitted to the County:

Reports: (Reference Attachment 4)

a) Transport Charges & Collections
- **EMS Billing Collection Report – By Financial Class**

b) Billing & Collection Summary .
- **EMS Billing Activity Summary Report**

c) Ambulance Payment
- **EMS Billing Collection Report – By Financial Class**

d) Ambulance New Patient Billing
- **Not included in Agency's new reports, AB2070 in old reports**

e) Ambulance Unit Report
- **Not included in Agency's new reports, AB0060 in old reports**

f) Collection by Financial Class
- **EMS Billing Collection Report – By Financial Class**

g) Report of Accounts Receivable
- **EMS Billing Activity Summary Report**

h) Ambulance Billing Adjustments – Write Offs – Reversals

i) Accounts Receivable for Collections
- **EMS Billing Management Summary Report (Accounts Closed)**

j) Audit Report of Accounts Changed
- **EMS Billing Activity Summary Report (Adjustments)**

k) Insurance Denial
- **New request, Not included in Agency's new reports**

l) Revenue Per Transport Report
- **New request, Not included in Agency's new reports**

m) Revenue Report
- **New request, Not included in Agency's new reports**

19. The County requires on-line read-only and printable access to the Agency's patient billing database, which will include the ability to select by account number or by last name index. The database access will include the following information:

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- Incident location and unit ID
- Patient contact information
- Date of Service
- Transport mileage
- Transport rate & mileage charge
- Number of mailings
- Patient message screen with dates and descriptions of mailings, communication with patient, insurance company, attorneys, etc.
- Payment screen showing adjustments, payment type, payer name, check number, date received, amount of payment and balance due
- Simple and easy access to the detailed Explanation of Benefits (835) from insurance companies, any and all correspondences.

20. In the case of any untimely claims refusal of payment from an insurance company for which the Agency is responsible, the full amount of the transport charge will be credited to the patient's account and deducted from the calculation of the County's monthly invoice.

21. In case of a catastrophic event a toll-free telephone number will be available for patient access within 24 hours. The Agency will provide the County with a copy of the Agency's Disaster Plan.

22. Agency will attend at least one meeting annually with the County at a mutually agreed upon specified location.

23. Agency will be responsible for tracking the Medicare and Medicaid renewal dates and application forms for the County.

Description of Consulting Services and Revenue Recognition Process

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS.
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation on of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.

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- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County's Representatives to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- Respond to, and represent County on-any AHCA or CMS audit, review or communication regarding any PEMT cost report prepared by Agency and delivered to AHCA on behalf of the County

FEES

- All revenue realized by the County from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program shall be paid in full directly to County. Revenue realized as result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.
- Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be upon the approval of the specific methodology successfully implemented by Agency and County. Agency will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental revenues are received by the County.
- Agency will invoice and receive revenue upon the receipt of revenue received by County for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the Agency to generate invoices. Agency will invoice County based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within thirty (30) days of receipt of funds by the County.
- County will remit payment to Agency within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within thirty (30) days of receipt of revenues by the County. The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment programs.

All responsive and responsible Vendors who submit a proposal must provide a demonstration of the client's side of the billing software, in person or via zoom prior to award.

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LIFE LINE COLLECTIONS

Exhibit A- Scope of Services

Seminole County Fire Department | EMS Delinquent Collections

PROPOSED PRICING

LIFELINE COLLECTIONS ALL INCLUSIVE PRICING

Our pricing includes all services listed in this document, including delinquent account collections, reporting, consulting, training, and customer service. Working together, with our customized suite of services, improves overall revenue recovery and provides greater value.

This management fee is all-inclusive meaning that you won't be charged an additional fee based on the collected amount on top of the fee you are already paying for EMS billing services.

Pricing is shown as a percentage based on the net collection of turned accounts.

	CONTINGENCY FEE
DELINQUENT COLLECTION SERVICES	15%

*We could not charge our 3.8% RCM on anything collected by Lifeline. However, we do charge a fee if another agency is used.

Please contact us directly if you have any questions on our pricing or services. We do not get paid if we are not collecting revenue for you.

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Page 9 of 10

Exhibit C
Price Proposal

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

1. Percentage of Collections for Non-Medicaid Accounts 3.8%

2. Flat Processing Fee for each Medicaid Account $7.00

Amendment #1

3. PEMT FFS at a rate of 6%

4. MCO Services at a rate of 3%

Amendment #2

5. Delinquent Collection Services Contingency Fee 15%

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

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Page 10 of 10

EMS|MC

November 25, 2024

Attn: Chief Krivjanik
2100 NW 39th Street
Oakland Park, FL 33309

Dear Chief Krivjanik,

EMS Management & Consultants is very pleased to submit a proposal to Oakland Park Fire Rescue. Now in our 28th year, EMS|MC knows the EMS billing industry like no other processing over 5.5 million claims nationally. EMS|MC is uniquely positioned to bring the best EMS billing solution to you.

EMS|MC delivers the most compliant & optimized collections, enabled by industry leading processes, innovative technology & attentive client care. In the last 5 years, over 100 new agencies have entrusted EMS|MC with their EMS billing needs. As a result of these transitions, compliant collections increased for every agency. EMS|MC understands that making the decision to outsource your EMS billing can be a difficult one & minimizing risk during the transition is critical.

Every agency we have transitioned to EMS|MC has increased their compliant collections, and we are very confident we will bring unmatched value to you should we be selected as your partner.

To ensure all transition risks are minimized, your deployment project manager will lead a methodical & thorough onboarding process. This process will establish written billing and collection policies, review contracts with payors and facilities, and ensure that all contingencies are planned for. In this response, we will detail what makes us unique from our competitors and the Gold Standard in EMS billing, including the following highlights:

- Cutting-edge Technology – EMS|MC's proprietary claims processing platform, EMSmart™, brings the best of human judgement & automation together to ensure the highest clean-claim rate & cash-per-trip results in the industry. Crew Analysis is an unmatched performance management tool for your medics, focused on key billing documentation needed for maximum collections.

- Dedicated Account Management – Your account manager will be focused on your business providing on-site interaction & feedback, tailoring our solution to fit the needs of your organization & community. They bring extensive EMS billing knowledge & an attentive, personal approach to the account management for your service.

2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
info@emsmc.com
emsmc.com

EMS|MC

- Onboarding – EMS|MC's proven project management driven onboarding process, EMStart, ensures that your service will not see a disruption in cash flow during the transition to EMS|MC.

- Compliance – Headed by Chief Compliance Officer, Kim Stanley, EMS|MC's compliance team is dedicated to ensuring the unmatched awareness & adherence to the unique regulatory environment—federal and state—representing your agency fully in the case of an audit.

- Advocacy – Headed by Advocacy Liaison, Regina Godette-Crawford (formerly the chief of NCOEMS), EMS|MC's advocacy efforts go beyond the needs of just our clients. Aiming to educate & empower all EMS agencies, EMS|MC advocates on behalf of all organizations & their communities & will ensure that your service will be well represented at both the state & national levels.

- EMScholar™ – Our EMScholar™ education portal provides up-to-date content that is NAAC CEU Certified and verified by industry experts at Page, Wolfberg & Wirth that is designed to create consistency and operational efficiencies that are comprehensive, all-encompassing, and convenient for all users.

Throughout our proposal we will demonstrate that with our experience and disciplined approach to EMS billing, we would be the right choice as your EMS billing partner. You will find us to be trustworthy, dedicated, and tireless in our relationship with you to deliver the industry's best value-to-cost ratio - always improving as we customize our solution to fit your unique needs.

We sincerely hope to earn the right to be your future EMS billing partner and look forward to the next steps.

All my best,

Greg Carnes, Chief Executive Officer
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
P. 336.714.9085 | Greg.Carnes@emsbilling.com

As Chief Executive Officer for EMS|MC, I am authorized to make representations on behalf of EMS Management & Consultants, Inc. EMS| MC does not have any ethical conflicts that would interfere with a contractual obligation with your service.

EMS|MC

Built by Paramedics

Founded in 1996 by a Paramedic, EMS Management & Consultants (EMS|MC) has assembled a team of industry-leading experts who are dedicated to maximizing reimbursement, optimizing resources, and driving industry change through regulatory compliance. We deliver unparalleled service designed to bring long-lasting value and a positive impact to your community and citizens, because our teams live and work in the industry.

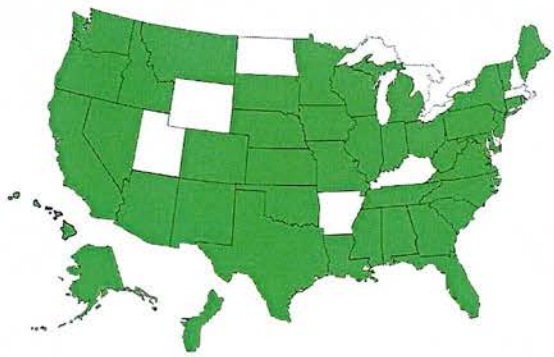


The EMS|MC Footprint

- 1,000+ CUSTOMERS NATIONALLY
- 4 MILLION ANNUAL TRANSPORTS
- 5% YoY INCREASE IN COLLECTIONS
- 7 OFFICES NATIONWIDE

EMS|MC

PWW|AG VAIRKKO



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EMS|MC

Rooted in Innovation

EMSmart™, our proprietary intelligent billing platform, provides EMS agencies with unmatched compliant revenue performance.

EMSmart™ is a rules-based processing engine that brings the best of human judgment and automation together to ensure the highest clean claim rate and cash-per-trip results.

EMSmart™ Implements Smart Automation in Key Spots of the Billing Process

ICD-10 Coding

Medical Necessity Determination

Level of Service Determination

Priority Determination

EMSight™, our client business intelligence portal, is your bird's-eye view into revenue, reporting, benchmarking and more.

Comprehensive Business Intelligence

Intuitive dashboard

- Transports
- Charges
- Collections
- Accounts Receivable

Tailored User Experience

- Job Function Role Definition

Flexible and Transparent Reporting

- Easy Transport level detail
- Payer Mix
- Run Mix
- Payment Posting
- Payment History



Reimbursement

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Winston-Salem, NC 27103

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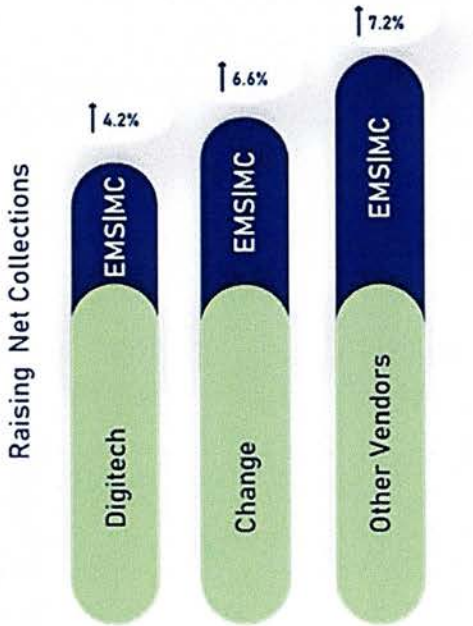
EMS|MC

EMS|MC is raising the bar, providing the services and technologies that allow first responders to focus on delivering care.

Every day we deliver customized, industry-leading Revenue Cycle Management (RCM) solutions powered by our proprietary EMSmart™ billing platform to improve billing efficiency while increasing your reimbursement.

More than 1,000 EMS agencies nationwide trust EMS|MC. Our RCM solutions are proven to raise net collections above the competition.





SCOTLAND COUNTY
EMERGENCY MEDICAL SERVICES

We've seen an increase in our collection rate, and we've been able to get new equipment as a result of it, so it's been a good partnership.

- Robert S.

Scotland County EMS

Resources

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Winston-Salem, NC 27103

info@emsmc.com

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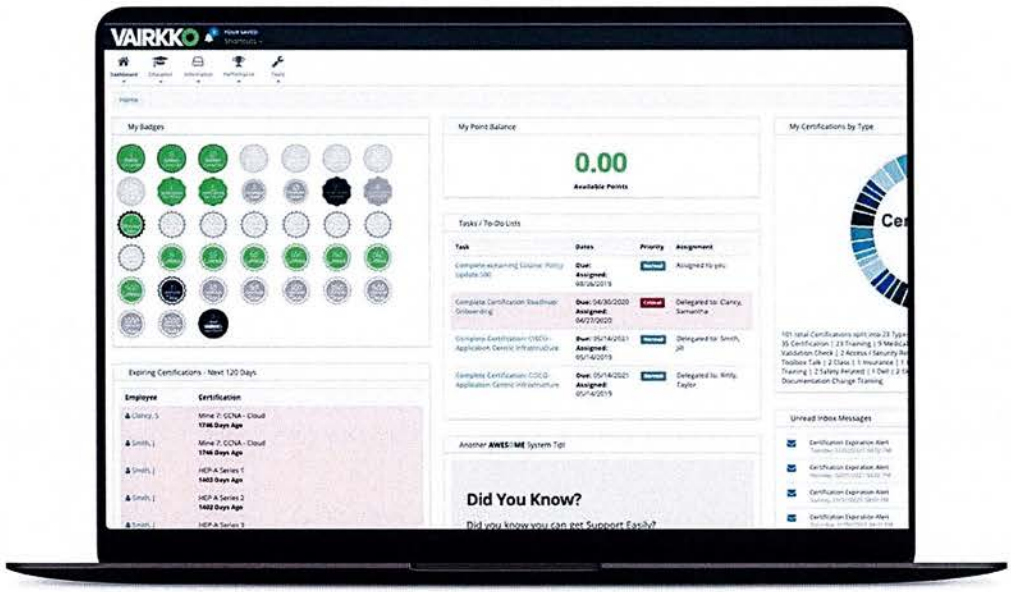
EMS|MC

We help you manage your most valuable resource: your people. We offer tools and technologies that assist EMS and mobile healthcare organizations with core operational functions, ensuring you are staffed appropriately and with the right credentials.

Through customized resource management solutions, including our EMSmart™ platform and workforce management platform from VAIRKKO, we provide technology that offers flexibility for you to manage your team independently to leave your operation functions to us.

Our HR and LMS (learning management system) solutions help transform business processes and increase staff productivity through a combination of technology and human touch. You can track and manage crews to ensure you are staffed accordingly and offer ways for your team to upskill and enhance their expertise.



Through PWW|AG our clients gain access to industry-leading, National Academy of Ambulance Compliance (NAAC), accredited education and training on topics affecting the EMS and mobile healthcare industry.

By The Numbers

2.2B	99.8%	1,500	5.5M	99.7%
In revenue collected annually for clients	Compliance in payment delivery	National Clients	Transports	Claim quality levels

Regulation

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Winston-Salem, NC 27103

info@emsmc.com

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EMS|MC

EMS|MC's consulting division, PWW Advisory Group (PWW|AG) assesses and drives transformational change, adopting best practices to better serve patients and the communities.

PWW|AG

The team brings a deep understanding of the industry and its complexities because we've been in it for decades. With our insight and the expertise of our advisory and compliance group, we help you navigate compliance and operational challenges. PWW|AG offers a legacy in EMS and mobile healthcare, delivering a multidisciplinary approach to help tackle the challenges modern emergency and mobile healthcare agencies face today.



Doug Wolfberg -Founder/Partner



Stephen Wirth – Founder/Partner



Ryan Stark – Partner



Kim Stanley – CCO

Certification

NAAC (National Academy of Ambulance Compliance) represents the industry's "Gold Standard of Excellence" in compliance, ethics, and integrity in all facets of ambulance compliance. NAAC provides industry-specific training that gives each Ambulance Biller, Compliance Officer or Privacy Officer, Documentation Specialist or Financial Officer a solid baseline of critical knowledge necessary to become well-informed, conscientious, compliant, and proficient. EMS|MC's billing and coding staff are NAAC-certified professionals and maintain their competency through annual continuing education requirements. NAAC provides and accredits a wide range of continuing education programs throughout the year, both in classroom and online offerings. EMS|MC complies with all applicable federal, state & local laws & regulations as they apply to the services being provided, including maintaining confidentially for all medical & patient information in accordance with HIPAA.

CAC Certified Ambulance Coder
CADS Certified Ambulance Documentation Specialist
CACO Certified Ambulance Compliance Officer
CAFO Certified Ambulance Financial Officer
CAPO Certified Ambulance Privacy Officer

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Winston-Salem, NC 27103
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EMS|MC

Our Mission: Raising the Bar

EMS|MC is the industry leader in providing EMS focused HIPAA-compliant revenue cycle management that delivers optimized collections to our clients across the nation.

EMS|MC realizes the importance of our client's mission to compassionately provide critical medical care to your patients. Our described solution details how we provide accountable and intuitive customer service, transparent and accessible tools and technology, and a dedicated approach focused on opportunities so you can commit to your mission and serve your community.

Cabarrus County EMS

When I think EMS|MC, I think reliability, and patient-centered, customer-centered service.
- Alan T.
Cabarrus County EMS

Dedicated Customer Success Executive

Your Customer Success Executive can also provide weekly meetings, Quarterly Business Reviews (QBRs) & Annual Business Reviews (ABRs) for full transparency throughout the length of our partnership.



Weekly Meetings, QBR's & ABRs will include:

- Account performance overview
- Reporting packages
  - Monthly Reporting Package
  - Ad-Hoc Reporting Packages
  - EMSight™ Reporting Packages
- Industry Updates
- Technology Updates

EMS|MC sets the industry's gold standard in account management by giving our clients multiple points of contact to ensure if any contingencies were to arise, a team member would be able to assist. Our Customer Success team provides a toll-free Customer Success Hotline where your patient community can be assured that their issues will be resolved by a Level II Customer Success Customer Success Executive in a timely manner.

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Winston-Salem, NC 27103
info@emsmc.com
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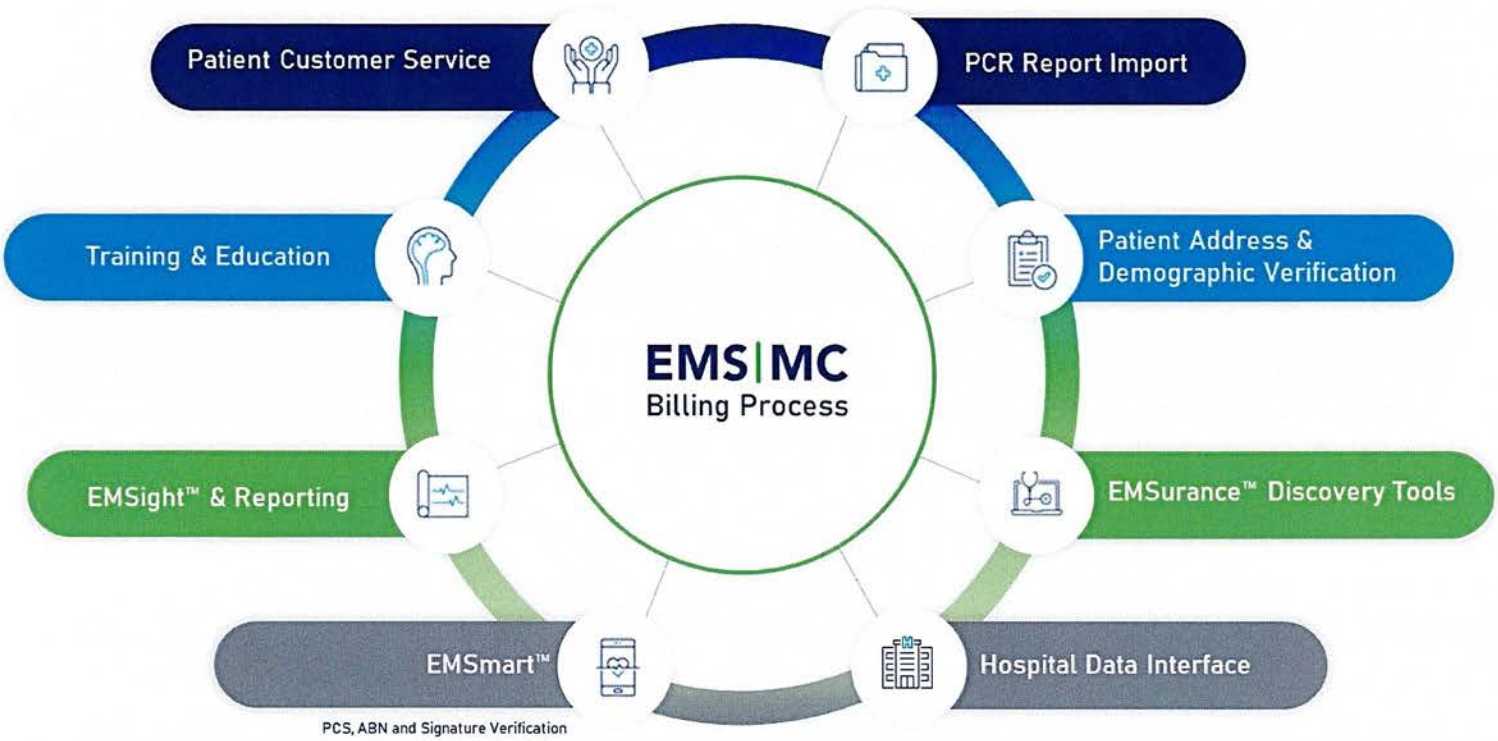
EMS|MC

How We Bill

EMS|MC knows billing. We have developed a multi-step claims management process with a focus on automation that minimizes human "touch points" & increases approved claims. We have teams in every category of the billing process providing diligence around persistent follow-up, ensuring separation of operations.



PCS, ABN and Signature Verification
ICD-10, HCPCS Coding
Medical Necessity Review
Claim Submission
Denial and Claim Management
Payment posting, refunds and reconciliation

ePCR Partnerships

EMS|MC's established ePCR vendor partnerships utilize automation designed to provide minimal manual intervention by both clients & the EMS|MC team – thus reducing the opportunities for human error & denied claims. Your agency is guaranteed efficient & accountable imports of the electronic Patient Care Records (PCR), & EMS|MC will provide an Import Confirmation Report (ICR)

EMS|MC's data management team has a proven track record of success for each of our clients, ensuring that our data transmission process is consistent and stable.

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Winston-Salem, NC 27103
info@emsmc.com
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EMS|MC

Claim Coding & Billing Process

Imported patient records require a billing specialist to review & make the coding decisions-based information contained in the ePCR. The patient narrative is a critical element in these coding decisions & is imported into the billing system.



Comprehensive Verification of Insurance Eligibility

EMS|MC employs several resources/eligibility databases to find missing & incomplete insurance information. Our proprietary technology, EMSurance, provides an automated process to collect patient information by aggregating multiple channels into one process.

Proven Management of Call Reports Lacking Sufficient Information

EMS|MC staff reviews each portion of the transport including attachments & narratives to determine if any information required for billing is missing. If so, the transport is placed on a dedicated schedule, called the "ACR Return to Provider" (ACR RTP). Trips on this schedule are then made available for immediate & actionable feedback, via the EMSight™ client portal.

Electronic Claim Submission

EMS|MC utilizes electronic claim submission in every case possible. Medicare, Medicaid & most commercial insurance carriers currently accept electronic claims. The faster that claims are batched & submitted to payors, the faster they will be paid to the provider. Our model has been proven over time & is designed to provide efficiency. The result is maximized cash flow & accuracy in claims.

Clean Claim Rate

At EMS|MC, we are very committed to maintaining the highest clean claim rate possible. Clean claims mean faster reimbursement for our clients. EMS|MC maintains a high clean claim percentage by ensuring that every claim is verified using a proprietary automated quality validation system. This validation system uses complex logic that can identify many potential errors that could lead to claim rejections or denials.

Exhaustive Account Follow-up for all Denied or Open Balance Claims

Account follow-up is conducted for all denied claims, or those claims with an open balance status beyond the normal time frame in which insurers are required to process claims. Our billing system automatically flags these accounts based on the specific payor & age of the account so that timely account research may be conducted.

EMS|MC

Tracking Denials for Increased Effectiveness

Our billing system can track denial codes & reason codes for internal quality assurance analysis. Denial reports are routinely reviewed by the billing operations manager for payor denial trends & potential coding issues. This report allows our team to stay informed & make the necessary adjustments to our processes to avoid duplication & maintain exceptional collection performance.

Appeal Process for Denied or Rejected Claims Increases Revenue

Denied claims are always reviewed by a Revenue Cycle Specialist to determine the specific reason. Most appeals begin with a telephone review with the specific carrier to clarify the reason for denial. This assures that the claim was not mistakenly denied. In some cases, it can be corrected & paid via a telephone conversation. Once the claim is researched & it is fully determined to be non-covered, the invoice is submitted directly to the patient.

Patient Pay Account Processing & Follow-Up

Private pay accounts are handled through initial invoicing & are followed up with monthly statements reflecting all payments & credits. EMSecurePay, our patient payment portal, offers patients a secure & convenient option for resolving their account in full, or setting up a payment plan.



Refund Validation: Policies, Procedures & Identifying Credit Balances

Our refund team thoroughly researches over-paid accounts or accounts with credit balances & will provide you with the proper documentation to assure that all refunds are processed.

Legal Requests

Our solution includes the value add of EMS|MC handling the fulfilment of all attorney request for reports. We partner with ChartSwap to process requests for records from a lawyer or by a court. This HIPAA-compliant universal platform provides attorneys with fast, efficient fulfillment & provides visibility into what has been requested & received.

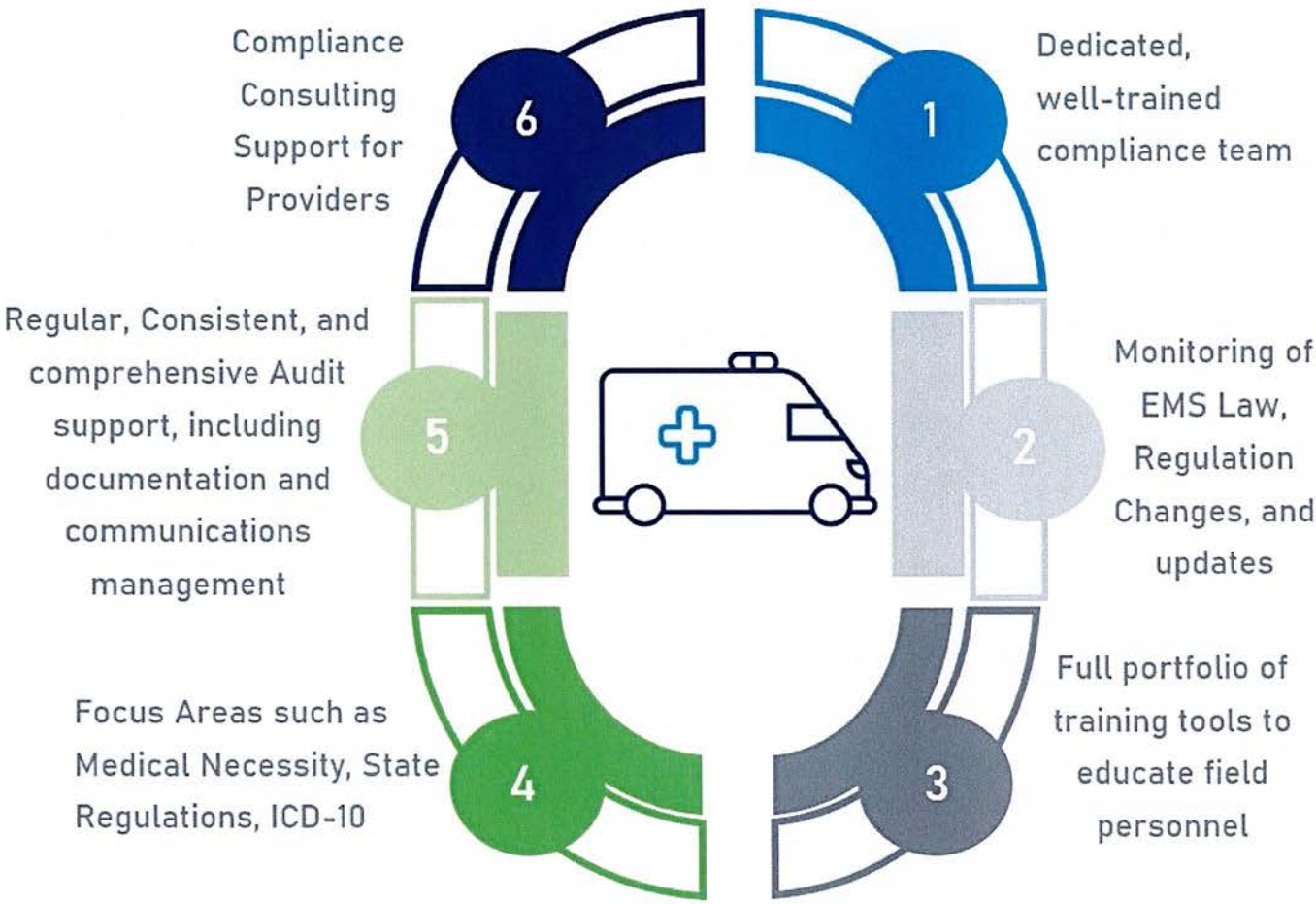
EMS|MC Lockbox

EMS|MC can act as a lockbox for our clients, ensuring logical organization of documents pertaining to the EMS revenue cycle – maximizing efficiency. All payments, collateral & documentation are handled using our thorough process, complete with technology enablement. EMS|MC images all documents & securely manages workflow, facilitating fast time to payment, posting & viewing.

EMS|MC

Compliance

Our dedication to Compliance sets EMS|MC apart in the industry. EMS|MC has developed a culture of Compliance throughout our organization. Beyond the annual training & quality assurance process, EMS|MC has embedded compliance into our daily workflows that set the foundation & expectations across our organization. EMS|MC goes beyond the minimum requirements set forth by the OIG & has created a compliance program that is the best in the EMS billing industry.



EMS|MC's compliance expertise keeps our clients safeguarded from the legal exposure that may potentially arise with EMS billing. With the ever-changing healthcare marketplace & the political environment, we will be by your side when you may not have the resources to do it alone.

2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
info@emsmc.com
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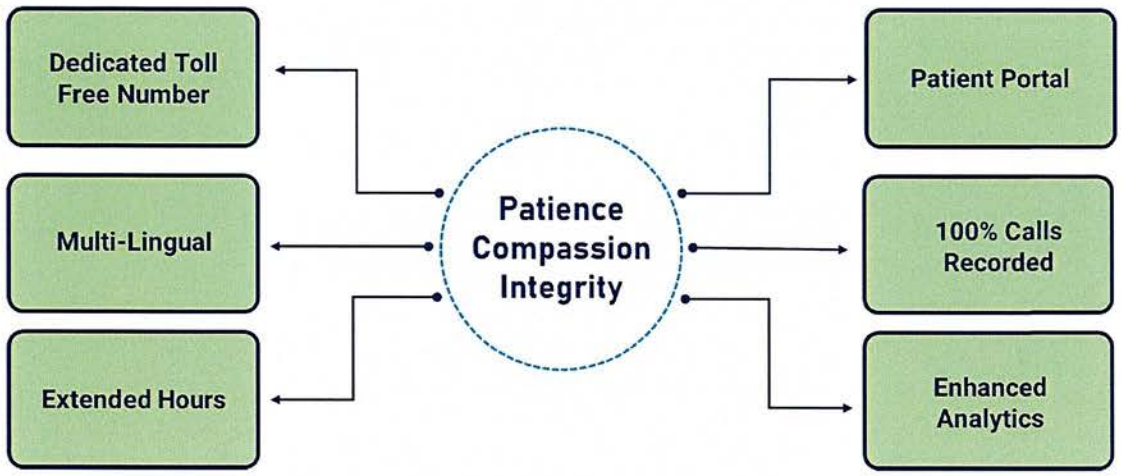
EMS|MC

Customer Service with Impact

At the heart of EMS|MC is why we do what we do - that is to create opportunity for our client partners by providing them with the gold standard in EMS billing so they may acquire the resources necessary to deliver lifesaving care. Infused into our operations is a level of accountability meant to exceed expectations & deliver over-the-top support that maximizes reimbursement by providing the entire solution.



EMS|MC understands the importance of patient satisfaction & provides multiple payment methods to patients. All interactions are recorded & handled with delicacy, professionalism, & deep understanding that we are representing your service & community. It is the on-going goal of the EMS|MC Customer Success Department to understand the needs of our clients & our team so our stream of resources is continually improving.

EMS|MC records all incoming & outbound calls providing metrics for the variety of questions & requests from patients, clients & all others. After assisting the caller & resolving the call, the customer service representative determines the call disposition, which drives the call trending data.

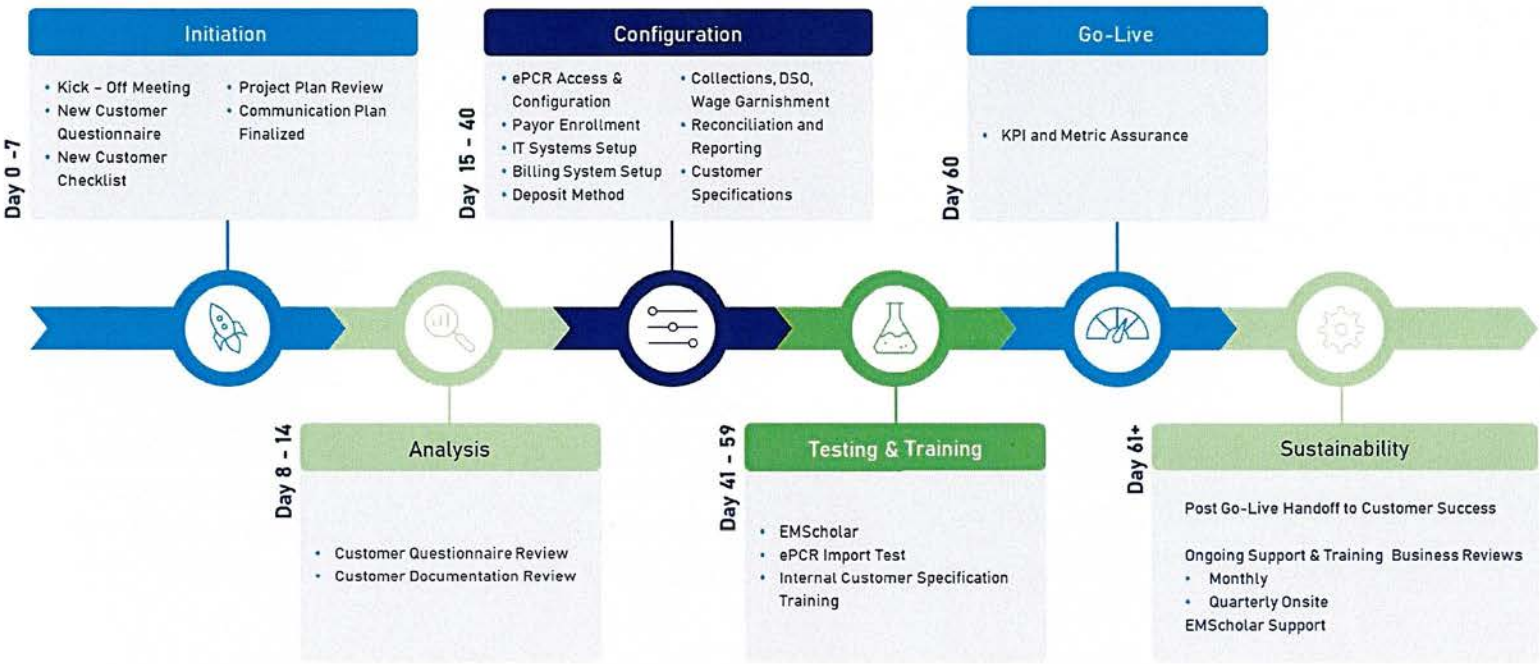
These experiences continue to enrich our knowledge & give us precedent to build on. Aggregating this data daily allows EMS|MC to:

- Conduct quality assurance audits routinely
- Improve internal expertise & drive future training
- Monitor Key Performance Indicators
- Track overall trends & perform long-term historical analysis
- Provide our clients visibility into patient inquiries & call volume
- Offer consulting on how to improve the patient experience
- Further develop operational efficiencies to optimally suit each client

EMS|MC

Implementation

EMStart is EMS|MC's methodical and meticulous deployment process. EMS|MC agrees to all items outlined in the Scope of Work & can guarantee a smooth 45-60-day onboarding process. EMStart is a proactive, collaborative process driven by critical deployment milestones we accomplish together with our clients. We track the progress & successful completion of each milestone on a 300+ line project plan that is tailored to your agency.



Deadlines are carefully established for each deployment task, so we meet our target completion dates for each milestone & ultimately commence billing on the go-live date jointly agreed upon with your agency. Your dedicated EMStart team closely monitors the implementation timeline & project plan providing ongoing visibility & critical milestone status updates to your agency. The EMS|MC onboarding process begins promptly after the contract & BAA are fully executed. Additionally, EMS|MC conducts a full internal training to all employees assigned to your account before the go-live date.

> You guys helped us make this as seamless as possible, and we could not have asked for a better lead-up to this transition. We look forward to many years of a great partnership.
>
> - Derek J.
> Gilbert Fire and Rescue Department

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Winston-Salem, NC 27103
info@emsmc.com
emsmc.com

EMS|MC

EMSight™

EMSight™ & Reporting



EMSight™ is EMS|MC's secure online business intelligence dashboard & reporting solution with real-time patient search functionality, collaboration/workflow tools, & robust payment posting module. EMSight™ offers daily, weekly & monthly reports with detailed accounting of billing & collections, including both summary & detail-level data in an easy-to-interpret format. EMSight™ was built around client feedback & was made to make your life easier. As an attentive partner we attest to being dedicated to continuous process improvement & transparency for our client partners.

Oakland Parks designated personnel have their own login ID & password for our secure client online portal website. Individual access is granted to a particular feature/portal and is based on the City's preferences and job function. There is no limit on number of licenses or client employees accessing EMSight™. After logging in to the portal, clients are presented with a drillable dashboard divided into four subject areas:

Billable Trips, Gross Charges, Net Collections, & Account Receivables. Each icon or number displayed on the dashboard is drillable & will promptly display second or third level reports. Reports can be filtered by various criteria & exported to an Excel or PDF format.



2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
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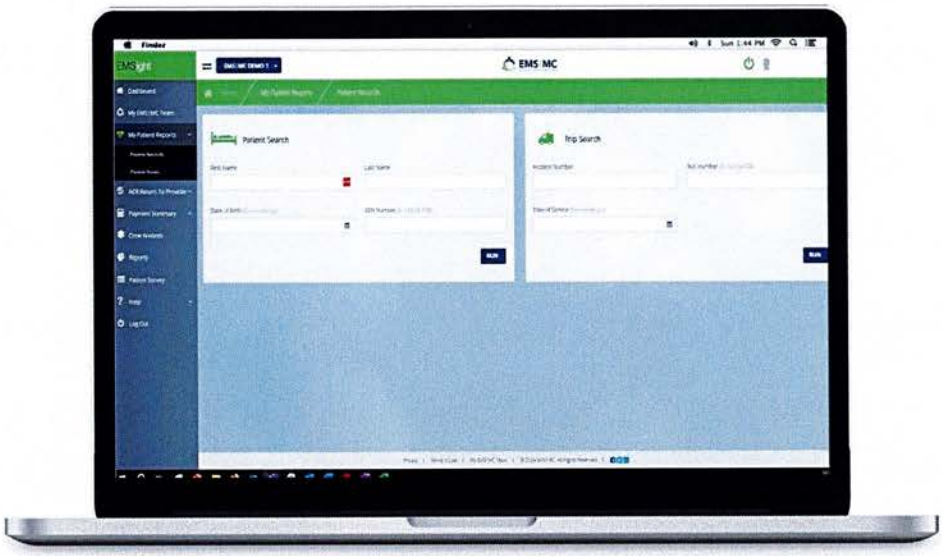
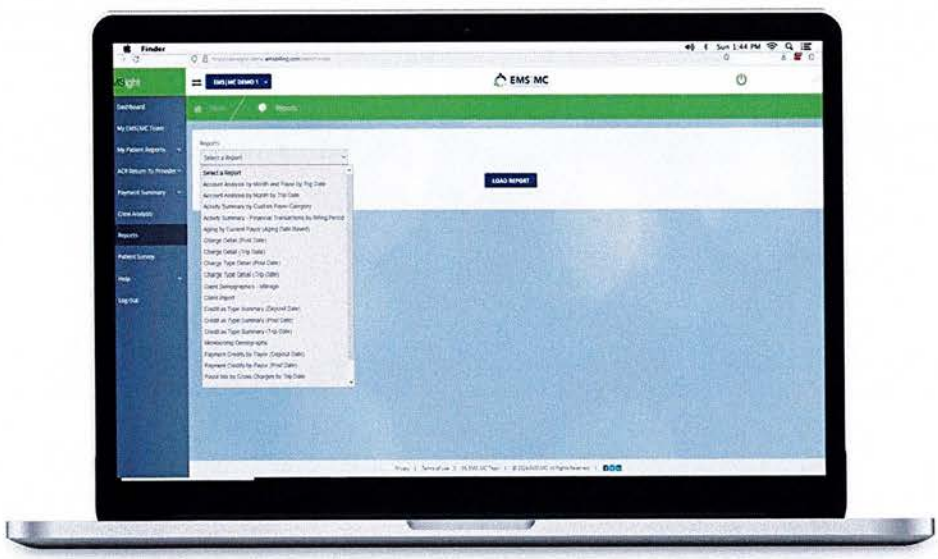
My Patient Reports

Besides drillable dashboards, clients have access to different modules using the left navigational menu. The following is the list of the most frequently used functionalities:



Patient Records – This area allows searching of our billing system records in real time using various search criteria: First Name, Last Name, DOB, SSN, Incident Number, Run Number, & Date of Service. Search results can be drilled down to a detailed report that can be printed.

Patient Notes – Patient Notes encourages users to add notes to specific patient accounts to drive transports to a new billing schedule. Users will be able to immediately note individual patient accounts, & specific transports, of any updates that might be related to that account.



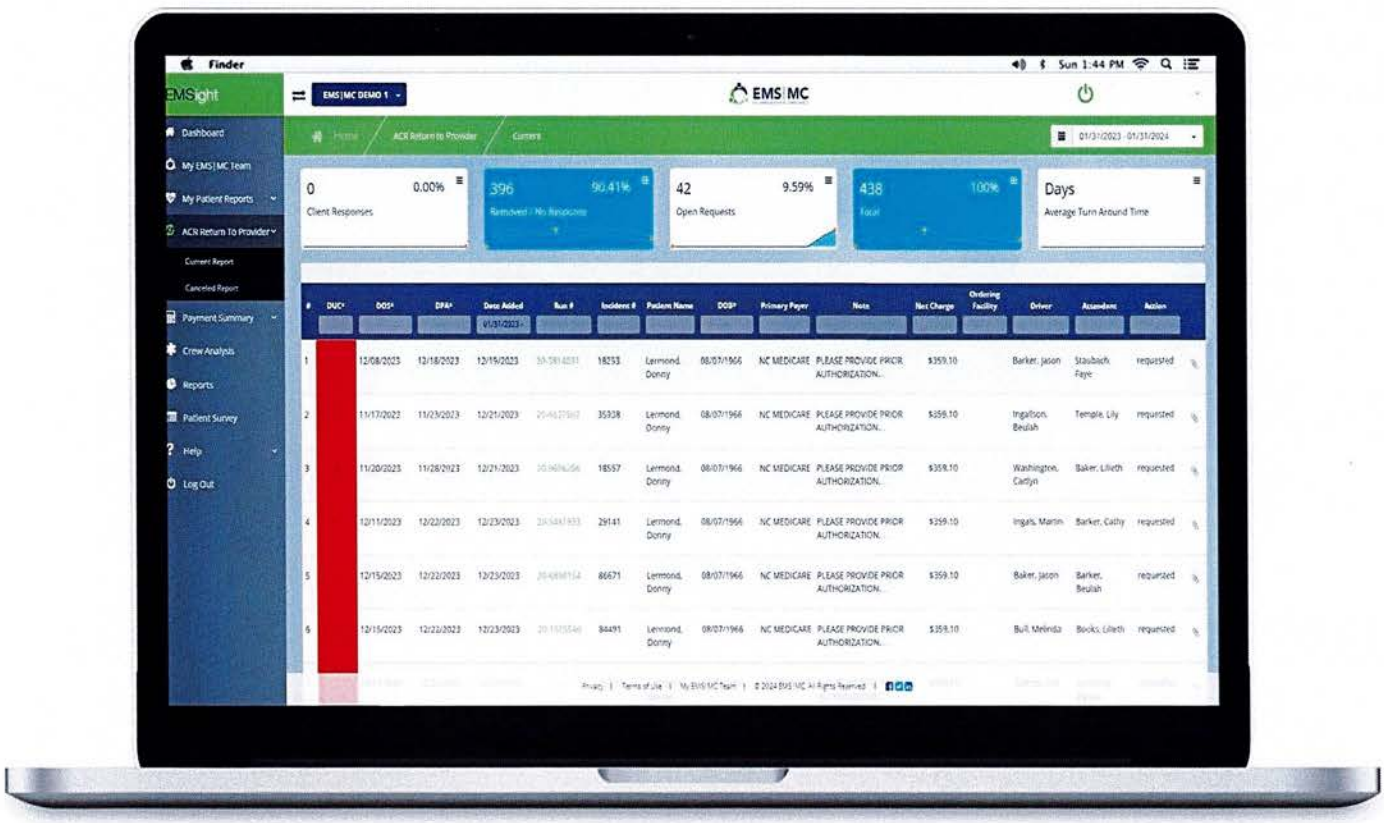
EMS|MC

ACR Return to Provider | (ACR RTP)

ACR RTP is workflow functionality that allows EMS|MC billing staff to return the trip back to the client as the trip is being worked in our billing system real time. Some of the reasons for returning trips back to clients are missing PCS form, incorrect information listed on the PCS form, missing patient address, etc.

Oakland Park can access all the information under their fingertips, upload a missing file or correct the information on the portal. This interactive tool will allow us to collaborate with Oakland Park in real time, identify trends & execute any disruption in cash flow. Below is an example of one of the ways EMS|MC utilizes the ACR RTP to maximize reimbursement opportunities:

- EMS|MC receives an ePCR with a narrative stating that there was an EKG done on the call, but we don't have the interpretation. This makes the trip billable at the BLS level even though an ALS intervention was provided. In order to bill at the highest appropriate level, we would need to ensure that we have that information. EMS|MC would place this trip on the ACR RTP giving Oakland Park the opportunity to provide the EKG interpretation or the credentials of the paramedic that was on the call.



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Winston-Salem, NC 27103
info@emsmc.com
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EMS|MC

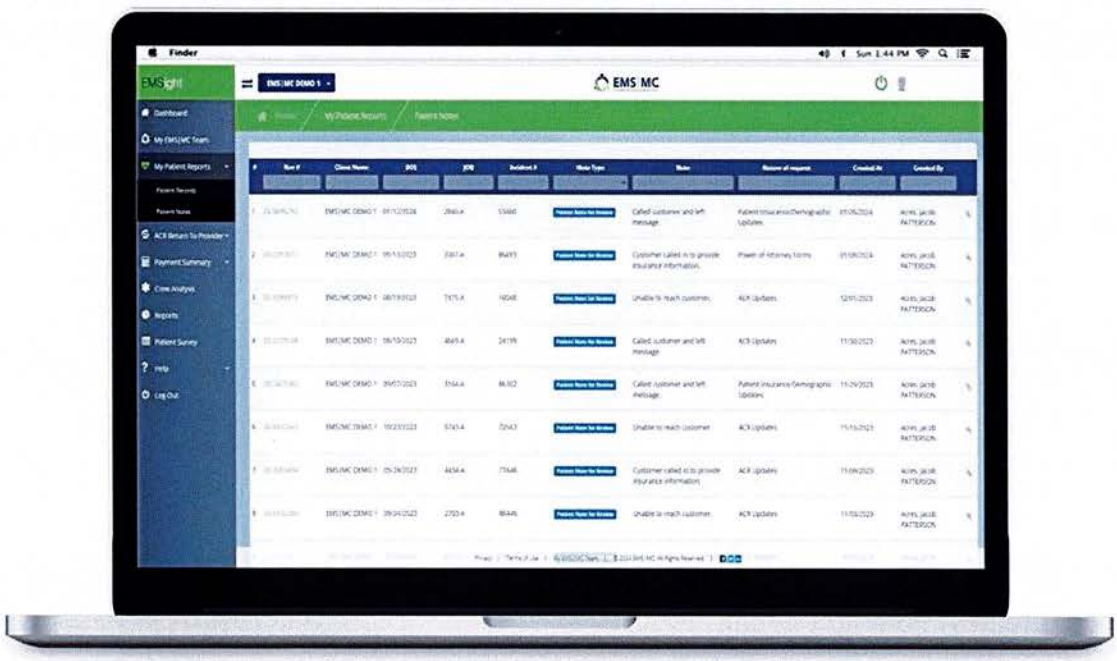
Reports

EMS|MC knows that business happens during non-traditional business hours and built EMSight™ for real-time availability. Beyond the standard EMS|MC month-end reporting package that the City of Oakland Park will receive, EMSight™ provides reliable ad-hoc reporting.

This includes but is not limited to:

- Account Analysis By Month and Payor By Trip Date
- Account Analysis By Month by Trip Date
- Aging Report by Current Payor (Aging Date Based)
- Charge Detail Report (Post Date)
- Charge Detail Report (Trip Date)
- Charge Type Detail Report (Post Date)
- Charge Type Detail Report (Trip Date)
- Client Demographics – Mileage
- Client Import Report
- Credit As Type Summary Report (Deposit Date)
- Credit As Type Summary Report (Post Date)
- Credit As Type Summary Report (Trip Date)
- Payment Credit By Payor (Deposit Date)
- Payment Credit by Payor (Post Date)
- Payor Mix by Gross Charges by Trip Date
- Trip Detail by Primary Payor

EMS|MC realizes that unique reports often need to be created to offer invaluable organizational insight. EMS|MC has consistently been able to develop & provide these reports. Ad-Hoc reporting requests will be reviewed with your Customer Success Executive & our Project Management/IT teams to determine & develop the most effective report.



There is no additional charge for customized reporting.

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Winston-Salem, NC 27103
info@emsmc.com
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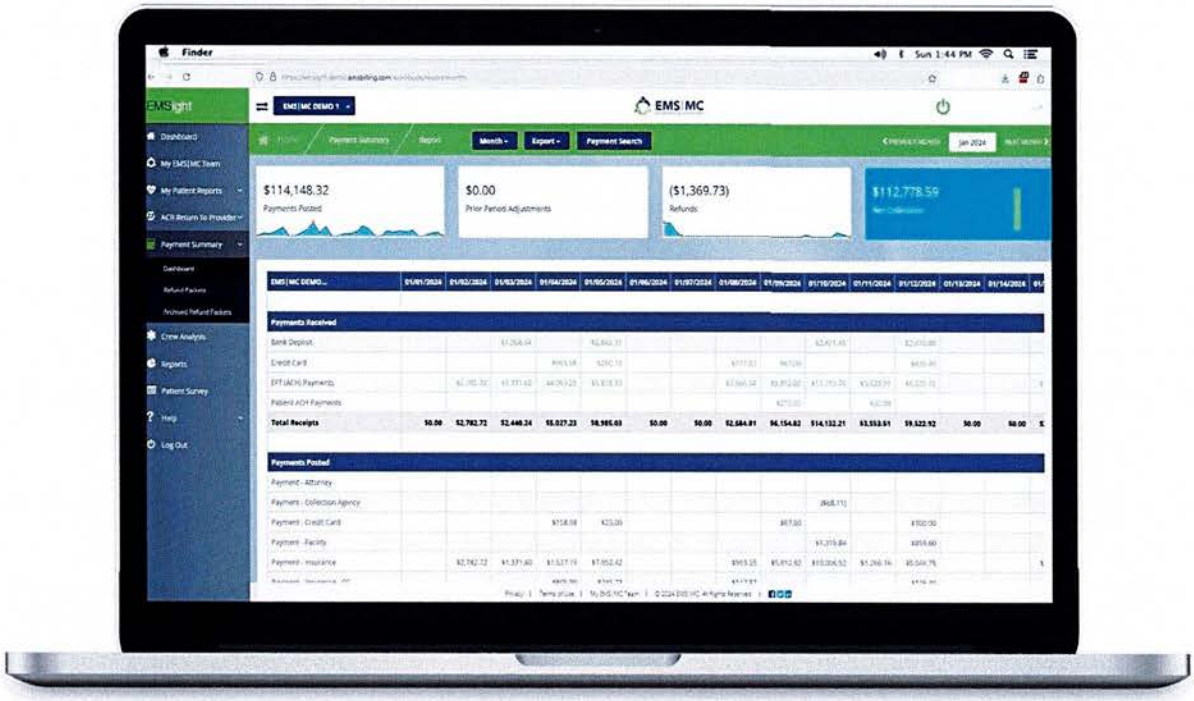
EMS|MC

Payment Summary

Payment Summary provides access to financial dashboards & reports. Drillable dashboards show several financial metrics for any given month - the amount of posted payments, prior period adjustments, refunds, & net collections.

The Payments Received section shows daily amounts for Bank Deposits, Credit Card payments, Direct to Client payments, EFT payments & Patient ACH payments. Each daily amount is drillable & will show the detailed report of all payments. Like Payments Received, the Payment Posted section is broken down into 14 subcategories with daily totals, followed by Reconciliation & Refunds sections.



WAKULLA COUNTY

The payment summary is probably my favorite thing about y'all. That we're able to see everything live - there's no waiting to find out what you've all collected, and that's by far my favorite thing.

- Nanette W.

Wakulla County EMS

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Winston-Salem, NC 27103
info@emsmc.com
emsmc.com

EMS|MC

Crew Analysis®

Crew Analysis® provides the ability to quantify how often crew members are documenting specific data points on their PCR's: Patient signature, Phone number, Insurance with policy number, Social Security Number & whether the trip was returned on the ACR RTP report. This tool will also allow Oakland Park to review your documentation scores & averages in comparison to the EMS|MC National Average. The City can also utilize the "Crew Member Trend Chart" to depict documentation trends for crew members over the last 12 months, or within a specific date range if desired. Agencies that utilize the ordering facility functionality can view trips by ordering facility in **Crew Analysis®**. Capturing these in-depth data analytics can be used both to incentivize & to drive training:

- Provides internal feedback
- Qualifies for improvement the variables within your control
- Increase's compliant collections
- Showcases clean claims produced by crew members
- Reveals organizational trends contributing to production/regression

This information is available in a report form that can be downloaded & printed. The City of Oakland Park will have the ability to print multiple crew member scorecards at one time from the Crew Analysis Metrics Crew List. This report is to aid in crew level performance review & training resulting in providing information needed to maximize revenue collection.



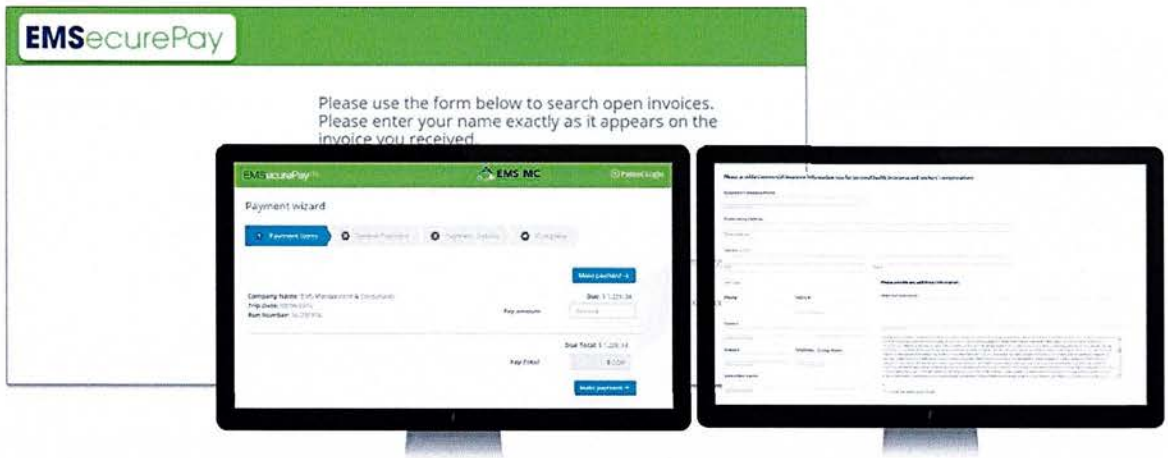
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
info@emsmc.com
emsmc.com

EMS|MC

EMSecurePay™

Our billing system can manage both scheduled payments, & payment plans. Once an account is on a payment plan, the patient will receive an invoice indicating that a time payment arrangement has been established, with a statement of understanding for the patient to sign. Each month, the patient receives a cumulative invoice reflecting the historical credits & dates posted.

EMSecurePay gives patients the ability to provide feedback about their EMS experience with patient care & billing, via an online survey.



EMSecurePay, located on www.emsmc.com, is EMS|MC's secure online payment portal that allows patients to easily pay their invoices. This online portal is intuitive, PCI DSS compliant & is tested & certified quarterly by an independent third-party vendor.

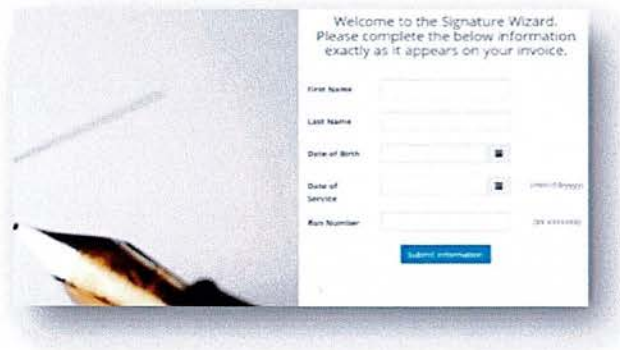
For payments, patients enter a few key pieces of information from their invoice to EMSecurePay. Patient balance(s) are then retrieved in real-time from our billing system & displayed to patients. The rest of the payment process uses a checkout online wizard. Patients can select to pay one, few or all outstanding invoices. They can also setup a payment plan, enter credit card/bank information & pay the invoice.

Optionally, they can print a copy of the receipt & create a new account. Patients who created an account on EMSecurePay can manage their reoccurring payment plans & access past receipts. Additionally, patients have the option to make ACH payments.

EMS|MC collects $2 million in patient payments each month on behalf of all our clients. EMSecurePay helps to maximize our clients' revenue by offering various payment options & payment plans. In addition, our customer service representatives are available to take patient calls & complete the payment process over the phone.

EMS|MC

EMSign



EMSign is EMS|MC's secure online web portal allowing patients, or their legal representatives to electronically sign the Ambulance Signature/Claim Submission Authorization Form.

Patients will be mailed an Ambulance Signature/Claim Submission Authorization Form. Patients or their legal representatives can sign the form & mail it back to EMS|MC or they can sign the form electronically using our EMSign online portal. Completed forms are automatically converted to PDF files & saved to an EMS|MC document management system where they can be retrieved by EMS|MC billing or compliance staff. EMSign helps to maximize & accelerate our clients' revenue by replacing the regular mail option with the convenience of submitting their signature electronically. Because the process is fully automated the human error of manually retrieving & processing forms is greatly reduced.

EMSight

EMSight™ is EMS|MC's secure online business intelligence dashboard & reporting solution with real-time patient search functionality, collaboration/workflow tools, & robust payment posting module. EMSight™ offers daily, weekly & monthly reports with detailed accounting of billing & collections, including both summary & detail-level data in an easy-to-interpret format. EMSight™ was built around client feedback & was made to make your life easier. As an attentive partner we attest to being dedicated to continuous process improvement & transparency for our client partners.

Your agency's designated personnel will have their own login ID & password for our secure client online portal website. Individual access is granted to a particular feature/portal and is based on preferences and job function. There is no limit on number of licenses or client employees accessing EMSight™. After logging in to the portal, clients are presented with a drillable dashboard divided into four subject areas:

Billable Trips, Gross Charges, Net Collections, & Account Receivables. Each icon or number displayed on the dashboard is drillable & will promptly display second or third level reports. Reports can be filtered by various criteria & exported to an Excel or PDF format.

2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
info@emsmc.com
emsmc.com

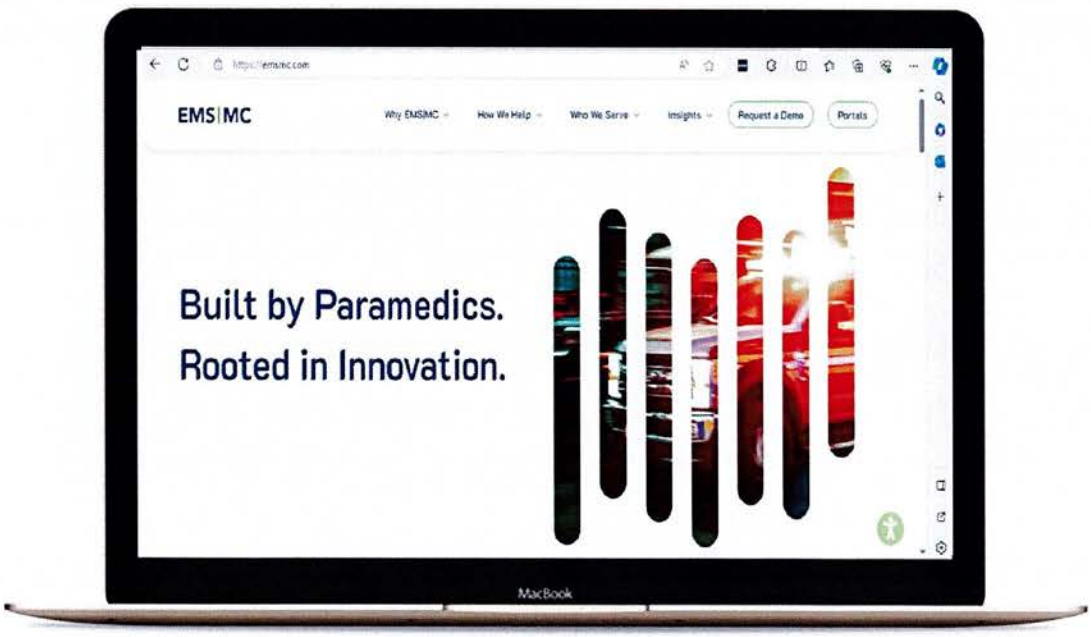
EMS|MC

Data Security

EMS|MC adheres to a defense in depth strategy to protect the confidentiality, integrity, and availability of information across our networks. This includes both policy and technical controls to mitigate the risks of unauthorized access and allowing access only to the minimum necessary for a particular role. EMS|MC employs the following types of controls: availability, physical security, data security, backups, disaster recovery, and monitoring. EMS|MC utilizes a quarterly PCI-DSS scans to attest to compliance, an annual SSAE-18 audit around business processes, and an annual HIPAA compliance validation from a 3rd party auditor.

Availability, Fault Tolerance

- Dual-redundant firewalls
- Dual-redundant Internet service providers
- Private cloud and public cloud environments architected for high-availability and fault tolerance
- RAID – Redundant Disks in servers
- Redundant power infrastructure for critical information systems and redundant multi-pathed uninterruptible power supplies (UPS)
- Quarterly generator tests to simulate partial and full building power failures



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EMS|MC

Initial & On-Going Training - EMScholar™ - Our Online Documentation Platform



EMStart anticipates your business & training needs. While our team proactively addresses technical matters, we also focus heavily on training & education during the EMStart deployment process. This training comes at no additional cost.

EMS|MC provides on-site documentation training, complemented by EMScholar™, our online NAAC Certified documentation training platform. We also provide in-depth training on our interactive applications, EMSight™ & our secure FTP, which are available to you 24/7.

Chief Compliance Officer, Kim Stanley, & our Learning & Development team annually audit & update EMS|MC's PCR documentation course. Kim also provides additional compliance training & updates on an as needed basis as new compliance regulations are put into place.

EMS|MC's Customer Success Department is solely tasked with building long-term partnerships with our clients through dedicated account management processes. Your Customer Success Executive will provide onsite training during the deployment phase of our partnership & at increments deemed necessary.

EMScholar™ & Crew Analysis®

Client training is a critical milestone of the EMS|MC onboarding process & once the engagement begins, EMS|MC will connect your team to EMScholar™, our education platform. Our EMScholar™ education portal provides up-to-date content verified by industry experts at Page, Wolfberg & Wirth. EMScholar™ offers onsite & online training with 24/7 access to courses anywhere an Internet connection is available. Our courses are taught by knowledgeable instructors who average 20 years of experience &/or education. EMS|MC understands flexibility is vital in the world of EMS - Our online format gives you the opportunity to further your knowledge while fulfilling your other responsibilities by allowing you to choose when & where you learn.

During the onboarding process EMS|MC will be sent "test trips." This allows our data management team to ensure all data points are being imported appropriately, offering assurance of a smooth transition. After reviewing these trips, we will provide directional feedback for compliant billing, providing the resources to achieve it through EMScholar™, our educational portal.

EMS|MC

Advocacy and Market Updates

Partnering with EMS|MC as your revenue cycle management partner means that we will work with you, and for you, to increase your reimbursements, minimize denials and maximize revenue.

EMS|MC knows from experience that no two agencies are alike, yet each of our clients can benefit from the benchmarking and trends in neighboring localities or municipalities of similar size. We have tremendous depth in the EMS marketplace and are well-versed in legislation and compliance issues that matter.

We develop relationships throughout the EMS industry keeping us abreast of what's going on in today's EMS landscape. Our advocacy team understands how critical it is to have someone in your corner rallying for the rights of the EMS community. Given our depth in the EMS industry and broad client base, spanning across the US, EMS|MC is committed to offering value to our clients that extends beyond the standard EMS billing service.



Buck McAlpin has worked in the health care arena since 1985, starting as a Paramedic for North Memorial Health Care and working through the ranks to Operations Manager and most recently as the Director of Government Relations. Buck has an extensive background in health care financing and a strong understanding of the commercial and governmental payment programs at the State and Federal level. Buck also understands the legislative hurdles involved around "Scope of Practice" issues. Buck drafted, lobbied and successfully implemented the first of its kind "Community Paramedic" program in Minnesota. Buck travels around the Country as a frequent speaker and a sought-out expert on Scope of Practice issues and implementation of the Community Paramedic Program.



Regina Godette-Crawford, former Chief of the North Carolina Office of EMS, serves as EMS|MC's Advocacy Liaison whose role is to drive advocacy and compliance policies. Her presence inside at the local, state, and federal regulatory affairs gives all our clients "a seat at the table" in legislative matters. Regina has also recently been appointed as a member on the Ground Ambulance Balance Billing Biden/Harris Senate Committee.

Regina's focus on reimbursement matters, mobile integrated health programs and other EMS issues assist our clients as they navigate through the ever-changing healthcare marketplace. EMS|MC takes an active role in state and regional EMS associations and reimbursement committees allowing us to be directly involved in legislative and regulatory changes that impact EMS agencies.

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Winston-Salem, NC 27103
info@emsmc.com
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EMS|MC

Cost Proposal

The EMS|MC Full Revenue Cycle Management Solution pricing is an all-inclusive price, including but not limited to:

- Full revenue cycle management services
- EMSight™ and Crew Analytics Reporting
- Customizable ad-hoc reporting
- Consulting & Advocacy
- NAAC Certified Documentation Training – EMScholar™

EMS|MC's advanced pricing model ensures we can offer the best possible rates to our clients. EMS|MC can offer the Revenue Cycle Management Solution services above at fee of 3.8% of Net Collections* and $7.00 per Medicaid Claim. There are no hidden fees or fees added later.

- Additional option to pass-through the cost for ESO subscription.

We appreciate your consideration and look forward to hearing from you!

** Net collections is the sum of all payments less refunds applied during the same period(s).*

2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
info@emsmc.com
emsmc.com

6/2/2025

EMS Management & Consultants, Inc.
2540 Empire Drive, Suite 100
Salem, North Carolina 27103

RE: RFP-604347-22/TKH Renewal #1 Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Pursuant to Seminole County Purchasing Code Section 3.554(5)(a), this notice shall serve as authorization to renew the above agreement from **August 31**, **2025, through August 30, 2026,** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a **current certificate of insurance** ***with the above contract number referenced on the certificate*** as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract renewal action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,

Rachel Horne

Rachel Horne
Procurement Analyst II

cc: Fire/EMS - Operations
County Attorney's Office
County Comptroller's Office
Commission Records
File

FIRST RENEWAL OF AGREEMENT FOR EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and EMS Management & Consultants, Inc. (EMSMC) (the "Contractor") entered into an Agreement utilizing the Seminole County Board of County Commissioners ("Lead Agency") contract for **Emergency Transport Billing & Collection Management Services RFP-604347-22/TKH** dated December 4, 2024, Resolution R-2024-221 (the "Original Agreement"), and

WHEREAS, the Original Agreement expires on August 30, 2025; and

WHEREAS, the Original Agreement may be renewed for two (2) additional one (1) year periods; and

WHEREAS, on June 2, 2025 the Lead Agency exercised the first one (1) year renewal option; and

WHEREAS, the parties agree to renew the Original Agreement for an additional one (1) year from August 31, 2025 through August 30, 2026; and

NOW THEREFORE, Contractor and the City agree to the following:

1. The Whereas clauses are hereby ratified and confirmed.

2. The Original Agreement is hereby renewed for an additional one (1) year period through August 30, 2026, after which time one (1) year renewal option will remain.

3. All terms, conditions, and provisions of the Request for Proposal 604347-22/TKH are incorporated herein by reference and made specific part hereof.

CITY:	**City of Oakland Park**	**CONTRACTOR:**	**EMS Management & Consultants, Inc.**
By:	_____	By:	Signed by: Jay Gyure D4654ABACD10486...
Title:	_____	Title:	Chief Financial Officer
Date:	_____	Date:	6/5/2025

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: June 5, 2025

Signed: Signed by: Jay Gyure D4654ABACD10486...

Entity: EMS Management & Consultants, Inc.

Name: Jay Gyure

Title: Chief Financial Officer

Docusign Envelope ID: 24EFA2CC-255E-8035-8303-C7D426D2BF6D

7/1/2026

Request to Renew Agreement

Lauren Elam
Business Development Manager
EMS Management & Consultants, Inc. (EMSMC)
PO Box 863
Lewisville, NC 27023

Subject: Renewal # 2, and final – RFP-604347-22/TKH Emergency Transport Billing & Collection Management Services

Dear Lauren Elam,

The current term of the subject agreement between your firm and the City of Oakland Park will expire August 30, 2026, and the agreement may be renewed for one additional one-year period. Oakland Park wishes to renew this agreement for the second and final period covering August 31, 2026, through August 30, 2027.

If you agree to renew, kindly sign and return his letter to me by July 10, 2026. Enclose any requested changes to your agreement at this time. A response by email to johnp@oaklandparkfl.gov is preferred.

Sincerely,

John L Preston
Assistant Fire Chief

X	I will renew this agreement for the above mentioned term. Requested changes, if applicable, are attached.
	I do **NOT** wish to renew this agreement.

Signed by:
Jay Gyure
D4654ABACD10486...
Authorized Signature

Chief Financial Officer — **Title**

7/6/2026 — **Date**

Docusign Envelope ID: 24EFA2CC-255E-8035-8303-C7D426D2BF6D

Docusign Envelope ID: F221A527-F275-8065-814C-AC78A69FDBFE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RENEWAL # 2

CONTRACT # RFP-604347-22/TKH

By mutual agreement, the contract is changed as follows:

1.The term of the contract is hereby renewed from 8/31/26 through 8/30/27 , Pursuant to Seminole County Purchasing Code Section 3.554(5)(a), as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

2. **ANTI-HUMAN TRAFFICKING:** In accordance with Section 787.06(13), Florida Statutes, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section787 .06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the County. The latest form is accessible on the County's Forms and Resources website(https://www.seminolecountyfl.gov) or by emailing PCDAdmin@seminolecountyfl. A Human Trafficking Affidavit shall be required when (1) executing, (2) renewing, or (3) extending a contract.

IN WITNESS WHEREOF, the parties have executed this renewal on the dates below:

EMS Management & Consultants, Inc.

By: Signed by: Jay Gyure D4654ABACD10486...

Print Name: Jay Gyure

Title: Chief Financial Officer

Date: 6/22/2026

SEMINOLE COUNTY BOCC

By: Shyla Lopez Digitally signed by Shyla Lopez Date: 2026.06.17 11:50:20 -04'00'

Print Name: Shyla Lopez

Title: Procurement Analyst II

Date: 6/17/2026

Docusign Envelope ID: 24EFA2CC-255E-8035-8303-C7D426D2BF6D
Docusign Envelope ID: F221A527-F275-8065-814C-AC78A69FDBFE

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT# RFP-604347-22/TKH

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of PMS Maintenance & Construction Co. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

6/22/26
Date

Jay Gyure, CFO
Print Name, Title

STATE OF North Carolina
COUNTY OF Forsyth

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of June, 2026, by Jay Gyure, as CFO, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Stamp
My commission expires: 10/22/2030

COURTNEY SMITH
My Comm. Expires
NOTARY PUBLIC
October 22, 2030
FORSYTH COUNTY, NC

SECOND RENEWAL OF AGREEMENT FOR EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and EMS Management & Consultants, Inc. (EMSMC) (the "Contractor") entered into an Agreement utilizing the Seminole County Board of County Commissioners ("Lead Agency") contract for **Emergency Transport Billing & Collection Management Services RFP-604347-22/TKH** dated December 4, 2024, Resolution R-2024-221 (the "Original Agreement"), and

WHEREAS, the Original Agreement expired on August 30, 2025; and

WHEREAS, the Original Agreement may be renewed for two (2) additional one (1) year periods; and

WHEREAS, on June 2, 2025, the Lead Agency exercised the first one (1) year renewal option; and

WHEREAS, on June 22, 2026, the Lead Agency exercised the second one (1) year renewal option; and

WHEREAS, the parties agree to renew the Original Agreement for the second one (1) year option from August 31, 2026, through August 30, 2027; and

NOW THEREFORE, Contractor and the City agree to the following:

1. The Whereas clauses are hereby ratified and confirmed.

2. The Original Agreement is hereby renewed for an additional one (1) year period through August 30, 2027, after which time no renewal options will remain.

3. All terms, conditions, and provisions of the Request for Proposal 604347-22/TKH are incorporated herein by reference and made specific part hereof.

CITY:	**City of Oakland Park**	**CONTRACTOR:**	**EMS Management & Consultants, Inc.**
By:	_____	By:	_____
Title:	_____	Title:	CFO
Date:	_____	Date:	7/14/26

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: JULY 14, 2026

Entity: EMS MANAGEMENT & CONSULTANTS

Signed: [signature]

Name: JAY GYURE

Title: CFO

State of NORTH CAROLINA
County of FORSYTH

On this 14 day of JULY, 2026, before me, the undersigned Notary Public, personally appeared JAY GYURE [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Eric McClain NOTARY MY COMMISSION EXPIRES 10/22/2028 PUBLIC FORSYTH COUNTY, N.C.

Notary Public, State of ~~Florida~~ NC

ERIC MCCLAIN

(Print Name of Notary)

Commission Number: N/A

My Commission Expires: 10/22/28

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared (Name of affiant) Jay Gyum, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the (Title) CFO of (Business Name) Ems Management & Consultants which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled _____, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 14th day of July, 2026.

BY: [signature]
Signature of Affiant

Jay Gyum
Printed Name

State of North Carolina
County of Forsyth

On this 14 day of July, 2026, before me, the undersigned Notary Public, personally appeared Jay Gyume [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[signature]
Notary Public, State of ~~Florida~~ NC
(Print Name of Notary)

Eric McClain
NOTARY
MY COMMISSION EXPIRES 10/22/2028
PUBLIC
FORSYTH COUNTY, N.C.

Commission Number: N/A
My Commission Expires: 10/22/28

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 9.

MEETING DATE: 8/5/2026

PREPARED BY:	AJ Johnson Public Works Administrator Julie Leonard Public Works Director	**DEPARTMENT HEAD APPROVAL:**	PUBLIC WORKS

SUBJECT: Approval of the Third Amendment (Renewal) to the Agreement with Waste Management,Inc. of Florida for Bulk Trash Disposal Services

1. BACKGROUND/HISTORY

Issue Statement: On December 6, 2023, the City Commission adopted Resolution R-2023-211, authorizing an agreement with Waste Management, Inc. of Florida for bulk trash disposal services for an initial one-year period, December 28, 2023, through December 27, 2024, with nine (9) one-year renewal options.

The following renewals have been executed to date:

- 1st Renewal - Approved via R-2024-181 for the period 12/28/2024-12/27/2025
- 2nd Renewal - Approved via R-2025-176 for the period 12/28/2025-12/27/2026

Staff recommends exercising the third one-year renewal option for the period December 28, 2026, through December 27, 2027. This renewal will ensure uninterrupted disposal of bulk waste while the Broward Solid Waste Authority develops and implements its long-term regional disposal system. If approved, six renewal options will remain.

Per the original agreement, the disposal rate is subject to adjustment annually on October 1. The disposal rate will increase to $62.35 per ton effective October 1, 2026, reflecting a 4.90% Consumer Price Index (CPI) adjustment. Refer to Consumer Price Index Series: Water and sewer and trash collection services in the U.S.

Recommended Action: The City Commission adopt a resolution authorizing the appropriate City officials to execute the third one-year renewal of the Agreement with Waste Management, Inc. of Florida for bulk trash disposal services for the period December 28, 2026, through December 27, 2027.

2. CURRENT ACTIVITY

Oakland Park disposes of approximately 6,000 tons of bulk trash annually. The initial disposal rate was $54.00 per ton, and annual price adjustments are based on the Consumer Price Index series for water and sewer and trash collection services in the United States, with a maximum annual increase of 5%.

The current disposal rate is $59.44 per ton. Effective October 1, 2026, the rate will increase by 4.90% to $62.35 per ton. Because rate adjustments take effect annually on October 1, the new rate will apply during the final portion of the second renewal term and during the third renewal term through September 30, 2027.

On July 15, 2026, the City Commission adopted a resolution approving the First Amendment (Facilities Amendment) to the Interlocal Agreement for the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (BSWA). Approval of the Facilities Amendment satisfied the final formation requirements for the Authority, which is responsible for developing and implementing a long-term regional solid waste disposal system for participating municipalities. As the Authority continues its planning and procurement process, the City must maintain uninterrupted disposal services by renewing its existing disposal agreements. This one-year renewal provides continuity of service while preserving the City's flexibility to transition to Authority-designated disposal facilities once the regional system is operational.

3. FINANCIAL IMPACT

In Fiscal Year 2025, the City spent $342,954.63 on bulk trash disposal services provided by Waste Management Inc. of FL. Based on an estimated disposal volume of 6,000 tons during FY 2027, the estimated cost of bulk trash disposal at the rate of $62.35 per ton is $374,100. Compared with the current rate of $59.44 per ton, the $2.91-per-ton increase will result in an estimated additional FY 2027 cost of $17,460.

Sufficient funding is included in the FY 2027 Proposed Budget of the Public Works Department’s Solid Waste Division for trash disposal services. These funds will become available upon adoption of the FY 2027 Budget by the City Commission in September.

Due to fluctuations in disposal tonnage and the impact of the new rate, expenditures will be closely monitored. If additional funding is required, a budget amendment will be presented for City Commission consideration as part of the FY 2027 mid-year budget amendment process.

4. RECOMMENDATION

The City Commission adopt a resolution authorizing the appropriate City officials to execute the third one-year renewal of the Agreement with Waste Management, Inc. of Florida for bulk trash disposal services for the period December 28, 2026, through

December 27, 2027.

ATTACHMENTS:

Resolution
WM Renewal Letter
Third Amendment - Disposal Agreement with Waste Management, Inc.

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE THIRD ONE-YEAR RENEWAL OF THE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA FOR BULK TRASH DISPOSAL SERVICES FOR THE PERIOD DECEMBER 28, 2026, THROUGH DECEMBER 27, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the third one-year renewal of the Agreement with Waste Management, Inc. of Florida for bulk trash disposal services for the period December 28, 2026, through December 27, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate city officials to execute the third one-year renewal of the Agreement with Waste Management, Inc. of Florida for bulk trash disposal services for the period December 28, 2026, through December 27, 2027. A copy of the Third Amendment is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida
2380 College Avenue
Davie, FL 33317
bherrera@wm.com
C: 954-856-7192

June 26, 2026

Via E-Mail with Read Receipt Requested and
Via UPS Delivery

Attn: Julie Leonard
Public Works Director
City of Oakland Park
3801 NE 5th Avenue
Oakland Park, FL 33334
julie.leonard@oaklandparkfl.gov

Re: Notification CPI Adjustment Eff. 10/1/26 and Notification of Intent to Renew / Disposal Agreement between the City of Oakland Park and Waste Management Inc. of Florida (WMIF)

Dear Ms. Leonard:

By way of this letter, and pursuant to Section 1, "Term," of our current Disposal Agreement, WMIF hereby offers notification to the City of Oakland Park that we wish to exercise a one (1) - year renewal effective December 28, 2026 through December 27, 2027.

Additionally, pursuant to Section 7, "Adjustment to Rate," the current rate of $59.44 per ton will adjust on October 1, 2026 according to the CPI "Water, Sewer, and Trash," to a rate of **$62.35** per ton (4.90% CPI). For your reference, the back-up information for this rate adjustment is enclosed herein.

We thank you for your continued partnership and look forward to receiving the City's confirmation of renewal. Of course, should you have any questions, please feel free to contact me any time at 954-856-7192 or via e-mail at bherrera@wm.com.

Sincerely,

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida

Cc: Rick Kania, Area Director Revenue Management, WMIF
Lisa McNeight, Area Director Public Sector Solutions, WMIF
Lisa Silva, Senior Counsel, WMIF

Encl.

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S.
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2016 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.76	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915	284.687	291.425
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234	299.305	305.520
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244	319.403	319.867		321.363	322.728	314.127	320.321
2026	324.919	327.181	328.792	329.651	330.420									

	308.474
	323.584
Index Change =	15.11
CPI %	4.90%
NTE	5.00%
CPI Applied	4.90%

Current Rate	$59.44
New Rate	$62.35

Source: Bureau of Labor Statistics

Generated on: October 6, 2022 (10:39:42 AM)

THIRD AMENDMENT TO THE DISPOSAL AGREEMENT BETWEEN
WASTE MANAGEMENT INC. OF FLORIDA AND THE CITY OF OAKLAND PARK, FL

This Third Amendment to the Disposal Agreement is made as of _____, 20 26 by and between Waste Management Inc. of Florida, a Florida corporation located at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431("WM"), and the City of Oakland Park, Florida, a municipal corporation ("City").

WHEREAS, WM entered into a Disposal Agreement with the City on December 28, 2023 (the "Agreement"); and

WHEREAS, on October 16, 2024, WM and the City exercised a one (1) year-renewal option as per the terms and conditions of the Agreement through December 27, 2025; and

WHEREAS, on September 17, 2025, WM and the City exercised a one (1) year-renewal option as per the terms and conditions of the Agreement through December 27, 2026; and

WHEREAS, WM and the City wish to exercise a one (1) year renewal option as per the terms and conditions of the Agreement through December 27, 2027; and

NOW, THEREFORE, in consideration of the material covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term – The term of the Agreement shall be extended for one (1) year and continue through December 27, 2027. Upon expiration of this renewal term, this Agreement may be renewed for up to six, (6) additional one (1) year terms by mutual written agreement of the parties.

2. Additionally, Pursuant to Section 7, "Adjustment of Rate" the current rate of $59.44 per ton will adjust on October 1, 2026, according to the CPI "Water, Sewer, and Trash" to a rate of $62.35 per ton (4.90% CPI), per the attached "Exhibit A"

3. Except as modified herein, the original Agreement shall remain in full force and effect.

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
David Hebert. City Manager

Attest:

_____

Renee M. Shrout, City Clerk, CMC

Approved as to form:

_____

Donald J. Doody, City Attorney

STATE: _____

COUNTY: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 ____, by: _____.

Name of Person Making Statement

_____

Signature of Notary Public

(NOTARY SEAL)

_____

Name of Notary Public (Typed, Printed, Stamped)

Personally Known: ____ OR Identification Produced: _____

Type of Identification Produced: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WASTE MANAGEMENT INC. OF FLORIDA

Attest:

Lisa P. Silva, Asst. Sec.

By: David M. Myhan, President

STATE: Florida
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 13 day of July, 20 26, by: David M. Myhan, President.

Name of Person Making Statement

COLEEN T. HOULIHAN
MY COMMISSION # HH 564079
EXPIRES: August 2, 2028

(NOTARY SEAL)

Signature of Notary Public

Coleen T. Houlihan

Name of Notary Public (Typed, Printed, Stamped)

Personally Known: X OR Identification Produced: _____

Type of Identification Produced: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 13, 20 26

Signed: David M. Myhan

Entity: Waste Management Inc. of Florida

Name: David M. Myhan

Title: President

State of Florida
County of Palm Beach

On this 13 day of July, 2026, before me, the undersigned Notary Public, personally appeared David M. Myhan [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

COLEEN T. HOULIHAN
MY COMMISSION # HH 564079
EXPIRES: August 2, 2028

Coleen T. Houlihan
Notary Public, State of Florida

Commission Number:

(Print Name of Notary)

My Commission Expires:

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** David M. Myhan, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** President of **(Business Name)** Waste Management Inc. of Florida which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled Third Amendment to the Disposal Agreement, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 13 day of July, 2026.

BY: David M. Myhan
Signature of Affiant

David M. Myhan
Printed Name

State of Florida
County of Palm Beach

On this 13 day of July, 2026, before me, the undersigned Notary Public, personally appeared David M. Myhan [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

COLEEN T. HOULIHAN
MY COMMISSION # HH 564079
EXPIRES: August 2, 2028

Notary Public, State of Florida
(Print Name of Notary)

Commission Number: _____
My Commission Expires: _____

"EXHIBIT A"

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida
2380 College Avenue
Davie, FL 33317
bherrera@wm.com
C: 954-856-7192

June 26, 2026

Via E-Mail with Read Receipt Requested and
Via UPS Delivery

Attn: Julie Leonard
Public Works Director
City of Oakland Park
3801 NE 5th Avenue
Oakland Park, FL 33334
julie.leonard@oaklandparkfl.gov

Re: Notification CPI Adjustment Eff. 10/1/26 and Notification of Intent to Renew / Disposal Agreement between the City of Oakland Park and Waste Management Inc. of Florida (WMIF)

Dear Ms. Leonard:

By way of this letter, and pursuant to Section 1, "Term," of our current Disposal Agreement, WMIF hereby offers notification to the City of Oakland Park that we wish to exercise a one (1) - year renewal effective December 28, 2026 through December 27, 2027.

Additionally, pursuant to Section 7, "Adjustment to Rate," the current rate of $59.44 per ton will adjust on October 1, 2026 according to the CPI "Water, Sewer, and Trash," to a rate of **$62.35** per ton (4.90% CPI). For your reference, the back-up information for this rate adjustment is enclosed herein.

We thank you for your continued partnership and look forward to receiving the City's confirmation of renewal. Of course, should you have any questions, please feel free to contact me any time at 954-856-7192 or via e-mail at bherrera@wm.com.

Sincerely,

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida

Cc: Rick Kania, Area Director Revenue Management, WMIF
Lisa McNeight, Area Director Public Sector Solutions, WMIF
Lisa Silva, Senior Counsel, WMIF

Encl.

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S.
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2016 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
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2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.76	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915	284.687	291.425
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234	299.305	305.520
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244	319.403	319.867		321.363	322.728	314.127	320.321
2026	324.919	327.181	328.792	329.651	330.420									

	308.474
	323.584
Index Change =	15.11
CPI %	4.90%
NTE	5.00%
CPI Applied	4.90%

Current Rate	$59.44
New Rate	$62.35

Source: Bureau of Labor Statistics

Generated on: October 6, 2022 (10:39:42 AM)

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 10.

MEETING DATE: 8/5/2026

PREPARED BY:	AJ Johnson Public Works Administrator	**DEPARTMENT HEAD APPROVAL:**	PUBLIC WORKS
	Julie Leonard Public Works Director		

SUBJECT: First Renewal of RFP #072523 - Solid Waste Continuing Consulting Services with Kessler Consulting Services, Inc.

1. BACKGROUND/HISTORY

Issue Statement: The City periodically requires services from consultants specializing in the solid waste field to provide studies, specialized reporting, and assessment of operational functionality. Services from consultants include waste generation studies, waste characterizations studies, waste management plans and reports, program design, implementation and monitoring, grant writing, ordinance preparation and implementation, business waste assessments and technical assistance, rate studies, collection service and facility development procurements, privatization studies, hauler audits, review and assessment of current operational functions, organizational structure, and level of staffing audits. Additionally, a firm can make recommendations that will enhance the organizational operations for current and future needs, and provide professional technical services associated with the City's existing collection services to residential and commercial customers.

On September 20, 2023, the City awarded RFP #072523 via Resolution 2023-165, to Kessler Consulting Services, Inc. (KCS) to provide Solid Waste Continuing Consulting Services. The initial term of the Agreement was approved for three (3) years with a renewal option of two (2) additional one (1) year renewal options. This initial term of the Agreement is set to expire on September 19, 2026.

Recommended Action: Adopt a resolution authorizing the first one-year renewal of the agreement with Kessler Consulting Services, Inc. for Solid Waste Continuing Consulting Services for the period September 20, 2026, through September 19, 2027, after which one final renewal will remain.

2. CURRENT ACTIVITY

The City periodically requires the expertise of specialized solid waste consultants to evaluate, plan, and improve its solid waste operations and ensure compliance with evolving industry standards and regulatory requirements. These consulting services provide technical expertise that is not available within existing staff resources and support informed decision-making on operational, financial, and strategic initiatives.

Consultant services may include, but are not limited to, waste generation and waste characterization studies, operational assessments, organizational and staffing evaluations, program design and implementation, performance monitoring, waste management planning, hauler audits, ordinance development and implementation, business waste assessments, technical assistance, and the preparation of specialized reports. In addition, consultants provide expertise in the procurement of collection services, disposal facilities, and other solid waste-related contracts, helping the City develop competitive solicitations and evaluate proposals in accordance with industry best practices.

During this fiscal year, KCS completed a Solid Waste Rate Study, and also assisted in providing support for the City's participation in the Broward Solid Waste Authority.

Retaining an on-call solid waste consultant provides the City with access to specialized technical expertise on an as-needed basis, allowing the City to efficiently respond to operational challenges, regulatory changes, and long-term planning initiatives while avoiding the cost of maintaining these highly specialized capabilities in-house.

3. FINANCIAL IMPACT

Approval of this renewal has no immediate financial impact and does not authorize a specific expenditure. Future services will be issued through individual work authorizations using the approved contractual rates and will be contingent upon the availability of budgeted funds in the applicable account.

4. RECOMMENDATION

Adopt a resolution authorizing the first one-year renewal of the agreement with Kessler Consulting Services, Inc. for Solid Waste Continuing Consulting Services for the period September 20, 2026, through September 19, 2027, after which one final renewal will remain.

ATTACHMENTS:

Resolution
Renewal Letter- Kessler Consulting Services, Inc.
1st Renewal Kessler Consulting Services, Inc. Agreement
Original Agreement

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT FOR ONE-YEAR RENEWAL OF THE AGREEMENT WITH KESSLER CONSULTING SERVICES, INC. FOR SOLID WASTE CONTINUING CONSULTING SERVICES FOR THE PERIOD SEPTEMBER 20, 2026, THROUGH SEPTEMBER 19, 2027, AFTER WHICH ONE FINAL RENEWAL WILL REMAIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the First Amendment for one-year renewal of the agreement with Kessler Consulting Services, Inc. for Solid Waste Continuing Consulting Services for the period September 20, 2026, through September 19, 2027, after which one final renewal will remain.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate city officials to execute the First Amendment for one-year renewal of the agreement with Kessler Consulting Services, Inc. for Solid Waste Continuing Consulting Services for the period September 20, 2026, through September 19, 2027, after which one final renewal will remain. A copy of the First Amendment is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

June 16, 2026

Request for a Renew Agreement

Kessler Consulting, Inc.
14620 N. Nebraska Ave, Bldg. D
Tampa, FL 33613

Subject: RFP#072523- Solid Waste Consulting Services/ Renewal No.1

The current term of the Agreement between your firm and the City of Oakland Park is scheduled to expire on September 19, 2026. This Agreement provides for two (2) additional one (1) one-year renewal periods, under the same terms and conditions.

The City of Oakland Park wishes to exercise the use of the first renewal option for (1) one-year covering the period of September 20, 2026, through September 19, 2027, under the same terms and conditions established by the Agreement.

If you agree to this renewal, please indicate your acceptance by signing below and returning this letter no later than June 19, 2026. Any requested changes to the Agreement must be submitted at this time for review and consideration.

Email responses are preferred and may be sent to antoine.johnson@oaklandparkfl.gov**.**

Sincerely,

Antoine "AJ" Johnson
Public Services Administrator

XX	I will renew this agreement for the above-mentioned term. Requested changes, if applicable, are attached.
_____	I do **NOT** wish to renew this agreement.

Mitch Kessler Digitally signed by Mitch Kessler Date: 2026.06.25 12:10:05 -05'00'

Authorized Signature

Mitch Kessler	6/25/2026
Title	**Date**

5100 NE 12th Terrace • Oakland Park, Florida 33334 • 954.630.4500 • www.oaklandparkfl.gov

FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE CONSULTING SERVICES

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and **Kessler Consulting Services, Inc.** ("the Consultant") entered into an Agreement for **Solid Waste Continuing Consulting Services, Request for Proposal (RFP) #072523** dated September 20, 2023, Resolution R-2023-165 (the "Original Agreement"), and

WHEREAS, the Original Agreement will expire on September 19, 2026; and

WHEREAS, the term of the Original Agreement was three (3) years with two (2) additional one (1) year renewal options; and

WHEREAS, the parties seek the exercise the first one-year renewal option; and;

NOW THEREFORE,

1. Consultant will continue to provide Solid Waste Continuing Consulting Services to the City of Oakland Park within the stipulations of the existing contract

2. The term of this Agreement shall be from September 20, 2026, through September 19, 2027, for a period of one-year after which one (1) additional renewal option remains.

3. All terms, conditions, and provisions of the Request for Proposal #072523 are incorporated herein by reference and made specific part hereof.

CITY:	**City of Oakland Park**	**COSULTANT:**	**Kessler Consulting Services, Inc.**
By:	_____	By:	_____
Title:	_____	Title:	President
Date:	_____	Date:	July 10, 2026

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 10, 2026

Signed: _____

Entity: Kessler Consulting Inc.

Name: Mitch Kessler

Title: President

State of Florida
County of Hillsborough

On this 10th day of July, 2026, before me, the undersigned Notary Public, personally appeared Mitch Kessler [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public, State of Florida

Benjamin Larochelle
(Print Name of Notary)

Commission Number: HH339542

My Commission Expires: 3/18/27

BENJAMIN LAROCHELLE
Notary Public
State of Florida
Comm# HH339542
Expires 3/18/2027

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared (Name of affiant) Mitch Kessler, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the (Title) President of (Business Name) Kessler Consulting which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled _____, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 10 day of July, 2026.

BY: _____
Signature of Affiant

MITCH KESSLER
Printed Name

State of Florida
County of Hillsborough

On this 10 day of July, 2026, before me, the undersigned Notary Public, personally appeared Mitch Kessler [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. _____

Notary Public, State of Florida (Print Name of Notary) Benjamin Larochelle

Commission Number: HH 339542
My Commission Expires: 3/18/27

BENJAMIN LAROCHELLE
Notary Public
State of Florida
Comm# HH339542
Expires 3/18/2027

RESOLUTION NO. R-2023-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, DETERMINING THAT KESSLER CONSULTING, INC. IS THE MOST RESPONSIVE AND MOST RESPONSIBLE PROPOSER FOR SOLID WASTE CONTINUING CONSULTING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has sought competitive proposers for continuing professional solid waste consulting services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by City's Staff and determines that KESSLER CONSULTING, INC. is the most responsible and most responsive proposer for continuing professional solid waste consulting services pursuant to Request for Proposals #072523.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City officials to execute a contract with KESSLER CONSULTING, INC. for continuing professional solid waste consulting services pursuant to Request for Proposals #072523; A copy of the contract is attached hereto as Exhibit "A".

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 20th day of September 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	YES
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT
for
SOLID WASTE CONTINUING CONSULTING SERVICES

THIS IS AN AGREEMENT made and entered into this 20th day of September, 2023, by and between:

The CITY OF OAKLAND PARK, FLORIDA acting herein through its City Manager, hereinafter called "City" and KESSLER CONSULTING, INC. doing business as a provider of Solid Waste Continuing Consulting Services, hereinafter called "Consultant". City and Consultant may hereinafter be referred to as the "Parties".

WITNESSETH:

WHEREAS, the City desires to engage the services of Consultant to provide Solid Waste Continuing Consulting Services to include but not limited to waste generation studies, waste characterizations studies, waste management plans and reports, program design, implementation and monitoring, grant writing, ordinance preparation and implementation, business waste assessments and technical assistance, rate studies, collection service and facility development procurements, privatization studies, hauler audits, review and assessment of current operational functions, organizational structure, and level of staffing audits.

WHEREAS, all terms, conditions, and provisions of Request for Proposals (RFP) #072523, Solid Waste Continuing Consulting Services, are incorporated herein by reference as "Exhibit A" made a specific part hereof.

NOW THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the Parties do mutually covenant and agree with each other as follows:

ARTICLE I
COMPENSATION

In accordance with the Proposal, the Consultant shall supply personnel to perform required tasks and be compensated in accordance with the Schedule of Hourly Rates provided as "Exhibit B".

Invoices for fees or other compensation shall be in sufficient detail to demonstrate compliance with he terms of the Agreement.

R. 2023-165

ARTICLE II
TERM AND CANCELLATION

The term of this Agreement is THREE (3) years commencing on the effective date of the resulting agreement. The contract may be renewed for TWO (2) additional ONE (1) year periods under the same terms and conditions if mutually agreed upon by both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, Consultant shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Consultant shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE III
GENERAL PROVISIONS

It is understood and agreed that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

This document may be executed in counterparts each of which shall be deemed to be a duplicate original.

This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida.

In connection with any conflict arising out of this Agreement, the Parties hereto agree to mediate the dispute prior to instituting any litigation in connection with this Agreement. The mediator shall be an individual agreed to by all parties. All costs of mediation shall be shared equally by the parties and the mediation shall be initiated within thirty (30) days of the conflict being expressed in writing by either party. In the event of litigation arising out of this Agreement, including any administration, trial level, or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee and paralegal costs.

If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the following individuals:

City:
City of Oakland Park, Florida
David Hebert, City Manager
3650 NE 12th Avenue
Oakland Park, FL 33334

Copy to:
Donald J. Doody, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
FAX: (954) 771-4923

Consultant:
Kessler Consulting, Inc.
14620 N. Nebraska Ave. Bldg. D
Tampa, FL 33613
Mitch Kessler, President
mk@kesconsult.com

Indemnification. Consultant agrees to indemnify and save harmless the City, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in RFP #012623 to protect the City and its interests from such actions of the Consultant or sub-contractors. Consultant further agrees to reimburse City for any and all court costs and other expenses, including reasonable attorney's fees incurred by City in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against City for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

Governing Law; Venue. This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding commenced with respect to the performance of the Parties' obligations pursuant to this Agreement shall be in a court of competent jurisdiction located in Broward County, Florida.

Non-Discrimination/Equal Employment Opportunity and Americans with Disabilities Act. Consultant shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Consultant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Consultant's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Consultant shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

Public Records. The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Consultant to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE II.

IF THE Consultant HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC, City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
ReneeS@OaklandParkFL.gov

Scrutinized Companies - Consultant must certify that the company is not participating in a boycott of Israel. Consultant must also certify that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Consultant must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the

Consultant of the City's determination concerning the false certification. The Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

E-Verify - Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
b. All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and
c. By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

Ethics and Conflict of Interest - Consultant shall avoid all conflicts of interests, as well as appearances of conflicts of interests, throughout the term of this Agreement. Consultant shall not at any time during the term of this Agreement represent any party seeking approvals, permits, or licenses, of any kind from the City. Nothing set forth in this Agreement shall preclude or limit Consultant's ability to engage in outside work or employment which is not in conflict with the duties and responsibilities set forth herein.

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee Shrout, City Clerk
R-2023-165

(SEAL)

City OF OAKLAND PARK

David Hebert, City Manager

APPROVED AS TO LEGAL FORM:

Donald J. Doody, City Attorney

WITNESS BY:

By: _____

Consultant:

KESSLER CONSULTING, INC.

By: _____

Title: President

STATE: Florida
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 23rd day of August, 20 23, by: Mitch Kessler.

Name of Person Making Statement

BENJAMIN LAROCHELLE
Notary Public
State of Florida
Comm# HH339542
Expires 3/18/2027

(NOTARY SEAL)

Signature of Notary Public

Benjamin Larochelle
Name of Notary Public (Typed, Printed, Stamped)

Personally Known: X OR Identification Produced: _____

Type of Identification Produced: _____

REQUEST FOR PROPOSALS

Solid Waste Continuing Consulting Services
RFP #072523

Date Issued:	Friday, June 23, 2023
Proposals Due:	Tuesday, July 25, 2023, 3:15 PM

CITY OF OAKLAND PARK
FINANCIAL SERVICES/PURCHASING DIVISION
3650 NE 12 AVE
OAKLAND PARK, FL 33334

KERRI ANNE FISHER – PURCHASING MANAGER
PHONE: 954-630-4257
EMAIL: purchasing@oaklandparkfl.gov

SECTION I
INSTRUCTIONS TO PROPOSERS

The following instructions are given for guiding proposers in properly preparing their proposals.

1. **GENERAL**: For information concerning procedures for responding to this Request for Proposals (RFP), refer to the title page of the document for contact information. Such contact is to be for procedure clarification purposes only. Proposal documents are available for download via DemandStar.com. **Vendors who obtain specifications and plans from sources other than DemandStar.com are cautioned that the bid package may be incomplete**. All addenda, tabulations, and awards will be posted and disseminated by DemandStar.

2. **PERSONAL INVESTIGATION**: Proposers will satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to existing, future, unforeseen, conditions affecting the proposed work and the cost of it. No information derived from maps, drawings, and specifications or from the City officials will relieve the Proposer from any risk or from the fulfilling of all terms of the contract. The Proposer will be responsible for all unforeseen delays, and adequate time scheduling, required in the development of the project. The Proposer will be responsible for all fees and permits required for this project.

3. **PRINTED FORM OF PROPOSALS**: All proposals must be made upon proposal documents, attached. Proposals must be signed and acknowledged by the Proposer according to the directions in this RFP. Design documents and all other materials relating to the design portion of this proposal may be submitted in the Proposer's chosen format.

4. **ACCEPTANCE OR REJECTION OF PROPOSALS**: The City, in its sole discretion, reserves the right to accept or reject any proposal in the best interests of the City. Proposals are subject to review, evaluation, and revision. **Refinement or changes to layouts and elements of the proposal may be made by the City during the pre-proposal process any time until 72 hours preceding the date of opening. Addenda will be issued following such revisions.**

5. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:** Prior to the deadline listed in the RFP timeline, requests for additional information or questions shall be emailed to Purchasing@OaklandParkFL.gov. Additional information will only be transmitted via a written addendum.

6. **DEVELOPMENT COSTS:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

7. **INSURANCE REQUIREMENTS:** The Proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least rating of "A" in the latest edition of "Best Key Rating Guide", published by A.M. Best Company

   A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

B. Workers compensation insurance to apply for all employees of the contractor, subcontractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include, Employers' Liability with a minimum limit of one hundred thousand dollars ($100,000) each accident.

C. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;

D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;

E. Business Automobile Liability with minimum limits of five hundred thousand dollars ($500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

F. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising as a result from Proposers performance and furnishing of the work and Proposers other obligations in the Contract Documents.

G. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and/or restriction.

8. **PROOF OF INSURANCE:** The Proposer will furnish to the Project Manager, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies in effect, but will also refer specifically to this contract and will state that such insurance is as required by this contract.

9. **PROPOSER'S EXPERIENCE RECORD:** The City will have the right to investigate the financial condition, experience record, and, if applicable, the equipment of each Proposer and determine to its satisfaction the competency of each to undertake the project. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or State regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the Proposer.

10. **ANNUAL APPROPRIATION OF FUNDS:** Any Contract issued is conditional upon the City appropriating funding to implement the contract annually.

11. **VENUE:** Any agreement resulting from this RFP shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

12. **CONTRACT AWARD TERMS OF AGREEMENT:** The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The Proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, and an agreement has been approved, and executed by parties the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals. The City reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

13. **TERM OF AGREEMENT:** The contract shall be for an initial period of three (3) years commencing on the effective date of the resulting agreement. The contract may be renewed for two (2) additional one (1) year periods under the same terms and conditions, if mutually agreed upon by both parties. Job classification hourly rates (Attachment "A") will remain constant for the first three (3) years of the Agreement.

Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the contractor's past performance, record of complaints, and compliance with the contract terms.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

14. **RIGHT TO WAIVE AND REJECT:** The City, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the City, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential Proposers.

There is no obligation on the part of the City to award the proposal to the lowest Proposer, and the City reserves the right to award the proposal to Proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.

The City specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true price of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

15. **DISQUALIFICATION OF PROPOSERS:** Any of the following reasons may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal or proposals:

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B. Evidence that the Proposer has a financial interest in the firm of another Proposer for the same work.

C. Evidence of collusion among Proposers. Participants in such collusion will be ineligible as Proposers for any future work of the City until such participant has been reinstated as a qualified Proposer.

D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.

E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for proposals.

F. Default under previous contract.

16. **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT:** Proposer shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Proposer shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Proposer shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Proposer's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

17. **DOMESTIC PARTNER BENEFITS REQUIREMENT**: Effective November 7, 2012, Ordinance 2012-28, requires City Contractors to provide equal benefits for domestic partners. The Ordinance requires that all Contractors, with 25 or more employees contracting with the City in an amount over $100,000, provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the Ordinance.

18. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records Law. Specifically, the Proposer shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statues, or as otherwise provided by law;
C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
renees@oaklandparkfl.gov

19. **PRICE:** The price is to include the furnishing of all materials, equipment, tools, utilities, acquisition of all permits, approvals, authorizations, certificates, including applicable taxes, all items or matter for which the Proposer is responsible for herein and all facilities and the performance of all labor and services, including design costs necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents. Partial payments will be made on a progress basis that will be determined during negotiations. Any payment schedule includes a provision for retainage.

20. **POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:** The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective Proposer.

21. **INDEMNIFICATION**: The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or

sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

22. **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

23. **DEFINITION**: All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.

24. **TERMINATION FOR CAUSE**: Any misrepresentation by the Proposer of its ability to perform the work described in this RFP places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.

25. **TERMINATION FOR CONVENIENCE:** The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.

26. **LOCAL PREFERENCE:** Effective February 7, 2018, Ordinance 2018- 001 established a local business preference in City Contracting in certain instances. Local business is defined as one that has a valid occupational license issued by City of Oakland Park or business tax receipt issued at least one year prior to bid or proposal opening to do business and that authorizes the business to provide the goods or services or construction to be purchased and a physical business address located within the City limits of Oakland Park, in an area zoned for the conduct of such business

from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Oakland Park. Post office boxes are excluded for the purpose of defining a physical address and businesses with outstanding liens, fines, or other violations with the City are ineligible.

Vendors intending their bid or proposal submission be considered under the provisions of local preference, should it apply, must identify themselves, in writing, as a local business in any response to competitive solicitations submitted to the City.

27. **SCRUTINIZED COMPANIES LIST FLORIDA STATUTE 287.135:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

28. **E-VERIFY:** Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a

public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

29. **PROPOSAL SUBMISSION DEADLINE AND OPENING**: Sealed proposals will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 3:00 PM, Thursday, April 27, 2023. The proposals will be opened and read aloud shortly thereafter. ONE (1) electronic (USB) copy, ONE (1) original marked "ORIGINAL", and THREE (3) copies of proposals must be presented in a sealed envelope and identified with the following information: "RFP #042723, Water & Sewer Rate Study". The City of Oakland Park reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple Proposers, or take any similar actions that may be deemed to be in the best interests of the City.

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records."

30. **REQUEST FOR PROPOSALS TIMELINE:** The **anticipated** schedule for this RFP is as follows; all dates are tentative and subject to change.

Action	**Date**
Request for Proposals Issued	Friday, June 23, 2023
Deadline for Questions	Monday, July 17, 2023
Addendum Issued (if applicable)	Tuesday, July 18, 2023
Proposals Due	**Tuesday, July 25, 2023 @ 3:15 PM , EST**
Anticipated City Commission Award	TBD

31. **REFERENCES:** As part of the proposal evaluation process, the City shall conduct an investigation of references. Proposer's submission of a proposal constitutes acknowledgement of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

SECTION II
OVERVIEW / SCOPE OF WORK

A. PURPOSE

The City is seeking a qualified independent consultant for Solid Waste Continuing Consulting Services to include but not limited to waste generation studies, waste characterizations studies, waste management plans and reports, program design, implementation and monitoring, grant writing, ordinance preparation and implementation, business waste assessments and technical assistance, rate studies, collection service and facility development procurements, privatization studies, hauler audits, review and assessment of current operational functions, organizational structure, and level of staffing audits. Additionally , the selected firm may be asked to make recommendations that will enhance the organizational operations for current and future needs and provide professional technical services associated with the City's existing collection services to residential and commercial customers.

A series of potential work efforts have been defined below to allow the City to evaluate the existing services and provide recommendations that may improve operational efficiency, minimize waste, increase recycling rates and enhance cost savings and revenues. With the cooperation of the City's Finance Department, this review may be used to also assess the City's current fee structure for both residential and commercial solid waste collection services

B. SCOPE OF SERVICES

The City of Oakland Park anticipates the work could potentially include the following basic Scope of Services; however, the City of Oakland Park encourages consultants interested in providing this service to present innovation solutions based on past experience and knowledge.

The City of Oakland Park is seeking a qualified Consultant to provide the objectives listed below, which may not include all of the tasks that will be required to perform a complete analysis requested of the Consultants. Below are some of the anticipated tasks, although these may be adjusted based on technical input from the selected consultant. A final Scope of Services will be established with the selected consultant.

- Waste Generation Studies
- Waste Characterization Studies
- Waste Composition Studies
- Recyclable Materials Audits
- Business and Institutional Waste and Recycling Audits
- Collection System Optimization and Technology Upgrade
- Market Analysis and Feasibility Studies
- Waste Management Plans and Reports
- Program Design, Implementation & Monitoring
- Grant Writing
- Ordinance Preparation & Implementation
- Business Waste Assessments & Technical Assistance
- Rate Studies
- Collection Service & Facility Development Procurements
- GIS & Computer-Optimized Routing

- Privatization Studies
- Hauler Audits

C. DELIVERABLES

The Consultant's overall responsibility will be to plan, execute, and document any of the tasks described above after written authorization from the City. All stages of the work will be closely monitored by the City, and all documentation of the work will be subject to the City's review. The contractor should informally discuss potential findings with City personnel as they arise in order to prevent misunderstandings that can negatively impact work progress. The Consultant shall keep City personnel updated on work progress a minimum of once a week.

Findings and recommendations should be drafted as the work progresses to avoid a lengthy reporting process at the end of the work. Once the work is completed and a complete report with documentation supporting conclusions and recommendations is drafted, the Consultant will be expected to work with the City to obtain managements' input on the findings and to be available during the reporting phase and after work product issuance to address questions arising from elected officials and other interested parties.

The Contractor shall include, as applicable, in the final written report supporting documentation, graphs, photographs, a bibliography, and any other materials pertinent to and in support of the conclusions outlined in the work product. Preliminary written draft reports will be required by the City for review and modification prior to developing a final draft report.

[END]

SECTION III
PROPOSAL SUBMITTALS

For the proposal to be considered, ONE (1) electronic CD/Flash copy, ONE (1) original **marked "ORIGINAL"**, and THREE (3) copies of the proposal must be received in the City of Oakland Park's City Clerk's Office, on or before **3:15 PM, Tuesday, July 25, 2023.**

Proposers shall include the following information in their proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TAB 1
Title Page: Title Page shall show the Request for Proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Firm and Team Specifics: Provide a brief history of the firm. Indicate the firm's background in providing these services to governmental entities. Provide a description of the Proposer's ability to meet the requirements of the RFP. Indicate members of the firm who will have primary responsibility for the City's contract, including the designated project manager, and provide a resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

TAB 2
Proposed hourly rates (attachment A)

TAB 3
Approach to Handling of Potential Projects: Describe your proposed approach to the project(s) that may be assigned to your firm. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how the potential project(s) will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the potential project(s), and your overall approach to accomplishing the project(s). Give an overview of your proposed vision, ideas and methodology.

TAB 4
References::
Provide at least three (3) references should be from clients for whom Proposer provided services in the past three (3) years. Clients should be of similar size to that of the City.
Provide the following information:

a. Client contact and title
b. Phone
c. Email address
d. Scope of services performed
e. Size of organization
f. Date of service

SECTION IV
EVALUATION AND SELECTION PROCEDURES

A. EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who are deemed to be responsive and responsible, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1) Responsiveness of the proposal related to the Scope of Work
2) The ability, capability and skill of the Proposer to perform the contract
3) Whether the Proposer can perform the potentially requested work without delay or interference.
4) The quality, availability and adaptability of the supplies or contractual services to the particular use required
5) The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the commodities or service
6) The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
7) Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill
8) The quality of performance of previous contracts
9) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract
10) The number and scope of conditions attached to the proposal
11) Responsiveness of client references
12) Such other information as may be secured

B. EVALUATION CRITERIA

Responsive and responsible Proposer will have their proposals evaluated and scored for technical response, qualifications and experience, quality of proposal, and cost. The following represent the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100 points of total value.

CRITERIA	POINTS 100
QUALIFICATIONS OF FIRM AND PROJECT TEAM > To include years of experience, Personnel used for the project, project manager, etc.	**40**
APPROACH TO THE HANDLING OF POTENTIAL PROJECTS	**25**
PROPOSED COST	**20**
PREVIOUS SIMILAR PROJECTS / REFERENCES	**15**

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more Proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Proposers with an opportunity to answer any questions the City may have on a Proposer's submittal.

C. SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to Proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the City will schedule the top ranked firm(s) for oral presentations/interviews.

D. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Oakland Park if not subject to the Local Preference Ordinance; (3) Bidders located within Broward County; (4) Bidders located within the State of Florida; and (5) coin toss.

E. DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

[END]

SECTION V
PROPOSAL FORMS

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

a. She/he is an officer of the organization.
b. She/he is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
c. She/he has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

Authorized Signature	Printed Name & Title
Company Name	Company Address
City, State, Zip Code	Date
Phone Number	Email Address

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF _____ COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer: _____

Business address: _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) and entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please check the appropriate paragraph below:

- ☐ Neither the Proposer, Contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the Proposer or Contractor nor any affiliate of the Proposer or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.
- ☐ There has been a conviction of a public entity crime by the Proposer or contractor, or an officer,

director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or Contractor or an affiliate of the Proposer or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement

_____

Proposer's Signature

STATE: _____
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 ____, by: _____.
Name of Person Making Statement

_____
Signature of Notary Public

(NOTARY SEAL)

_____
Name of Notary Public (Typed, Printed, Stamped)

Personally Known:____ OR Identification Produced: _____

Type of Identification Produced: _____

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this proposal is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME	RELATIONSHIPS
_____	_____
_____	_____

NONE: _____

_____
Signature of Proposer

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

☐ 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents

☐ 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents

☐ 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award

☐ 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

☐ The Proposer's price bid for the initial contract term is $100,000 or less

☐ The Proposer employs less than twenty-five (25) employees

☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents

☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution

☐ The Proposer is a government entity

☐ The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____,

(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, _____, _____ of _____
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

_____ _____
Signature Print Name

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that_____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____
SIGNATURE PRINT NAME

_____ _____
COMPANY NAME TITLE

Must be executed and returned with attached proposal to be considered.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Oakland Park.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other cities, counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to any other cities, counties, contracts, or property interest for this Proposal.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Section 287.087 of the Florida Statutes provides that, where identical tie solicitations are received, preference shall be given to the response received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program, under which you must do each of the following.

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under the solicitation a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Respondent's Name: _____

By: _____

Authorized Signature Print Name and Title

ATTACHEMENT A

SCHEDULE OF HOURLY RATES*	
Staff Title	**Hourly Rate**

*Rates for other categories will be negotiated as requested by the City of Oakland Park on an as needed basis. Subconsultant fees, as needed and approved by the City, will be billed at direct cost.

"Exhibit B"

City of Oakland Park, FL
Solid Waste Continuing Consulting Services – RFP #072523

Schedule of Hourly Rates

Solid Waste Continuing Consulting Services
RFP #072523

ATTACHMENT A

SCHEDULE OF HOURLY RATES*	
Staff Title	**Hourly Rate**
Principal	$225
Project Director	$190
Project Manager	$170
Senior Consultant II	$160
Senior Consultant I	$145
Consultant II	$125
Consultant I	$105
Research Analyst II	$95
Research Analyst I	$85
Admin / Tech Support	$75

*Rates for other categories will be negotiated as requested by the City of Oakland Park on an as needed basis. Subconsultant fees, as needed and approved by the City, will be billed at direct cost.

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 11.

MEETING DATE: 8/5/2026

PREPARED BY:	Kerri Anne Fisher, Purchasing Manager Julie Leonard, Public Works Director	**DEPARTMENT HEAD APPROVAL:**	FINANCIAL SERVICES

SUBJECT: Approval of a 90-Day Temporary Extension of the Agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services

1. BACKGROUND/HISTORY

Issue Statement: On September 6, 2017, the City entered into an agreement with Tetra Tech, Inc. for disaster debris monitoring services pursuant to RFP #070717 and Resolution R-2017-102. The agreement provided for an initial three-year term with two additional three-year renewal options.

On June 17, 2020, via Resolution R-2020-057, the City exercised the first three-year renewal option through September 5, 2023. The City subsequently exercised the second and final three-year renewal option for the period September 6, 2023, through September 5, 2026, via Resolution R-2023-103.

While a new Request for Proposals has been issued and proposals are currently under review, the current agreement will expire before the City can complete the process and transition to a replacement contract. A temporary extension is necessary to ensure that disaster debris monitoring services remain available without interruption during this period.

Recommended Action: Adopt a resolution approving a 90-day temporary extension of the agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services, effective September 6, 2026, through December 4, 2026, or until the effective date of a replacement contract, whichever occurs first.

2. CURRENT ACTIVITY

Disaster debris monitoring services are necessary following a debris-generating event to monitor debris collection, hauling, staging, reduction, and disposal activities; verify compliance with applicable federal, state, and local requirements; maintain required records and documentation; and assist the City with obtaining eligible reimbursement from FEMA and other governmental agencies.

Staff is currently in the process of evaluating proposals received in response to a recently issued Request for Proposals for the same services. To avoid a lapse in emergency response capability while that process is completed, Tetra Tech, Inc. has agreed to temporarily extend the existing agreement for 90 days.

The temporary extension will be effective September 6, 2026, through December 4, 2026, and will terminate earlier if a replacement contract becomes effective before December 4, 2026. Except for the temporary extension of the contract term, all other terms and conditions of the existing agreement will remain unchanged.

3. FINANCIAL IMPACT

There is no immediate financial impact associated with extending the agreement. The contract is activated only when disaster debris monitoring services are required. Any expenditures incurred during the temporary extension will be based on the existing contract rates, subject to budget availability and applicable emergency purchasing procedures. The City may seek reimbursement from FEMA or other federal and state agencies for eligible costs.

4. RECOMMENDATION

Adopt a resolution approving a 90-day temporary extension of the agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services, effective September 6, 2026, through December 4, 2026, or until the effective date of a replacement contract, whichever occurs first.

ATTACHMENTS:

Resolution
Current Tetra Tech Agreement, R-2023-103
90-day Extension Agreement

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A 90-DAY EXTENSION OF THE AGREEMENT WITH TETRA TECH, INC. FOR DISASTER DEBRIS MONITORING SERVICES, EFFECTIVE SEPTEMBER 6, 2026, THROUGH DECEMBER 4, 2026, OR UNTIL THE EFFECTIVE DATE OF A REPLACEMENT CONTRACT, WHICHEVER OCCURS FIRST; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate City Officials to execute a 90-day extension of the agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services, effective September 6, 2026, through December 4, 2026, or until the effective date of a replacement contract, whichever occurs first.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the 90-day extension of the agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services, effective September 6, 2026, through December 4, 2026, or until the effective date of a replacement contract, whichever occurs first.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

RESOLUTION NO. R-2023-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE SECOND RENEWAL TO THE AGREEMENT FOR DEBRIS MONITORING SERVICES BETWEEN THE CITY AND TETRA TECH, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper City Officials to execute the Second Renewal to the Agreement for Debris Monitoring Services between the City and Tetra Tech, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute the Second Renewal to the Agreement for Debris Monitoring Services between the City and Tetra Tech, Inc for the period of September 6, 2023, through September 5, 2026. A copy of the Renewal of Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 19th day of July 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	YES
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

SECOND RENEWAL OF AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES

WHEREAS, the City of Oakland Park, a **Florida municipal corporation** (the "City") and **Tetra Tech, Inc**. ("the Contractor") with principal offices located in Maitland, Florida entered into an Agreement on September 6, 2017, for **Disaster Debris Monitoring Services,** subject to the terms and conditions of RFP #070717, via resolution R-2017-102.

WHEREAS, the Original Agreement expired on September 5, 2020; and

WHEREAS, on June 17, 2020, via resolution R-2020-057, the City exercised the first 3-year renewal option which will expire on September 5, 2023; and

WHEREAS, the parties agree to renew the Original Agreement for an additional three (3) years through September 5, 2026, and amend Contractor's Rate Schedule as provided in "Exhibit A"; and

NOW, THEREFORE,

1. The Whereas clauses are hereby ratified and confirmed.

2. The Original Agreement is hereby renewed for the second and final 3-year period effective September 6, 2023, through September 5, 2026.

3. The Original Agreement is hereby amended to increase Contractor's hourly rates by 5.5% as identified in "Exhibit A", attached hereto, and incorporated herein.

4. All terms, conditions, and provisions of RFP #070717 are incorporated herein by reference and made a specific part hereof.

CITY:	**City of Oakland Park**	**CONTRACTOR:**	**Tetra Tech, Inc.**
By:	Allyn C Love for DH	By:	
Title:	ACM	Title:	Jonathan Burgiel - Business Unit President
Date:	7/21/2023	Date:	07/07/2023

R-2023-103

TEMPORARY EXTENSION OF AGREEMENT
FOR
DISASTER DEBRIS MONITORING SERVICES

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City"), and **Tetra Tech, Inc.** (the "Contractor"), with principal offices located in Maitland, Florida, entered into an Agreement on September 6, 2017, for **Disaster Debris Monitoring Services,** subject to the terms and conditions of RFP #070717, via Resolution R-2017-102; and

WHEREAS, on June 17, 2020, via Resolution R-2020-057, the City exercised the first three-year renewal option through September 5, 2023; and

WHEREAS, the parties subsequently exercised the second and final three-year renewal option for the period September 6, 2023, through September 5, 2026; and

WHEREAS, the parties desire to temporarily extend the Agreement for ninety (90) days to allow sufficient time for the City to complete a competitive procurement and transition to a replacement contract; and

NOW, THEREFORE,

1. The Whereas clauses are hereby ratified and confirmed.

2. **The Agreement is hereby temporarily extended for ninety (90) days, effective September 6, 2026, through December 4, 2026.**

3. The temporary extension shall terminate upon the earlier of December 4, 2026, or the effective date of a replacement contract for Disaster Debris Monitoring Services.

4. Except as expressly modified herein, all terms, conditions, and provisions of the Agreement and RFP #070717 shall remain unchanged and in full force and effect.

CITY: City of Oakland Park

By: _____

Title: _____

Date: _____

CONTRACTOR: Tetra Tech, Inc.

By: _____

Title: Business Unit President

Date: 07/24/2026

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 12.

MEETING DATE: 8/5/2026

PREPARED BY: Chris Cappiello, Assistant Public Works Director

Julie Leonard, Public Works Director

DEPARTMENT HEAD APPROVAL: PUBLIC WORKS

SUBJECT: Resolution Approving an Interlocal Agreement Between Broward County and the City of Oakland Park for the Installation and Maintenance of Bus Shelters

1. BACKGROUND/HISTORY

Issue Statement: Broward County has requested that the City of Oakland Park enter into an Interlocal Agreement for the installation and maintenance of bus shelters located within the City's jurisdiction. The Agreement provides for Broward County to install new bus shelters, at no cost to the City, while retaining ownership of the shelters. Upon acceptance of each completed installation, the City will assume responsibility for the perpetual maintenance and repair of the newly installed bus shelters identified in Exhibit A, as well as the existing bus shelters identified in Exhibit B of the Agreement. The Agreement also requires the City to provide easements, if requested by Broward County, expedite permit review, waive permit fees associated with installation and future upgrades, and maintain the shelters in compliance with applicable laws, including the Americans with Disabilities Act (ADA).

Recommended Action: Adopt a resolution approving the Interlocal Agreement between Broward County and the City of Oakland Park for the installation and maintenance of bus shelters and authorize the appropriate City official to execute the Agreement.

2. CURRENT ACTIVITY

The proposed Interlocal Agreement provides for Broward County to install 34 new bus shelters and associated amenities throughout the City at County expense. The bus shelters will remain the property of Broward County. Upon acceptance of each installation, the City will assume responsibility for the perpetual maintenance and repair of the bus shelters identified in Exhibits A and B of the Agreement.

Broward County currently has 19 bus shelters on hand and is prepared to begin installation immediately upon execution of the Interlocal Agreement. These 19 shelters

are included in Broward County's current work order. The remaining shelters identified in Exhibit A will be installed under future County work orders as funding and scheduling permit.

Under the Agreement, the City will maintain the bus shelters by keeping them clean and free of trash and graffiti, repairing or replacing damaged or worn components, posting maintenance contact information, responding to maintenance requests, and maintaining the shelters in a safe condition consistent with applicable laws. The Agreement prohibits advertising on the bus shelters and remains in effect in perpetuity unless terminated in accordance with its provisions.

3. FINANCIAL IMPACT

While there is no cost to the City for the installation of the new bus shelters since Broward County will fund the installation of the 34 bus shelters identified in Exhibit A, approval of the Agreement establishes the City's responsibility for the perpetual maintenance and repair of the bus shelters identified in Exhibits A and B. These maintenance activities will be performed by the Public Works Department – Streets Division as part of their daily activities and operations and are not expected to require an additional budget appropriation at this time.

4. RECOMMENDATION

City Commission adopt a resolution approving the Interlocal Agreement between Broward County and the City of Oakland Park for the installation and maintenance of bus shelters and authorize the appropriate City official to execute the Agreement.

ATTACHMENTS:

Resolution
Interlocal Agreement
Bus Shelter Improvement Location Map
Project Improvements
Existing Shelters

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF OAKLAND PARK FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Interlocal Agreement between Broward County and the City of Oakland Park for the installation and maintenance of bus shelters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate city officials to execute the Interlocal Agreement between Broward County and the City of Oakland Park for the installation and maintenance of bus shelters. A copy of the Interlocal Agreement is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE MUNICIPALITY OF OAKLAND PARK FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS

This interlocal agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the Municipality of Oakland Park, a municipal corporation ("Municipality") located in Broward County, Florida, organized and existing under the laws of the state of Florida (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Municipality desires to have County furnish and install bus shelters within the jurisdictional limits of Municipality at County's cost, and County is willing to provide such bus shelters, provided that Municipality maintain and repair the bus shelters in perpetuity after installation at Municipality's sole cost.

B. The Parties also desire to identify bus shelters existing within Municipality's jurisdictional limits as of the date of this Agreement, which Municipality is also responsible for perpetual maintenance and repair.

C. This Agreement serves a public purpose and benefits residents and visitors of County and Municipality.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Bus Shelters** means the bus stop shelter pads, shelter structures, trash receptacles, and other amenities commonly associated with bus shelters located within Municipality' geographic boundaries.

1.4. **Contract Administrator** means the Director of the County Transportation Department.

1.5. **County Administrator** means the administrative head of County appointed by the Board.

1.6. **County Attorney** means the chief legal counsel for County appointed by the Board.

1.7. **Department** means the Broward County Transportation Department.

1.8. **Project** means County's installation and Municipality' perpetual maintenance and repair of Bus Shelters as identified in Article 2 and Exhibits A and B.

ARTICLE 2. SCOPE OF SERVICES

2.1. County shall install or cause to be installed Bus Shelters in the sizes and locations set forth on Exhibit A. The installation of the Bus Shelters shall be at no cost to Municipality. The Bus Shelters shall remain the property of County. Municipality will provide easements in a form acceptable to County prior to the installation of the Bus Shelters, if requested by County. Municipality must provide expedited review and approval of the permits and waive all permit fees associated with the construction of the Bus Shelters identified in Exhibit A, as well as any future upgrades to Bus Shelters identified in Exhibits A and B. Municipality shall have the authority to inspect the Bus Shelters upon completion prior to becoming obligated to the perpetual maintenance and repair thereof. County shall provide Municipality with written notice prior to the completion of installation of each Bus Shelter, and Municipality will have three business days (Monday through Friday, and excluding County, state, and federal holidays), to inspect the completed Bus Shelter and advise County, in writing, of any deficiencies regarding the installation. If Municipality provides timely written notice to County of deficiencies regarding the installation of a Bus Shelter, County will take reasonable steps to promptly address the deficiencies identified in Municipality's notice. After the County makes any necessary corrections as identified in Municipality's notice, County will again give Municipality notice of completion of the corrections and provide Municipality an additional three (3) business days to inspect. Municipality's failure to timely provide written notice of any construction or installation deficiencies to County, time being of the essence, after County has given Municipality notice of completion of the installation (or correction of previously noticed deficiencies) shall operate as Municipality's acceptance of the applicable Bus Shelter. County shall warrant each Bus Shelter against manufacturing and installation defects for a period of one year after acceptance by Municipality (whether such acceptance is in writing or as a result of a failure to timely notify County of deficiencies), and County shall also assign any additional warranties for the Bus Shelters to Municipality.

2.2. Upon acceptance of the Bus Shelters, Municipality will repair and maintain, at its sole cost and expense, the Bus Shelters set forth on Exhibit A and Exhibit B, in compliance with all applicable laws, including but n not limited to, laws and regulations relating to the Americans with Disabilities Act of 1990, ("ADA"). Municipality shall ensure that the Bus Shelters identified in Exhibits A and B are are kept clean and free from trash, debris, and graffiti. As part of Municipality's maintenance and repair obligations, Municipality must at all times keep the Bus Shelters in good repair and replace defective, damaged, or worn-out parts of the Bus Shelters. Municipality's responsibility to keep the Bus Shelters in good repair shall include the performance of all necessary maintenance of any type or nature, including, but not limited to, maintenance, repair, and replacement of defective, damaged, or worn-out parts due to normal wear and tear, acts of God, vandalism, and accidents. Municipality must take all necessary steps to maintain the Bus Shelters in a manner to protect against injury to any person or property.

If a Bus Shelter should suffer significant damage, Municipality must immediately report the damage to County and Municipality must immediately take all steps reasonably necessary to protect against injury to any person or property. For purposes of this Agreement, significant damage means damage to the Bus Shelter which renders the Bus Shelter no longer suitable to meet and perform adequately for the purpose for which it was constructed or damage such that the Bus Shelter may not be safely maintained within the parameters set forth by the manufacturer. Following a determination by County, in consultation with Municipality, that the Bus Shelter has suffered significant damage and that the Bus Shelter is beyond repair, Municipality must remove the Bus Shelter within 72 hours from notice of County's determination. County's determination relating to the ability to repair the Bus Shelter shall be final. Neither County nor Municipality will be required to replace a Bus Shelter that has suffered significant damage and been deemed by County to be beyond repair. If County, in its sole discretion decides to replace a Bus Shelter, Municipality acknowledges that all terms and conditions of this Agreement shall apply to the replacement Bus Shelter.

2.3. Municipality must ensure that each Bus Shelters covered under this Agreement has a notification sign posted on it indicating the name and phone number of the contact person for Municipality responsible for maintenance of the Bus Shelters so that members of the public may contact Municipality regarding problems with the Bus Shelters. Municipality must promptly respond to and correct all complaints regarding damage to or necessary maintenance or repair of, all Bus Shelters.

2.4. Municipality shall not place advertisements on Bus Shelters.

2.5. Municipality's maintenance and repair obligations provided for in this Agreement may be performed by Municipality through the use of its employees or Municipality may enter into a contract with a third party to perform the obligations. If Municipality contracts with a third party, Municipality remains fully responsible for all terms and obligations under this Agreement (including, without limitation the perpetual maintenance and repair obligations) and shall be responsible for any acts or omissions by the third party it retains to perform these functions.

ARTICLE 3. TERM AND TERMINATION

3.1. The term of this Agreement shall begin on the date it is fully executed by both Parties and continue in perpetuity unless terminated as provided for in Sections 3.2 through 3.6 herein below.

3.2. This Agreement may be terminated for cause by County if Municipality breaches any of its obligations under this Agreement and has not corrected the breach within 30 calendar days after receipt of written notice identifying the breach. Alternatively, County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice Municipality for the costs of the correction. If County opts to correct the breach and invoice Municipality for the costs of correction, Municipality must pay such invoice within 30 calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's

sole election, be deemed a termination for convenience, which shall be effective 30 calendar days after such notice of termination for cause is provided.

3.3. Termination of this Agreement for cause shall include, but not be limited to, failure of Municipality to suitably perform the obligations required by Article 2 herein, failure of Municipality to maintain and repair all Bus Shelters pursuant to the terms of this Agreement, or a failure of Municipality to continuously perform the obligations required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.

3.4. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to Municipality, which termination date shall not be less than 30 calendar days after the date of such written notice.

3.5. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to Municipality of such termination.

3.6. Notice of termination shall be provided in accordance with Article 4 of this Agreement, except that notice of termination by County Administrator, pursuant to Section 3.5 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 4 of this Agreement.

ARTICLE 4. NOTICES

Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Director, Broward County Transportation Department
One North University, Suite 3100A
Plantation, FL 33324

FOR MUNICIPALITY:
Director, Municipality of Oakland Park Public Works Department – Streets Division
5100 NE 12th Terrace
Oakland Park, FL 33334
Email : AlertC@OaklandParkFL.gov

ARTICLE 5. SOVEREIGN IMMUNITY; INDEMNIFICATION

5.1. County and Municipality are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

5.2. If Municipality contracts with a third party to perform the maintenance and repair obligations set forth herein, Municipality must ensure that contract includes the following provisions:

> 5.2.1. Indemnification: Municipality's contractor(s) ("Contractor") shall indemnify and hold harmless Broward County ("County") and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's Subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by the Contract Administrator and County Attorney, any sums due Contractor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Contract.

5.3. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. INSURANCE

6.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits

on a primary and non- contributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

6.4. If Municipality contracts with a third party to perform any of its obligations stated in this Agreement, Municipality shall require that each such third party procures and maintains insurance coverage that adequately covers its exposure based on the services provided. Municipality must ensure that all such third parties name Broward County as an additional insured and certificate holder under the applicable insurance policies. Municipality shall not permit any third party to perform its obligations under this Agreement until the insurance requirements of the third party under this Section are met. If requested by County, Municipality shall furnish evidence of insurance of all such third parties.

6.5. County reserves the right to review any and all insurance policies, and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

6.6. Coverage is not to cease and is to remain in full force and effect until all performance required of Municipality's contractor is completed.

ARTICLE 7. MISCELLANEOUS

8.1. Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement before Municipality has received notice from County that the Project has been completed are and shall remain the property of County. Any and all reports, photographs, surveys, maintenance records, and other data and documents created by Municipality in connection with this Agreement after Municipality has received notice from County that the Project has been completed are and shall remain the property of Municipality, and copies of same shall be provided to County, upon request, at no cost. Municipality must ensure that the requirements of this section are included in all agreements with third parties relating to this Agreement.

8.2. Independent Contractor. Municipality is an independent contractor under this Agreement. In performing under this Agreement, neither Municipality nor its agents shall act as officers, employees, or agents of County. Municipality has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

8.3. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.4. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Municipality without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or

encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. Municipality represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Municipality agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

8.5. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Municipality is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Municipality must ensure that any use of generative artificial intelligence tools by Municipality or its contractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Municipality must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. A Party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

8.7. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its respective duties, responsibilities, and obligations pursuant to this Agreement, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

8.8. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this

Agreement shall remain in full force and effect.

8.10. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

8.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.12. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

8.13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.14. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

8.15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding the same. All commitments, agreements, or understandings of the Parties concerning the subject matter of this Agreement are contained herein.

8.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct

and are incorporated in this Agreement by reference. The attached Exhibit A is incorporated into and made a part of this Agreement.

8.17. Representation of Authority. Municipality represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Municipality, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Municipality has with any third party or violates Applicable Law. Municipality further represents and warrants that execution of this Agreement is within Municipality's legal powers, and each individual executing this Agreement on behalf of Municipality is duly authorized by all necessary and appropriate action to do so on behalf of Municipality and does so with full legal authority.

8.18. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

8.19. Iron and Steel Products. If this Agreement is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

8.20. Nondiscrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement.

8.21. Time of the Essence. Time is of the essence for Municipality's performance of the duties, obligations, and responsibilities required by this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 6, 2021 (Agenda Item 16), and the Municipality of Oakland Park, signing by and through its duly authorized representative.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By_____
Monica Cepero

____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Gavin P. Rynard (Date)
Assistant County Attorney

By_____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NK/gpr
Oakland Park Maintenance Agreement – First Amendment
08/06/2024
1119810.3

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE MUNICIPALITY OF OAKLAND PARK FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS

MUNICIPALITY

MUNICIPALITY OF OAKLAND PARK

ATTEST:

By: _____
MUNICIPALITY MAYOR

_____
MUNICIPALITY CLERK

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
Municipality Attorney

EXHIBIT A

PROJECT IMPROVEMENTS

Summary of Work

County will install or cause to be installed Bus Shelters and associated amenities at 34 separate locations throughout the Municipality of Oakland Park, in accordance with the attached list of locations (see table below). The Bus Shelters shall be manufactured and installed in accordance with the manufacturer's specifications. Municipality must maintain the following Bus Shelters within its jurisdictional limits.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
1018	NW 31 AVENUE	OAKLAND PARK BOULEVARD	NB	N	LARGE	Y	Y	Y	COUNTY
1020	OAKLAND PARK BOULEVARD	NW 29 AVENUE	EB	F	MEDIUM	Y	Y	Y	STATE
1024	OAKLAND PARK BOULEVARD	NW 23 TERRACE	EB	F	MEDIUM	Y	Y	Y	STATE
1026	NW 21 AVENUE	NW 27 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY
1101	POWERLINE ROAD	NW 34 STREET	NB	F	MEDIUM	Y	Y	Y	STATE
1102	POWERLINE RD	NW 38 ST	NB	F	SMALL	Y	Y	Y	STATE
1187	POWERLINE ROAD	NW 38 STREET	SB	F	MEDIUM	Y	Y	Y	STATE
1488	POWERLINE ROAD	NW 40 STREET	SB	F	MEDIUM	Y	Y	Y	STATE
1670	COMMERCIAL BLVD	NE 6 AVE	WB	N	SMALL	Y	Y	Y	STATE
1702	COMMERCIAL BLVD	POWERLINE RD	EB	F	SMALL	Y	Y	Y	STATE
1705	COMMERCIAL BOULEVARD	NE 6 AVENUE	EB	N	MEDIUM	Y	Y	Y	STATE
1917	DIXIE HIGHWAY	NE 42 STREET	NB	F	MEDIUM	Y	Y	Y	STATE
1919	DIXIE HIGHWAY	NE 56 ST	NB	F	SMALL	Y	Y	Y	STATE
1959	DIXIE HIGHWAY	PROSPECT ROAD	SB	N	MEDIUM	Y	Y	Y	STATE
1963	DIXIE HWY	NE 34 CT	SB	F	SMALL	Y	Y	Y	STATE
2000	ANDREWS AVE	COMMERCIAL BLVD	NB	F	LARGE	Y	Y	Y	COUNTY
2130	OAKLAND PARK BOULEVARD	NE 13 AVENUE	EB	N	MEDIUM	Y	Y	Y	STATE
2141	OAKLAND PARK BOULEVARD	SOMERSET DR	WB	OPP	LARGE	Y	Y	Y	STATE
2508	ANDREWS AVENUE	NW 35 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
2604	OAKLAND PARK BOULEVARD	NW 27 AVENUE	WB	N	MEDIUM	Y	Y	Y	STATE
2647	NW 31 AVE	NW 43 ST	NB	N	SMALL	Y	Y	Y	COUNTY
2659	NW 31 AVE	NW 35 ST	SB	F	LARGE	Y	Y	Y	COUNTY
2701	NE 45 ST	NE 20 AVE	WB	F	LARGE	Y	Y	Y	LOCAL
2735	ANDREWS AVENUE	NE 36 COURT	NB	N	MEDIUM	Y	Y	Y	COUNTY
2736	ANDREWS AVENUE	COMMERCIAL BOULEVARD	NB	N	MEDIUM	Y	Y	Y	COUNTY
3012	DIXIE HIGHWAY	NE 40 COURT	NB	F	MEDIUM	Y	Y	Y	STATE
3108	POWERLINE RD	NW 46 ST	NB	F	SMALL	Y	Y	Y	STATE
3109	POWERLINE RD	NW 49 ST	NB	N	SMALL	Y	Y	Y	STATE
3623	COMMERCIAL BOULEVARD	DIXIE HIGHWAY	EB	F	MEDIUM	Y	Y	Y	STATE
3775	NW 21 AVENUE	PROSPECT ROAD	SB	F	MEDIUM	Y	Y	Y	COUNTY
3915	OAKLAND PARK BOULEVARD	NW 19 AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE
4276	OAKLAND PARK BLVD	NE 2 AVE	WB	F	SMALL	Y	Y	Y	STATE
4472	ANDREWS AVE	PROSPECT RD	NB	N	SMALL	Y	Y	Y	COUNTY
5334	NW 21 AVE	OAKLAND PARK BLVD	SB	N	LARGE	Y	Y	Y	COUNTY

Fields Key

Direction – SB = Southbound, NB = Northbound, EB = Eastbound, WB = Westbound
Location – F = Farside, N= Nearside, OPP = Opposite Side of Cross Street, INFR = In Front Of
Furniture – Y= Yes, N=No

EXHIBIT B

EXISTING BUS SHELTERS TO BE MAINTAINED BY MUNICIPALITY

Summary of Work

Municipality must maintain the following existing Bus Shelters within its jurisdictional limits.

STOP ID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
1019	OAKLAND PARK BOULEVARD	NW 30 AVENUE	EB	N	SMALL	Y	Y	Y	STATE
1022	OAKLAND PARK BOULEVARD	NW 27 AVENUE	EB	N	SMALL	Y	Y	Y	STATE
1023	OAKLAND PARK BOULEVARD	NW 23 TERR	EB	N	SMALL	Y	Y	Y	STATE
1100	POWERLINE ROAD	OAKLAND PARK BOULEVARD	NB	F	SMALL	Y	Y	Y	STATE
1189	POWERLINE ROAD	NW 34 STREET	SB	F	SMALL	Y	Y	Y	STATE
1190	POWERLINE ROAD	OAKLAND PARK BOULEVARD	SB	N	MEDIUM	Y	Y	Y	STATE
1672	COMMERCIAL BOULEVARD	ANDREWS AVENUE	WB	N	MEDIUM	Y	Y	Y	STATE
1703	COMMERCIAL BOULEVARD	ANDREWS AVENUE	EB	F	SMALL	Y	Y	Y	STATE
1965	DIXIE HIGHWAY	NE 30 STREET	SB	N	MEDIUM	Y	Y	Y	STATE
1994	ANDREWS AVENUE	OAKLAND PARK BOULEVARD	NB	F	MEDIUM	Y	Y	Y	COUNTY
1996	ANDREWS AVENUE	NE 38 STREET	NB	F	SMALL	Y	Y	Y	COUNTY
1997	ANDREWS AVENUE	NE 41 STREET	NB	F	MEDIUM	Y	Y	Y	COUNTY
2016	ANDREWS AVENUE	NW 43 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY
2017	ANDREWS AVENUE	NW 41 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY
2020	ANDREWS AVENUE	NW 38 STREET	SB	F	MEDIUM	Y	Y	Y	COUNTY
2129	OAKLAND PARK BOULEVARD	DIXIE HIGHWAY	EB	N	SMALL	Y	Y	Y	STATE
2134	OAKLAND PARK BOULEVARD	ANDREWS AVENUE	WB	F	SMALL	Y	Y	Y	STATE
2135	OAKLAND PARK BOULEVARD	POWERLINE RD	WB	N	SMALL	Y	Y	Y	STATE

STOP ID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
2136	OAKLAND PARK BOULEVARD	NW 9 AVE	WB	F	MEDIUM	Y	Y	Y	STATE
2139	OAKLAND PARK BOULEVARD	NW 21 AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE
2140	OAKLAND PARK BOULEVARD	NW 31 AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE
2232	NW 31 AVENUE	NW 44 STREET	SB	F	SMALL	Y	Y	Y	COUNTY
2509	ANDREWS AVENUE	OAKLAND PARK BOULEVARD	SB	N	SMALL	Y	Y	Y	COUNTY
2605	OAKLAND PARK BOULEVARD	OAKLAND SHORES	WB	F	SMALL	Y	Y	Y	STATE
2642	NW 31 AVENUE	OAKLAND PARK BOULEVARD	NB	F	SMALL	Y	Y	Y	COUNTY
2689	POWERLINE ROAD	NW 40 STREET	NB	F	SMALL	Y	Y	Y	STATE
2904	NW 31 AVENUE	OAKLAND PARK BOULEVARD	SB	N	SMALL	Y	Y	Y	COUNTY
3533	DIXIE HIGHWAY	COMMERCIAL BOULEVARD	SB	F	SMALL	Y	Y	Y	STATE
3536	DIXIE HIGHWAY	COMMERCIAL BOULEVARD	NB	F	SMALL	Y	Y	Y	STATE
3636	DIXIE HIGHWAY	OAKLAND PARK BOULEVARD	SB	N	MEDIUM	Y	Y	Y	STATE
3777	NW 21 AVENUE	CRYSTAL LAKE APT	SB	INF	MEDIUM	Y	Y	Y	COUNTY
3781	NW 21 AVENUE	OAKLAND PARK BOULEVARD	SB	F	SMALL	Y	Y	Y	COUNTY
3913	OAKLAND PARK BOULEVARD	NE 20 AVENUE	WB	N	SMALL	Y	Y	Y	STATE
4030	NW 31 AVENUE	NW 44 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY
4186	NW 21 AVENUE	NW 32 STREET	NB	N	SMALL	Y	Y	Y	COUNTY
4270	OAKLAND PARK BOULEVARD	NE 15 AVE	WB	F	SMALL	Y	Y	Y	STATE
4271	OAKLAND PARK BOULEVARD	ANDREWS AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE
4272	OAKLAND PARK BOULEVARD	NE 10 AVENUE	WB	F	SMALL	Y	Y	Y	STATE
4273	OAKLAND PARK BLVD	NE 8 AVE	WB	N	SMALL	Y	Y	Y	STATE

STOP ID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
4274	OAKLAND PARK BOULEVARD	NE 6 AVENUE	WB	F	SMALL	Y	Y	Y	STATE
4419	FEDERAL HIGHWAY	OAKLAND PARK BOULEVARD	SB	N	MEDIUM	Y	Y	Y	COUNTY
4465	DIXIE HIGHWAY	NE 56 STREET	SB	F	SMALL	Y	Y	Y	STATE
4779	NE 62 STREET	NE 62 street	EB	F	SMALL	Y	Y	Y	COUNTY
5062	POWERLINE ROAD	NW 45 COURT	SB	N	SMALL	Y	Y	Y	STATE
5100	COMMERCIAL BLVD	FDOT	EB	INFR	LARGE	Y	Y	Y	STATE
5418	DIXIE HIGHWAY	NE 62 STREET	SB	F	SMALL	Y	Y	Y	STATE
5492	COMMERCIAL BOULEVARD	DIXIE HIGHWAY	EB	N	SMALL	Y	Y	Y	STATE
5503	OAKLAND PARK BOULEVARD	#2550	EB	F	SMALL	Y	Y	Y	STATE

Fields Key

Direction – SB = Southbound, NB = Northbound, EB = Eastbound, WB = Westbound
Location – F = Farside, N= Nearside, OPP = Opposite Side of Cross Street, INFR = In Front Of
Furniture – Y= Yes, N= No

Broward County Transit Bus Shelter Improvements

Legend

- New Shelters in Future Work Orders
- New Shelters this Work Order
- City Boundary

CITY of OAKLAND PARK FLORIDA

0 0.5 1 2 Miles

EXHIBIT A

PROJECT IMPROVEMENTS

Summary of Work

County will install or cause to be installed Bus Shelters and associated amenities at 34 separate locations throughout the Municipality of Oakland Park, in accordance with the attached list of locations (see table below). The Bus Shelters shall be manufactured and installed in accordance with the manufacturer's specifications. Municipality must maintain the following Bus Shelters within its jurisdictional limits.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
1018	NW 31 AVENUE	OAKLAND PARK BOULEVARD	NB	N	LARGE	Y	Y	Y	COUNTY
1020	OAKLAND PARK BOULEVARD	NW 29 AVENUE	EB	F	MEDIUM	Y	Y	Y	STATE
1024	OAKLAND PARK BOULEVARD	NW 23 TERRACE	EB	F	MEDIUM	Y	Y	Y	STATE
1026	NW 21 AVENUE	NW 27 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY
1101	POWERLINE ROAD	NW 34 STREET	NB	F	MEDIUM	Y	Y	Y	STATE
1102	POWERLINE RD	NW 38 ST	NB	F	SMALL	Y	Y	Y	STATE
1187	POWERLINE ROAD	NW 38 STREET	SB	F	MEDIUM	Y	Y	Y	STATE
1488	POWERLINE ROAD	NW 40 STREET	SB	F	MEDIUM	Y	Y	Y	STATE
1670	COMMERCIAL BLVD	NE 6 AVE	WB	N	SMALL	Y	Y	Y	STATE
1702	COMMERCIAL BLVD	POWERLINE RD	EB	F	SMALL	Y	Y	Y	STATE
1705	COMMERCIAL BOULEVARD	NE 6 AVENUE	EB	N	MEDIUM	Y	Y	Y	STATE
1917	DIXIE HIGHWAY	NE 42 STREET	NB	F	MEDIUM	Y	Y	Y	STATE
1919	DIXIE HIGHWAY	NE 56 ST	NB	F	SMALL	Y	Y	Y	STATE
1959	DIXIE HIGHWAY	PROSPECT ROAD	SB	N	MEDIUM	Y	Y	Y	STATE
1963	DIXIE HWY	NE 34 CT	SB	F	SMALL	Y	Y	Y	STATE
2000	ANDREWS AVE	COMMERCIAL BLVD	NB	F	LARGE	Y	Y	Y	COUNTY
2130	OAKLAND PARK BOULEVARD	NE 13 AVENUE	EB	N	MEDIUM	Y	Y	Y	STATE
2141	OAKLAND PARK BOULEVARD	SOMERSET DR	WB	OPP	LARGE	Y	Y	Y	STATE
2508	ANDREWS AVENUE	NW 35 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
2604	OAKLAND PARK BOULEVARD	NW 27 AVENUE	WB	N	MEDIUM	Y	Y	Y	STATE
2647	NW 31 AVE	NW 43 ST	NB	N	SMALL	Y	Y	Y	COUNTY
2659	NW 31 AVE	NW 35 ST	SB	F	LARGE	Y	Y	Y	COUNTY
2701	NE 45 ST	NE 20 AVE	WB	F	LARGE	Y	Y	Y	LOCAL
2735	ANDREWS AVENUE	NE 36 COURT	NB	N	MEDIUM	Y	Y	Y	COUNTY
2736	ANDREWS AVENUE	COMMERCIAL BOULEVARD	NB	N	MEDIUM	Y	Y	Y	COUNTY
3012	DIXIE HIGHWAY	NE 40 COURT	NB	F	MEDIUM	Y	Y	Y	STATE
3108	POWERLINE RD	NW 46 ST	NB	F	SMALL	Y	Y	Y	STATE
3109	POWERLINE RD	NW 49 ST	NB	N	SMALL	Y	Y	Y	STATE
3623	COMMERCIAL BOULEVARD	DIXIE HIGHWAY	EB	F	MEDIUM	Y	Y	Y	STATE
3775	NW 21 AVENUE	PROSPECT ROAD	SB	F	MEDIUM	Y	Y	Y	COUNTY
3915	OAKLAND PARK BOULEVARD	NW 19 AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE
4276	OAKLAND PARK BLVD	NE 2 AVE	WB	F	SMALL	Y	Y	Y	STATE
4472	ANDREWS AVE	PROSPECT RD	NB	N	SMALL	Y	Y	Y	COUNTY
5334	NW 21 AVE	OAKLAND PARK BLVD	SB	N	LARGE	Y	Y	Y	COUNTY

Fields Key

Direction – SB = Southbound, NB = Northbound, EB = Eastbound, WB = Westbound
Location – F = Farside, N= Nearside, OPP = Opposite Side of Cross Street, INFR = In Front Of
Furniture – Y= Yes, N=No

EXHIBIT B

EXISTING BUS SHELTERS TO BE MAINTAINED BY MUNICIPALITY

Summary of Work

Municipality must maintain the following existing Bus Shelters within its jurisdictional limits.

STOP ID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
1019	OAKLAND PARK BOULEVARD	NW 30 AVENUE	EB	N	SMALL	Y	Y	Y	STATE
1022	OAKLAND PARK BOULEVARD	NW 27 AVENUE	EB	N	SMALL	Y	Y	Y	STATE
1023	OAKLAND PARK BOULEVARD	NW 23 TERR	EB	N	SMALL	Y	Y	Y	STATE
1100	POWERLINE ROAD	OAKLAND PARK BOULEVARD	NB	F	SMALL	Y	Y	Y	STATE
1189	POWERLINE ROAD	NW 34 STREET	SB	F	SMALL	Y	Y	Y	STATE
1190	POWERLINE ROAD	OAKLAND PARK BOULEVARD	SB	N	MEDIUM	Y	Y	Y	STATE
1672	COMMERCIAL BOULEVARD	ANDREWS AVENUE	WB	N	MEDIUM	Y	Y	Y	STATE
1703	COMMERCIAL BOULEVARD	ANDREWS AVENUE	EB	F	SMALL	Y	Y	Y	STATE
1965	DIXIE HIGHWAY	NE 30 STREET	SB	N	MEDIUM	Y	Y	Y	STATE
1994	ANDREWS AVENUE	OAKLAND PARK BOULEVARD	NB	F	MEDIUM	Y	Y	Y	COUNTY
1996	ANDREWS AVENUE	NE 38 STREET	NB	F	SMALL	Y	Y	Y	COUNTY
1997	ANDREWS AVENUE	NE 41 STREET	NB	F	MEDIUM	Y	Y	Y	COUNTY
2016	ANDREWS AVENUE	NW 43 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY
2017	ANDREWS AVENUE	NW 41 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY
2020	ANDREWS AVENUE	NW 38 STREET	SB	F	MEDIUM	Y	Y	Y	COUNTY
2129	OAKLAND PARK BOULEVARD	DIXIE HIGHWAY	EB	N	SMALL	Y	Y	Y	STATE
2134	OAKLAND PARK BOULEVARD	ANDREWS AVENUE	WB	F	SMALL	Y	Y	Y	STATE
2135	OAKLAND PARK BOULEVARD	POWERLINE RD	WB	N	SMALL	Y	Y	Y	STATE

STOP ID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
2136	OAKLAND PARK BOULEVARD	NW 9 AVE	WB	F	MEDIUM	Y	Y	Y	STATE
2139	OAKLAND PARK BOULEVARD	NW 21 AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE
2140	OAKLAND PARK BOULEVARD	NW 31 AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE
2232	NW 31 AVENUE	NW 44 STREET	SB	F	SMALL	Y	Y	Y	COUNTY
2509	ANDREWS AVENUE	OAKLAND PARK BOULEVARD	SB	N	SMALL	Y	Y	Y	COUNTY
2605	OAKLAND PARK BOULEVARD	OAKLAND SHORES	WB	F	SMALL	Y	Y	Y	STATE
2642	NW 31 AVENUE	OAKLAND PARK BOULEVARD	NB	F	SMALL	Y	Y	Y	COUNTY
2689	POWERLINE ROAD	NW 40 STREET	NB	F	SMALL	Y	Y	Y	STATE
2904	NW 31 AVENUE	OAKLAND PARK BOULEVARD	SB	N	SMALL	Y	Y	Y	COUNTY
3533	DIXIE HIGHWAY	COMMERCIAL BOULEVARD	SB	F	SMALL	Y	Y	Y	STATE
3536	DIXIE HIGHWAY	COMMERCIAL BOULEVARD	NB	F	SMALL	Y	Y	Y	STATE
3636	DIXIE HIGHWAY	OAKLAND PARK BOULEVARD	SB	N	MEDIUM	Y	Y	Y	STATE
3777	NW 21 AVENUE	CRYSTAL LAKE APT	SB	INF	MEDIUM	Y	Y	Y	COUNTY
3781	NW 21 AVENUE	OAKLAND PARK BOULEVARD	SB	F	SMALL	Y	Y	Y	COUNTY
3913	OAKLAND PARK BOULEVARD	NE 20 AVENUE	WB	N	SMALL	Y	Y	Y	STATE
4030	NW 31 AVENUE	NW 44 STREET	SB	N	MEDIUM	Y	Y	Y	COUNTY
4186	NW 21 AVENUE	NW 32 STREET	NB	N	SMALL	Y	Y	Y	COUNTY
4270	OAKLAND PARK BOULEVARD	NE 15 AVE	WB	F	SMALL	Y	Y	Y	STATE
4271	OAKLAND PARK BOULEVARD	ANDREWS AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE
4272	OAKLAND PARK BOULEVARD	NE 10 AVENUE	WB	F	SMALL	Y	Y	Y	STATE
4273	OAKLAND PARK BLVD	NE 8 AVE	WB	N	SMALL	Y	Y	Y	STATE

STOP ID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW
4274	OAKLAND PARK BOULEVARD	NE 6 AVENUE	WB	F	SMALL	Y	Y	Y	STATE
4419	FEDERAL HIGHWAY	OAKLAND PARK BOULEVARD	SB	N	MEDIUM	Y	Y	Y	COUNTY
4465	DIXIE HIGHWAY	NE 56 STREET	SB	F	SMALL	Y	Y	Y	STATE
4779	NE 62 STREET	NE 62 street	EB	F	SMALL	Y	Y	Y	COUNTY
5062	POWERLINE ROAD	NW 45 COURT	SB	N	SMALL	Y	Y	Y	STATE
5100	COMMERCIAL BLVD	FDOT	EB	INFR	LARGE	Y	Y	Y	STATE
5418	DIXIE HIGHWAY	NE 62 STREET	SB	F	SMALL	Y	Y	Y	STATE
5492	COMMERCIAL BOULEVARD	DIXIE HIGHWAY	EB	N	SMALL	Y	Y	Y	STATE
5503	OAKLAND PARK BOULEVARD	#2550	EB	F	SMALL	Y	Y	Y	STATE

Fields Key

Direction – SB = Southbound, NB = Northbound, EB = Eastbound, WB = Westbound
Location – F = Farside, N= Nearside, OPP = Opposite Side of Cross Street, INFR = In Front Of
Furniture – Y= Yes, N= No

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 13.

MEETING DATE: 8/5/2026

PREPARED BY:	Robin Greco, Deputy City Clerk Renee M. Shrout, City Clerk	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT: Police and Fire Pension Board Appointment - One (1) Member

1. BACKGROUND/HISTORY

Issue Statement: There is one (1) vacant position on the Police and Fire Pension Board. There are six (6) applications attached for consideration.

Recommended Action: The City Commission, by consensus, appoint one (1) member to fill the vacancy with the term ending date August 2028, and adopt resolution.

Sec. 9-66 Board of trustees. The administration and responsibility for the proper operation of the retirement system and for making effective the provisions of this article are hereby vested in a board of trustees consisting of five (5) members as follows:
(1) Two (2) public members (excluding employees) to be appointed by the city commission, none of whom may be a city commission member, as hereinafter provided;
(2) Two (2) members who shall be elected from the police department and the fire department, who shall be members of the system. Broward County firefighters who are members of the system shall be treated as members of the fire department for the purposes of voter eligibility and eligibility to serve as a trustee.
(3) The fifth member to be selected by the above four (4) members and approved by a majority vote of all four (4) other board members.

The City-appointed trustees shall serve at the pleasure of the City Commission and shall be subject to reappointment every two (2) years. All members have two-year terms. A trustee shall hold office until a successor is appointed or elected.

This board meets quarterly on the fourth Thursday of the first month of each quarter at 6:00 p.m. with additional special meetings as required.

Current Trustee Members:

Board Trustees	Appointed By:	Term Expiration
James M. Wilson	Elected - Police	April 2028
Joe Filkowski	Elected - Fire	April 2028
Sheryl Dickey	Board Elected	November 2027
Mitch Lieberman	Commission Appointed	October 2027
Vacant	***Commission Appointed***	

2. CURRENT ACTIVITY

There is one (1) vacant position on the Police and Fire Pension Board.

There are six (6) applications to be considered for this one (1) appointment.

Applications on file for consideration:

Applicant	Contact Information
John Fenton	jrf0161@gmail.com
Richard Lang	rlangucf@gmail.com
Ernest Olivas	olivasernest@gmail.com
Dr. Asia Parker	asiajparker@alumni.wfu.edu
Andrew Thompson	athom1240@outlook.com
Michael Walsh	walsh2653@yahoo.com

3. FINANCIAL IMPACT

N/A

4. RECOMMENDATION

Staff recommends, by consensus, the City Commission appoint one (1) member to the Police and Fire Pension Board, and adopt the resolution.

ATTACHMENTS:

Resolution
Applicants

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA APPOINTING ONE (1) MEMBER TO SERVE ON THE POLICE AND FIRE PENSION BOARD OF TRUSTEES FOR THE TERM ENDING AUGUST 31, 2028; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police and Fire Pension Board of Trustees consists of five (5) members who serve a term of two (2) years; and

WHEREAS, the City Commission deems it to be in the best interests of the City to for the City Commission to appoint one (1) member to serve on the Police and Fire Pension Board of Trustees for the term ending August 31, 2028.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby appoints the following individual to serve on the Police and Fire Pension Board of Trustees:

Board Member	Term Expiration
_____	August 31, 2028

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to effectuate this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENTS

Your Service to our City is Earnestly Solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Oakland Park. Residents are cordially invited to apply for appointment by the City Commission to a City Board. Applications are valid for three (3) years.
Please check Boards/Committees for which you wish to be considered:

- ☐ Art and Cultural Board
- ☐ Beautification Advisory Board
- ☐ Board of Adjustment*
- ☐ Civil Service Board
- ☐ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☐ Planning and Zoning Board*
- ☑ Police/Fire Pension Board*
- ☐ Program for Public Information Board
- ☐ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ☒ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: John Fenton E-Mail Address: JRF0161@gmail.com

Residential Address: 1031 NE 34th CT Oakland Park, Zip: 33334 Telephone Number: 6092141398

Business Number: ( ) Cell Number: ( )

(You must use your Oakland Park home address on this application.) Voting Precinct Number: D003

EDUCATION:

Name of High School: Ocean City High School Location: Ocean City, NJ

College (if applicable): Richard Stockton University Location: Glassboro, NJ

Years Completed: 4 Degree: Bachelor Field of Study: Political Science

Other professional or technical training (Name of school, course name, etc.): Wine Sommelier LV 2 (Court of Master Som

EMPLOYMENT:

Current or last employer: PSA BDP International Address: 8200 NW 33rd ST, Miami FL

Position: Broker Years of Service: 6

Duties: Work with international shipping companies to obtain ocean rates for US Customers.

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Internships w/ Senator Jeff Van Drew (D) and Congressman Frank Lobiando (R)

MEMBERSHIPS: Oakland Park Organization(s) **Years in Membership Office Held (if any)**

Oakland Park Men's Softball League (Mill's Pond)

Outside City

ACKNOWLEDGMENT (Check Below:)

☒ **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.**

☒ **I understand that appointment to any of the positions indicated above is a voluntary service.**

☒ **If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

☒ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

☐ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

☒ **I understand that I may sit on only one Commission appointed board.**

RECEIVED
NOV 22 2024
CITY CLERK

John R. Fenton
Signature of Applicant

11/22/2024
Date

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing.
City of Oakland Park · 3650 NE 12 Avenue · Oakland Park, FL 33334 · (954)630-4300

Applications will be valid for a period of three years

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: _____John R. Fenton_____

Address: _____1031 NE 34th CT Oakland Park, FL 33334_____

Email:

_____JRF0161@gmail.com_____

Phone:

_____6092141398_____

Current Oakland Park Resident: Yes

Advisory Board/Committee:_____Police and Fire Pension Board_____

Original Appointment - YES

Your Qualifications/Interest in Board:

I am interested in serving on the Police and Fire Pension Board because I believe in giving back to the community and supporting the men and women who dedicate their careers to protecting it. Throughout my professional career, I've developed experience in procurement, logistics, contract negotiations, budgeting, and working with financial data, all of which have strengthened my ability to evaluate complex information and make thoughtful, objective decisions.

Beyond my professional background, I believe in being actively involved in my community. I coach youth sports, help organize and promote the Mills Pond Men's Softball League, and am committed to supporting initiatives that bring people together. I would bring integrity, accountability, and a willingness to listen and learn while always acting in the best interests of the pension members and the taxpayers the board serves.

By completing this form, I certify the following information:

_I want to serve/continue to serve. YES

_I meet all legal requirements to serve (residency, etc.) YES

_I am aware of duties and other obligations as a board member (legal & ethical). YES

_I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose it to the CityClerk. YES

I confirm the board member application attached is current, including contact information. YES

I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk. YES

Signature Date 07/17/2026 John R. Fenton

To be completed by staff

Appointed by: N/A *Date Appointed:* N/A *Board Expiration Date:* N/A

All information has been reviewed and confirmed Date: 7/20/26 *Reviewed by:* R Greco

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENTS

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Oakland Park. U.S. citizens living in the city are encouraged to apply for appointment to a city board by the City Commission. Applications are valid for three (3) years.

Please check Boards/Committees for which you wish to be considered:

- ☐ Art and Cultural Board
- ☐ Beautification Advisory Board
- ☐ Board of Adjustment*
- ☐ Civil Service Board
- ☐ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☐ Planning and Zoning Board*
- ☑ Police/Fire Pension Board*
- ☐ Program for Public Information Board
- ☐ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ☐ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: Richard A. Lang E-Mail Address: rlangucf@gmail.com

Residential Address: 1502 NE 36th Street Oakland Park, Zip: 33334 Telephone Number: 954-336-0759

Business Number: ( ) Cell Number: ( )

(You must use your Oakland Park home address on this application.) Voting Precinct Number: _____

EDUCATION:

Name of High School: Cardinal Gibbons High School Location: Fort Lauderdale, FL

College (if applicable): University of Central Florida Location: Orlando, FL

Years Completed: 4 Degree: Business/Accounting Field of Study: Accounting

Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: Merrill Lynch Address: 401 E Las Olas Blvd, Fort Lauderdale, F

Position: Financial Advisor/Senior Portfolio Advisor Years of Service: 7.5

Duties: Wealth Management/Financial Planning

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Experience in retirement planning, financial planning, overall personal finance, etc...

MEMBERSHIPS: Oakland Park Organization(s) **Years in Membership Office Held (if any)**

Outside City

ACKNOWLEDGMENT (Check Below:)

☑ **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.**

☑ **I understand that appointment to any of the positions indicated above is a voluntary service.**

☑ **If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

☑ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

☑ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

☑ **I understand that I may sit on only one Commission appointed board.**

Signature of Applicant

04 - 01 - 2025
Date

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing.
City of Oakland Park · 3650 NE 12 Avenue · Oakland Park, FL 33334 · (954)630-4300

Applications will be valid for a period of three years

RECEIVED
APR 02 2025
CITY CLERK

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: Richard A Lang

Address: 1502 NE 36th ST

Email: rlangucf@gmail.com

Phone: 954-336-0759

Current Oakland Park Resident: ☑ Yes ☐ No

Advisory Board/Committee: Police and Fire Pension Board

☑ Original Appointment ☐ Request Re-Appointment ☐ Do Not Wish to Be Reappointed

Please Fill in Your Qualifications/Interest in Board:
Work in Finance. Am a Certified Financial Planner/
Advisor. Interested in working/volunteering for the community.

By completing this form, I certify the following information:

☑ I want to serve/continue to serve.

☑ I meet all legal requirements to serve (residency, etc.)

☑ I am aware of duties and other obligations as a board member (legal & ethical).

☑ I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose to the City Clerk.

☑ I confirm the board member application attached is current, including contact information.

☑ I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk.

Signature

07/17/2026
Date

To be completed by staff

Appointed by: N/A *Date Appointed:* N/A

Board Expiration Date: N/A

All information has been reviewed and confirmed
Reviewed by: MGreen *Date:* 7/20/26

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENTS

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Oakland Park. U.S. citizens living in the city are encouraged to apply for appointment to a city board by the City Commission. Applications are valid for three (3) years.

Please check Boards/Committees for which you wish to be considered:

- ☐ Art and Cultural Board
- ☐ Beautification Advisory Board
- ☐ Board of Adjustment*
- ☐ Civil Service Board
- ☐ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☐ Planning and Zoning Board*
- ☒ Police/Fire Pension Board*
- ☐ Program for Public Information Board
- ☐ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ☐ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: Ernest Olivas moved E-Mail Address: olivasernest@gmail.com ✓

Residential Address: ~~1736 NW 38th Street~~ 1733 nw 39ST. Oakland Park, Zip: 33309 Telephone Number: 7543015802

Business Number: 9546291377 Cell Number: 9542355445 ✓

(You must use your Oakland Park home address on this application.) Voting Precinct Number: D7

EDUCATION:

Name of High School: LAMAPASAS HIGH Location: LAMPASAS TX

College (if applicable): UNIVERSITY OF TEXAS Location: AUSTIN TX

Years Completed: 1981 Degree: BBA Field of Study: HONORS AND INTERNATIONAL

Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: ERMEALD HOME CARE Address: 2212 DIXIE HWY

Position: OWNER Years of Service: 12

Duties: MANAGEMENT

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

CHIEF OF STAFF, CITY COUNCILMAN, DISTRICT OF COLUMBIA

MEMBERSHIPS: Oakland Park Organization(s) Years in Membership Office Held (if any)

KIWANIS, ROYAL PALMS AREA GROUP

Outside City

ACKNOWLEDGMENT (Check Below:)

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☒ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

☒ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

☒ **I understand that I may sit on only one Commission appointed board.**

Signature of Applicant _____ Date 2-20-25

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing.
City of Oakland Park · 3650 NE 12 Avenue · Oakland Park, FL 33334 · (954)630-4300

Applications will be valid for a period of three years

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: ERNEST OLIVAS, JR

Address: 1733 NW 39TH STREET

Email: OLIVASERNEST@GMAIL.COM

Phone: 9542355445

Current Oakland Park Resident: ☑ Yes ☐ No

Advisory Board/Committee: PENSION

☐ Original Appointment ☑ Request Re-Appointment ☐ Do Not Wish to Be Reappointed

Please Fill in Your Qualifications/Interest in Board:
FORMER MEMBER, CERTIFIED TRAINED THRU STATE TRAINING PROGRAM, EXPERIENCE WORKING WITH EXISTING MEMBERS, KNOWLEDGE OF UNION AND CIVILIAN MEMBERS, EXERIENCE WITH INVESTMENTS

By completing this form, I certify the following information:

☑ I want to serve/continue to serve.

☑ I meet all legal requirements to serve (residency, etc.)

☑ I am aware of duties and other obligations as a board member (legal & ethical).

☑ I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose to the CityClerk.

☑ I confirm the board member application attached is current, including contact information.

☑ I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk.

ERNEST OLIVAS, JR — 7/17/2026

Signature — Date

To be completed by staff

Appointed by: N/A *Date Appointed:* N/A
Board Expiration Date: N/A

All information has been reviewed and confirmed *Date:* 7/17/26
Reviewed by: R Greco

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENTS

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- ☐ Beautification Advisory Board
- ☐ Board of Adjustment*
- ☐ Civil Service Board
- ☐ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☐ Planning and Zoning Board*
- ☑ Police/Fire Pension Board*
- ☐ Program for Public Information Board
- ☐ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ■ New Appointment ❑ Re-submission ❑ If you currently serve on a Board, please state which Board _____

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: Dr. Asia Parker E-Mail Address: asiajparker@alumni.wfu.edu

Residential Address: 1498 NE 34th Ct. Oakland Park, Zip: 33334 Telephone Number: 9545130445

Business Number: ( ) Cell Number: ( )

(You must use your Oakland Park home address on this application.) Voting Precinct Number: _____

EDUCATION:

Name of High School: Fort Lauderdale High Sche Location: Florida

College (if applicable): Wake Forest University, UGA Location: NC, GA

Years Completed: 9 Degree: PhD Field of Study: Political Science

Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: Ft. Laud. Behavioral Health Center Address: 5757 N Dixie Hwy

Position: Business Development Coordinator Years of Service: less than one

Duties: _____

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Graduate of the Local Government Academy

MEMBERSHIPS: Oakland Park Organization(s) Years in Membership Office Held (if any)

None

Outside City

None

ACKNOWLEDGMENT (Check Below:)

■ **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.**

■ **I understand that appointment to any of the positions indicated above is a voluntary service.**

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■ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

■ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

■ **I understand that I may sit on only one Commission appointed board.**

Asia Parker
Signature of Applicant

7/7/26
Date

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing.
City of Oakland Park · 1100 Park Lane East · Oakland Park, FL 33334 · (954)630-4300
Applications will be valid for a period of three years

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: Dr. Asia Parker

Address: 1498 NE 34th Ct., Oakland Park FL 33334

Email: asiajparker@alumni.wfu.edu

Phone: 954-513-0445

Current Oakland Park Resident: ☑ Yes ☐ No

Advisory Board/Committee: Police & Fire Pension Board

☑ Original Appointment ☐ Request Re-Appointment ☐ Do Not Wish to Be Reappointed

Please Fill in Your Qualifications/Interest in Board:

Graduate of the LGA 2026, doctorate in political science and live & work in Oakland Park

By completing this form, I certify the following information:

☑ I want to serve/continue to serve.

☑ I meet all legal requirements to serve (residency, etc.)

☑ I am aware of duties and other obligations as a board member (legal & ethical).

☑ I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose to the CityClerk.

☑ I confirm the board member application attached is current, including contact information.

☑ I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk.

Asia Parker — 7/22/26

Signature — Date

To be completed by staff

Appointed by: N/A *Date Appointed:* N/A

Board Expiration Date: N/A

All information has been reviewed and confirmed
Reviewed by: R Greene *Date:* 7/23/26

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENTS

Your Service to our City is Earnestly Solicited

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Please check Boards/Committees for which you wish to be considered:

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- ☐ Beautification Advisory Board
- ☐ Board of Adjustment*
- ☑ Civil Service Board
- ☐ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☑ Planning and Zoning Board*
- ☑ Police/Fire Pension Board*
- ☐ Program for Public Information Board
- ☑ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ☒ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: Andrew Thompson E-Mail Address: athom1240@outlook.com

Residential Address: 2650 Oak Tree Circle Oakland Park, Zip: 33309 Telephone Number: (859) 512 1067

Business Number: ( ) Cell Number: ( )

(You must use your Oakland Park home address on this application.) Voting Precinct Number: D008

EDUCATION:

Name of High School: Larry A. Ryle Location: Union, Kentucky

College (if applicable): Florida State University Location: Tallahassee

Years Completed: All of them needed. Degree: MPA & M.S. Field of Study: Public Administration, City Planning

Other professional or technical training (Name of school, course name, etc.): FPPTA Certified Public Pension Trustee

EMPLOYMENT:

Current or last employer: City of Oakland Park (former) Address: 1100 Park Lane East,

Position: ACM, CFO, Finance Director, Asst. Finance Director, Budget Analyst Years of Service: 13

Duties: On file.

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Certified Public Pension Trustee, Certified Government Finance Officer, co-author of various components of the City©s police and fire pension code, oversaw transition of Fire-Rescue special risk class employees from City Plan to FRS.

MEMBERSHIPS: Oakland Park Organization(s) **Years in Membership Office Held (if any)**

Past Chair of the City of Oakland Park General Employees Pension Plan. Former board liaison to the Oakland Park Police & Fire Pension Plan, and former City employee 13+ years

Outside City

ACKNOWLEDGMENT (Check Below:)

☒ **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.**

☒ **I understand that appointment to any of the positions indicated above is a voluntary service.**

☒ **If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

☒ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

☒ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

☒ **I understand that I may sit on only one Commission appointed board.**

Andrew Thompson

Signature of Applicant 5/27/2026 **Date**

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing.
City of Oakland Park · 3650 NE 12 Avenue · Oakland Park, FL 33334 · (954)630-4300

Applications will be valid for a period of three years

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: Andrew Thompson

Address: 2650 Oak Tree Circle

Email: athom1240@outlook.com

Phone: 859.512.1067

Current Oakland Park Resident: ☑ Yes ☐ No

Advisory Board/Committee: Police & Fire Pension Board

☑ Original Appointment ☐ Request Re-Appointment ☐ Do Not Wish to Be Reappointed

Please Fill in Your Qualifications/Interest in Board:

Former liason to board. Chairman of the General Employees Pension Board for 10+ years.
Earned Certified Public Pension Trustee credential. Oversaw ordinance updates to the plan for past 13 years.

By completing this form, I certify the following information:

☑ I want to serve/continue to serve.

☑ I meet all legal requirements to serve (residency, etc.)

☑ I am aware of duties and other obligations as a board member (legal & ethical).

☑ I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose to the CityClerk.

☑ I confirm the board member application attached is current, including contact information.

☑ I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk.

Andrew Thompson — 7/20/2026

Signature — Date

To be completed by staff

Appointed by: N/A *Date Appointed:* N/A
Board Expiration Date: N/A

All information has been reviewed and confirmed *Date:* 7/20/26
Reviewed by: R Greco

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENT

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Oakland Park. U.S. citizens living in the city are encouraged to apply for appointment to a city board by the City Commission. Applications are valid for three (3) years.

Please check Boards/Committees for which you wish to be considered:

- ☐ Art and Cultural Board
- ☐ Beautification Advisory Board
- ☒ Board of Adjustment*
- ☐ Civil Service Board
- ☒ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☒ Planning and Zoning Board*
- ☒ Police/Fire Pension Board*
- ☒ Program for Public Information Board
- ☐ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ☒ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: Michael Walsh E-Mail Address: Walsh2653@yahoo.com

Residential Address: 1099 NE 37th St Oakland Park, Zip: 33334 Telephone Number: (973) 557-0922

Business Number: ( ) Cell Number: (973) 557-0922

(You must use your Oakland Park home address on this application.) Voting Precinct Number: 23

EDUCATION:

Name of High School: Saddle Brook Location: Saddle Brook NJ 07662

College (if applicable): Bergen Community Location: Paramus NJ.

Years Completed: 1 1/2 Degree: — Field of Study: Business

Other professional or technical training (Name of school, course name, etc.): Kovas Real Estate School Paramus NJ

EMPLOYMENT:

Current or last employer: Publix Address: Dixie Hwy / Commercial Blvd

Position: Liquor Clerk Years of Service: 10

Duties: Retail Sales / Stocking

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Real Estate Owner/Broker for 20 yrs in N.J.

MEMBERSHIPS: Oakland Park Organization(s) **Years in Membership Office Held (if any)**

Outside City Rotary Club 20 yrs / Boy Scout Leader Cub Master 8 yr Charter Rep 10 yr
Elks 15 yr / West Milford Economic Development Community
Passaic City Board of Realtors

ACKNOWLEDGMENT (Check Below:)

☒ **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.**

☒ **I understand that appointment to any of the positions indicated above is a voluntary service.**

☒ **If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

☒ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

☒ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

☒ **I understand that I may sit on only one Commission appointed board.**

RECEIVED
JUN 23 2026
CITY CLERK

Michael Walsh
Signature of Applicant

June 23, 2026
Date

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing. City of Oakland Park · 1100 Park Lane East · Oakland Park, FL 33334 · (954)630-4300

Applications will be valid for a period of three years

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: Michael Walsh to

Address: 1099 Ne 47 th St Oakland Park Fl 33334

Email: Walsh2653@yahoo.com

Phone: 973-557-0922

Current Oakland Park Resident: ☑ Yes ☐ No

Advisory Board/Committee: Police and Fire Pension Board

☑ Original Appointment ☐ Request Re-Appointment ☐ Do Not Wish to Be Reappointed

Please Fill in Your Qualifications/Interest in Board:
Previous on board in west milford NJ also on several communities boards

By completing this form, I certify the following information:

☑ I want to serve/continue to serve.

☑ I meet all legal requirements to serve (residency, etc.)

☑ I am aware of duties and other obligations as a board member (legal & ethical).

☑ I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose to the CityClerk.

☑ I confirm the board member application attached is current, including contact information.

☑ I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk.

Michael Walsh — 07/16/2026

Signature Michael WALSH — Date

To be completed by staff

Appointed by: N/A — *Date Appointed:* N/A

Board Expiration Date: N/A

All information has been reviewed and confirmed — *Date:* 7/21/26

Reviewed by: [illegible]

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 14.

MEETING DATE: 8/5/2026

PREPARED BY:	Brad J. Ostroff, Interim Director Building, Engineering and Community Services Department	**DEPARTMENT HEAD APPROVAL:**	ECD - Planning

SUBJECT:
Local Government Area of Opportunity (LGAO) Support Request - Urban League of Broward County - Village of Oakland Park Project

1. BACKGROUND/HISTORY

Issue Statement: The Village of Oakland Park Project is an affordable housing development being Developed by the Urban League of Broward County, along with its Co-Development Partner, The Cornerstone Group. This project received final site plan approval from the City Commission in the form of an adopted Ordinance amending the applicable zoning map to a Planned Unit Development (PUD) with the accompanying Master Plan.

The project is being developed in two (2) phases:

Phase I consists of 174 new construction units, 100% affordable. The Developer is finalizing the (amended) site plan for submission as a site plan amendment to the City. This project phase was awarded $7,000,000 in Broward County GAP funding this past spring. Those funds are being combined with non-competitive 4% tax credits and tax-exempt bonds, which does not require a City funding commitment. The Developer is working to close the remaining funding gap on Phase I and is actively pursuing project-based vouchers.

Phase II of the project is in the early stage of pre-development. The anticipated timing for submission of the Building Permit Application is dependent on alignment of the capital stack. Phase II consists of 90 rental units that will also be 100% affordable. The targeted affordability for this phase will average 60% Area Median Income (AMI) with individual unit affordability ranging from 30% to 70% AMI.

The tax credit financing application is due August 12, 2026. If phase II receives funding in this cycle, the Developer anticipates submitting for a Building Permit by March 2027. Total Phase II project costs are estimated at approximately $48,000,000. The City will receive property tax revenue from this project. Based on comparable Broward County affordable housing developments, approximately $2,200 per unit annually in real estate taxes is projected, totaling just under $200,000 per year.

2. CURRENT ACTIVITY

The Developer is applying for 9% tax credit financing for phase II of the project through Florida Housing Finance Corporation (RFA #2026-202). This application cycle governs Housing Credit financing for large counties, including Broward County.

Because of the competitive nature of this application, the project's ability to compete for Housing Credit funding will depend on qualifying under the Local Government Area of Opportunity (LGAO) framework. The LGAO designation is the critical pathway to remain competitive in the funding process. Without LGAO support from the City, Phase II would face a substantial competitive disadvantage and will not be positioned to successfully secure funding under the upcoming RFA cycle.

Based on Florida Housing Finance Corporation's guidance and prior funding cycles, competitive LGAO support includes a meaningful, fully approved local government financial contribution that is in place at the time of application submission and provides a tangible economic benefit to the development. The City's approved financial contribution can be in the form of a grant or a loan, and disbursement of the contribution would not be due until 90 days after the project is placed in service through receipt of a Temporary Certificate of Occupancy (CO), anticipated in quarter 2 of 2029. It is important to note that the City's contribution will only be required if the Developer is successfully awarded tax credit funding in the above specified funding application cycle from the Florida Housing Finance Corporation.

If the City will have to provide a contribution in the form of a loan, the developer has agreed to repay the funds over a 15-year period at 0% interest, or an annual loan repayment to the City of $42,666.67.

3. FINANCIAL IMPACT

There is no financial impact to the City in the current fiscal year (FY 2026).

As noted above, the City may be required to contribute $640,000 in the form of a loan. However, the loan would not be disbursed until 90 days after the project is placed into service, as evidenced by the issuance of a Temporary Certificate of Occupancy (CO), which is anticipated to occur during the second quarter of Fiscal Year 2029. The Developer has agreed to repay the loan over a 15-year period at 0% interest, resulting in annual repayments to the City of approximately $42,667.

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution authorizing an expenditure not to exceed $640,000 to function as the City's financial support for phase II of this project, in accordance with the loan terms stipulated in the term sheet. Further authorizing the City Manager to complete the required LGAO Form that will be submitted by the Developer as part of the tax credit funding application to Florida Housing Finance Corporation.

ATTACHMENTS:

Resolution
LGAO Letter
Village of OP/Monetary Benefits
Term Sheet
LGAO Funding Form

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING AN EXPENDITURE NOT TO EXCEED $640,000.00 TO FUNCTION AS THE CITY'S FINANCIAL SUPPORT FOR PHASE II OF THIS PROJECT, IN ACCORDANCE WITH THE LOAN TERMS STIPULATED IN THE TERM SHEET. FURTHER AUTHORIZING THE CITY MANAGER TO COMPLETE THE REQUIRED LGAO FORM THAT WILL BE SUBMITTED BY THE DEVELOPER AS PART OF THE TAX CREDIT FUNDING APPLICATION TO FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize an expenditure not to exceed $640,000.00 to function as the City's financial support for phase II of this project, in accordance with the loan terms stipulated in the term sheet. Further authorizing the City Manager to complete the required LGAO Form that will be submitted by the Developer as part of the tax credit funding application to Florida Housing Finance Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes an expenditure not to exceed $640,000.00 to function as the City's financial support for phase II of this project, in accordance with the loan terms stipulated in the term sheet. Further authorizing the City Manager to complete the required LGAO Form that will be submitted by the Developer as part of the tax credit funding application to Florida Housing Finance Corporation. A copy of the Funding Form is attached hereto as Exhibit "A."

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

Urban League of
Broward County

July 2, 2026

City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

Re: Request for Local Government Area of Opportunity (LGAO) Contribution – Village at Oakland Park Phase II

Dear City Manager:

On behalf of the Urban League of Broward County, thank you for your continued partnership and support of the Village at Oakland Park. We greatly appreciate the City's collaboration, as we continue advancing this transformational mixed-income community.

As we prepare to submit Phase II, a proposed 90-unit affordable rental community, to the Florida Housing Finance Corporation (FHFC) under RFA 2026-202, we respectfully request the City's support through a Local Government Area of Opportunity (LGAO) contribution in the amount of $640,000.

Based on FHFC's proposed funding criteria, an eligible local government contribution is expected to be essential for Broward County developments to remain competitive for funding. Accordingly, we respectfully request that the City approve the required local contribution and execute FHFC's Local Government Verification of Contribution – LGAO Form prior to the application deadline anticipated August 12, 2026.

This investment will leverage significant state, federal, and private financing to deliver 90 new affordable homes while advancing the City's housing, redevelopment, and economic development goals.

We recognize the City's budget considerations and remain committed to working collaboratively with City staff to identify an eligible funding source and structure that satisfies FHFC requirements. We appreciate your willingness to partner with us and look forward to continuing our work together to expand affordable housing opportunities for Oakland Park residents.

Thank you for your continued leadership and support. We welcome the opportunity to discuss this request at your convenience.

Sincerely,

Germaine Smith-Baugh

Germaine Smith-Baugh, Ed.D
President & CEO

cc: Sierra Marrero, City of Oakland Park

Village at Oakland Park Rental Residences
Monetary Benefits to the City of Oakland Park

Phase	# Units	Building Permit Fees	Impact Fees (1)	Total Upfront Fees	Annual Real Estate Taxes (2)
I	174	1,248,000	418,000	1,666,000	104,000
II	90	812,000	216,000	1,028,000	94,000
Total	264	2,060,000	634,000	2,694,000	198,000

(1) The City can also waive the impact fees if the community commits to certain items as part of the property development.

(2) Real Estate Tax Assumptions: City millage of 58 mils, non ad valorem taxes of $600/unit. Phase I pays non ad valorem taxes and Phase II, a 9% LIHTC phase, pays both ad valorem and non ad valorem taxes. Assumed the units were valued at approximately $76,000/unit.

City of Oakland Park
Building Department Permit Fee Estimator

ESTIMATED TOTAL FEE

812063.95

(Permit Fee + Surcharges)

Job Value 30760000

Permit Fee
769150.00

DBPR
7691.50

BCAIF
11537.25

Broward
15995.20

Training & Cert Fee
7690.00

CITY OF OAKLAND PARK, FLORIDA

LOAN TERM SHEET

Date: _____

Lender	City of Oakland Park, Florida
Borrower	Village at Oakland Park Associates II, Ltd.
Purpose	Construction of 90 affordable housing units (LIHTC)
Loan Amount	$640,000
Interest Rate	0%
Term	15 years

City of Oakland Park, Florida

By: _____

Village at Oakland Park Associates II, Ltd.

By: _____

Florida Housing Finance Corporation Local Government Area Of Opportunity Funding Form

Name of Development: Village at Oakland Park Phase II

Development Location: NW 21st Ave, NW 21st Ave and NW 26th St., Oakland Park

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The city/county of Oakland Park commits $ 0.00 as a cash grant and/or commits $ 640,000.00 as a cash loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Acknowledgements

The contribution is intended to be a Local Government Area of Opportunity Contribution for use in RFA 2026-202, making this Development potentially eligible for the Local Government Area of Opportunity Goal.

The city/county stated above acknowledges that the RFA allows each city and county to contribute funding in the form of a cash loan and/or cash grant to a maximum of one Development. The city/county stated above has contributed Local Government Area of Opportunity funding only for the above-named Development and has not contributed Local Government Area of Opportunity to any other Development competing in this same RFA.

I have read and understand the Local Government Area of Opportunity qualifications of the above referenced RFA, which includes understanding that the city/county stated above may receive lower preference for the Local Government Area of Opportunity Goal in a future corresponding RFA for up to two years.

No consideration or promise of consideration has been given with respect to the loan or grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan or grant must be effective as of the Application Deadline for the applicable RFA and is provided specifically with respect to the proposed Development.

Certification

The contribution stated above is for the Applicant's use and is solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

Signature	Print or Type Name
Print or Type Title	Date Signed - This form is valid for nine months from this date.

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons, as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 03-2025)

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 15.

MEETING DATE: 8/5/2026

PREPARED BY:	Claudelle Rose, Program Manager Engineering and Community Development Brad Ostroff, Interim Director Engineering and Community Development	**DEPARTMENT HEAD APPROVAL:**	ECD - Engineering/Construction

SUBJECT: Approval to Piggyback the City of Coral Springs Agreement with Pro Transportation, Inc. d/b/a ProKel Mobility for Community Shuttle Operations

1. BACKGROUND/HISTORY

Issue Statement: In 2018, Broward County voters approved a 30-year, one-cent surtax for transportation improvements for the purpose of increasing connectivity, relieving congestion, expanding multimodal transportation options and improving transit service. The efforts stemming from the surtax approval are contemplated as part of the Mobility Advancement Plan (MAP). The County's plan for utilization of the surtax proceeds includes funding for existing and proposed Community Shuttles. On March 15, 2023, the City Commission adopted Resolution No. R-2023-049 supporting the City's application and submittal of the route to Broward County Transit (BCT) for funding of the Oakland Park Community Shuttle Bus Local Circulator through the Penny for Transportation One-Cent Surtax.

Following approval of the City's application, Broward County Transit awarded Community Shuttle funding to the City for leased vehicles and operating assistance to establish Oakland Park's Community Shuttle Program. The Community Shuttle is intended to improve local mobility by providing convenient connections between residential neighborhoods, commercial corridors, employment centers, parks, civic destinations, and existing Broward County Transit routes.

To implement the Community Shuttle Program, the City must procure operating services.

Staff reviewed available procurement options and determined that utilizing the City of Coral Springs' competitively awarded agreement with Pro Transportation, Inc. d/b/a ProKel Mobility for Bid No. 24-B-074, Local Intra-City Bus Transportation Services is in the City's best interest. The agreement provides substantially similar services to those required under Broward County's agreement and allows other governmental agencies to utilize its pricing and terms through a piggyback procurement.

Recommended Action: Adopt a resolution authorizing the appropriate City officials to piggyback the City of Coral Springs agreement with Pro Transportation, Inc. d/b/a ProKel Mobility for Community Shuttle operating services.

Background: The City of Oakland Park previously operated a Community Shuttle in a partnership with Broward County Transit (BCT) from 2004 to 2009. The City, through a vendor, operated two routes for five days a week from 8:00 am to 5:40 pm. Ridership for the program did not meet the program requirements of 7.1 passengers per service hour, and the service was eliminated in 2009.

The inclusion of a Community Shuttle by a City is considered a critical advance in public transit and is supported by the Oakland Park Transit Mobility Plan, which assessed the multimodal needs for the Downtown Culinary Arts District and made recommendations for the City to improve its overall mobility infrastructure to meet current and future needs. The Plan included short, mid, and long-term solutions to address the City's multimodal transportation needs. A community shuttle service would be one of the many efforts in the City to improve transportation options in the City and also serve as a means of linking communities to the growing opportunities in the downtown area, in addition to the other areas of the county served by Broward County Transit.

The route approved through Broward County was developed based on ridership projections and as an enhancement to the progress being realized within the downtown core. The route looks to connect the downtown to city facilities such as City Hall and the City Centennial Park Area, destinations such as Prospect Plaza and Main Street, and provide access to the Coral Ridge Mall and new developments such as Blys and Sprouts Market. The Community Shuttle Program allows for a review and amendment process, which will allow the City to modify the route or propose additional routes based on ridership or new demand, including expansion to other areas of the City.

2. CURRENT ACTIVITY

The City is preparing to launch its Community Shuttle Program utilizing funding awarded through Broward County Transit. The proposed shuttle service will operate one fixed-route circulator connecting neighborhoods, businesses, employment centers, parks, public facilities, and regional transit services, providing improved first-mile/last-mile connectivity throughout Oakland Park. The County requires that the City establish its service

agreements, and once completed, the City Commission will be required to enter into an interlocal agreement with Broward County, which will be presented to the City Commission for final approval of the program.

Staff recommends utilizing the City of Coral Springs' competitively awarded contract Bid No. 24-B-074 with Pro Transportation, Inc. d/b/a ProKel Mobility to provide turnkey Community Shuttle operations. Under the proposed agreement, ProKel Mobility will provide all operational services necessary to operate the Community Shuttle, including driver recruitment and staffing, dispatch services, vehicle maintenance, customer service, operational management, technology support, and performance reporting. All operations will comply with applicable Federal Transit Administration (FTA), Americans with Disabilities Act (ADA), and Broward County Transit requirements.

The Community Shuttle will operate Monday through Friday from 8:00 a.m. until 6:30 p.m., excluding City-recognized holidays. Compensation to Pro Transportation, Inc. d/b/a ProKel Mobility, will be based on an hourly operating rate of $76.75 per revenue service hour, consistent with the pricing established under the City of Coral Springs agreement. The annual cost is approximately $209,527.50. Under the pending Interlocal Agreement with Broward County Transit, the City will invoice Broward County ahead of each quarter for eligible operating costs associated with the Community Shuttle Program.

This item is presented in conjunction with a companion agenda item authorizing ADA improvements at designated Community Shuttle stops. Approval of both agenda items is required before the City can execute the Interlocal Agreement with Broward County Transit and begin Community Shuttle operations.

3. FINANCIAL IMPACT

There is no budgetary impact in FY 2026. Under the proposed agreement, Pro Transportation, Inc., d/b/a ProKel Mobility, will be compensated at an hourly rate of $76.75 per revenue service hour to operate the Community Shuttle.

Based on the proposed operating schedule of 10.5 revenue service hours per day, Monday through Friday, the estimated annual operating cost is approximately $209,527.50, based on the attached proposal, subject to actual operating days and service hours.

Funding for Community Shuttle operations has been awarded through the Broward County Community Shuttle Program and is contingent upon execution of the Interlocal Agreement between the City and Broward County Transit. The City will invoice Broward County for eligible expenses associated with the Community Shuttle Program.

4. RECOMMENDATION

Adopt a resolution authorizing the appropriate City officials to piggyback the City of Coral Springs agreement Bid No. 24-B-074 with Pro Transportation, Inc. d/b/a ProKel Mobility for Community Shuttle operating services and execute all documents necessary

to implement the City's Community Shuttle Program.

ATTACHMENTS:

Resolution
Resolution R-2023-049 and Award
City of Coral Springs Agreement
ProKel Mobility Proposal
ProKel Authorization Letter
Utilization Agreement Community Shuttle
Community Shuttle Map and Stop Locations

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO PIGGYBACK THE CITY OF CORAL SPRINGS AGREEMENT WITH PRO TRANSPORTATION, INC. D/B/A PROKEL MOBILITY FOR COMMUNITY SHUTTLE OPERATING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper City Officials to piggyback the City of Coral Springs agreement with Pro Transportation, Inc. d/b/a ProKel Mobility for Community Shuttle operating services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to piggyback the City of Coral Springs agreement with Pro Transportation, Inc. d/b/a ProKel Mobility for Community Shuttle operating services. A copy of the Contract is attached hereto as Exhibit "A".

SECTION 3. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

RESOLUTION NO. R-2023-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, SUPPORTING THE CITY'S APPLICATION FOR FUNDING AN OAKLAND PARK COMMUNITY SHUTTLE BUS LOCAL CIRCULATOR THROUGH THE BROWARD COUNTY TRANSIT DEPARTMENT AS PART OF THE PENNY FOR TRANSPORTATION ONE-CENT SURTAX; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to support the City's application for funding an Oakland Park Community Shuttle Bus local circulator through the Broward County Transit Department as part of the Penny For Transportation One-Cent Surtax.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby supports the City's application for funding an Oakland Park Community Shuttle Bus local circulator through the Broward County Transit Department as part of the Penny For Transportation One-Cent Surtax.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 15th day of March 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	YES
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

Transportation Department
SERVICE AND STRATEGIC PLANNING DIVISION
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

VIA EMAIL

October 11, 2023

Mr. David Hebert
City Manager
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

Dear Mr. Hebert,

Broward County Transit (BCT), in coordination with the City of Oakland Park (City) staff and Kimley-Horn staff, has completed the evaluation for the submitted Community Shuttle Program (CSP) Annual Service Application. The application requested funding to implement one (1) new route in the City and specified the need for one (1) leased BCT bus. The bus will operate from 8:00am to 6:31pm five (5) days per week (Monday through Friday) for ten (10) hours and thirty (30) minutes in daily revenue daily service. The proposed route would augment public transportation services provided by BCT and serve a greater number of people traveling within the City by providing more transportation options.

The route demographic analysis shows a population with high propensity for transit ridership. Per American Community Survey (ACS) data the proposed route reaches over 10,000 residents, with a representative population of 65 and older (12%) and children under the age of 17 (22%). This is consistent with the typical BCT Community Shuttle ridership. The route demographic analysis also highlights that within a quarter mile of the alignment there are car free households (8%). This also illustrates a high propensity for transit ridership. Per the Longitudinal Employer-Household Dynamics (LEHD) Origin-Destination Statistics, the route alignment connects residents to several trip generators along North Federal Highway and Oakland Park Blvd. The city will have 12 months post implementation to reach and maintain the required Passenger Per Hour threshold of 7.1.

Based on our review, we are pleased to advise that BCT will fund the requested service with a proposed annual award to the City of two (2) leased buses and financial (operating and maintenance) assistance. The annual budget will be formalized once the City enters into an agreement with a vendor to provide community shuttle service or after a review of operating and maintenance costs provide by the City should you choose to self-operate.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Tim Ryan • Hazelle P. Rogers• Michael Udine
www.broward.org

We appreciate your interest in developing and implementing transit services and are proud to welcome you back to CSP. Services like CSP provide vital mobility by increasing connectivity options across Broward County. Please confirm your acceptance by submitting a letter of acceptance via email to me at bamccoy@broward.org with a copy to communityshuttlereports@broward.org.

Should you have any questions, please do not hesitate to contact me at 954-357-8369.

Regards,

Barney L. McCoy
Assistant General Manager, Service and Strategic Planning

Cc: Paul Strobis, Director, Paratransit, BCT
Michael Zayas-Morales, Mobility Administrator, BCT
Ana Alvarez, Chief Planning Officer, Oakland Park
Peter M. Schwarz, Director, Community & Economic Development, Oakland Park
John Lafferty, Kimley-Horn

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND PROTRANSPORTATION INC., D/B/A PROKEL MOBILITY, FOR LOCAL INTRA-CITY BUS TRANSPORTATION SERVICES

THIS AGREEMENT, made and entered into the 21 day of February, 2024 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

PROTRANSPORTATION INC.
d/b/a Prokel Mobility
a Florida profit corporation
1200 North Federal Highway, Suite 200
Boca Raton, Florida 33432
(hereinafter "CONTRACTOR")

WHEREAS, CITY issued a Request for Proposal No. 24-B-074 on December 6, 2023 for Local Intra-City Bus Transportation; and

WHEREAS, CITY has determined that it would be in the public interest to provide quick and convenient public transit services to the residents of Coral Springs for specified routes within the City; and

WHEREAS, CITY established a selection committee to review and interview proposers (hereinafter "Selection Committee"); and

WHEREAS, after review by the Selection Committee and interviewing firms, staff recommended CONTRACTOR for the operation of the transportation service; and

WHEREAS, the City Commission concurs with the staff recommendation and finds it to be in the best interest of the citizens of the City of Coral Springs,

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

SERVICES TO BE PROVIDED

1.1 **Scope of Services.** CONTRACTOR shall provide transportation services as described in the Scope of Services, attached hereto and incorporated herein, as Exhibit "A." The Scope of Services may be amended from time to time by CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes and schedules in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.2 **Routes.** CONTRACTOR shall provide transportation services along the routes described in Exhibit "B." The routes may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.3 **Hours of Operation.** CONTRACTOR shall operate vehicles according to the hours specified in the Scope of Services described in Exhibit "A." The hours of operation may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operation in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.4 **Holidays.** Intra-City transit services will not operate on the following national holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, except as otherwise agreed in writing by the parties and approved by the City Manager or his designee.

1.5 **Vehicles.** Except as herein provided to the contrary, CITY (through the County) shall provide all vehicles. CONTRACTOR shall provide all equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. CONTRACTOR acknowledges that CITY may at any time during the term of this Agreement substitute its own vehicles and/or vehicles provided by Broward County ("County") rather than use the vehicles to be provided by CONTRACTOR pursuant to this Agreement.

a. **Number of Vehicles.** CITY (through the County) shall be solely responsible for providing a sufficient number of vehicles, but not less than two (2) vehicles, to perform the terms of this Agreement. Such vehicles shall have seating capacity for at least twenty (20) passengers (minimum of 16 with wheelchair passengers). Any additional vehicles CITY deems necessary to provide backup service shall be

placed into service within thirty minutes in the event that one or more vehicles is out-of-service. CONTRACTOR acknowledges and agrees that the obligation to provide a sufficient number of vehicles contemplates that the number of vehicles required to effectuate the intent of this Agreement may increase over the term of the Agreement.

b. **Equipping of Vehicles.**

1. All vehicles shall conform to the standards required by the Americans with Disabilities Act (ADA).
2. All vehicles shall be equipped with two-way communications.
3. All vehicles shall be equipped with heating and air conditioning systems that are fully operative every day the vehicles are in service. Air conditioning systems shall maintain the interior temperature of the vehicle(s) at sixty eight (68) to seventy two (72) degrees Fahrenheit within sixty (60) seconds of closing the vehicle(s) doors with passengers on board, regardless of the outside temperature.
4. All vehicles shall have spaces in the interior for displaying transit system route schedules and promotional announcements.
5. All vehicles shall be equipped with an AM/FM radio.

c. **Maintenance of Vehicles.**

1. CONTRACTOR shall perform daily cleaning of the vehicles prior to beginning Community Bus Service each day as follows:

    i. Exterior wash
    ii. Interior windows cleaned
    iii. Mopping of non-carpeted floors with clean water and appropriate cleaning solution
    iv. Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
    v. Vacuuming of upholstered seats
    vi. Pest control
    vii. Wiping down of all hand rails with clean water and appropriate cleaning solution
    viii. Refuse, newspapers and other recyclable material remaining on board shall become the property of the CONTRACTOR. However, items found that are the belongings of customers shall be maintained and made available consistent with CONTRACTOR's Lost and Found Policy, which policy shall comply with Florida law. CONTRACTOR's Lost and Found Policy must be approved by the Contract Administrator.

2. All vehicles and equipment on the vehicles shall be maintained in fully operable conditions at all times during the term of the Agreement. CONTRACTOR shall cause all components of each vehicle, including its body, frame, furnishing, mechanical, electrical, hydraulic, and other

operating systems to be maintained according to manufacturer's recommendations. CONTRACTOR shall cause any vehicle damaged in an accident or otherwise to be repaired or replaced immediately. CONTRACTOR shall, at its sole cost and expense, provide fuel, lubricants, repairs, parts, and supplies as required for the maintenance and operation of all vehicles.

3. All vehicles shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rules Chapter 14-90, "Minimum Requirement for Transit Coaches and System Equipment," attached hereto and incorporated herein as Exhibit "D." All parts of the vehicles and equipment mounted on or in the vehicles shall conform at a minimum to all applicable federal motor vehicle safety standards.

4. CONTRACTOR shall initiate and maintain an effective safety inspection program.

5. CONTRACTOR shall document maintenance activities and the cost of such maintenance activities for each vehicle utilized for service under this Agreement and provide said document to CITY with monthly invoices.

d. **Appearance of Vehicles.** All CITY vehicles, including back up vehicles, shall be similar in appearance and shall use a color scheme specified by the CITY. Vehicles shall be identified on the front, sides, and rear of the vehicles with signage or logos, including CITY'S logo, as CITY may from time to time specify. CONTRACTOR agrees that throughout the term of this Agreement the BCT logo and the Broward County assigned identification number (detailed in Article 8 herein), which will be provided by CITY, shall be conspicuously displayed on the rear of the vehicles at all times. CONTRACTOR shall assist in the cost of the initial exterior design by providing a $500 stipend per vehicle. Any subsequent design modification shall be at CITY'S sole cost and expense. Any buses used on a temporary basis as replacements for the regular buses must display wording on the exterior of the bus showing the name "City of Coral Springs." This signage may be in the form of a static cling sign.

e. **Inspection of Vehicles.** All vehicles shall be available for inspection by CITY prior to CONTRACTOR placing them in service and at any time thereafter at CITY'S discretion. CITY has the sole discretion to reject temporarily or permanently any vehicle which CITY deems unacceptable for reasons of safety, disrepair or appearance.

f. **Contractor's use of vehicles for non-CITY related events.** CONTRACTOR may use vehicles owned by CONTRACTOR for any non-city related transportation in the event of an emergency, provided that CITY'S logo is covered on all exterior surfaces. CONTRACTOR may use the vehicles owned by

CONTRACTOR for any non-CITY related special events, contracted service or non-emergency usage, provided it has notified CITY at least 15 days prior to such utilization, provided that the CITY's "logo" is covered on all exterior surfaces. In any event, CONTRACTOR'S uses of vehicles for either non-CITY related emergencies or special events shall not, in any way, interfere with CONTRACTOR'S performance of its scope and services hereunder. CONTRACTOR shall hold CITY harmless from damages, loss, expenses, and the like arising from CONTRACTOR'S utilization of the vehicles for non-CITY related events.

1.6 **Drivers.**

a. CONTRACTOR shall obtain a driving and criminal background check for all drivers from the State of Florida Department of Law Enforcement or other sources approved by the Contract Administrator. CONTRACTOR shall require its drivers performing services hereunder to notify CONTRACTOR within twenty four (24) hours of any conviction for any traffic violation (except parking). CONTRACTOR shall not employ a driver to perform Community Bus Service that does not meet the requirements of Florida law.

b. All employees operating a vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

c. CONTRACTOR shall not employ or retain any drivers or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, contains a conviction or plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

1. No more than one (1) moving violation in the last three (3) years*.
2. An at-fault accident in the last three (3) years*.
3. A Failure to Appear or a Failure to Pay in the last three (3) years*.
4. A Reckless Driving in the last seven (7) years*.
5. A Driving Under the Influence (DUI) in the last seven (7) years*. Two (2) convictions (lifetime) for DUI is an automatic disqualification.
6. A suspension in the last three (3) years*. One (1) suspension for PIP permitted.
7. A Manslaughter resulting from the operation of a motor vehicle.
8. A Hit and Run or Hit and Run with Property Damage.
9. A Reckless Driving causing injury.
10. A DUI causing injury.
11. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

* All time periods shall be rolling.

d. CONTRACTOR shall provide current copies of the following records of all employees that operate the vehicle(s) to the CITY. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

1. Driving record
2. Background Verification Record
3. Criminal Background Information
4. INS Employment Eligibility Form I-9

e. CONTRACTOR shall maintain, at all times, an up to date personnel file for each driver, which shall include the verifications of employment referred to above and the employee's driver's license number and expiration date. In addition, CONTRACTOR shall maintain, at all times, a current employment roster of drivers and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CONTRACTOR shall provide the Contract Administrator with each employee's name and driver's license number within five (5) calendar days prior to the onset of Community Bus Service.

f. It shall be CONTRACTOR's responsibility to ensure that all drivers and supervisors performing Community Bus Services comply with the following:

1. Strictly comply with the provisions set forth in this Agreement. In the event that a driver fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CONTRACTOR shall immediately prohibit the employee from operating a vehicle(s) to provide the Community Bus Service.
2. Vehicle(s) shall be operated by properly licensed operators. Drivers must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the vehicle(s) do not contain air-brakes.
3. Provide full utilization of vehicle(s) to disabled passengers.
4. Carry on their person at all times a valid Florida Driver's License for provision of passenger services; Commercial Driver's License Class A, B with a passenger endorsement, or C with passenger endorsements (provided the vehicle(s) do not contain air-brakes) issued by the State of Florida. All drivers shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.
5. Shall not operate any personal wireless communications devices while occupying the driver's seat or operating area.
6. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.
7. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

g. All drivers shall, during the term of the Agreement, possess the following qualifications and adhere to the following standards. CONTRACTOR shall immediately dismiss any driver from performing services under this Agreement if driver fails to maintain said qualifications or standards:

1. Minimum age of drivers shall be 19 years.
2. Drivers shall be capable of speaking, writing and understanding the English language fluently.
3. Drivers shall observe all requirements of the 1987 Federal Motor Vehicle Safety Act.
4. Drivers shall operate the vehicle in a safe and timely manner.
5. Drivers shall be courteous to all passengers and to the general public at all times and shall respond to passenger questions regarding the use of CITY'S Community Bus Services.
6. Drivers shall distribute or collect flyers, handouts, surveys, etc. as CITY may from time to time request.
7. Drivers shall wear clean and presentable uniforms, of any style as CITY may from time to time select, at all times while on duty.
8. Drivers shall not accept gratuities.
9. Drivers shall have a thorough knowledge of the transit system schedules, feeder bus routes and schedules, and major downtown building and activities.
10. Drivers shall assist disabled passengers entering and exiting the vehicles.
11. Drivers shall permit passengers to eat and drink in the vehicles, but drivers shall not permit passengers to smoke or play a radio in the vehicles (unless a passenger is using headphones with the radio).
12. Drivers shall not be convicted of a felony during the term of this Agreement, nor have any prior felony conviction for any violent or sexual offenses.
13. Drivers shall not test positive for illegal or controlled substance on a drug test administered by a responsible testing facility or in cooperation with the CITY'S drug testing program.
14. Drivers must successfully complete the required Operator Training prior to operating any vehicle(s) to provide the Community Bus Service set forth herein. Broward County will schedule and provide the training at no cost to the CONTRACTOR; however, CONTRACTOR shall be responsible for the payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certificate of Completion.
15. Drivers shall be retrained every two (2) years during the term of this Agreement (refresher training) at CONTRACTOR's sole expense.

h. CONTRACTOR shall obtain and provide the Contract Administrator with all required state and local permits and ensure that all drivers are properly licensed for the service which they are providing. CONTRACTOR shall ensure that all drivers meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90, attached hereto and incorporated herein as Exhibit "D."

ARTICLE 2

TERM OF AGREEMENT

This Agreement shall become effective on the date of award and shall terminate on February 28, 2027. CITY reserves the right to renew this Agreement for one (1) additional three (3) year term based upon CONTRACTOR'S acceptable level of performance and approved and available funding.

ARTICLE 3

COMPENSATION

3.1 CITY shall compensate CONTRACTOR at a rate of Seventy-Six Dollars and 75/100 ($76.75) per revenue hour, for each vehicle owned by CITY (through Broward County) o for the provision of services under this Agreement, as well as contracted service beyond the normal scheduled hours of service as described in Exhibits "A" and "B." The contract amount shall not exceed Five Hundred Fifty Thousand Seven Hundred Fifty-Eight Dollars ($550,758.00) per year.

3.2 On or before the fifth of each month, CONTRACTOR shall submit invoices to CITY documenting hours of revenue service provided by CONTRACTOR during the preceding month. CONTRACTOR shall also provide CITY with such additional documentation, which may be requested by CITY (e.g. ridership statistics, fuel usage, and maintenance records). Within forty (40) days of receipt and approval of such invoice, CITY shall compensate CONTRACTOR pursuant to the terms set forth herein. CONTRACTOR agrees to allow CITY to take a $0.50 per hour discount for invoices paid within thirty (30) days from the date of receipt of an invoice.

3.3 In the event that CITY requests CONTRACTOR to provide CITY service on any holiday described in Article 1, Section 1.4 above, CITY shall compensate CONTRACTOR at 1.5 times the hourly rate for hours operated on said days. CONTRACTOR shall submit invoice to: City of Coral Springs, 9500 West Sample Road, Coral Springs, Florida 33065, Attention: Development Services.

ARTICLE 4

PROJECT COORDINATION AND RESPONSIBILITIES

4.1 CITY'S Administrator and coordinator for this Agreement shall be the Director of Parks and Recreation, and CONTRACTOR shall accept instruction, authorization, and approvals from said Director or their designee.

4.2 CONTRACTOR has submitted in writing to CITY the name, address, and contact number of its project coordinator and a list of all personnel who will provide services under this Agreement, which list includes names, positions, and functions. CONTRACTOR shall have a continuing obligation to keep this information current by reporting to CITY on a quarterly basis during the Term of this Agreement.

4.3 CONTRACTOR represents that it has, or will secure, all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this Agreement.

4.4 **Drug and Alcohol Program.**

a. CONTRACTOR agrees to participate in Broward County's drug and alcohol testing program, or establish and implement, subject to the County's review and approval, its own drug and alcohol testing program that complies with 49 C.F.R., Part 655. In addition, CONTRACTOR agrees to produce any documentation necessary to establish its compliance with 49 C.F.R., Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Broward County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R., Part 655 and review the testing process.

b. CONTRACTOR agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the CITY, which certification is included in the CONTRACTOR's proposal attached hereto and incorporated herein as Exhibit "C," that it will have a Drug Free Workplace Program.

c. CONTRACTOR agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to the CITY, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the CITY by a date determined by the Contract Administrator, but no later than February 15th of each year. Additionally, CONTRACTOR shall provide quarterly reports to the CITY summarizing its drug and alcohol testing results and shall

permit the CITY or the Broward County Transit Drug and Alcohol Program Manager to inspect its records during site visits to ensure compliance with program requirements.

4.5 CITY shall print and provide route schedules to CONTRACTOR to be utilized to inform residents and passengers of the service.

ARTICLE 5

RECORDS AND AUDITS

5.1 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

5.2 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.**

5.3 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

ARTICLE 6

REPORTS AND DOCUMENTS

6.1 CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under this Agreement. CONTRACTOR shall provide the records to CITY on a monthly basis in the format approved by CITY.

6.2 CONTRACTOR shall record on a daily basis and report weekly to CITY all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

6.3 CONTRACTOR shall document passenger complaints, and any other actions taken to resolve such complaints and report the same to CITY on a weekly basis.

6.4 CONTRACTOR agrees to allow on-board surveys as may be requested by CITY from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

ARTICLE 7

PRE-SERVICE REQUIREMENTS

7.1 The following items shall be delivered to CITY by CONTRACTOR at least seven (7) days prior to the start of service and are subject to approval by CITY.

7.2 An operation manual for the services which describes all operations procedures and policies, include, but not limited to, the following:

a. Vehicle operating procedures
b. Communications operations procedures
c. Driver conduct
d. Safety procedures
e. Accident procedures
f. Administration and reporting procedures
g. Other operating procedures and policies as required for proper operation of the services:

1. Job descriptions for drivers and administrative personnel
2. Maintenance procedures for all vehicles
3. Training procedures for vehicle drivers

ARTICLE 8

SIGNAGE AND ADVERTISING

8.1 CONTRACTOR shall not place advertisements of any kind or nature on any vehicles without the prior written approval of the Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations as currently enacted or as may be amended from time to time. Additionally, CONTRACTOR, subject to approval of the Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for the Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

8.2 All vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

a. Above or beside the passenger entrance door(s)
b. On the exterior rear of the vehicle

c. On the exterior front of the vehicle
d. On the interior of the vehicle above the front windshield

8.3 Vehicle Route identification information must contrast in color with the background color to which they are affixed.

8.4 Vehicles shall display, at all times, destination signage specific to the route and the direction being operated if direction is applicable. The signage shall fit the opening as provided on the vehicle. An ADA-compliant route identification sign shall be displayed on the curb side of vehicles at all times.

8.5 CONTRACTOR shall maintain all interior signs placed by Broward County.

8.6 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the vehicles at all times.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

INSURANCE

9.1 Prior to commencing work, CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required by this Agreement.

9.2 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

a. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and Homes Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

b. Comprehensive General Liability Insurance with the following minimum limits of liability:

$ 2,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$ 2,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted.

c. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the work with the following minimum limits of liability:

$ 3,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

9.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

9.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

9.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

9.6 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

9.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

9.8 CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

9.9 CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

9.10 Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9.11 INSURANCE REQUIRED BY THE COUNTY.

a. CONTRACTOR shall maintain, at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "E" in accordance with the terms and conditions stated in this Article.

b. Such policies shall be issued by companies authorized to do business in the state of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CONTRACTOR shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

INDEMNIFICATION

9.12 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of CONTRACTOR or his subcontractors, agents,

officers, employees or independent contractors pursuant to or in the performance of the Contract.

9.13 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

9.14 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9.15 INDEMNIFICATION OF COUNTY: CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the County by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from the County, resist and defend such lawsuit or proceeding by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONTRACTOR under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

ARTICLE 10

CHANGES AND MODIFICATIONS

10.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are canceled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understanding between the parties.

10.2 Modifications to this Agreement must be made in the form of a written amendment signed by both CITY and CONTRACTOR.

ARTICLE 11

TERMINATION

TERMINATION FOR CAUSE AND DEFAULT

11.1 In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions in this Agreement, CITY shall give written notice by certified mail, return receipt requested to CONTRACTOR of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case CONTRACTOR shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

TERMINATION FOR CONVENIENCE OF CITY

11.2 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

ARTICLE 12

ASSIGNMENT, TRANSFER, OR SUBCONTRACTING

12.1 CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment, novation, or any other method, without prior written consent of CITY.

12.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY. Said approval by CITY shall not be unreasonably withheld.

12.3 CONTRACTOR is fully responsible to CITY for the acts/or omissions of persons directly employed by CONTRACTOR, as well as the acts and omissions of any subcontractors

and of persons employed by subcontractors or agents of CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY.

ARTICLE 13

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following at the respective places for giving notice, to-wit:

FOR CITY:
Gail Dixon
Purchasing Administrator
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065
Tel.: 954-344-1102
E-mail: gdixon@coralsprings.gov

Copy To:
Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065
Tel.: 954-344-1841
E-mail: rhunter@coralsprings.gov

FOR CONTRACTOR:
Kelly Gonzalez, CEO
Protransportation Inc.
d/b/a Prokel Mobility
1200 North Federal Highway, Suite 200
Boca Raton, Florida 33432
Tel.: (561) 506-5721
Email: kelly@prokelmobility.com

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CONTRACTOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement.

Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Agreement which shall permit the CITY or County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

14.2 To the extent that this project is assisted by the U.S. Department of Transportation funds, CONTRACTOR shall comply with the non-discrimination requirements in 49 C.F.R., Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.

ARTICLE 15

COMPLIANCE WITH LAWS, VENUE AND GOVERNING LAW

15.1 **Compliance with laws.** CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to this Agreement.

15.2 **Venue.** Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

15.3 **Governing law.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.2 The preparation of the Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16.3 CONTRACTOR and CITY agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall be reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations

set forth in this Agreement, the parties declare their intent to cooperate with each other in effecting the terms of this Agreement.

16.4 For the purposes herein, the parties agree that time shall be of the essence of this Agreement and representations and warranties made are all material and of the essence of this Agreement.

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

16.6 No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

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

16.8 All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use may require.

16.9 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16.10 All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference as if set forth in full.

16.11 Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement, independent, and not an employee, agent, or servant of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all time and in all places be subject to CONTRACTOR'S sole supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to CITY shall be that of an independent contractor and not as employees or agents.

16.12 CITY and CONTRACTOR agree to conduct and execute this Agreement in compliance with all-applicable local, state and federal laws, statutes, and regulations.

16.13 Where there is a conflict between any provision set forth within this Agreement and a more stringent state or federal provision, which is applicable to any services performed or to be performed under this Agreement, the state or federal provision, shall prevail.

16.14 **Permits, fees and notices.** CONTRACTOR shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

16.15 **Taxes.** CONTRACTOR shall pay all applicable sales, consumer use and other similar taxes required by law.

16.16 **Insolvency.** In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, the respective party shall notify the other party in writing within ten (10) calendar days of the occurrence of said event.

16.17 **Entire agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

16.18 **Severability.** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

ARTICLE 17

COMPLAINTS

17.1 CONTRACTOR shall display the County's Customer Service Center contact information signs conspicuously on each vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CONTRACTOR shall respond to complaints (excluding Title VI complaints) brought by persons or by the County on its own initiative or otherwise. In the event that complaints regarding CONTRACTOR's Community Bus Service are received by the County's Customer Service Center, the Contract Administrator shall forward the complaint to the CONTRACTOR upon receipt. Upon receipt of any complaint, from whatever source, CONTRACTOR shall conduct the necessary investigation and respond

in writing to each complainant. CONTRACTOR shall forward the results of such investigation and the complaint resolution to the Contract Administrator within three (3) business days.

17.2 CONTRACTOR shall comply with the County's formally adopted Title VI Notice and Complaint procedures. CONTRACTOR shall include the Title VI public notice ("Title VI Notice") on printed timetables, online and at major transfer locations. CONTRACTOR shall display the Title VI Notice conspicuously on each vehicle. In the event that CONTRACTOR shall receive any Title VI complaints the CONTRACTOR shall forward the complaint to the Broward County Transit Division Compliance Manager.

17.3 CONTRACTOR shall submit a monthly report to the Contract Administrator summarizing all complaints received during the past month.

17.4 At the request of the County, CONTRACTOR shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CONTRACTOR as expeditiously as possible.

ARTICLE 18

CONFLICTS

18.1 Neither CONTRACTOR nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

18.2 None of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against the County in any legal or administrative proceeding in which he, she or the CONTRACTOR is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude the CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. The CONTRACTOR shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

ARTICLE 19

MISCELLANEOUS COUNTY PROVISIONS

19.1 CONTRACTOR shall comply with each and every term, condition, duty and obligation imposed on CITY and CITY's Interlocal Agreement with Broward County for Community Bus Service Capital Assistance for Vehicle Lease, dated September 18, 2019, as amended from time to time.

19.2 CONTRACTOR shall comply with the requirements of 49 U.S.C. Section 5333(b) and implementing guidelines, Section 5333(b), Federal Transit Law, 29 C.F.R. Part 215, relating to public transportation employees.

19.3 CONTRACTOR shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

19.4 Should CONTRACTOR provide services involving animals, it shall comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Subchapter A, Parts 1, 2, 3, and 4, relating to protection of animals.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PROTRANSPORTATION INC., d/b/a PROKEL MOBILITY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Feb 6, 2024 09:41 EST)

SHERRY L. WHITACRE
Senior Deputy City Attorney

PROTRANSPORTATION INC.
D/B/A PROKEL MOBILITY

By: _____

Title: CEO

Print Name: KELLY GONZALEZ

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
PROTRANSPORTATION INC.

Filing Information

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Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/30/2015
Event Effective Date	NONE

Principal Address

1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Changed: 08/25/2015

Mailing Address

1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Changed: 03/02/2016

Registered Agent Name & Address

Goldblatt, Pearl
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Name Changed: 03/27/2017

Address Changed: 03/27/2017

Officer/Director Detail

Name & Address

Title CEO

GONZALEZ , KELLY
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Title President, Secretary

Goldblatt, Pearl
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2021	04/20/2021
2022	02/03/2022
2023	04/02/2023

Document Images

04/02/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
04/04/2019 -- ANNUAL REPORT	View image in PDF format
04/19/2018 -- ANNUAL REPORT	View image in PDF format
03/27/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
07/30/2015 -- Amendment	View image in PDF format
04/30/2015 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Agreement with Protransportation, Inc.

Final Audit Report 2024-02-06

Created:	2024-02-05
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9G5YAMQuMtVC6vtSLIU0JTBKxOoO22c8

"Agreement with Protransportation, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2024-02-05 - 3:27:13 PM GMT

Document emailed to KELLY GONZALEZ (kelly@prokelmobility.com) for signature
2024-02-05 - 3:28:09 PM GMT

Email viewed by KELLY GONZALEZ (kelly@prokelmobility.com)
2024-02-05 - 3:54:10 PM GMT

Document e-signed by KELLY GONZALEZ (kelly@prokelmobility.com)
Signature Date: 2024-02-05 - 3:55:00 PM GMT - Time Source: server

Document emailed to swhitacre@coralsprings.gov for signature
2024-02-05 - 3:55:01 PM GMT

Email viewed by swhitacre@coralsprings.gov
2024-02-05 - 7:04:53 PM GMT

Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-02-06 - 2:41:17 PM GMT

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2024-02-06 - 2:41:19 PM GMT - Time Source: server

Agreement completed.
2024-02-06 - 2:41:19 PM GMT

SCOPE OF SERVICES

RFP 24-B-074
LOCAL INTRA-CITY BUS TRANSPORTATION

SERVICES TO BE PROVIDED

- CONTRACTOR shall provide transportation services along the routes described in maps in exhibit "B". The routes may be amended from time to time at the sole discretion of the CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event the CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate. The City Manager or his designee is hereby authorized to amend the routes from time to time. Said amendment shall be documented in writing and incorporated as a part of an Exhibit.

- CONTRACTOR shall operate vehicles according to the hours specified in the route schedule as identified in Exhibit "B". Normal hours of operation are as follows:

    - Monday thru Friday, 8:00 a.m. to 6:00 p.m.
      Saturday, 8:00 a.m. to 5:00 p.m.
      Sunday, Noon to 5:00 p.m.

  The hours of operations may be amended from time to time at the sole discretion of the CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operations in a manner that does not result in substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate. The City Manager or his designee is hereby authorized to amend the routes from time to time. Said amendment shall be documented in writing and incorporated as a part of Exhibit "B".

- Buses must stop at all major bus stops along the scheduled route. Major bus stops will be determined by the Director of Community Development or their designee. Three (3) complaints by citizens stating the bus did not stop at a major bus stop will be grounds for termination of contract.

- Bus operators must make every effort to maintain the posted route time schedule.

- CONTRACTOR shall provide all vehicles (subject to approval by CITY), equipment, fuel, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. All vehicles to be used must be new or in like-new condition.

- Proposer must meet all requirements of Broward County Transportation Department for buses, drivers, insurance, and all other required reports. This includes yearly inspection of all buses and maintenance records for each bus.

- One bus shall be painted or wrapped in a blue color identifying the bus and the route. The other bus shall be painted or wrapped in a green color identifying the bus and the route.
- Each bus must be air-conditioned and meet all current ADA requirements.
- The buses shall be equipped with two-way communication between buses and supervisory personnel.
- Backup buses must be provided within 30 minutes to replace inoperable buses.
- Seating capacity on each bus will be for 20-30 passengers.
- Maintenance of the buses will be the responsibility of the contractor.
- All buses must be cleaned inside and outside daily.

Project Coordination and Responsibilities:

1. CONTRACTOR represents that it has or will secure all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this agreement.

2. CONTRACTOR shall comply with all applicable requirements of the United States Department of Transportation regulations for drug and alcohol testing. To the extent that any terms of the Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

3. CONTRACTOR shall ensure that all buses meet all requirements of Florida DOT rule Chapter 14.90 (minimum requirements for transit coaches and system equipment).

4. CONTRACTOR shall ensure that all bus operators meet all certification and licensing requirements. All drivers must be able to communicate fluently in English. Uniforms will be required. Drivers are required to attend and successfully complete Broward County's Training Program for drivers in Broward County's Community Shuttle Bus Program or an approved equivalent type of program.

5. Contractor should utilize buses that support alternative fuels as defined by the U.S. Environmental Protection Agency.

6. Contractor to perform additional services as may be required by the City

Reports and Documents:

1. CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under the Agreement. CONTRACTOR shall provide records to the City on a monthly basis in the format prescribed by the City.

2. CONTRACTOR shall record on a daily basis and report weekly to the City all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

3. CONTRACTOR shall document passenger complaints, and any other action taken to resolve such complaints and report the same to City on a weekly basis.

4. CONTRACTOR agrees to allow on-board surveys as may be requested by City from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

5. CONTRACTOR will maintain and supply all required records to the Broward County Transit System

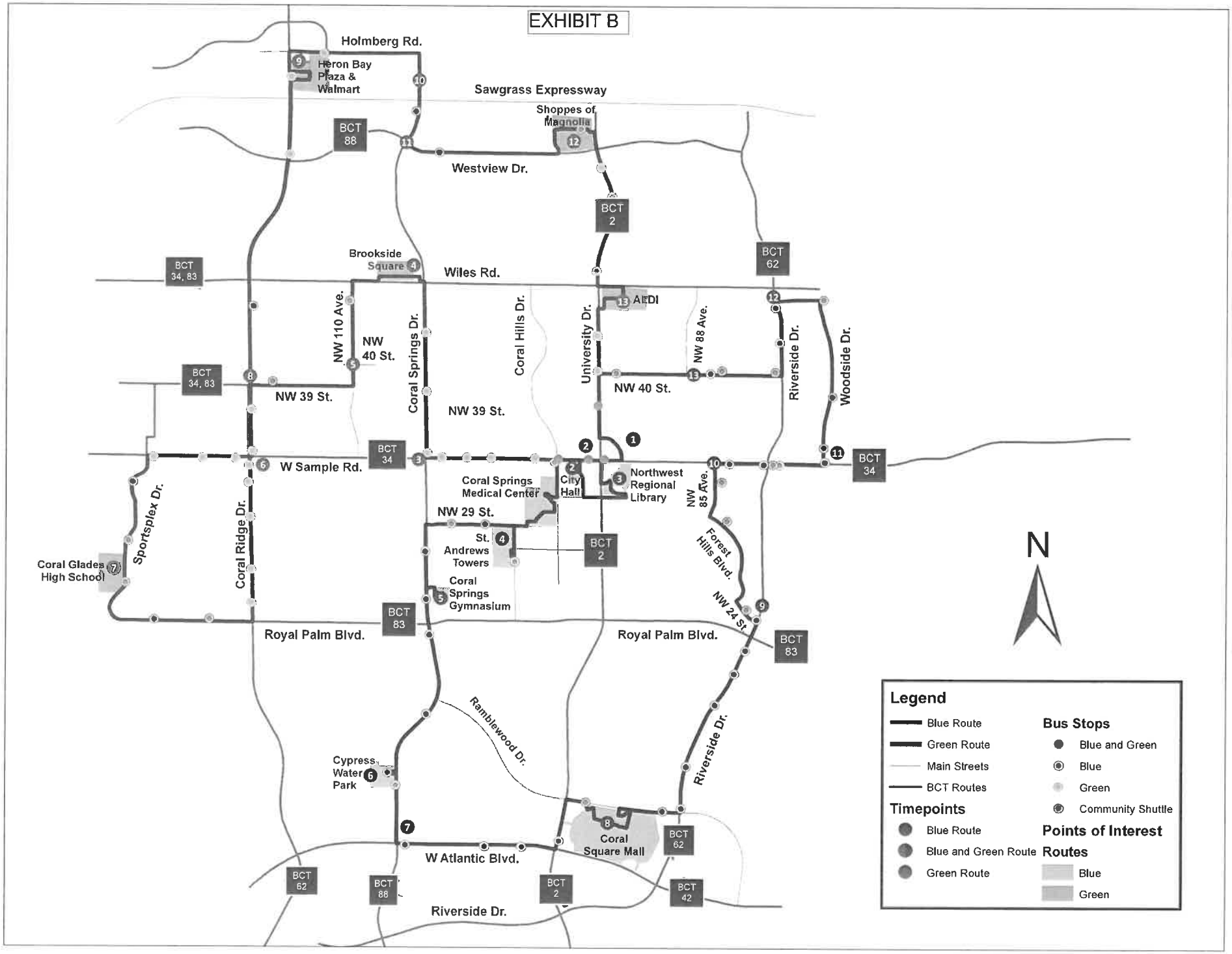


EXHIBIT B
Holmberg Rd.
Heron Bay Plaza & Walmart
Sawgrass Expressway
Shoppes of Magnolia
BCT 88
Westview Dr.
BCT 2
BCT 62
Brookside Square
Wiles Rd.
BCT 34, 83
ALDI
NW 110 Ave.
NW 40 St.
Coral Springs Dr.
Coral Hills Dr.
University Dr.
NW 88 Ave.
Riverside Dr.
Woodside Dr.
BCT 34, 83
NW 39 St.
NW 40 St.
NW 39 St.
BCT 34
W Sample Rd.
Coral Springs Medical Center
City Hall
Northwest Regional Library
NW 85 Ave.
BCT 34
Sportsplex Dr.
Coral Ridge Dr.
NW 29 St.
St. Andrews Towers
BCT 2
Forest Hills Blvd.
Coral Glades High School
Coral Springs Gymnasium
NW 24 St.
BCT 83
Royal Palm Blvd.
Royal Palm Blvd.
BCT 83
N
Ramblewood Dr.
Riverside Dr.
Cypress Water Park
Coral Square Mall
BCT 62
W Atlantic Blvd.
BCT 62
BCT 88
BCT 2
BCT 42
Riverside Dr.
Legend
Blue Route
Green Route
Main Streets
BCT Routes
Timepoints
Blue Route
Blue and Green Route
Green Route
Bus Stops
Blue and Green
Blue
Green
Community Shuttle
Points of Interest
Routes
Blue
Green

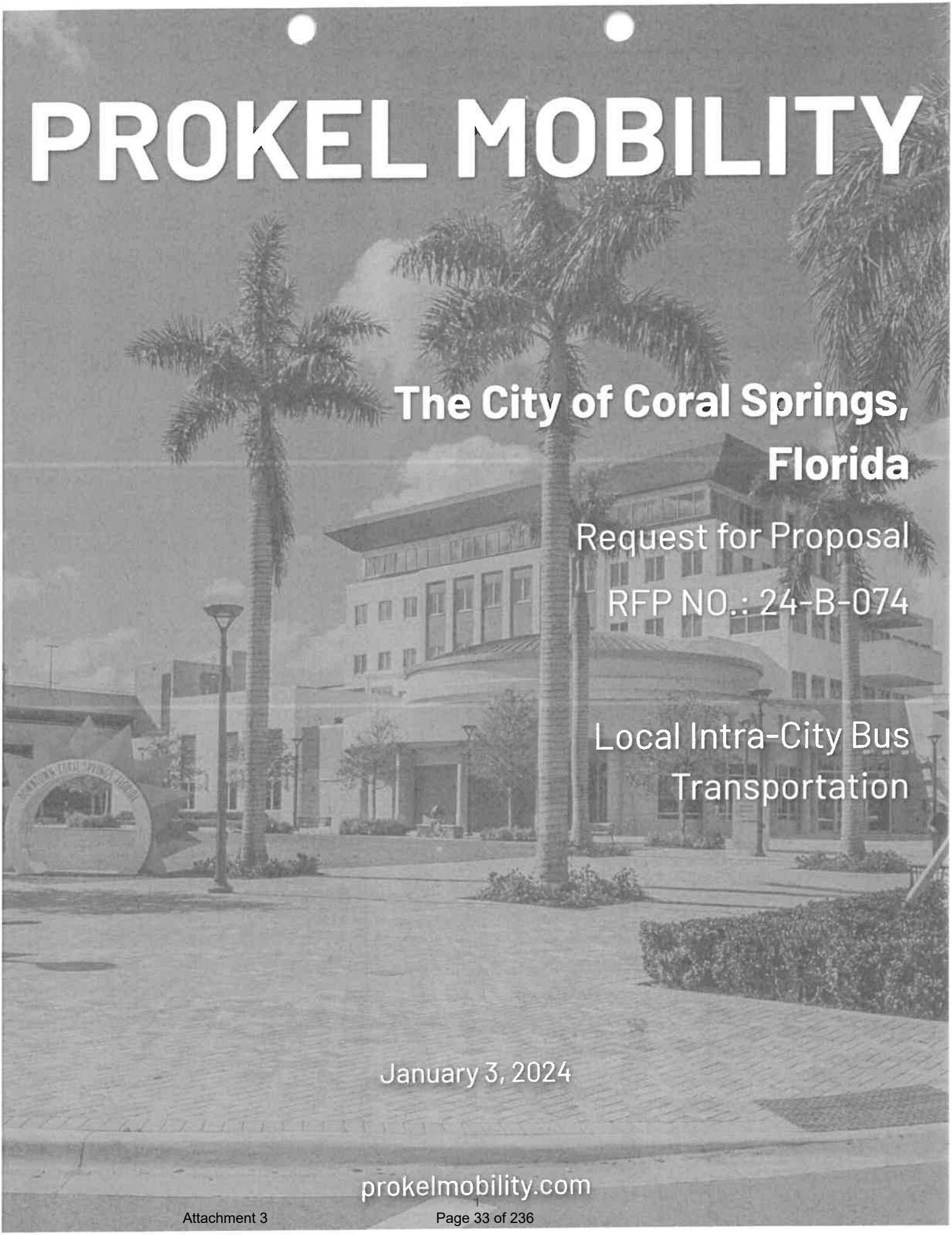
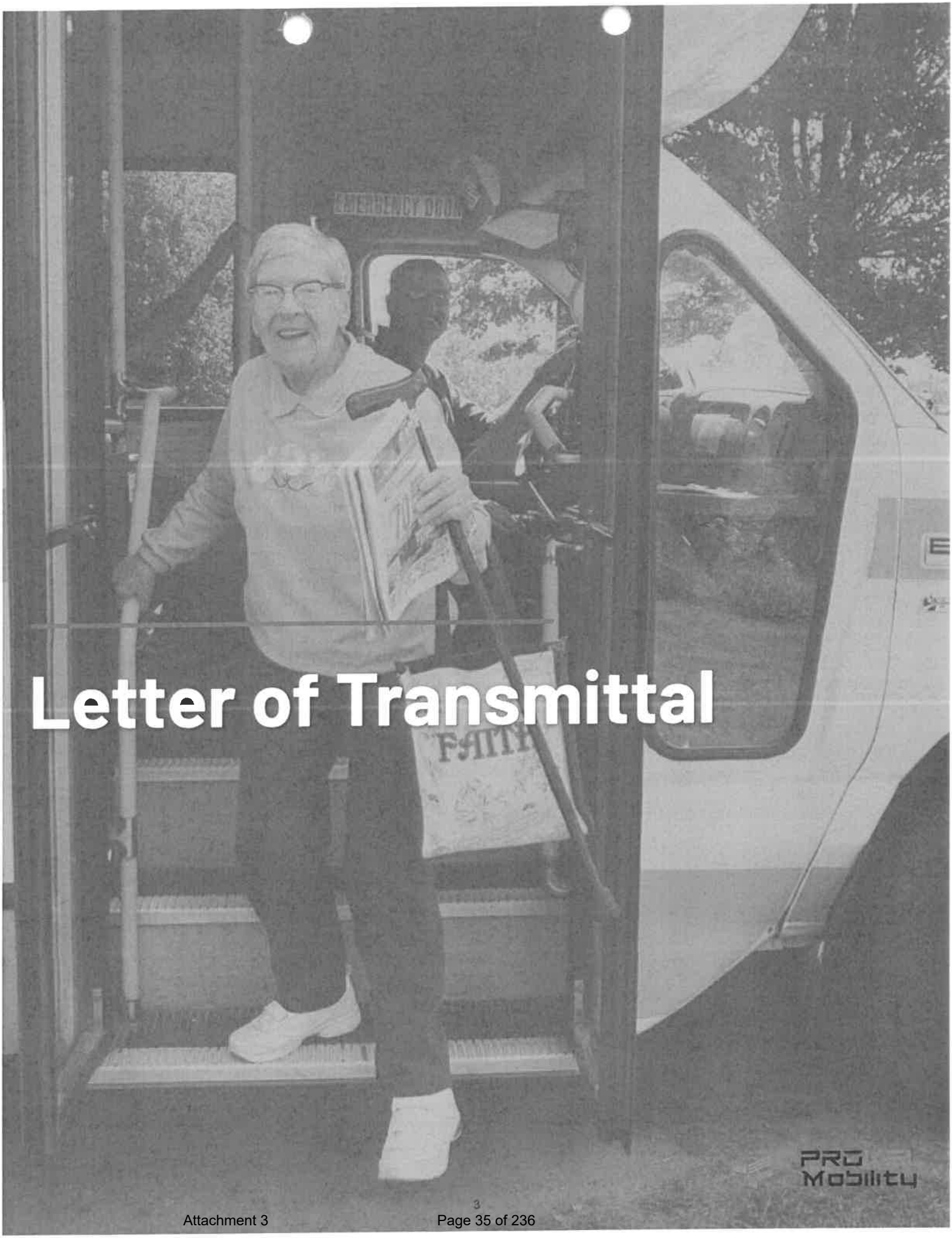

PROKEL MOBILITY
The City of Coral Springs, Florida
Request for Proposal
RFP NO.: 24-B-074
Local Intra-City Bus Transportation
January 3, 2024
prokelmobility.com

TABLE OF CONTENTS

Letter of Transmittal	3
1. Scope of Services Proposed	6
2. Firm Qualifications	52
3. References	80
4. Price Proposal	83
5. Proposal Copies	85
6. Addenda, Additional Information – Contact with City Staff	87
Forms and Attachments	95
Appendices	131
Appendix A: DriveCam Software	132
Appendix B: MobilEye Technology	154
Appendix C: Key Personnel Resumes	161





Letter of Transmittal

Letter of Transmittal

Dear Mr. Miguel Machuca,

Please find the enclosed proposal from ProKel Mobility in response to the City of Coral Springs, Florida's Request For Proposals for Local Intra-City Bus Transportation.

ProKel Mobility stands as a beacon of excellence in the realm of passenger transportation, renowned for delivering unparalleled customer service. With a rich tapestry of experience in safely and efficiently providing transportation services, ProKel embodies a management philosophy deeply rooted in the principles of "People, Partnerships, and Processes." This philosophy is not just a statement but a commitment to excellence, particularly in the public sector. The company's unique approach ensures that services are delivered and implemented to the highest standards, consistently achieving exceptional customer satisfaction. ProKel Mobility's unwavering dedication and commitment to communities and their passengers set them apart as not only capable but the best option for any transportation project.

Regarding the Coral Springs project, ProKel Mobility demonstrates a profound understanding of the city's specific needs. Acknowledging the city's goal to provide efficient intra-city bus transportation services, ProKel's team of transportation planning experts have meticulously tailored their proposal to align seamlessly with the requirements outlined in the RFP. This transportation model showcases ProKel's ability to address the unique challenges and demands of the project. With an eye towards enhancing community connectivity and passenger convenience, ProKel is poised to bring its wealth of experience and dedicated service to the Coral Springs community, ensuring the project not only meets but exceeds the expectations of the city and its residents.

Coral Springs will have the opportunity to partner with The Routing Company ("TRC") to bring TRC's transportation technology and their wealth of experience in transportation innovation to supplement our services. TRC comprises mathematicians, computer scientists, academics, transportation policy/grant advisors and shared ride experts. Members of TRC's team led the deployment of UberPool in over forty (40) locations worldwide and designed and implemented UberBus routes.

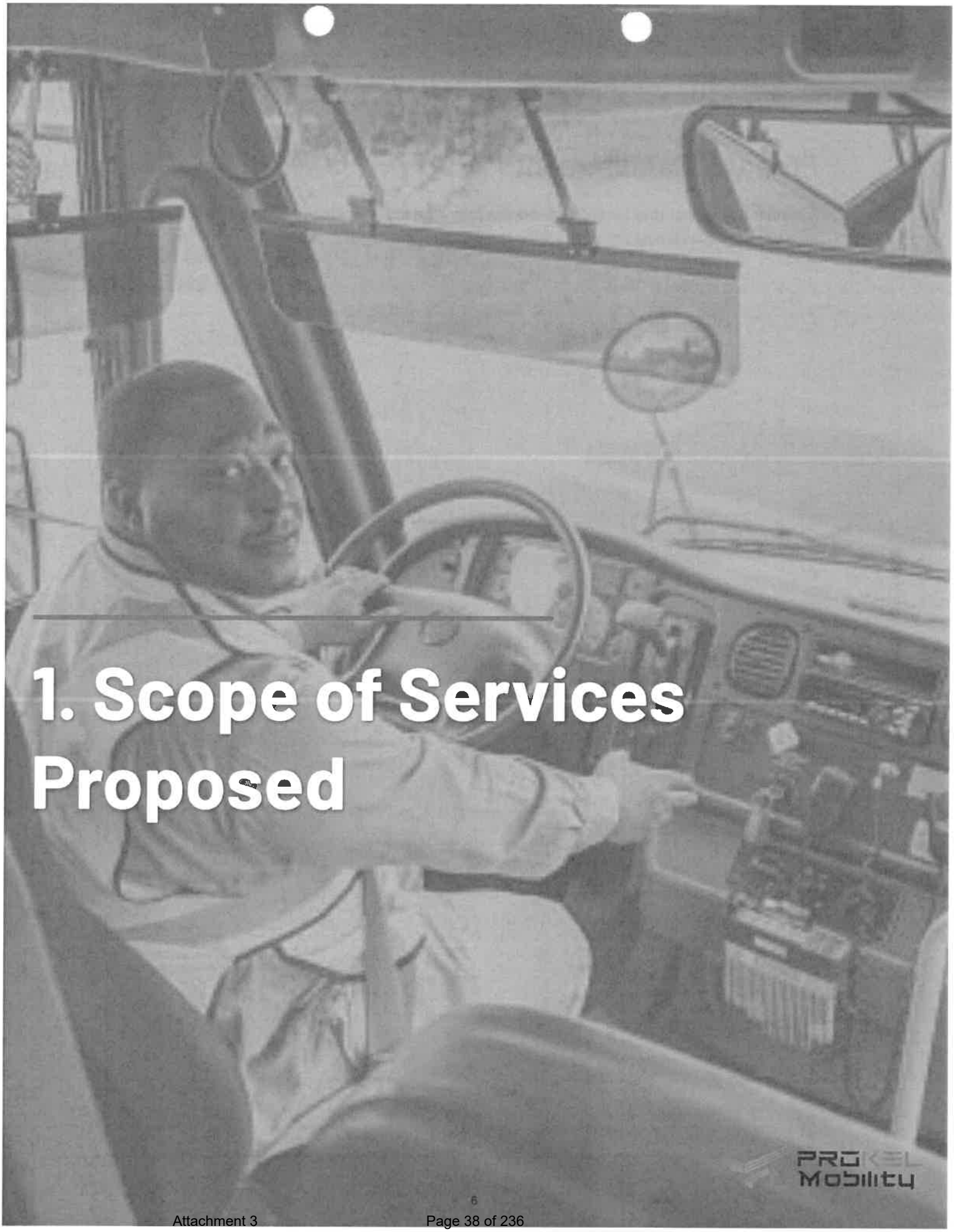
Should you have any questions about our responses or our proposal, please do not hesitate to reach out to me directly by emailing kelly@prokelmobility.com, or by calling 210-904-5082.

Sincerely,

Kelly Gonzalez, Jr.
Chief Executive Officer
ProKel Mobility

Proposal Requirements

Submitted proposal shall be organized in the following order and include all the attached forms as well the requested documents within the solicitation:



1. Scope of Services Proposed

1. Scope of Services Proposed

Clearly describe the scope of services proposed including details of your approach and work plans.

A brief statement is to also be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

ProKel understands the importance of adhering to the requirements outlined in the Inter-Local Agreement between the City of Coral Springs and Broward County and any future updates to this agreement. We acknowledge that this agreement sets forth specific obligations and standards crucial for successfully implementing and operating the bus transportation services. Our team has thoroughly reviewed the contents of Exhibit B, which details the Inter-Local Agreement, and we are fully committed to complying with all its stipulations.

To ensure our adherence to these requirements, we have established a dedicated compliance team within our project management structure. This team will be responsible for:

1. Regularly reviewing and staying updated on the Inter-Local Agreement and any amendments made to it.
2. Ensuring that our service delivery aligns with the terms and conditions of the agreement.
3. Coordinating closely with the City of Coral Springs and Broward County to address any compliance-related queries or concerns.
4. Implementing an internal audit and reporting mechanism to ensure ongoing compliance and to address any potential issues proactively.

We believe that our commitment to adhering to the Inter-Local Agreement, along with our expertise in providing high-quality transportation services, makes us a suitable candidate for this project. We are prepared to work collaboratively with the City of Coral Springs and Broward County to provide the community with efficient, reliable, and compliant bus transportation services.

ProKel's Solution for Coral Springs

As a locally based South Florida leading transportation firm, ProKel offers the City a unique opportunity to integrate our current local talent to support the Coral Springs shuttle operation. Our proposal is based on our intimate understanding of how operations currently exist today and offers solutions for improving Coral Springs's transit system in the future.

Stability Through the Transition

The new contract term will experience upgrades within the model change, wherein services are not just consolidated but new technologies will also be implemented. These changes will improve the overall passenger experience.

ProKel's transitional team will be on the ground sixty (60) days before the start date to ensure a smooth transition with minimal to no service disruptions. Knowing that ProKel's headquarters is less than four (4) miles away from the City of Coral Springs, there will be a veritable army of personnel and talent available to the City for the transition.

Our transition plan considers the following primary tasks:

- Recruiting, hiring and training current incumbent drivers and staff.
- Performing a review of all current communications procedures to understand how best to streamline operations and avoid delays.
- Reviewing the City's current standard operating procedures (SOPs) and adjusting them to reflect industry-standard best practices and operation under a fully coordinated, turnkey system.
- Retraining any transitioning drivers over to ProKel.
- Installing new state-of-the-art technology to ensure the City gets its true return on investment with an innovative partner focused on improving the community's shuttle service performance.
- Implementing the flexible route scheduling software options for City staff, ProKel will work hand-in-hand with the City to ensure route efficiencies are maximized, and transit optimization efforts are established on Day 1.
- Rolling out a passenger-facing application that gives riders instant access to their trips and trip options.
- Implementing a performance-focused training program in conjunction with TRC.

Productive TRC (The Routing Company Partnership and MIT Technology Integration)

THE ROUTING COMPANY

As previously mentioned, ProKel will offer the opportunity to partner with TRC to deliver an innovative approach to its operations plan. TRC's values align with ours in that their vision is to *Empower a community of any size, in any place and with any resources to meet the transportation needs of its people.*

TRC delivers on this mission through its groundbreaking algorithm, born from years of academic research at the Massachusetts Institute of Technology (MIT) and bolstered by state-of-the-art applications and dashboards. TRC's founder's algorithm focuses on the complex mathematical problem behind high-capacity, large-scale ride-sharing solutions and maximizes fleet utilization. The resulting algorithmic solution demonstrated a capability to match three (3) to five (5) times more riders (up to eighteen (18)+ at a time) to a fleet of shared vehicles in real time far more efficiently than any other routing technology available globally.

Regularly, TRC's deployments excessed five (5) passengers per vehicle revenue hour. There are two (2) features of TRC's technology that are relevant to this RFP:

1. **Transit Connect,** which allows service users to see and connect to other modes of transportation through our rider application.
2. **Deviated Fixed Route,** which allows operators to maintain their fixed route stop obligations while expanding the coverage area of the service by allowing vehicles to deviate from their route and pick up and drop off additional riders.

TRC's solution includes a **Rider App** ('Ride Pingo') and **Driver App** ('Drive Pingo') and an industry-leading Dashboard module where agencies/operators can manage every aspect of a TRC-powered service. In addition to these core components, TRC prides itself on being a true transportation partner with unmatched operating, analytics and marketing support from its team of transportation, ride-sharing and mathematical optimization veterans.

Launched in December 2020, TRC's transformative solutions:

- Have been launched in six (6) cities
- Now exist across three (3) continents
- Have two (2) deployments in the Seattle region, KITSAP Transit on Bainbridge Island (July 2021) and King County Metro (KCM) in Kent County (September 2021)

King County Metro is the seventh-largest transit agency in the US. TRC helps riders with the Trans perform multi-modal journeys by connecting KITSAP passengers to the local ferry terminal and KCM passengers to the fixed line network Connect feature. Since launching services in Seattle,

3,000 passenger accounts have been registered on the Ride Pingo App (the rider-facing booking/monitoring application).

Two (2) more TRC deployments are located in the Highlands and Islands, where they have partnered with West Coast Motors to deliver services in Dunoon and Campbeltown. The service that TRC helps power is serving fifteen (15) to twenty (20) times more people than it did pre-Covid without their technology. Additionally, TRC is contracted to launch another four (4) locations with West Coast Motors in the Highlands and Islands.

TRC's business model focuses on giving the **technological tools and resources to public transportation agencies** and operators that will allow them to independently adapt/change/expand their public transportation services. TRC is partnering with ProKel to provide a best-in-class mobility option accessible to everyone. This includes connecting with the region's other transportation services by leveraging TRC's one-of-a-kind ride-pooling algorithm.

Delivery

As collaborators in the delivery of transportation services, ProKel/TRC, is committed to delivering the highest-quality programming throughout all stages of the deployment. ProKel/TRC offers state-of-the-art technology and a white glove service to ensure the growth and longevity of deployments.

Methodology - Efficient Programming and Delivery

ProKel/TRC's methodology for program delivery revolves around four (4) key pillars:

(1) Assessment
(2) Implementation
(3) Evaluation
(4) Iteration

1. Assessment: This starts with understanding the local environment where our technology will be deployed. This means grasping the present transportation infrastructure, as well as the population demographics and the local economy. Most importantly, it is paramount to understand the stakeholders involved in the launch. This is not just limited to the operator and agency but also those listed below. *Please note that this is not an exhaustive list but indicative of the stakeholders ProKel/TRC will consider during the assessment phase.*

Transport	Commerce	Community	Tourism	Quasi-Government
Train, plane, ferry, taxis, bus and rambling operators Bike and boat shop owners Local transport partnerships	Business park workers/owners Major regional employers (Amazon, electric, call centers) Local high street shop owners Commuters	Volunteer groups Local counselors Community councils	Seasonal visitors Hotel owners/customers Visitor attraction site organizations Caravan parks	Local authority staff University students/teachers/ support workers Colleges/school attendees NHS staff

Additionally, ProKel/TRC will work closely with the deployment agency/operator to set individualized service goals. ProKel/TRC is keenly aware that different services aim to achieve different results, and as such, we are committed to ensuring that the appropriate service goals are set out at the beginning of each deployment.

2. Implementation: ProKel/TRC is proud of our product delivery speed and attention to detail. In our contracts with West Coast Motors (WCM), we launched in our first service zone within six (6) weeks of being contracted by WCM, including engineering additional features for their service. Following our launch in Dunoon, it only took us three (3) weeks to launch in our second service zone, Campbeltown. ProKel/TRC is confident we can implement our technology in five (5) weeks for the City of Coral Springs.

ProKel/TRC will develop comprehensive training materials for onboard drivers, operators, and agencies so that they can feel empowered to use our technology to its full potential. We are happy to discuss our training program in more detail at an interview if required.

3. Evaluation: ProKel/TRC is dedicated to ensuring that we are constantly improving our delivery and product for our partners and end-users. To ensure this, we do the following:

- Our team has a user experience researcher who routinely does qualitative field research with our partners and end-users to improve our processes and the usability of our product.
- Our engineers, operations and product managers make quarterly (decreases with market maturity) visits to our deployments to talk face-to-face with drivers, operators, agencies and end-users. This is demonstrated through our current work with West Coast Motors,

where we have conducted four (4) site visits with the Orkney Disability Forum, whom we visited on-site for our Pingo Lite project.

- We also heavily utilize the usage data from our apps to see usage patterns and determine which feature designs can be improved.

More broadly, we employ a passenger strategy where we systematically reach out to end-users for detailed feedback on their experience, either written or by telephone. To evaluate the economic, social, environmental and sustainability impacts of our technology, we use an amended version of the KOMPIS framework developed in Sweden by MariAnne Karlsson. The framework consists of four (4) questionnaires taken at different times during the deployment. The questionnaires can be undertaken either in person or online

4. Iteration: As explored in the operator-support section, ProKel/TRC conducts weekly meetings with agency/operator partners to discuss deployments. While we conduct a weekly review of the deployments, the above evaluation will occur after the first quarter (if not requested earlier). ProKel/TRC will present to the agency/operator an evaluation of the deployment's health and make any recommendations that we believe will help better meet their service goals established in the assessment period. We have currently completed our first iteration cycle with a project, which resulted in changes to the active bus schedule to accommodate growing demand.

Operations Plan

Service Excellence in Daily Operations

ProKel Mobility defines premium first-class service as safe, efficient and on-time transportation services performed by professional driver operators who are well-trained and focused on the customer. Throughout our daily operations for Coral Springs, we will incorporate proven approaches and solutions to continually provide the highest quality of service. Customer satisfaction – both for the passengers we serve and the City as our customer – is the criteria by which we will determine our success.

Service excellence in Coral Springs starts and ends with people – our employees and our passengers.

Service Plan

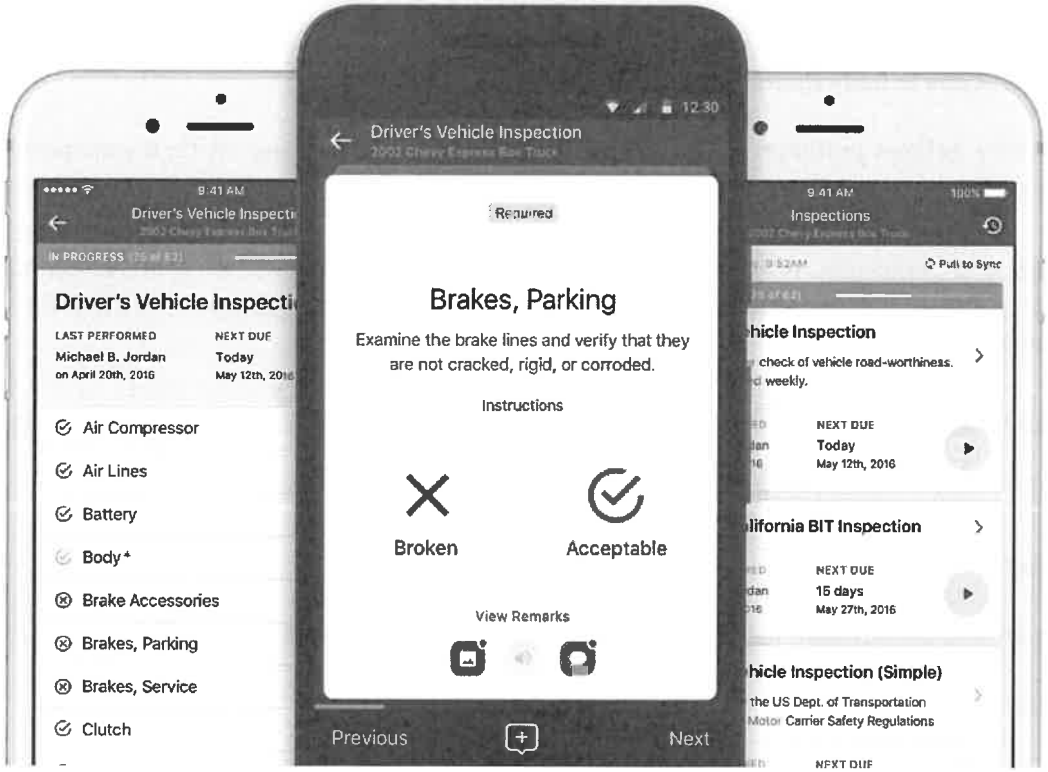
ProKel's proposed service plan includes the time-tested, proven elements outlined below.

Operator Check-In

When the operator reports to the ProKel transit facility, they will check in with the lead operator. The operator will radio the dispatcher, who will then mark the operator as present. The dispatcher will inform the operator of their vehicle assignment and provide any written notices regarding service adjustments, changes or announcements. Lead operators will perform a "fit for duty" review of each operator. This review includes a uniform check, reasonable suspicion evaluation and a review of each operator's license.

Daily Vehicle Inspections

When the operator arrives at their vehicle, they will initiate the daily vehicle inspection (DVI, or "pre-trip") using ProKel's Feetio wireless equipment on their company-issued wireless devices. All areas of the vehicle that are inspected and all results must be documented.



During peak pullout periods, at least one (1) lead operator is in the yard to oversee the DVI process. This person will monitor operators as they perform these inspections, respond to operators' questions, and ensure a timely and coordinated pullout.



If the operator detects an issue with the vehicle that presents a safety hazard or operational deficiency, the operator will notify a supervisor, who will then lock and tag out the vehicle in the maintenance cloud system. Vehicles will not be moved until a mechanic inspects and repairs any issues. Once maintenance addresses the issues or repairs the defect, the vehicle will be able to go back into revenue service pending maintenance approval.

If the vehicle the operator inspected was placed out of service, the operator will then use a spare vehicle to operate the service.

Dispatch and Route Initiation

A dispatcher/supervisor will be available during all hours of service to respond to issues and monitor service. Upon arrival at the first stop, the operator will check the scheduled time to ensure they are not ahead of schedule. If the operator is early, they will not leave the stop until the first scheduled departure time. Then, the operator will proceed to the next stop at the scheduled departure time. ProKel's dispatch/supervisory team will continually monitor service delivery in order to resolve any issues that may arise quickly.

End of Operator Shift

When the operator has completed their shift, they will notify dispatch/supervisor and head to the yard. The end-of-shift operator will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. The operator will then perform a post-trip inspection.

Standby Operators and Backup Service

ProKel's supervision, safety and maintenance programs minimize the number of delays, preventable incidents and road calls experienced in the system.

However, ProKel's team is prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of backup service. ProKel's operational plan offers the following measures to ensure service reliability, minimize deadhead and improve operational efficiency.

- Standby operators are posted and are available to relieve service in the event of an operator illness, roadcall or any incident that results in a vehicle being placed out of service for any extended period of time.
- When a standby service is required, the standby operator will respond directly to the scene of the incident and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until the shift ends or is otherwise directed by dispatch.

Backup vehicles are parked at the operating facility. These vehicles are available for use during a service disruption, such as a vehicle incident or roadcall.

Road Supervision



Road supervisors are responsible for disseminating critical information to the operator team, such as service changes and system announcements. They serve as the go-to resource for ProKel's operator team.

Road supervisors perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls and resolve passenger disputes as needed. Based on their findings for these various activities, the operations manager will administer progressive discipline.

Road supervisors will perform operator evaluations to ensure that each operator performs their job safely and correctly.

Road observations are unannounced and performed discreetly without disruption to service, and include the review types outlined below.

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are verified to ensure proper certifications are up-to-date and in the operator's possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess the operator's driving and safety skills on the road. Road supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operator's ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

Safety Program

ProKel's safety program promotes a comprehensive focus on a healthy and safe work environment, using the following elements:

- Safety policies for bus, facility and maintenance operations
- Best-of-class operator training and certified instructor programs
- Safety awareness driven by constant communication, recognition and education
- Regular inspections and compliance with regulatory requirements
- Risk reduction and security threat detection
- Exceptional support via the ProKel safety resource center.



Safety Policy Manual

ProKel's safety policies set forth operating guidelines that reduce workplace accidents, incidents and injuries. ProKel's Safety Manual comprises more than forty (40) policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/hazardous materials, operational safety practices and facility emergency management.

Furthermore, ProKel issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

Safety Training

ProKel's operator training is an instructor-guided program that integrates video education to clearly define the expectations for a ProKel operator. It contains twenty-five (25) core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the particular training needs of a client or operating environment; however, successful inclusion of the base program is required.

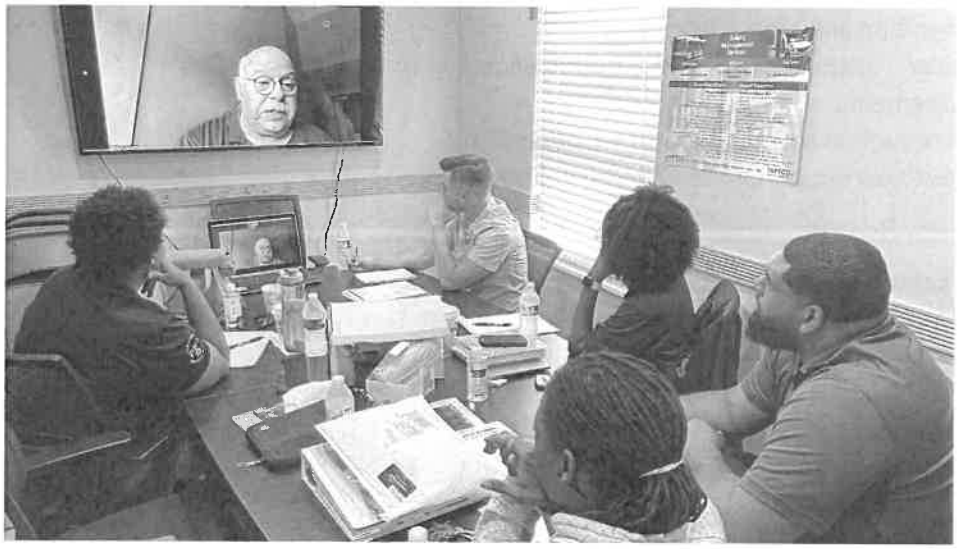
ProKel's customer-focused training ensures that every passenger receives service in a friendly and professional manner. Before operators get behind the wheel with a passenger, they will have to complete our service orientation training and service essentials customer service training. Along with customer service, operators must go through ProKel's award-winning and industry-recognized **TAPTCO** operating training program. The program is overseen by ProKel VP of Safety Frank Ciccarelli, who has over forty (40) years of experience overseeing national companies with 5,000+ drivers. The program will ensure the local safety manager is providing an operator training program that is consistent, puts safety first and is customer friendly.

Classroom training is followed by pre-driving skills, observation and behind-the-wheel training (where classroom training is implemented in the field).

This training defines the multiple performance standards that all trainees must meet. In addition:

- Each standard is described in detail.
- Checkpoints to success are outlined.
- Failure to achieve the standard is defined.
- Mastery tips for operators to use in operation are provided.

All operator training is facilitated by a ProKel FL 14-90 -certified training instructor.



Pictured above is ProKel Mobility Vice President of Safety, Frank Ciccarella, hosting a safety training update with the South Florida regional team.

Safety Awareness

Among our many initiatives promoting safe behavior, ProKel's strength lies in our approach to cohesive safety messaging and recognition. Although each of our operating locations has unique characteristics, all deliver a common message – ***safety is ProKel's #1 priority*** – and all use the same vehicles to deliver this message.

Daily Safety Message

Daily, a corporate-issued safety message is published and delivered to all ProKel locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.

Location Safety Committee

Each ProKel location has a Location Safety Committee (LSC). This committee works together to create and maintain a safe work environment for all employees.



Pictured is ProKel Mobility's Project Manager, Kelly Gonzalez, with local South Florida team members.

The LSC has a significant role in implementing ProKel's System Safety and Security Program and reducing and resolving location hazards. The LSC comprises one (1) or more representatives from each department and is facilitated by the project manager and safety supervisor. Our Director of Safety sits in on all the LSC meetings to ensure all concerns are addressed.

Safety Meetings

Safety meetings offer an opportunity to provide Florida 19-A Recertification Transit refresher training and address timely topics. All employees must attend this one (1)-hour meeting twelve (12) times per year. Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules.

All safety meeting topics are issued by ProKel's safety department and address topics in fleet safety (defensive driving, wheelchair securement, adverse weather) and injury prevention (drug and alcohol, back safety, heat safety).

Additionally, monthly safety tasks are assigned with the safety meeting schedule. These tasks include facility inspections, completion of annual OSHA logs and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion and supporting handouts and posters.

Safety Recognition Programs

ProKel offers safety-based programs that recognize employees for safe behavior, including those recognitions detailed below.

- **Cash Safety Bonus Incentives:** Operators exhibiting safe driving behavior will qualify for monthly cash bonus incentives. This encourages consistent safe driving habits in the workforce.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** ProKel's local management team will host safety blitzes and/or other employee events to promote safety messages.

Inspections and Compliance

ProKel complies with all federal, state and local safety environmental laws, regulations, rules, codes and orders required of its contracts and locations. ProKel will coordinate periodic external audits that may be required by these governing agencies. We have a superior record with these types of audits and welcome their visits.

ProKel also complies with each state's individual needs, specifically relating to environmental regulations regarding air, water and noise pollution and hazardous materials regulations.

In addition, the following federal agencies may conduct periodic audits:

- **The Florida Department of Transportation (FDOT)** issues regulations affecting transit operations, including those related to the Americans with Disabilities Act (ADA), drug/alcohol testing of employees and all FL 14-90 audits.

- **The Federal Transit Authority (FTA),** a Department of Transportation (DOT) agency that is responsible for federal funding (capital and operating) of transit authorities and oversight of those expenditures. The FTA also compiles safety data on all transit agencies.
- **The Federal Motor Carrier Safety Administration (FMCSA),** a DOT regulatory agency that is responsible for promulgating carrier safety standards and that has oversight of interstate carrier safety.
- **The Occupational Safety and Health Administration (OSHA)** develops and enforces federal regulations related to workplace safety, including maintenance shops, offices and field activities. ProKel is regulated by OSHA and is required to follow OSHA guidelines and all standards incorporated by reference in the Code of Federal Regulations.
- **The Environmental Protection Agency (EPA)** develops and enforces federal regulations related to air, water and noise pollution and hazardous materials regulation.

Risk Security Threat Reduction

System Security Awareness Classroom Training

ProKel's classroom training includes a thirty (30)-minute presentation of the Warning Signs video, produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.

This training video emphasizes the responsibility of transit professionals to extend the reach of law enforcement agencies in ensuring the safety and security of their transit systems.

Employees are taught to thoroughly inspect vehicles and work areas for anything out of place and to report anything suspicious. Stressing caution and common sense, the training gives guidelines for appropriate suspicion without profiling, observing a suspicious person's behavior, location and time, rather than their attire or skin color. The training also discusses suspicious packages, gives guidelines for identifying chemical and biological weapons, and what steps to take in the event of an emergency.

System Safety Program Plan (SSPP)

ProKel's System Safety Program Plan is consistent with federal, state and local regulations and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the FTA. A copy of this plan is available upon request.

The goals of ProKel's Safety Plan are to:

- Identify, eliminate, minimize and/or control safety hazards and risks
- Provide a superior level of safety in transit operations
- Support the safety efforts of the clients we serve
- Achieve and maintain a safe work environment
- Comply with all regulatory agencies' requirements

This program is audited biannually to ensure adequate overall compliance with the SSPP, operating rules, regulations, standards, codes and procedures.

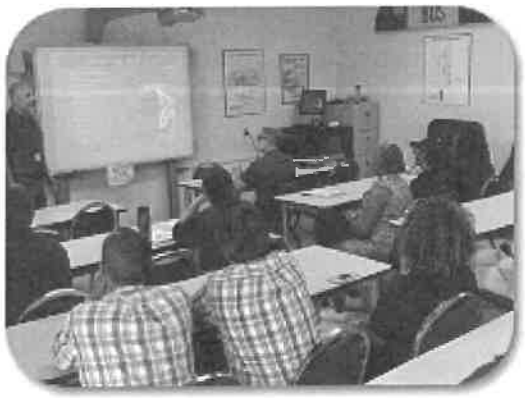
System Security and Emergency Preparedness Plan (SSEPP)

The System Security and Emergency Preparedness Plan is a set of comprehensive security goals, objectives and strategies that maximize the security of ProKel's passengers, employees and property. This plan is a blueprint for all security procedures. A copy of this manual is available upon request.

ProKel's SSEPP was developed in cooperation with the US Department of Transportation's Federal Transit Administration, Office of Transit's System Security and Emergency Preparedness Training and Technical Assistance Program

Driver Orientation and Training Program

ProKel's customer-focused training ensures that every passenger receives service in a friendly and professional manner. Before operators get behind the wheel with a passenger, they will have to complete our service orientation training and service essentials customer service training. Along with customer service, operators must go through ProKel's award-winning and industry-recognized **TAPTCO** operating training program. The program is overseen by ProKel VP of Safety Frank Ciccarelli, who has over forty (40) years of experience overseeing national companies with 5000+ drivers. The program will ensure the local safety manager is providing an operator training program that is consistent, puts safety first and is customer friendly.



Training Formats

The entire new operator training program comprises five (5) training formats:

- Classroom training
- Pre-driving skills
- Observation
- Behind the wheel (BTW)
- Cadet training

Classroom Training

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.



Pictured is Project Manager Kelly Gonzalez teaching the importance of pedestrian safety.

The video training is presented through an interactive, panel-hosted discussion led by ProKel personnel.

Topics include safety, defensive driving principles and techniques, hazard communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading and on-road procedures.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80% or higher in order to proceed to behind-the-wheel training.

Pre-Driving Skills

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

Observation

Observation training is provided to give students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

Behind the Wheel (BTW) Training

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW

training the student puts into practice what they have learned in the classroom and refines their driving skills with a certified trainer. During this period, the student must demonstrate mastery of twenty-five (25) specific defensive driving and performance skills before graduation.

Cadet Training

After completion of the behind-the-wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all onboard technology in service and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, major trip generators and the service area as a whole.



During this period, the trainee is closely monitored and receives their final road and training evaluation. Any areas of necessary remedial training are identified and documented.

Post-Training Testing and Remedial Training

Before a student is released into service, they are closely monitored and receive a final road and training evaluation. Recognizing that not every operator is 100% ready to enter revenue service after the base training program, ProKel offers up to forty (40) hours of remedial training. During the cadetting period, any necessary retraining areas are identified and administered based on this need.

Quality of Service

ProKel is dedicated to quality because of our commitment to our passengers and our community. Rather than gimmicks, we rely on proven operating processes and procedures to ensure a service that is stable and focuses on the important qualitative aspects – safety, reliability and customer service.

As the City's partner, ProKel is committed to providing high-quality services while developing cost-containment measures that will lead to a sustainable transit system. Our formal process improvement program seeks to identify areas of improvement in operations, dispatching, scheduling and administration and will deploy corporate resources to initiate sustainable improvement results.

ProKel's goals in implementing quality improvement measures will be to:

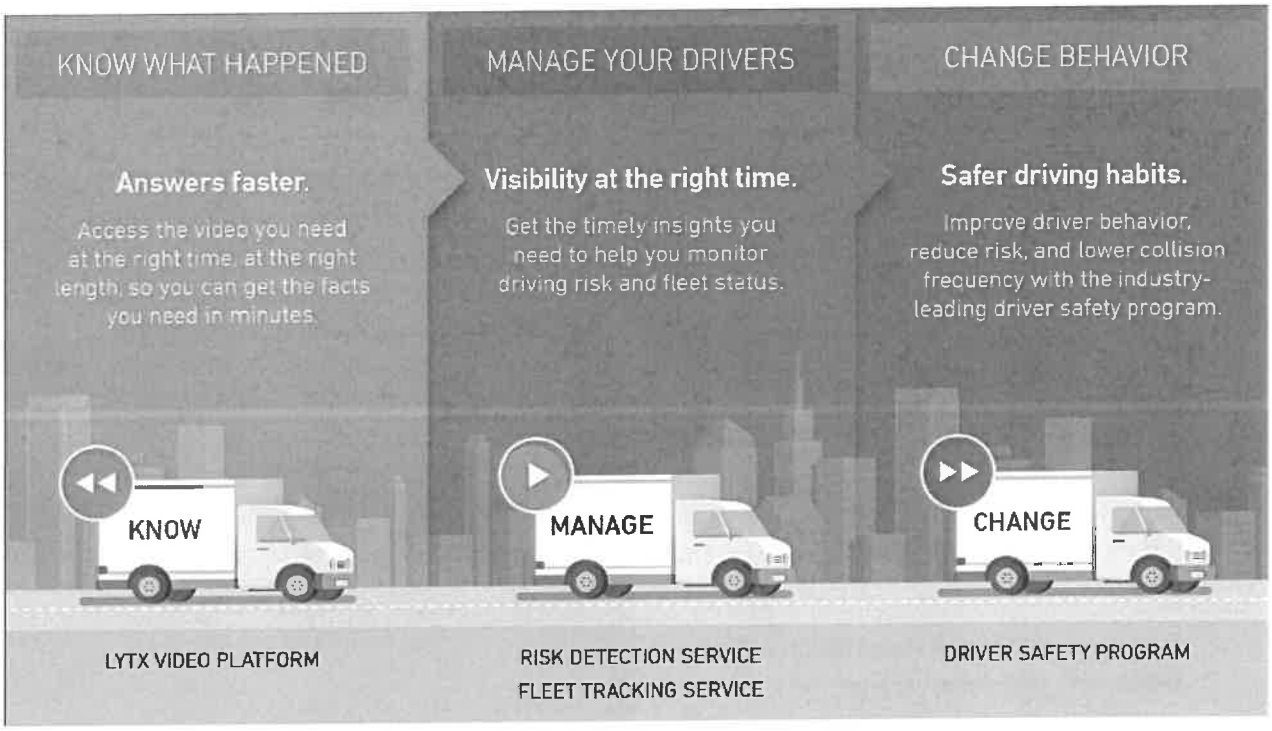
- Produce cost savings
- Increase efficiencies
- Improve safety performance
- Heighten quality of service
- Reduce waste
- Facilitate teamwork and communication
- Satisfy customers and stakeholders
- Improve working conditions and employee morale

New Proposed Technology

The below two (2) technology solutions are included as part of our commitment to the quality of service as it relates to the delivery of the contract services. The following technologies aim to improve passenger care through onboard monitoring systems as detailed below.

We have included short descriptions of these in **Appendix C: DriveCam Software** and **Appendix D: MobilEye Technology**.

Lytx DriveCam



The three (3)-part system addresses concerns for fleet management and safety by including the Lytx Video platform, Rise Detection Service/Fleet Tracking Service and the Driver Safety Program. All of these center around the DriveCam Video Event Recorder (VER).

DriveCam's DC3P Video Event Recorder



ProKel proposes using DriveCam's DC3P Video Event Recorder to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy and provides ProKel's management team with the information needed to refine and enhance training.

The DriveCam Video Event Recorder (VER) is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records. However, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).



Meet the first step in state-of-the-art fleet protection.

The Lytx DriveCam® event recorder is where it all starts.

This automotive-grade device does more than just capture video. It uses onboard algorithms to collect and process data and video, and distinguish normal driving from risky behaviors.

When triggered, the system saves data clips for a period of ten (10) seconds before and ten (10) seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the event (review,

DriveCam Video Event Recorder Features

- Onboard Posted Speed Database
- Real-Time In-Cab Feedback
- Risk Predict® Technology
- Collision Video Recording
- 4 GB Camera Storage
- Telematics
- Hotspot Mapping
- Operator-Activated Event Recording (panic button)

Lytx Video Platform	Risk Detection Service	Driver Safety Program	Fleet Tracking Service
The video facts fleets need – in minutes.	Monitor fleet risk with timely insights.	A proven approach to improving driving habits.	Improve customer satisfaction and safety - in one solution.
Gives users access video anywhere they have an internet connection.	Provides users with insights about driving moments that are important to track.	Helps change behavior by coaching drivers to be aware of their habits on the road.	Provides real-time fleet status so users can optimize productivity.
	All features of Lytx Video Platform PLUS:	All features of Lytx Video Platform and select features of Risk Detection PLUS:	All features of Lytx Video Platform PLUS:
• Immediately access up to 100 driving hours of video online from Lytx account - Continual recording - Live Streaming Video - 5 min per vehicle per month • Ability to add auxiliary cameras • Secure access to Lytx account, programs, services and data • Gateway to manage drivers, vehicles, select configurations and administrative functions	• Dashboard displays the categories that are contributing to risk, frequency by count and trend, per Group. (April/May) • Event List provides a summary of exception-based events generated by vehicles drivers including accelerometer, speeding, rolling stop and third-party ADAS triggered events. • Extend Events: Get 30-seconds before and 30-seconds after exception-based events (when Continual Recording is activated) • No coaching workflow	• Prioritized coaching tasks • Prescriptive coaching workflow • Human review identifies behaviors and outcomes • Reports: Safety and performance, Drivers, group, and program status reports, Industry benchmarking • Scores: Coaching effectiveness help users monitor efficacy • Program management and support • Program reviews, ROI analysis • Insight dashboards	• Real-time vehicle location • Route replay • Locate closest vehicle • Custom geo-fences with real-time alerts • Real-time and past vehicle location data • Fuel management reports (available with J1939 ECM connection) • State mileage data extracts

lytx.

score and comment on each event) for ProKel's management to use in coaching operators and improving operator safety.

Events are stored on a web-based portal for a ninety (90)-day period. Afterward, all events are archived on in-house servers for historical data retention.

We implement edge-to-cloud machine vision and artificial intelligence [MV+AI] technology that is intentionally designed and developed to solve specific challenges fleets like yours care about.

Lytx solutions are powered by the world's largest video and driving database of its kind in a single platform. Our database is driven by +500K vehicles, 20 years of experience, and billions of miles of driving data.

Lytx is pioneer and leader in video telematics industry, and holds over 120 issued and pending patents.
https://www.lytx.com/en-us/patents

Mobile Friendly



Optimized for tablet touch screens

login.lytx.com



Single sign-on for all your Lytx accounts

Hablamos Español



Choose your language in browser settings

User Feedback



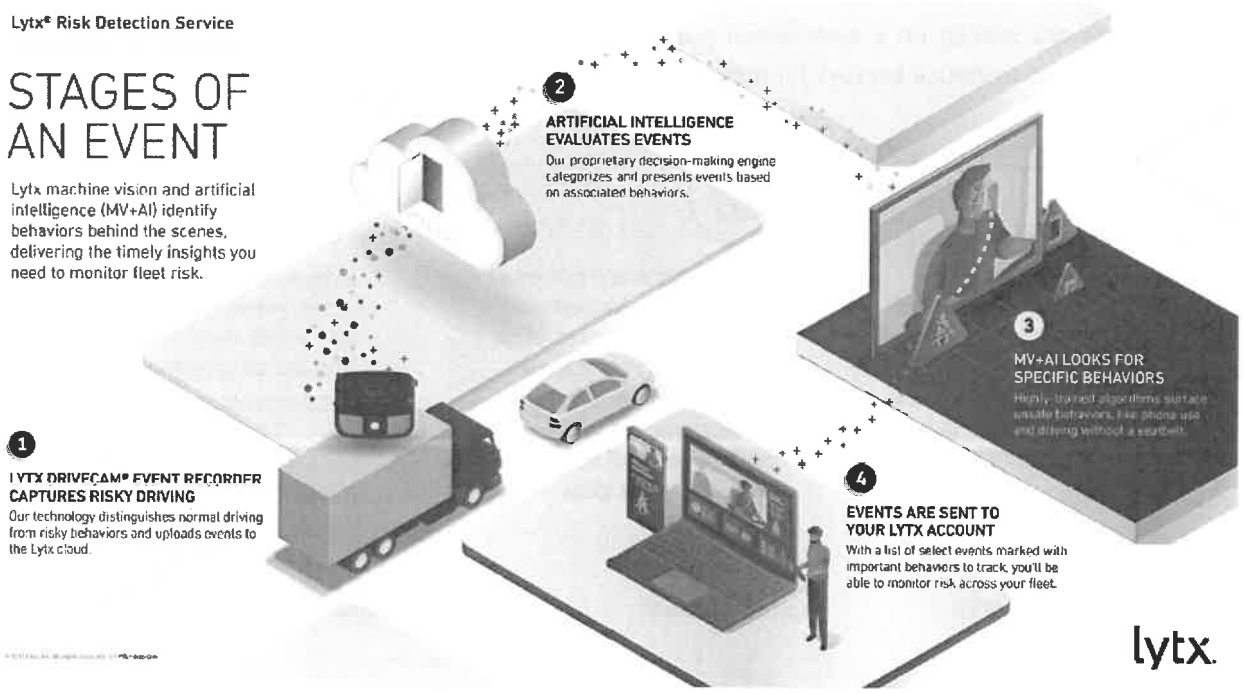
Clients comments can help us prioritize

The Lytx Video Platform gives you instant access to data and video – on demand. Continual recording means continual protection.

The Lytx Video Platform is mobile friendly, which means you can access your program from mobile devices, such as tablets or smartphones anywhere you have an internet connection.

Lytx provides a livestream option, which provides a real-time view of what's happening on the road.

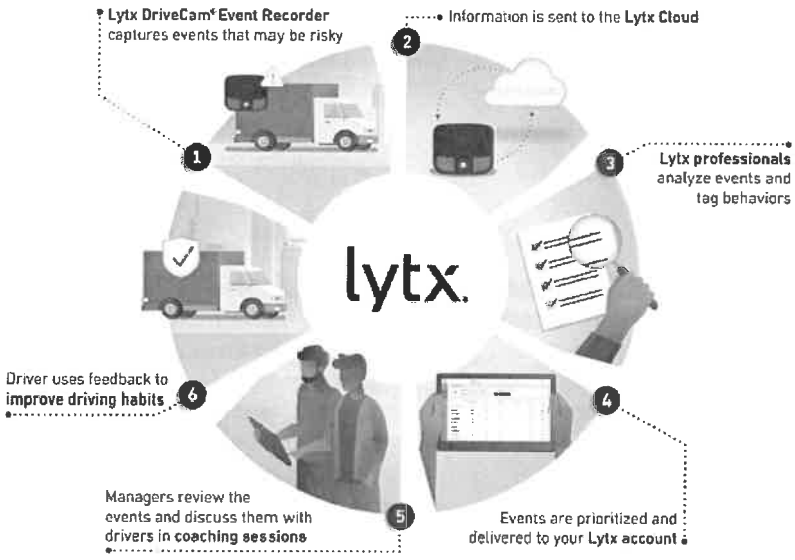
Risk Detection Service System



As described in the graphic above, the Lytx DriveCam Event Recorder will help assist drivers and program managers with improving driver behavior and providing insights that will reduce fleet risk over time.

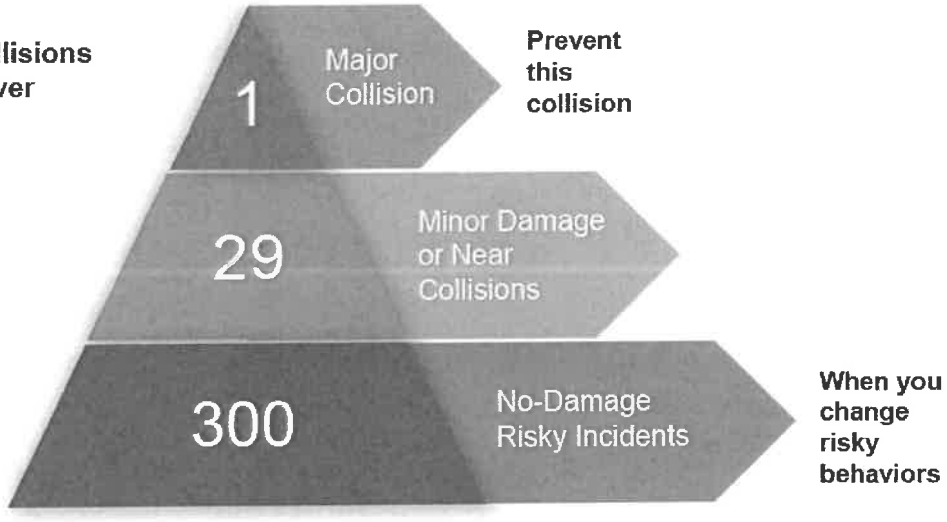
The system works to leverage AI and machine learning to ensure that any event is communicated to the management team, ensuring transparency and accountability.

Wrapping this accountability into a larger driver education and training system will ensure that our performance always improves.



SAFETY PYRAMID

Help prevent collisions by changing driver behavior before causing a major incident



Source: H.W. Heinrich, Industrial Accident Prevention: A Scientific Approach.

Lytx and ProKel know that preventing accidents, especially those with major collisions, is a matter of reducing the general number of accidents by getting down to the core of the driver-based issues that cause them. As the above graphic shows, ProKel knows that immediately changing behavior through the use of the DriverCam system will lead to fewer Major Collisions by stopping the behavior when it leads to lesser, No-Damage Risky Incidents. We will bring this focus onto the Coral Springs opportunity.

Mobileye Collision Avoidance System



ProKel is pleased to offer the **Mobileye collision avoidance system**. **Mobileye**, an Intel company, is a windshield-mounted camera that detects other vehicles, pedestrians and lane divisions in real time. This system includes the following capabilities within the driver's view to assist and promote safe driving.

PEDESTRIAN & CYCLIST COLLISION WARNING

Alerts drivers of an imminent collision with a pedestrian or cyclist

HEADWAY MONITORING & WARNING

Helps drivers keep a safe following distance from the vehicle ahead and alerts them if the distance becomes unsafe

FORWARD COLLISION WARNING*

Alerts drivers of an imminent collision with a vehicle or motorcycle ahead, both on highways and in urban areas

LANE DEPARTURE WARNING*

Alerts drivers when there is an unintentional deviation from the driving lane

SPEED LIMIT INDICATOR**

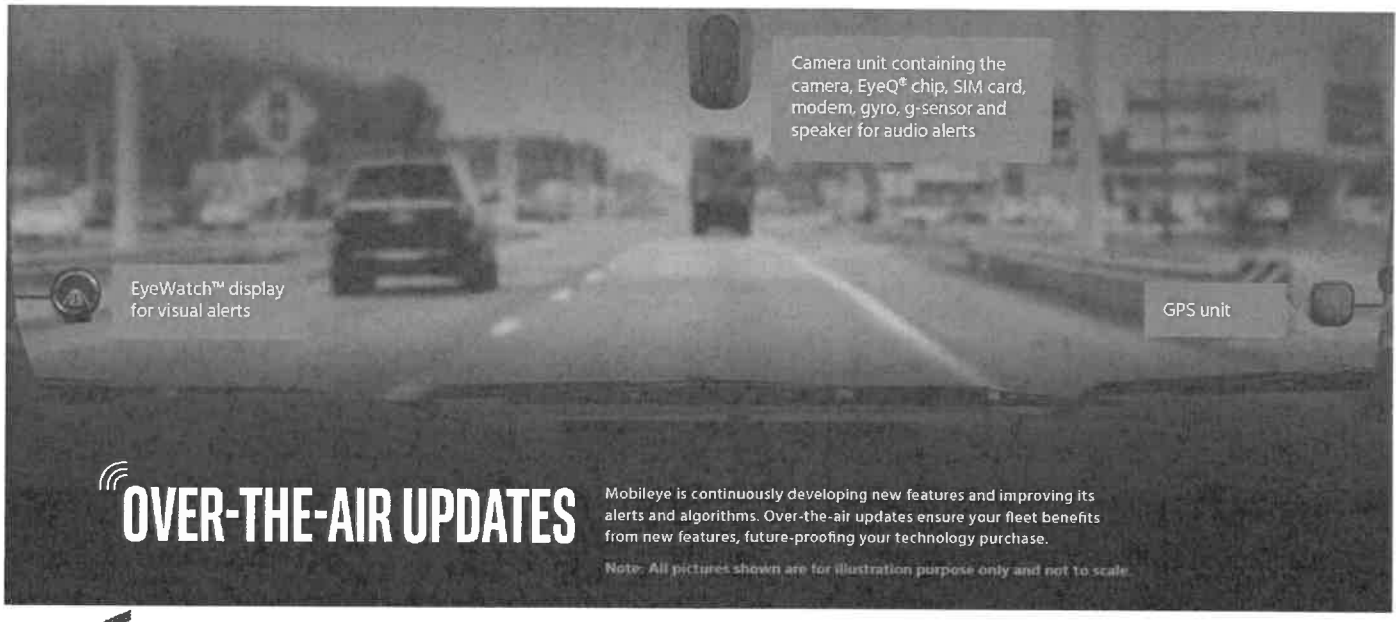
Recognizes speed limit signs, and notifies the driver, both of the new speed limit and if they exceed it

New! DAY&NIGHT DETECTION

Mobileye 8 Connect can detect pedestrians and cyclists at night!

*Night detection requires a minimal amount of light and does not operate in complete darkness.

*Meets NHTSA's guidelines.
**Detects signs declared valid by the Vienna Convention on Road Signs and Signals.



Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93% of all accidents are a result of human error, with nearly 80% resulting from operator inattention in the three (3) seconds preceding the accident. In an estimated 40% of rear-end collisions, no brakes were applied. Further, 60% of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory warning when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit

This warning signals the operator to apply the brakes to avoid collisions.



Safety Reporting with Mobileye



Mobileye also allows for capabilities such as geofencing, tracking and other features that are centralized within one (1) easily accessible system. All of this adds to a capability to provide in-depth, on-demand reporting that is functional, useful and can drive decision-making processes.

Safety

With alert data metrics you'll have greater insight into drivers' progress on unsafe habits such as tailgating, near misses, harsh braking and lane changes without signaling

Tracking

With track-and-trace features, you can ensure our vehicles stay on route and conduct step-by-step analysis to determine route efficiency and safety

Insights

Our safety reports make it easy to identify which drivers could benefit from extra training and which might be rewarded for safe driving

Boundaries

Geo-fencing allows you to set pre-defined limits for drivers, ensuring that your vehicles stay within a prescribed area

How They Work Together

Additionally, with its intelligent high beam control, Mobileye automatically switches high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the operator's reaction will trigger DriveCam to



begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.

Adjustments to Service

The company will provide services under an agreement with the City and will keep the City advised on any matters of importance, service adjustment or recommendations. The City has the final authorization on the service parameters.

Service Dispatching

A dispatcher will be available during all hours of service to answer the telephone, and provide ongoing support to vehicle operators comprising signing in and out, vehicle route assignments, incident management and road calls.

Changes to Service Parameters

ProKel understands that the City reserves the right to revise and/or add any service parameters similar to the parameters outlined in the City's RFP as needed in order to meet service needs and regulations. ProKel may propose ideas to improve the use of City vehicles during revenue service.

Complaints

Complaints Received by ProKel

Expedient response to all complaints, comments and commendations is critical to customer service excellence. ProKel's personnel will report all passenger complaints and operational problems to the City's project manager/point of contact within twenty-four (24) hours of discovery. All employees are taught to exhibit professionalism and care when receiving a complaint.

The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for their time.

ProKel will immediately take appropriate actions and begin an investigation of all complaints to determine validity. Complaints that are serious in nature will immediately be brought to the attention of the City. Depending on the nature of the complaint, either the general manager and/or the regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one (1) or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint.
- Conversation with all operators, dispatchers, road supervisors and any other staff involved in the situation.

- Review any vehicle camera clips related to the event.
- Review of any call recordings relating to the event.
- Review of all dispatch logs, trip sheets/manifests.

All steps taken during the investigation will be documented and filed. If the results of the investigation yield a validated complaint, a copy of the complaint documentation is filed in the affected employee's/employees' employment file(s), and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeat, valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City and the complaint will be logged and submitted with all monthly reports, as required.

Complaints Received by the City

The City will also document passenger comments/complaints, log them into a customer service database and forward the copies to ProKel for investigation and response either via email, fax or other direct delivery.

Within two (2) working days of receiving a documented customer comment, ProKel will provide the City with all required information regarding the bus operator's name, bus number and location via email, hard copy or fax. We will document a response to the comment, noting any personnel actions such as discipline or retraining that will occur. After the City acts upon such complaints, the City will provide ProKel with summary information from its complaint database.

Should they occur, ProKel will always be timely and thorough in resolving passenger complaints.

Below is an example of the complaint form:

CUSTOMER SERVICE REPORT

NUMBER

☐ COMMENDATION
☒ COMPLAINT
☐ INQUIRY
☐ LOST + FOUND
☐ OTHER

PROKEL Mobility

DATE RECEIVED	TIME RECEIVED	DATE LOGGED	FUNDING SOURCE SELECT ONE	FEEDBACK SUBTYPE	RESPONSE DATE

DATE OF INCIDENT	TIME OF INCIDENT	BOOKING ID	VEHICLE NO	RUN	VALID	PROVIDER
			N/A	N/A	☐Yes ☐No	MV

SCHEDULE EARLY	SCHEDULE LATE	ORIGIN	DESTINATION

CUSTOMER NAME	ADDRESS	TELEPHONE BUS: RES: CELL	TAKEN BY / NOTE

DETAILS

INVESTIGATION

REPLY TO CUSTOMER

EMPLOYEE INVOLVED	EMPLOYEE NO	INVESTIGATED BY	TELEPHONE	DATE
Driver:				

Maintaining Professional Customer-Facing Personnel

ProKel's personnel will be professionally dressed in the uniforms provided. Employees are directed to present a professional appearance at the start of each service day.

Reporting

ProKel will follow and adhere to the City's reporting requirements as it relates to project records, which shall be owned by the City and will remain available to authorized City staff at no additional charge. We understand that reporting will be subject to inspection, audit and analysis at the City's discretion. As required, ProKel will maintain all records within the area, and make them available to the City for four (4) years following final payment.

Financial Records

ProKel will establish and maintain, within a separate account, all project expenditures and any other relevant financial records or documents that conform to the FTA Uniform System of Accounts.

Invoices

ProKel's Trolley Project Manager, Thomas Stringer, will submit monthly invoices to the City within ten (10) calendar days of the following month for services rendered during the reporting period. We will also maintain records for routes in the city. ProKel's invoice will detail the number of hours and bus miles within the City. We understand that additional invoicing methods may be required during the contract term.

Payroll Edit Reporting System

ProKel has developed an **in-house system called ProKel Payroll** which interfaces with third-party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed, allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced.

In addition, ProKel uses software in both its corporate office and operating locations. Our software includes general ledger, accounts receivable and accounts payable. This **scalable software** allows for growth without capacity concerns. The web-enabled feature allows ProKel management to selectively determine which processes and controls should be centralized versus decentralized.

We ensure **proper data backup** and cloud storage of data backups in the event of a fire or other catastrophic event. ProKel's IT team will set up the local computer network to ensure proper connectivity, security levels, password protection and local technical support. We will work with the City MIS staff in whatever manner necessary.

ProKel is able to **meet the FTA/NTD reporting requirements** and currently provides these reports to clients who receive federal funding and are required to submit them. We use the accepted FTA sampling methodology and have systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual.

Vehicle Repair Tracking

The maintenance clerk will complete AM and PM down lists to track vehicles that need repairs or maintenance. These logs will help track the vehicles and the turnaround time to minimize downtime and ensure that the vehicles will be repaired in a timely manner. Once repairs have been completed, vehicles will be inspected and put back into service and a repair order will be completed. This repair order will be updated in the maintenance system which tracks the individual vehicle's repair history. All driver vehicle reports will be stored in the maintenance department as part of the vehicle's permanent history once the defect has been corrected.

Types of Reports and Submittal

The table below summarizes the reports required by the City followed by the requested submittal date.

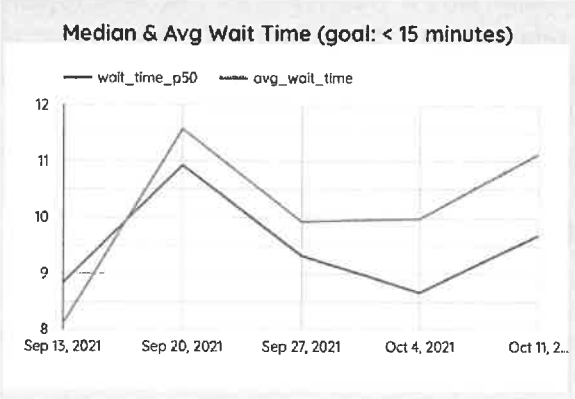
Report	Submittal Date
Daily Operations Report	No later than 12:00 PM on the following business day
Daily Trip Reports	No later than 12:00 PM on each Tuesday for the previous seven (7)-day period
Monthly Report	No later than the tenth day of the following month
Operator Reports	Daily (at all times)
Performance Reports	At the City's request

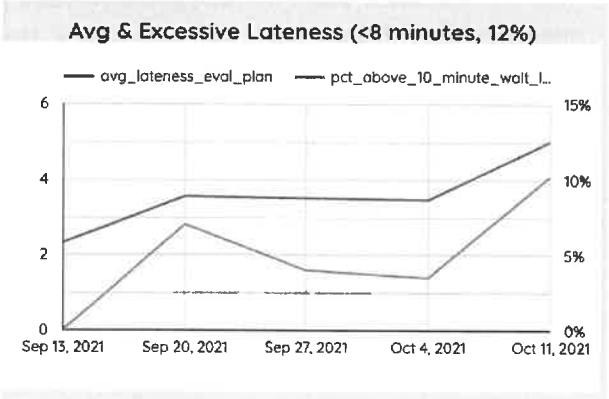
Quality Assurance and Quality Control Proposals

As explored in the above methodology section, at the outset of any deployment, ProKel/TRC will create service level agreements with the City, and we will ensure the quality of our services against these metrics each week.

These service level agreements may be aspirational (i.e., service level goals to work towards, such as lowering telephone bookings or increasing passengers per hour) or minimum requirements (i.e., metrics that the service should not exceed or go below, such as maximum wait time before pick-up or maximum number of unfulfilled).

As an example of the above, one of the service metrics requested by another transportation partner was to avoid wait times for passengers in excess of fifteen (15) minutes and for the arrival time to be under eight (8) minutes (12% greater) compared to if they took a taxi directly to their destination, as the graphs below demonstrate.





With regard to training, ProKel/TRC provides completion certificates for each module of the dashboard and for each feature of the driver app. We **repeat this training on a yearly basis** and as part of our product roadmap, we intend to automate this procedure so that drivers are prompted with questionnaires in-app and dashboard users are taken to virtual environments to test their knowledge about the system.

Coverage Area Expansion

ProKel is excited about the prospect of not only improving the quality of the service we deliver to the City but our innovative approach, as outlined above greatly expands the footprint of our shuttle service. This service will extend the coverage to more of the City's traditionally underserved communities, allowing riders to request a deviation from the shuttle's typical route.

- With The Routing Company technology that ProKel plans to introduce, the coverage area for the shuttle services expands substantially to cover more of the City without drastically increasing the size of the fleet. This service will allow for more of the community, including traditionally underserved communities, to take full advantage of the City's public transportation system.

I. Statement Of The Work

Services Required by CITY: CITY requires one (1) independent contractor to provide a program that will achieve but not necessarily be limited to the following goals: furnish buses and drivers to provide local intra-city bus transportation service.

ProKel acknowledges the City's requirement for an independent contractor to deliver a local intra-city bus transportation service. We are prepared to provide a comprehensive program that includes furnishing buses and qualified drivers to meet the transportation needs within the city. Our focus is on delivering a reliable, efficient, and safe transit service that caters to the daily travel needs of the city's residents and visitors.

II. Scope Of Services

- **Provide local intra-city bus transportation service on two selected routes in the City.**

ProKel will operate local intra-city bus transportation services on two (2) selected routes within the City. We have reviewed the specific requirements for these routes and are ready to deploy a fleet of buses along with professional drivers to ensure consistent and quality service on these designated routes.

- **Normal hours of operation are as follows:**
    - **Monday through Friday, 8:00 a.m. to 6:00 p.m.**
    - **Saturday, 8:00 a.m. to 5:00 p.m.**
    - **Sunday, Noon to 5:00 p.m.**
    - **See Exhibit A for routes and schedule.**

We have taken into account these operational hours in planning our service schedules and staffing. ProKel will ensure that all services are conducted within these timeframes to provide dependable and accessible transportation for the city's residents and visitors. For detailed route information and schedules, we will refer to Exhibit A, as provided in the proposal documents.

- **The selected vendor will provide the City and Broward County Department of Transportation with a monthly report on the number of passengers using each bus daily and by the hour.**

ProKel understands and agrees to the requirement of providing the City and Broward County Department of Transportation with comprehensive monthly reports detailing the number of passengers using each bus. These reports will be meticulously compiled, offering insights on a daily basis and broken down by the hour. Our approach to fulfilling this requirement includes implementing accurate and reliable passenger counting systems on each bus. This technology will enable us to capture precise data on passenger numbers, ensuring the accuracy and reliability of the information we report. Additionally, ProKel will designate a team member responsible for data analysis and report generation, ensuring that these reports are not only accurate but also easy to understand and informative. ProKel maintains open and transparent communication with the City and Broward County Department of Transportation. We believe that these reports will not only fulfill the reporting requirement but also provide valuable insights for future transportation planning and operational improvements.

Safety Reporting with Mobileye



Mobileye also allows for capabilities such as geofencing, tracking and other features that are centralized within one (1) easily accessible system. All of this adds to a capability to provide in-depth, on-demand reporting that is functional, useful and can drive decision-making processes.

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- **The selected vendor must meet all requirements of Broward County Transportation Department for buses, drivers, insurance, and all other required reports. This includes yearly inspection of all buses and maintenance records for each bus as referenced in Florida DOT rule Chapter 14-90.**

ProKel is fully committed to adhering to the requirements set by the Broward County Transportation Department for the operation of buses, ensuring that our drivers, insurance standards, and reporting practices align with their guidelines and the stipulations outlined in Florida DOT rule Chapter 14-90. This commitment includes the rigorous yearly inspection of all buses in our fleet, as well as the meticulous upkeep of maintenance records for each vehicle, to ensure they meet the highest safety and operational standards. We understand the importance of maintaining comprehensive insurance coverage as mandated by the Broward County Transportation Department, and we pledge to conduct our operations with the utmost attention to safety, compliance, and efficiency. Our adherence to these standards is a cornerstone of our operational philosophy, reflecting our dedication to providing exceptional and reliable bus transportation services in Coral Springs.

Service Plan

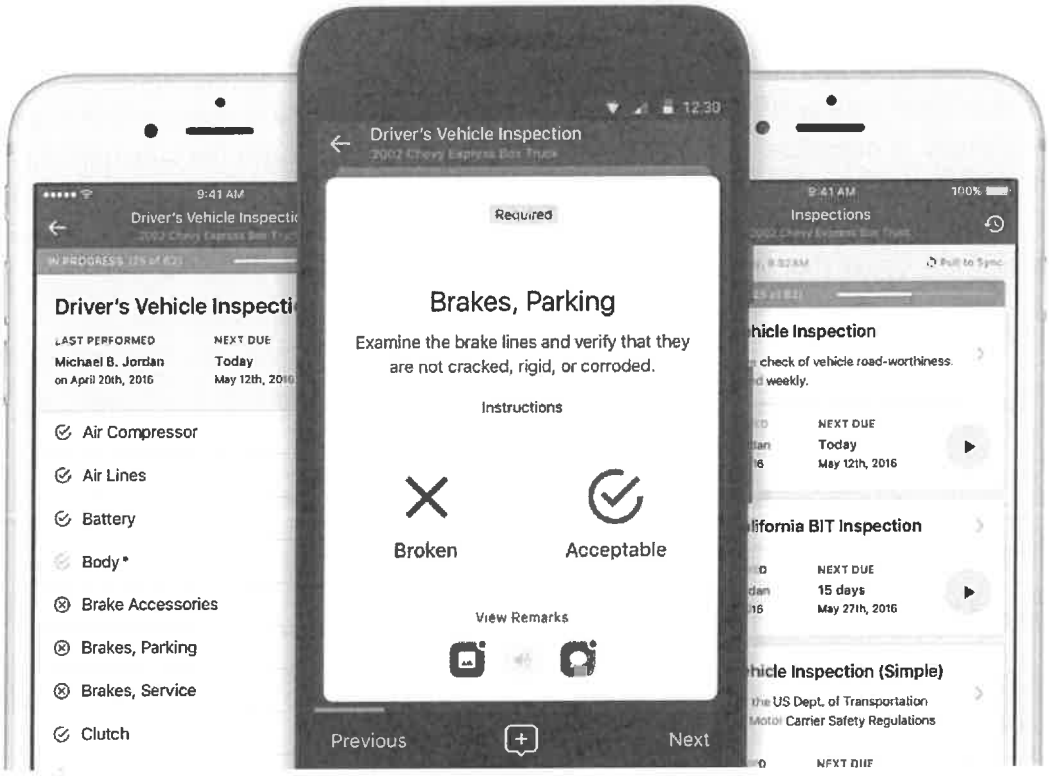
ProKel's proposed service plan includes the time-tested, proven elements outlined below.

Operator Check-In

When the operator reports to the ProKel transit facility, they will check in with the lead operator. The operator will radio the dispatcher who will then mark the operator as present. The dispatcher will inform the operator of their vehicle assignment and provide any written notices regarding service adjustments, changes or announcements. Lead operators will perform a "fit for duty" review of each operator. This review includes a uniform check, reasonable suspicion evaluation and a review of each operator's license.

Daily Vehicle Inspections

When the operator arrives at their vehicle they will initiate the daily vehicle inspection (DVI, or "pre-trip") using ProKel's Feetio wireless equipment on their company-issued wireless devices. All areas of the vehicle that are inspected and all results must be documented.



During peak pullout periods, at least one (1) lead operator is in the yard to oversee the DVI process. This person will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.



If the operator detects an issue with the vehicle that presents a safety hazard or operational deficiency, the operator will notify a supervisor, who will then lock and tag out the vehicle in the maintenance cloud system. Vehicles will not be moved until a mechanic inspects and repairs any issues they might have. Once maintenance addresses the issues or repairs the defect, the vehicle will be able to go back into revenue service pending maintenance approval.

If the vehicle the operator inspected was placed out of service, the operator will then use a spare vehicle to operate the service.

Dispatch and Route Initiation

A dispatcher/supervisor will be available during all hours of service to respond to issues and monitor service. Upon arrival at the first stop, the operator will check the scheduled time to ensure they are not ahead of schedule. If the operator is early, they will not leave the stop until the first scheduled departure time. Then, the operator will proceed to the next stop at the scheduled departure time. ProKel's dispatch/supervisory team will continually monitor service delivery in order to resolve any issues that may arise quickly.

End of Operator Shift

When the operator has completed their shift, they will notify dispatch/supervisor and head to the yard.

The operator ending their shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. The operator will then perform a post-trip inspection.

Standby Operators and Backup Service

ProKel's supervision, safety and maintenance programs minimize the number of delays, preventable incidents and roadcalls experienced in the system.

- **One bus shall be painted or wrapped in a blue color identifying the bus and the route. The other bus shall be painted or wrapped in a green color identifying the bus and the route.**

ProKel acknowledges and will adhere to the specific requirement of painting or wrapping one bus in blue and another in green, with each color scheme corresponding to its respective route identification within the City of Coral Springs. This color coding will not only distinguish each bus but also facilitate easy recognition and route identification for passengers. In executing this, ProKel will ensure that the painting or wrapping of the buses is done professionally, using high-quality materials that reflect the visual identity and branding guidelines provided by the City. The process will include a clear and prominent display of route information on each bus, enhancing the overall user experience and aiding in route navigation for residents and visitors of Coral Springs. ProKel is committed to maintaining the aesthetic and functional aspects of the buses, ensuring they serve as a reliable and easily identifiable means of public transportation.

- **All vehicles to be used must be new or in like-new condition.**

As we understand the Addenda, the vehicles will be provided by the County.

- **Each bus must be air-conditioned and meet all current ADA requirements.**

ProKel is committed to ensuring that each bus in our fleet is equipped with air conditioning and fully meets all current Americans with Disabilities Act (ADA) requirements. We understand the importance of providing a comfortable and accessible transportation experience for all passengers. To this end, our buses will feature efficient air conditioning systems to maintain a pleasant environment, particularly crucial in Florida's climate. In alignment with ADA standards, we will ensure that our buses are accessible to passengers with disabilities. This includes but is not limited to, features such as wheelchair lifts or ramps, appropriate seating arrangements, and other necessary accommodations to ensure accessibility. ProKel prioritizes inclusivity and is dedicated to providing a service that is accessible and comfortable for all members of the Coral Springs community.

- **The buses shall be equipped with two-way communication between buses and supervisory personnel.**

ProKel acknowledges the requirement for the buses to be equipped with two-way communication systems, facilitating direct and continuous contact between the buses and supervisory personnel. We understand the critical importance of this feature for ensuring operational efficiency, safety, and effective response in various situations.To meet this requirement, each bus in our fleet will be outfitted with a reliable and user-friendly two-way communication system. This technology will enable real-time communication between our drivers and the supervisory team, allowing for immediate reporting of any issues, coordination of route changes if necessary, and swift response to any unforeseen circumstances. ProKel is committed to leveraging advanced communication technologies to enhance the safety and efficiency of our bus services, ensuring a high level of service quality and reliability for the City of Coral Springs.

- **Backup buses must be provided within 30 minutes to replace inoperable buses.**

ProKel understands and agrees to the requirement of providing backup buses within a 30-minute timeframe to replace any inoperable buses in our fleet. We recognize the importance of maintaining uninterrupted and reliable bus services for the City of Coral Springs. Our operational plan includes rigorous maintenance schedules to reduce the likelihood of inoperable buses. However, in the event that a bus becomes inoperable, our rapid response protocol will be activated immediately. This protocol ensures that a replacement bus is dispatched without delay, aiming to meet the 30-minute response requirement. ProKel's priority is to provide continuous, dependable transportation services, and our preparedness for such situations reflects our commitment to this goal.

Standby Operators and Backup Service

ProKel's supervision, safety and maintenance programs minimize the number of delays, preventable incidents and roadcalls experienced in the system.

However, ProKel's team is prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of backup service. ProKel's operational plan offers the following measures to ensure service reliability, minimize deadhead and improve operational efficiency.

Standby operators are posted and are available to relieve service in the event of an operator illness, roadcall or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident and, when necessary, meet the in-service vehicle in order to transfer passengers efficiently. The standby operator will continue the remainder of the route until the shift end or otherwise directed by dispatch.



Backup vehicles are parked at the operating facility. These vehicles are available for use in the event of a service disruption, such as a vehicle incident or roadcall.

Road Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for ProKel's operator team.

Road supervisors perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls and resolve passenger disputes as needed. Based on their findings for these various activities, the operations manager will administer progressive discipline.

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing their job.

Road observations are unannounced and performed discreetly without disruption to service, and include the review types outlined below.

Observed Ride Checks: Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are verified to ensure proper certifications are up-to-date and in the operator's possession.

Unobserved Service Checks: Unobserved service checks are random inspections that assess the operator's driving and safety skills on the road. Road supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.

Mobility Device Securement Spot Checks: These random inspections are on-vehicle reviews of an operator's ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle and closely observes the manner in which the mobility device is secured.

Pullout Inspections: Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

- **Seating capacity on each bus will be for 20-30 passengers.**

ProKel acknowledges the requirement for each bus in our fleet to have a seating capacity accommodating 20-30 passengers. We understand the significance of this specification in meeting the transportation needs of the City of Coral Springs. To comply with this requirement, our buses will be specifically chosen and configured to ensure they offer comfortable seating for at least 20 passengers and can accommodate up to 30 passengers. This capacity range is ideal for providing efficient intra-city transit while ensuring passenger comfort. We will ensure that the interior layout of each bus not only meets the seating capacity requirements but also allows for smooth passenger flow and adheres to safety standards. Our commitment is to provide a fleet that perfectly balances capacity with comfort, ensuring a pleasant and efficient travel experience for all passengers.

- **Maintenance of the buses will be the responsibility of the contractor.**

Maintenance Program

General Maintenance Plan

ProKel will provide **Fleetio** vehicle maintenance software to ensure excellent management and transparency of fleet data. Fleetio streamlines the maintenance management and ensures accurate reporting. This and ProKel's operations dashboard will provide Coral Springs's staff with direct access to system performance metrics, promoting utmost transparency.

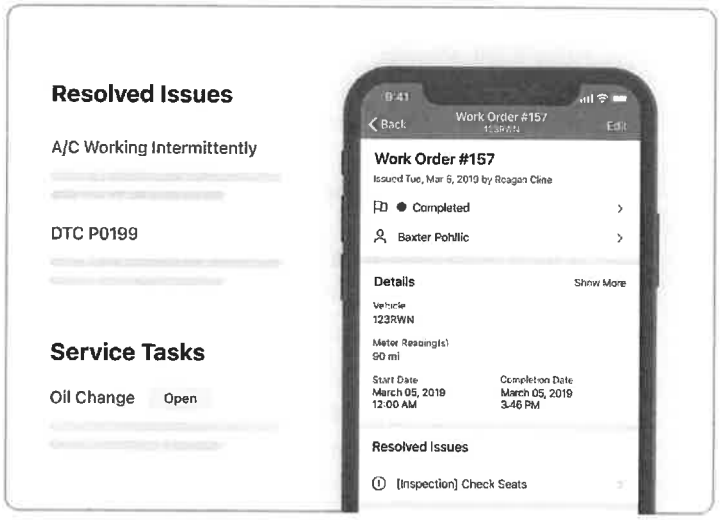
The operations dashboard provides both ProKel's regional and corporate teams and Coral Springs's

staff with a view of service from all operational perspectives. Accurate reporting and timely statistics will help Coral Springs and ProKel have a live pulse on the operation. To ensure the #1 maintenance software, Fleetio, proposed for this solicitation, complements the maintenance program. ProKel's head of maintenance will ensure the City's ProKel fleet and maintenance program is 100% compliant and safe.

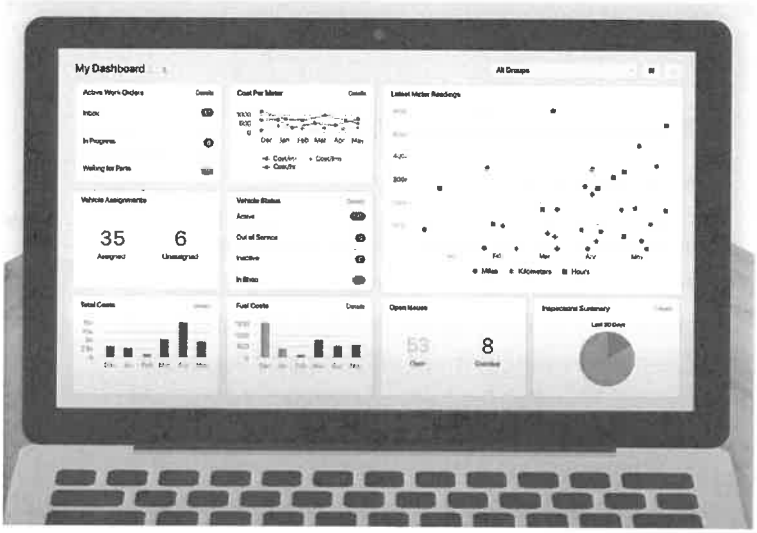
Fleetio is the nation's #1 maintenance software platform.

It reduces manual data entry by automating fleet management tasks, instantly pulling data from other systems to predict future maintenance and more.

Fleetio's fleet maintenance software tracks maintenance activities, work orders, parts and inventory. This software ensures compliance and record-tracking measures are followed. All road calls can be tracked in this system, and miles between road failures can be calculated in order to identify mechanical trend areas. The software integrates with a myriad of systems, including fuel management and inspection tools. It can also identify labor and material costs for specific job procedures and maintenance functions. The maintenance team can access this interface from one (1) or more workstations in the shop.



Our current operations nationwide PMIs are at 100%. Our local team has live access to our maintenance program software, which tracks all the maintenance. The City will also have live access to ProKel's maintenance software, Fleetio.



- **All buses must be cleaned inside and outside daily.**

ProKel fully recognizes and commits to the requirement that all buses in our fleet must be cleaned both inside and outside on a daily basis. We understand that maintaining a high level of cleanliness is essential for providing passengers a pleasant and hygienic environment and for upholding the image and standards of the City of Coral Springs' transit service. ProKel will implement a rigorous and comprehensive cleaning schedule to ensure adherence to this requirement. This will include thorough interior cleaning, seat sanitization, floor vacuuming or sweeping, window cleaning, and the disinfection of high-touch areas such as handrails and door handles. The exterior of each bus will also be washed regularly to maintain a clean and professional appearance.

Our cleaning procedures will be performed by trained staff using appropriate cleaning agents and equipment. Pullout inspections are unannounced and occur daily. A supervisor stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

- **Buses shall meet all requirements of Florida DOT rule Chapter 14.90 (minimum requirements for transit coaches and system equipment).**

ProKel fully recognizes the importance of complying with Florida DOT rule Chapter 14.90, which sets the minimum requirements for transit coaches and system equipment. We are committed to ensuring that every bus in our fleet meets these stringent standards. This commitment extends to maintaining the highest levels of safety, accessibility, operational efficiency, and adherence to maintenance protocols. ProKel will conduct thorough evaluations and necessary adjustments to each vehicle, ensuring full compliance with state regulations and guaranteeing a safe, reliable, and high-quality transit service for the residents and visitors of Coral Springs.

- **Bus operators must meet all certification and licensing requirements. All drivers must be able to communicate fluently in English. Uniforms will be required. The selected vendor must certify that it provides a drug-free workplace program. Drivers are required to attend and successfully complete Broward County's Training Program for drivers in Broward County's Community Shuttle Bus Program or an approved equivalent type of program.**

ProKel acknowledges and agrees to meet all the necessary certification and licensing requirements for our bus operators. We understand the critical importance of having qualified, professional drivers to ensure the safe and efficient operation of the bus service. To this end, all our drivers will possess the appropriate certifications and licenses required for operating buses in Broward County. ProKel ensures that all our bus drivers are fluent in English, facilitating clear and effective communication with passengers and other personnel. This proficiency is crucial for both operational purposes and for providing a high level of customer service. We also will require all drivers to wear uniforms, contributing to a professional and easily identifiable appearance. This

uniform policy will be strictly enforced to maintain a consistent and professional image of our transportation service. ProKel is committed to maintaining a drug-free workplace and will certify that our workplace program adheres to this policy. This commitment aligns with our dedication to safety and responsibility in all operations.

We recognize the importance of specialized training for our drivers. All ProKel drivers will be required to attend and successfully complete Broward County's Training Program for drivers in the Community Shuttle Bus Program or an equivalent program approved by Broward County. This training will ensure that our drivers are well-equipped with the knowledge and skills to provide safe, reliable, and courteous transportation services.

ProKel's internal **Employment Standards Team (EST)** collaborates with **KelHire,** our internal background check/recruiting vertical, to conduct primary reviews of all background criminal records, motor vehicle records, previous employment records and drug screenings.

In addition to comprehensive background checks, we have a **strict zero-tolerance policy about drug and alcohol abuse**. We screen all applicants before offering employment. Resources are available to any existing employee who seeks help or rehabilitation for substance abuse. Our formal Drug and Alcohol Policy can be provided for review upon request.

ProKel's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy and productive work environment. All of our employees are subject to the four (4) drug and alcohol screening types described below, pursuant to their employment category (safety-sensitive versus not-safety-sensitive):

Pre-Employment–All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test or a positive screen results in revocation of the offer of employment.

Random–All safety-sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.

Post-Accident–ProKel conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, we will reserve the right to test any safety-sensitive employee after any accident/incident regardless of the severity of the accident/incident.

Reasonable Suspicion–This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

Under ProKel's Zero Tolerance Drug and Alcohol Testing Program, administered by our Safety Manager, a positive screen or refusal to be tested under these conditions results in termination of

employment. It is regularly updated and complies with and/or exceeds FTA and DOT requirements. ProKel has successfully completed each FTA audit to which it has been subjected.

Random drug and alcohol testing selections are determined using state-of-the-art software, including a computer-generated selection process program that randomly selects individuals (donors) for testing without discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately. ProKel uses local occupational health clinics to perform urine and breath alcohol collections for testing. All results are transmitted to the Safety Manager, who processes the information and provides it to the local management team.

- **The selected vendor should utilize buses that support alternative fuels as defined by the U.S. Environmental Protection Agency.**

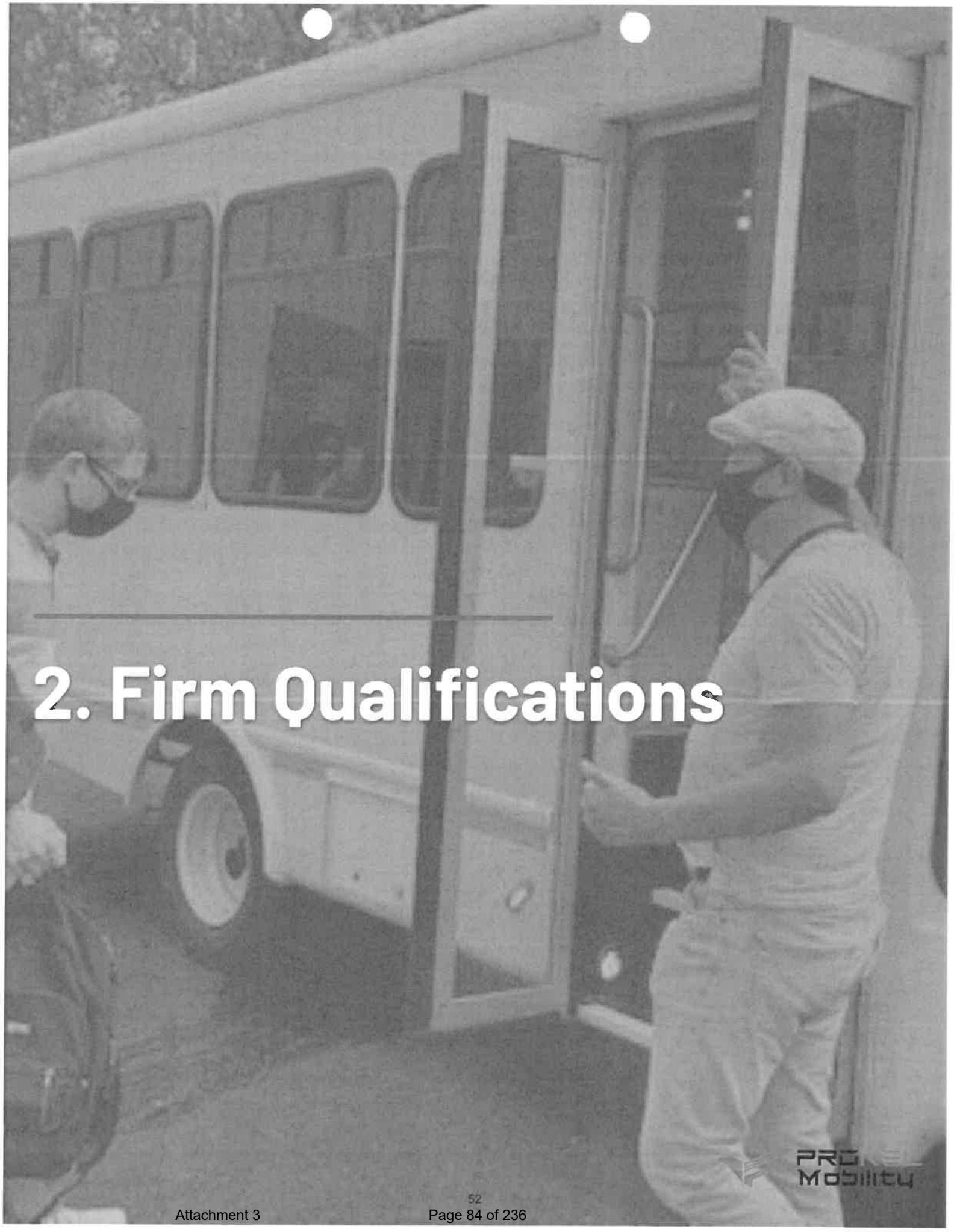
ProKel will use the vehicles provided by the City and support the City's goals and expectations.

- **The selected vendor to perform additional services as may be required by the City.**

ProKel is prepared to perform additional services as may be required by the City. We understand that the scope of public transportation services can evolve, and additional needs may arise during the course of our contract. ProKel is committed to maintaining a flexible and responsive approach, ensuring that we can adapt to and meet these changing requirements. Our team is equipped to handle a variety of transportation-related services and will work closely with the City to identify and fulfill any additional service requirements, all while upholding our standards of excellence and customer satisfaction.

- **The selected vendor shall adhere to all requirements stipulated in the included Inter-Local Agreement between the City of Coral Springs and Broward County as well any updates thereafter, see Exhibit B.**

If selected, ProKel will comply with every stipulation listed in the Inter-Local Agreement between the City of Coral Springs and Broward County.



2. Firm Qualifications

2. Firm Qualifications

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Local Intra-City Bus Transportation Services may be brought to bear on the proposed work.

This section must also identify the supervisory personnel who will work on the project along with an organizational chart. Resumes of each person that will be assigned to the project should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, honors, and awards received, professional associations of which the firm and/or its personnel are members.

- **Description of the firm, including the size, range of activities, etc.**

Who We Are

ProKel Mobility ("ProKel") is uniquely qualified to be the provider of the City of Coral Springs ("City") Community Shuttle Bus Service. As one of the largest transportation providers in the South Florida Metropolitan area and the only local provider able to meet the City's requirements, ProKel Mobility has the knowledge, resources and experience to meet and exceed the City's needs and expectations.

ProKel Mobility is a Florida Department of Transportation DBE-certified minority-owned business that brings extensive experience serving Florida communities. ProKel Mobility's local project management team and regional corporate support are unprecedented in the industry because we provide dedicated account managers to every one of our clients.

ProKel Mobility's goal is to level up transit systems across Florida. We will accomplish this through our three (3)-step plan:

1. *Leveraging* our team's 200+ years of combined transit experience to deliver exceptional transit services for both agencies and end-users.
2. *Implementing* state-of-the-art and cutting-edge transportation technology aimed at increasing ridership, extending coverage and unlocking vehicle efficiency.
3. *Learning* from the diversity of our team to implement equitable, accessible and kind services for end-users. ProKel Mobility's innovative culture and "grounded" cooperation foundation is the perfect match for the City of Coral Springs.



Expert Management Team Who Knows This Service and This Community

ProKel is proud to propose the following expert management team for the successful execution of the solicited services for Coral Springs. In addition to knowing this service inside and out - each member is a transportation veteran, and the project team represents over a century of combined experience - this team also knows this community and cares deeply about its future success. We are committed to bringing the technological and transportation solutions that will drive Coral Springs to its highest potential in the coming decades.

Who We Serve

ProKel Mobility currently works with some of the largest government agencies and leading private transportation companies. We include the following snapshot of a few notable clients we have served in the past two (2) years and clients we are contracted to serve this year.

On the next page is a letter from one of our clients, Central Ohio Transit Authority (COTA) in **Columbus, OH.**

COTA

33 N. High St.
Columbus, Ohio 43215
614-228-1776

May 26, 2022

To Whom It May Concern,

It gives me great pleasure to write a letter of recommendation in recognition of ProKel Mobility. COTA is pleased with the partnership we have with ProKel in meeting the transit needs of our community.

We continue to be appreciative of the services and leadership provided by project manager and executive officer, Kelly Gonzalez, Jr. Kelly is committed to great customer service and improving overall efficiencies of our service. Kelly continues to be responsive to our requests and is flexible in meeting the ever-changing needs of our customers and organization.

Kelly Gonzalez, Jr. and his local team including operators are well-trained and professional. The team cares about customer and client satisfaction including courtesy and dedication. Our success is undoubtedly the result of safe and reliable transportation services the ProKel team provides to the customers of Columbus.

Over the past 5 months, since our partnership with ProKel began, we have seen a consist average on-time performance for our Paratransit service of 97% an increase from the 4th quarter of 2021 from an average of 86% with a different partner. At the same time our ridership is back to pre-COVID levels and being able to maintain a high on-time performance with increased ridership is due to the strong supportive partnership with ProKel. During this period we have saw 20% reduction customer complaints and a 53% increase in customer compliments.

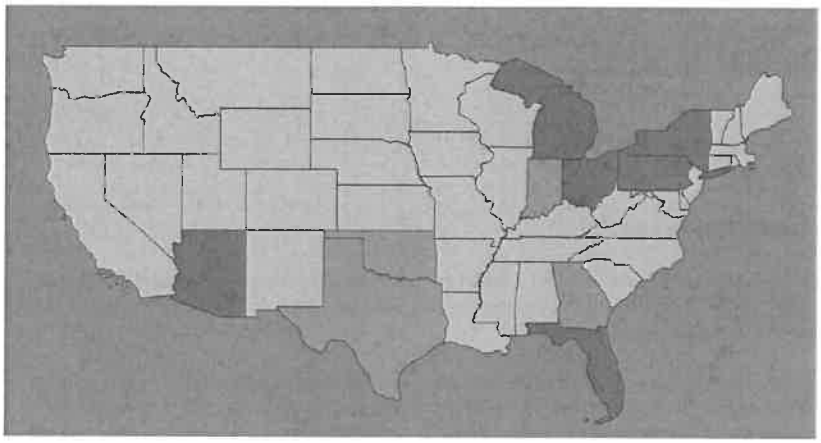
I am truly grateful for our partnership and commend ProKel Mobility for the great work they have delivered for our customers in Columbus. I look forward to our continued partnership as we are continuously striving to innovate and support not only Paratranist but Mobility solutions for our region in the future.

Sincerely,

Amy Hockman

Amy Hockman
Interim Chief of Transit Operations

COTA | MOVING EVERY LIFE FORWARD



Blue States: DBE Certified Only Purple States: Operating

COTA
CENTRAL OHIO TRANSIT AUTHORITY

RTA
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ACCESS LYNX
PARATRANSIT PARTNERSHIP

JACKSONVILLE TRANSPORTATION AUTHORITY

FORMULA 1 MIAMI GRAND PRIX

the rapid

nice
NASSAU INTER-COUNTY EXPRESS

LANta

PalmTran Connection

Local Customer Highlight: City of North Miami Beach Trolley Shuttle Bus Service

ProKel Mobility operates five (5) public transportation routes with five (5) trolley shuttle buses in the City of North Miami Beach. ProKel is responsible for all aspects of the fixed-route shuttle bus operations and maintenance, including customer service and dispatch supervision. ProKel's **high-quality service** has helped the City **increase ridership** by more than 100%, from **4,000 riders a month** to nearly **10,000 riders a month**. ProKel, a true partner and leader in innovation, upgraded all of the operations and maintenance software to cloud-based dashboards. Our innovations improved the quality of services delivered to the community and increased transparency between the City of North Miami Beach and ProKel by providing the City with real-time insight into the operations.



Additionally, ProKel's **preventive maintenance is 100%**, and the City's **on-time performance** is **above 95%** with **zero (0) preventable accidents** YTD. Even with all these operational accomplishments, ProKel is taking the City's transit system to the next level by incorporating Flex Route On-Demand technology to ensure residents have the best reliable access to transportation and connectivity.

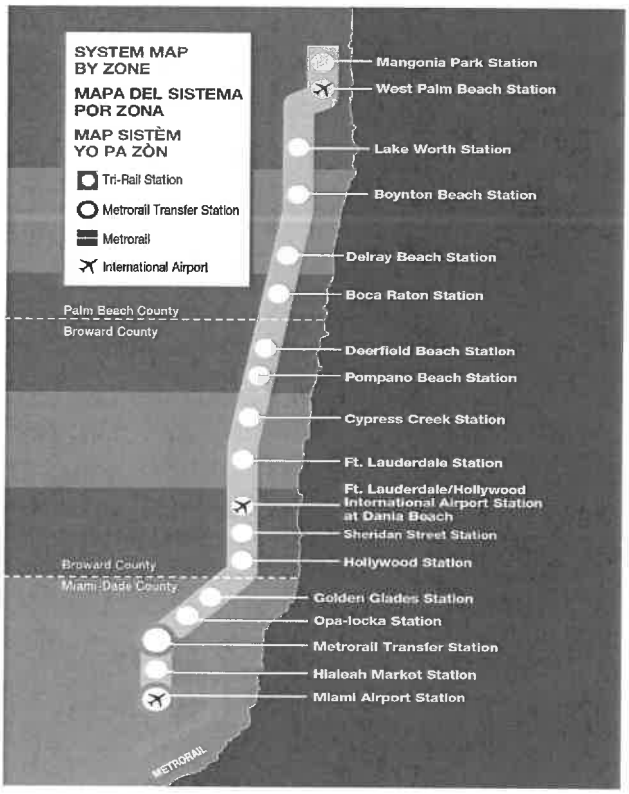
Pictured: Miami Dade County Mayor Daniella Levine Cava with North Miami Beach City Staff and ProKel's Safety Supervisor Cierra Sutton.

PROKEL Mobility Proven Success



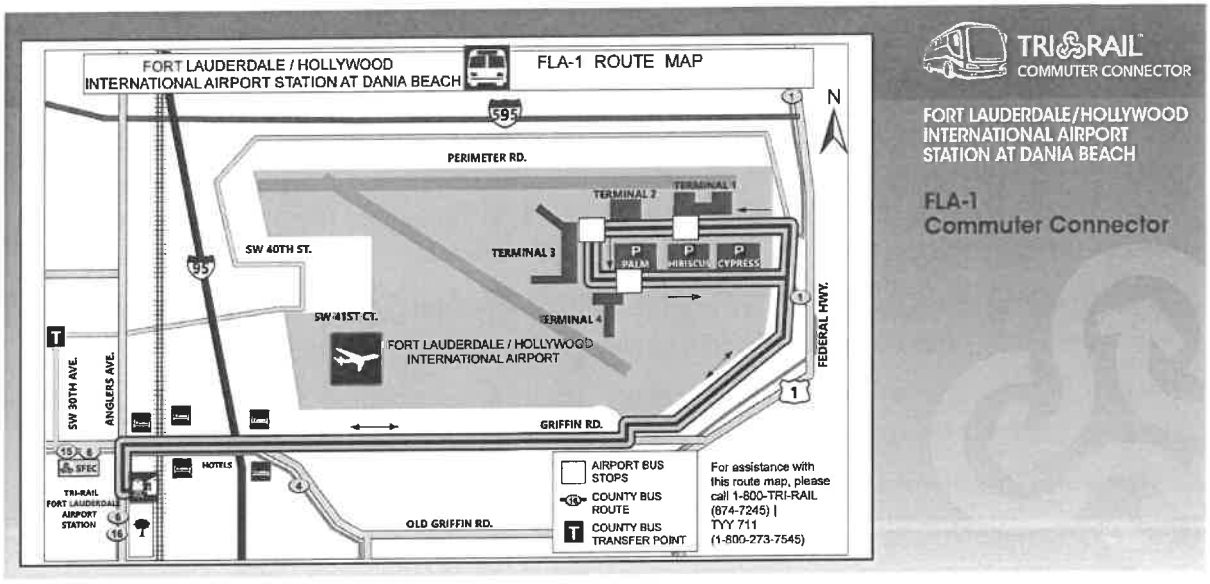
RTA SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ProKel has recently been selected by The South Florida Regional Transportation Authority (SFRTA) as the Prime Contractor. As of June 1, 2023, ProKel will be providing full-turnkey Commuter Fixed Route Bus Services ("Fort Lauderdale Airport Service"; "Fort Lauderdale Airport Feeder Service") to and from the Fort Lauderdale-Hollywood International Airport and Terminals. We will implement our management and operation plan and schedule bus transportation for the 72-mile rail corridor (from the Miami Dade to the West Palm Beach train station). Including transportation services with on-demand technology ensures residents have the best reliable access to transportation.



ProKel will provide Emergency Bus Bridge Services and Emergency Assistance; we will also offer three (3) Scheduled Bus Bridge Services along the 72-mile Tri-County SFRTA rail corridor, with train stops at eighteen (18) passenger stations located within Miami-Dade, Broward, and Palm Beach counties.

ProKel's Commuter/Shuttle Bus Services will support the SFRTA services, which operate 50 trains per day. We offer multiple transportation options; we are here to help the eighteen (18) passenger stations and relieve the fifty (50) trains per day. Overall, we assist with transporting 19,500 passengers a week and 30 trains per day on weekends.



The SFRTA selected us because of our qualified ability to provide the following services:

- Commuter Bus
- Services to and from the Ft. Lauderdale Airport Station at Multiple Terminals at the Fort Lauderdale International Airport ("FLL")
- Emergency Bus Bridge Services and Emergency Assistance
- Scheduled Bus Bridge Services

These include Terminal 1, Terminals 2 and 3 (which are combined), and Terminal 4. There is one (1) additional stop at FLL at a location to be determined by SFRTA at a later date (also referred to as the "Fort Lauderdale Airport Service" or "Fort Lauderdale Airport Feeder Service"). The SFRTA operates the Tri-Rail Service on the SFRC, an approximately 72-mile rail corridor, with train stops at eighteen (18) passenger stations located within Miami-Dade, Broward, and Palm Beach counties. The new Miami Central Station is anticipated to open sometime in the year. The opening of this new station will increase the total number of passenger stations to nineteen (19).

Why ProKel

Experienced Management Team

ProKel's management team consists of leaders in the transportation industry with extensive experience in delivering public transit services. Our executive team is made up of former COOs and many other senior leadership executives from some of the largest transit systems in Florida and across the US.

Supplementing our public transit knowledge is our focus on technological innovations. We leverage our expertise in deploying and managing Intelligent Transportation Systems (ITS).

Intelligent Transportation Systems refers to the application of information systems, telecommunications, sensors and control systems for all modes of transportation.

ITS is a proven systems solution that can:

- Increase the capacity and productivity of service delivery options
- Improve reliability and safety
- Reduce the environmental impact and adverse consequences of incidents

We are also working with The Routing Company (TRC), as previously mentioned, to integrate booking management and routing technology to provide additional sophistication to fixed-route services.

Financial Stability

ProKel has the resources and financial wherewithal to sustain the transition of this project. There are no projects in operation or planned for implementation over the next four (4) years that will impede our ability to transition and/or perform the services under this contract. ProKel is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed us to control interest costs and keep prices lower for our clients.

Local, Minority-Owned Business

Our company is the only local provider able to meet Coral Springs's requirements as outlined within this RFP. We are dedicated to Coral Springs; our team consists of individuals who have been born and raised in the community we serve. As a minority-owned business, we can help Coral Springs meet MWBE goals.

Account Management Team

ProKel Mobility provides each client with a dedicated account management team. Clients have central points of contact who know their specific needs and communities, enabling us to meet and exceed any requirements that may arise during the contract.

Giving Back To Community

ProKel is a committed and active partner to those serving the community. Our proposed management team and staff are the best in the industry, residents of the area, and community leaders. To our management team, this is more than just a "government contract."

Technology Background

ProKel does not merely manage clients' technology products; we serve as a technology solution provider that will assist and advise agencies in the purchase, development, integration and implementation of existing and emerging new technologies.

ProKel also wishes to introduce cutting-edge technology to this system, at no additional cost, along with an exclusive partnership with TRC that includes a flexible route mechanism. With this technology, citizens can request pick-ups in locations that deviate from the normal route, which will alter the route for the driver, creating a seamless, agile pick-up system.

We offer innovations in public transportation that can help market Coral Springs as a modern system, spurring growth opportunities and attracting new businesses.

ProKel Mobility offers the opportunity to partner with TRC to bring our transportation technology and wealth of experience in transportation innovation to our services. TRC comprises mathematicians, computer scientists, academics, transportation policy/grant advisors and rideshare experts. As previously mentioned, members of TRC's team led the deployment of UberPool in over forty (40) locations worldwide and designed and implemented UberBus in the developing world. TRC's policy/grant advisors have secured over $150 million in grant funding for public bodies.

Cost

In addition, ProKel understands the budget constraints of transportation agencies nationwide as we seek to provide much-needed quality transportation services to their respective communities. As more agencies and cities outsource services to private transportation providers to reduce overall costs, there has been a trend of degradation in performance and overall quality of the services. ProKel believes that private companies that seek profits over quality cause this effect.

To combat this trend, we are developing new technology and relationships with innovative technology providers to bring private sector efficiencies to public transit contracts. This is one of the foundational motivators that led ProKel to partner with TRC and bring new cost-saving efficiencies to Coral Springs without compromising the quality of service.

In an era where companies are motivated by profits, we at ProKel have proven our ability to put our core values ahead of gaining revenue at the expense of performance to benefit our customers.

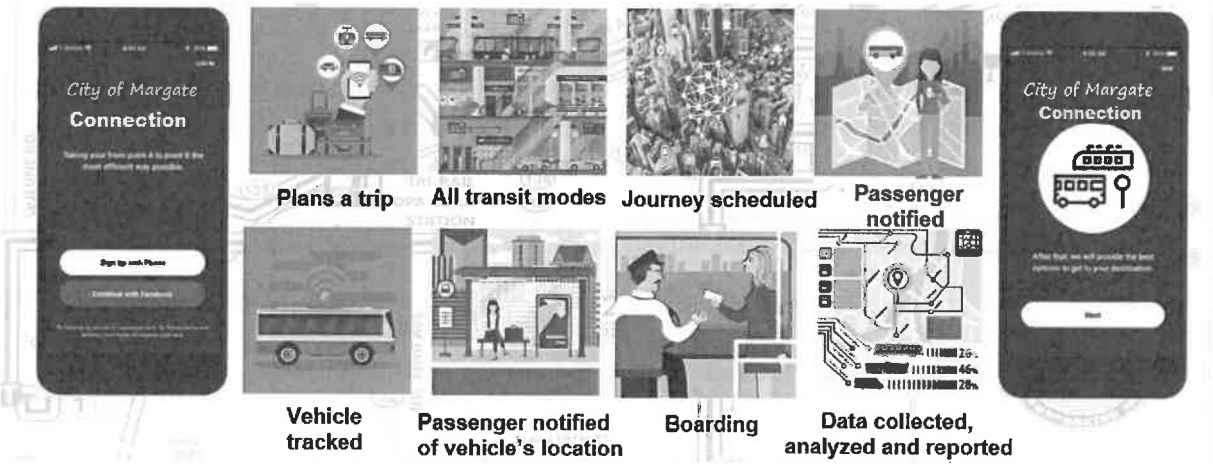
Successful Delivery of Service

ProKel has extensive experience transporting passengers and providing high-quality service. This experience, coupled with our management philosophy, has proven invaluable for our clients, ensuring that implementations and customer experiences are successful. ProKel will bring this diligent commitment and dedication to the City of Coral Springs's stakeholders, as well as the communities and customers it serves.

ProKel embodies **the same innovative and forward-thinking spirit of excellence** that characterizes the City of Coral Springs. Coral Springs wants the right partner that can be trusted to improve **Staffing Levels, Customer Service, and On-Time Performance.**

Our Transportation Planning experts **tailored a Transportation Model** that addresses all of the requirements in the RFP and will be self-sustainable to support the City's redevelopment and economic goals. ProKel, at no cost to the City, **will also include Flex Route On-Demand technology** integrated within the app and in the Transit Model that ProKel is offering to the City. This On-Demand Flex Route feature is currently offered by the Transit Model in Kent, Seattle, which supports their Amazon Distribution Center. ProKel will include this MIT-inspired technology because we understand the City's need for effective transportation as a catalyst for a new economic boom.

At no extra cost to the City, ProKel will provide new state-of-the-art technology to increase the City's transportation connectivity and enhance the customer experience. The City will finally **have its own app** that integrates into Broward transit routes, Tri-Rail schedules and even a planning application programming interface (API) where customers can plan all transit initiatives right from the City's mobile application.



ProKel wants to ensure perfect connectivity and encourages ridership trust with City residents, work commuters, and future distribution/corporate headquarters stakeholders.

For our contracts, ProKel provides, on average, a 95% On-Time Performance. Our call holds time averages 0.56 seconds and 1.69 average complaints per 1,000 trips. Our professional and proven maintenance procedures are the foundation of the operation. We can provide Coral Springs with quality vehicle maintenance, resulting in high fleet reliability and superior performance. ProKel fully understands the importance of having safe, clean and reliable transportation in use with minimal maintenance service disruption.

Supplemental Value

Imagine a world where all city, county, and regional transportation services are connected through increased mobility choices. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents.

The future of transportation is being shaped by customers and driven by their choices and preferences. More than ever before, customers want to be in control. They want to plan their trips, select their payment methods and get the service they want, when and where they want it. As a result, customer expectations influence how private and public providers plan and design transportation services and systems.

ProKel Mobility is proposing a transportation plan that will provide a consistent, long-term program of providing priorities for and investing in existing transit services using proven technologies and operating strategies. ProKel Mobility believes that the plan will offer the greatest likelihood of achieving sustained increases in transit ridership.

The transportation plan builds on the following three (3) strategic areas:

- **Move passengers faster, and more reliably**
- **Make taking public transit more attractive**
- **Innovate for the Future**

To achieve the strategies noted above, ProKel Mobility's transportation plan aims to optimize all transportation resources in Coral Springs, particularly those other than traditional fixed route systems.

ProKel Mobility has identified key elements for near-term implementation and several structural options for the long-term delivery of Mobility Management services in Coral Springs. We can help Coral Springs choose the best option.



The three (3) key elements recommended include:

1. **Mobility on Demand (MOD) systems** have emerged in the last decades as an attempt to satisfy travelers' demands. These systems can provide 'door-to-door' transportation in

small vehicles, with the possibility of pre-booking.

ProKel Mobility has the understanding, experience, team and capability to effectively and efficiently design, develop and deploy mobility-on-demand solutions to provide cities, transit agencies and customers with a cost-effective, robust, world-class transportation system.

ProKel Mobility deploys a fully connected, information-rich system and is able to address safety, mobility, and environmental impacts, which will deliver greater livability to our communities and our daily lives.

ProKel Mobility has invested in a mobility platform for transport operators, municipalities and corporations matching multiple passengers headed in the same direction with a moving vehicle. All routes are fully dynamic and adjusted in real time based on traffic and demand. The algorithms are made to ensure maximum punctuality on every ride. ProKel Mobility provides effective pooled transportation; all rides are shared with other passengers heading to a similar destination or with common directions.



Passenger App: Available to customers who can create their profile, cancel a ride if necessary, monitor the bus's arrival, and follow its journey throughout the route. The Shotl algorithms are made to ensure maximum reliability.

Driver App: We install tablets (or smartphones) in vehicles with loaded routes. With the app, the route will be predetermined. The platform provides drivers with navigational instructions, logging all details such as the pick-up hour and location, the vehicle's routes, delays, etc.

Real-time dashboard: Fleet and operation managers have full access to a dashboard to supervise all operations and services in real-time, look at the demand fluctuation, manage vehicle availability, corroborate the status of every trip, add new or remove obsolete virtual stops, and verify all past services and operations.

2. Flex or Deviated Fixed Route Services

Flexible/deviated services incorporate typical fixed-route and demand-responsive models. In most cases, flexible services may be more cost-effective and serve a broader range of users more effectively by replacing 40-foot bus service from neighborhood streets and replacing them with smaller buses, which would feed fixed route service on main arterials.

Advantages include:

- Smaller buses traverse narrower side streets better than larger buses and are generally more acceptable by neighborhoods than larger vehicles
- Main street routes operate at a higher rate of speed and become more cost-efficient
- Circulator routes can be operated in many different fashions such as fixed, flex or dial-a-ride service
- Service can be implemented in new areas with potential ridership — as demand increases, the expanded area would be moved to larger buses

3. **First/ Last Mile Initiative**

   ProKel Mobility's on-demand first/last mile system connects people with fixed-route transit services. Customers using smartphone apps within predetermined service areas could request to be picked up on-demand and share rides with other customers to/from the nearest transit station.

   The services are also available to customers through call centers and would offer wheelchair-accessible vehicles when needed.

ProKel Mobility, with over 200 employees, is a prominent transportation provider in the South Florida Metropolitan area. We have established ourselves as a leader in providing diverse transit services as a Florida Department of Transportation DBE-certified minority-owned business. Our expertise encompasses full-service, on-demand, micro-transit, paratransit, medical, and shuttle services. This breadth of services demonstrates ProKel's adaptability and proficiency in various transportation sectors.

ProKel stands out for its local project management and regional corporate support, setting industry benchmarks with its dedicated account management for each client. Their approach to service delivery is multi-faceted:

1. **Extensive Transit Experience**: Leveraging over 200 years of combined team experience, ProKel ensures top-notch transit services for agencies and end-users.
2. **Cutting-edge Technology**: The firm implements advanced transportation technologies to enhance ridership, expand coverage, and optimize vehicle efficiency.
3. **Diverse and Equitable Services:** Learning from its diverse team, ProKel prioritizes equitable, accessible, and respectful services.

ProKel's innovative culture and grounded cooperation foundation make us an ideal match for Coral Springs. Our recent selection by the South Florida Regional Transportation Authority (SFRTA) as the Prime Contractor showcases our ability to handle large-scale, complex projects. We offer comprehensive Commuter Bus Services, Emergency Bus Bridge Services, and Scheduled Bus Bridge Services, highlighting their versatility.

ProKel's management team comprises industry veterans with extensive experience in public transit, complemented by a focus on Intelligent Transportation Systems (ITS) for improved service

delivery, reliability, and environmental benefits. Their financial stability, lack of debt burden, and efficient operations enable competitive pricing for clients. As a local minority-owned business, ProKel is deeply embedded in the communities it serves, ensuring a personalized and understanding approach to transit solutions. Our technological prowess and innovative partnerships, like with The Routing Company (TRC), bring modern, flexible route mechanisms to public transit.

ProKel Mobility is not just another transportation provider; it's a visionary company that understands the nuances of Florida's transit needs and is equipped to revolutionize transportation in Coral Springs. Our commitment to quality, innovation, community involvement, and efficient cost management positions us as the best choice for Coral Springs' transit system enhancement.

- **Resumes of each person that will be assigned to the project should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, honors, and awards received, professional associations of which the firm and/or its personnel are members.**

Expert Management Team Who Knows This Service and This Community

The following is an introduction to the ProKel team and an overview of our vast experience with and expertise in similar projects.



Justin Cayless
General Manager



Robert Hann
Special Projects Manager



Natasha Serra
Director of Grants and Mobility Funding Compliance



Vasti Amaro
Strategic Advisor



Kelly Gonzalez Jr.
CEO + Owner
Project Manager



Anthony Radicone
VP of Maintenance



Warren Montague
Special Projects Consultant



Jacqueline Goldsmith
Operations Manager



Frank Ciccarella
Vice President of Safety



Eduardo Carrion
Chief Operating Officer



Marcos Monheit
CFO



Michelaire Phanor
Vice President of Operations



Angelica Williams
Director of HR and Internship Program



Lashonda Carter
Regional Safety Manager

Justin Cayless, General Manager



Justin Cayless brings over seven (7) years of extensive experience in fixed-route paratransit operations. His journey began as a JTA Paratransit Supervisor, evolving into roles of increasing responsibility, including Director of Operations and Interim Senior Director of Operations for the New Orleans RTA. With expertise in overseeing a $115 million annual budget and managing a team of over 600 employees, Justin has proven his abilities in contract management, budgeting, and operational oversight. His tenure includes significant achievements in implementing technological solutions, enhancing customer service, and improving operational efficiencies. Justin's adeptness in emergency preparedness, ADA services, and innovative transit project implementation marks him as a leader in the field of public transportation.

Robert Hann, Special Projects Manager



Robert Hann has been in the transportation industry since 1995, most recently serving as General Manager for Coach USA in Chicago. He will serve as the transportation planner for the Coral Springs project.

He has vast experience designing and operating fixed-route bus services, corporate commuters, airport, convention and parking lot shuttles, and private transportation solutions.

Robert has an MBA from DePaul University and an MS from the Kelley School of Business at Indiana University.

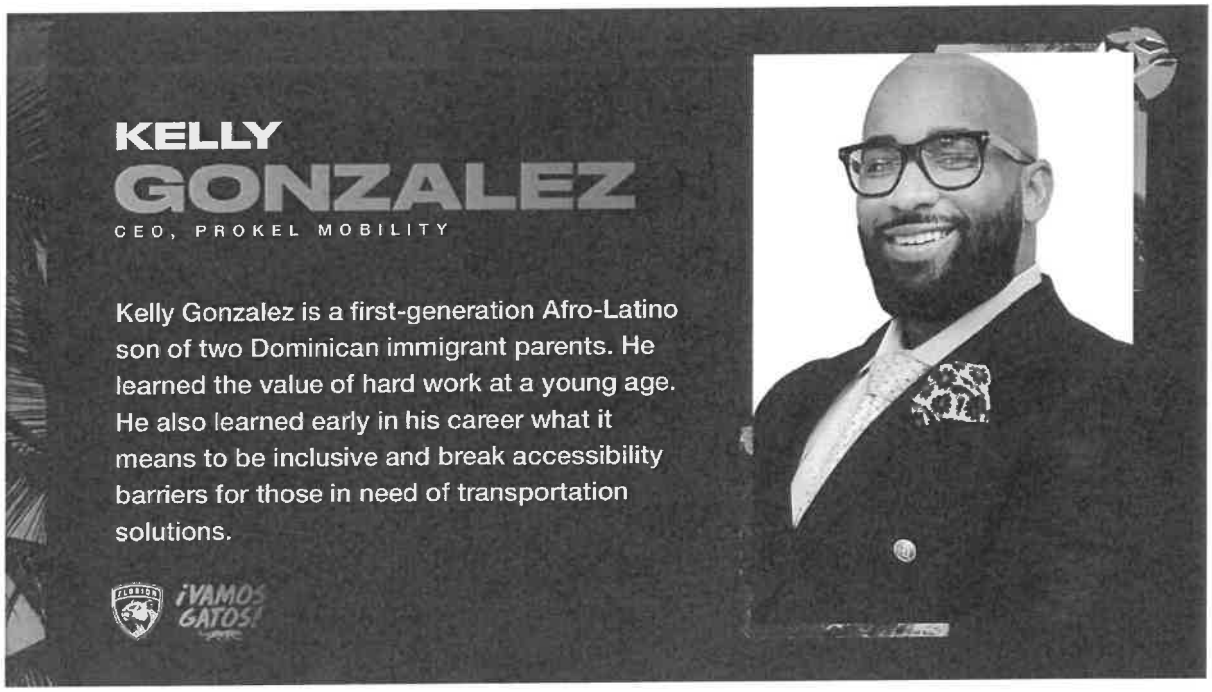
Kelly Gonzalez Jr., ProKel Mobility Coral Springs Project Manager / CEO - 2ND VP OF COMTO Miami



Kelly is the embodiment of the American dream in the transit community. Starting off as a driver earning minimum wage, he became the director of North America's largest privately owned transportation company. His previous experience includes working at a company whose growth expanded to **$1.3 billion in revenue** with **16,000 team members and 10,000 vehicles nationwide**. With this knowledge in tow, Kelly brings the same ingenuity and innovative solutions approach to ProKel Mobility. Kelly's transportation industry solutions have positioned ProKel to become a leader in the industry and secure market space in paratransit, shuttle bus services, and special needs transportation.

Outside of leading ProKel as one (1) of the nation's preferred transportation firms, Kelly is known for his proactive and positive employee relations. Kelly implements performance and safety-focused incentive goals to reward ProKel employees for doing a good job and compensate them for a job well done. This **inclusive equity reward system** is one (1) of the reasons ProKel drivers stay motivated throughout their employment with the company. ProKel's **turnover is less than 6% thanks** to retention plans that Kelly has enacted at the company.

(Featured by Florida Panthers for its Hispanic Excellence Awards)



Local Experience and Knowledge of This Contract

ProKel Mobility's proposed management team and staff to support this contract are not only the best in the industry but also **residents of the area and community leaders.** To the management team, this is more than just a "government contract."



ProKel Mobility's CEO/Owner, Kelly Gonzalez Jr., is a resident of South Florida and has led numerous initiatives to propel South Florida's transit management development and the community.

During his tenure as general manager for the Transportation Management Association's Downtown City Fort Lauderdale Sun Trolley and Broward County's TOPs Program, Kelly oversaw 260 employees and 100+ propane and diesel vehicles. Kelly was able to lead the County to new accomplishments, including the following:

- Worked with local stakeholders to push the Penny for Transportation surtax, which is now helping multiple small cities within the County
- Raised the wages for the workforce and added new, attractive benefit packages to improve the quality of life of all employees and satisfy his *Diversity, Equity, Inclusion* philosophy
- Successfully introduced, piloted and operated the City of Fort Lauderdale's first 100% electrical shuttle bus, thus reducing the carbon footprint

CITY OF FORT LAUDERDALE FLORIDA

BROWARD.org



- Successfully organized, shuttled and evacuated residents to shelters during the State of Emergency declarations of Florida Governor Ron DeSantis and Broward County Mayor Mark Bogen
- Introduced new safety programs focused on positive behavior reinforcement, which helped dramatically decrease accidents and improve passenger customer service
- Sourced new micro-transit alternatives to offer partnering cities improvement in service delivery and innovation
- Assisted cites as a consulting arm (at no additional cost) with marketing and route optimization initiatives



to ensure they surpass their Interlocal 1.7 PPH agreements

Kelly is also active with numerous at-risk youth non-profit organizations in Florida. Growing up from humble beginnings in inner-city Liberty City, Kelly depended on the Police Athletic League (PAL) and afterschool programs for support, education and sometimes even food.

Today, via ProKel Mobility, Kelly prioritizes being involved in the community he serves.









The preceding photos depict a few examples of Kelly's community involvement, emphasizing giving back to local communities. Kelly partners with local government and local PAL programs to help fill voids and needs for the most vulnerable within the community.

Eduardo Carrion, Chief Operating Officer



An innovative and results-driven leader focused on achieving exceptional results in fast-paced environments that demand continuous process improvement, Eduardo is a visionary, strategist and tactician. He has accomplished many important tasks in the first six (6) months of his position. His drive comes from sincerely wanting to provide a reliable and effective source of public transportation for the community.

In his own words:

"Knowing that the services we provide make a difference to individuals in our community is my favorite part of my job. We are here for that little old lady who needs to go to the pharmacy to get her medicines, and we are the only means to get there; for that young mother of two that I see every morning waiting at a bus stop on her way to take the kids to daycare then to work; for that young man going to our local community college – he is the first of his family to go to college; for the gentleman in a wheelchair who wants to be independent and not rely on others for transportation. We are here for a large number of people that either choose or are dependent on public transportation to get to work."

Eduardo also served in several executive positions within the Regional Transportation Authority (RTA), including Director of Information Technology and Director of Planning and Development. His career at RTA was marked by his innovation and resourcefulness in seeking and securing funding for much-needed capital and operational incentives.



Eduardo has a bachelor's degree in workforce education and development, an associate degree in information management, and years of experience managing hundreds of employees at multiple locations. He is a twenty (20) year Air Force Veteran and has worked in technology and logistics. Recently, Eduardo has developed short-term transportation goals for the community, overseeing the annual operating and capital budget and working with local, state and federal legislators on issues relating to public transportation while emphasizing a strong customer focus to ensure that riders receive the best transit service possible.

Eduardo embraces his demanding schedule to effectively carry out his duties and provides the best service available to his community. Many changes were made to effectively enhance RTA's ability to provide better public transportation to the community. He says: *Our*

ultimate goal is to link people with jobs, recreation, medical facilities, education, shopping, cultural, and other daily activities by offering mobility choices consistent with the region's long-range needs.

To put it briefly, Eduardo consistently delivers extraordinary growth, operational performance, and workforce development results. He is experienced in driving services, process and customer service improvements while building partnerships with key decision-makers.

He will help Coral Springs ensure a comprehensive and complete system.

Vasti Amaro, Strategic Advisor



Since Vasti joined the company in 2020, ProKel Mobility has broken into new market sectors and doubled its growth despite the pandemic. Vasti helped build ProKel's operations structure, which has today allowed the company to operate at 95% on all operations, safety and safety metrics nationwide.

Vasti has more than twenty-five (25) years of transportation experience in both public and private sectors, delivering passenger transport in transit, airport ground transportation and university spaces. While working for global transportation firms, she was responsible for successful start-up operations for Hillsborough Area Regional Transit (HART) in Tampa, Dallas Area Rapid Transit (DART), Phoenix Transit, Greater Richmond Transit Company (GRTC), Phoenix Sky Harbor International Airport (CONRAC), Fort Lauderdale-Hollywood International Airport and the bus shuttle for Miami International Airport.

Before joining ProKel's board and serving as the executive suite coach for ProKel's CEO Kelly Gonzalez Jr., Vasti served as the Chief of Staff for the Port Authority of Allegheny County, where she worked closely with CEO Katharine Eagan Kelleman to help improve the agency's service, modernize its systems and expand the public engagement programs.

Vasti also serves as an Advisory Board member for Women of Color Golf and Director of the Girls on the Green Tee Program, a nonprofit organization based in Tampa, FL. Their mission is to teach women and young girls of color, ages ten (10) to seventeen (17), the game of golf. The organization was recently selected as the PGA Charity of the Year, receiving $30,000 for the Girls on the Green Tee program. They also hosted its Inaugural Golf Classic in conjunction with the NFL Alumni Super Bowl golf tournament raising additional funds for the program.

Natasha Serra, Director of Grants and Mobility Funding Compliance



Natasha is dedicated to the South Florida region and has over eight (8) years of experience with auditing and compliance in FTA 5307, 5310, 5311, 5312 and 5339 funding. Natasha holds a degree in Organizational Management with a Concentration in Public Safety Administration. She is a passionate human services advocate with a proven track record of leveraging resources to implement transit projects. She has extensive experience with public involvement programs at the local, state and national levels and has developed innovative programs by integrating technological resources and human capital. Natasha excels at organizing community stakeholders towards common goals while tracking and analyzing program-related performance measurement metrics.

Frank Ciccarella, Vice President of Safety



Frank has over forty (40) years of senior executive safety and training transportation experience. Frank joined ProKel Mobility in October 2020 and has positively reshaped the safety culture within the company.

Winner of the 2007 American Public Transportation Association (APTA) Gold Award for the best overall safety program in America and now Vice Chairman of the APTA Bus Safety Committee, Frank has gone from strength to strength, conceiving, creating, implementing and directing a great number of transportation safety programs– especially paratransit safety and customer care driver training programs. He has been rewarded by seeing these programs come to fruition, raising the safety and customer care levels in the companies concerned. Frank has expertise as a senior executive in a $2.2 billion passenger transportation company and has directed large-scale change management processes.

Lashonda Carter, Regional Safety Manager



Lashonda is highly proficient in the Smith System and LLLC defensive driving programs. She incorporates these programs as the foundation of her organizational behavior disciplines and management theories. She joined ProKel in 2017, and the company immediately felt the impact. Our accident frequency rate decreased by 43%. This not only ensured the safety of our passengers and drivers but also affected the financials of our company; we were able to lower our pricing due to decreased insurance premiums, which in turn allowed us to be more price-competitive for our customers and helped them be better stewards of the funds they receive for our services.

At ProKel, we take safety seriously. Lashonda has a No Unsafe Zero (0) Tolerance Policy, which ensures the safety of the passengers on the road.

Lashonda also has multiple positive behavior incentive programs that encourage safe driving. She is a big believer in positive reinforcement. Her monthly positive behavior and incentive programs keep our drivers on their toes and excited about safety while boosting the overall morale of our company. The standard she sets at the location can be felt when we receive positive customer service commendations from riders. She always preaches that great safety habits and workforce morale will trickle down to the service provided.

Angelica Williams, Director of HR and Internship Program



Angelica is a University of Florida graduate with over ten (10) years of experience in human resources, recruiting and internship programs. Angelica will manage Coral Springs's recruiting functions and ensure ProKel has the best talent in the industry. She will also work directly with Kelly Gonzalez Jr. on programs to ensure Coral Springs's employees are retained and morale is consistently high.

She will oversee the development and implementation of this program and assign interns to various departments. Angelica is the liaison between the company and the educational institution (the student's faculty sponsor, career center director and/or career counselors). She directly supervises and interacts with the interns, coordinates their day-to-day activities with department supervision, evaluates intern performance and provides progress reports to the educational institution.

Warren Montague, Special Projects Consultant



Warren Montague brings over thirty (30) years of first-class transportation operations experience. With twenty (20) years leading transportation efforts in the City of Philadelphia and an impressive transit record managing transportation services as a paratransit general manager providing services for Metropolitan Atlanta Rapid Transit Authority (MARTA), Warren has one of the most distinguished resumes in the nation.

As the former manager of mobility services (operating as a contractor for the Detroit Department of Transportation), Warren is a mentor to ProKel's CEO Kelly Gonzalez Jr. Warren took Kelly under his wing in 2015 via the Conference of Minority Transportation Officials' (COMTO) workshop programs. Since 2015, our CEO has been fortunate to learn from the best.

Warren will assist Coral Springs on all matters related to paratransit services.

Warren currently serves as the manager of mobility services for MV Transportation in Detroit, MI. In this role, he is the liaison for the Detroit Department of Transportation (DDOT) Compliance & Standards department, which oversees the Disadvantaged Business Enterprise (DBE) Program, Title VI, Paratransit Services, Specialized Services and the Drug and Alcohol Program.

Previously, Warren was the chief operating officer for Customized Community Transportation of the Southeastern Pennsylvania Transportation Authority (SEPTA), for which he was responsible for all contracted transportation services, including paratransit, circular, and small bus routes in the surrounding counties. As a transportation professional, he was an effective chief and oversaw one of the largest paratransit operations in the United States. His management expertise facilitated the delivery of critical transportation services to a seriously under-served constituency in the fifth-largest city in the country.

Since 1996, Warren has been an active member of COMTO's local and national organization in the following capacities:

- President of the Greater Philadelphia Area Chapter (six (6) years);
- National Board of Directors (ten (10) years)
- Council of Presidents Representative (six (6) years)
- Secretary/Treasurer (two (2) years)
- 1st Vice Chair (two (2) years)
- Conference Chairman, 2011 National Meeting and Training Conference in Philadelphia, PA

Under his leadership and guidance, the Greater Philadelphia Area local chapter has received numerous awards, including "Chapter of the Year" for its community service and scholarship efforts. In addition, local corporate executive members have been awarded "Executive of the Year." Warren has received several awards for his service and leadership, including the Gerald A Sibling

Award. Although currently working in the Midwest, he continues to stay connected and counsel the local chapter.

Marcos Monheit, CFO



Marcos Monheit is an alum of John Hopkins University. Marcos has over twenty (20) years of experience in the financial realm.

He is a financial executive at Monheit Consulting LTD., with broad experience in all aspects of financial management, including accounting, financial reporting, budgeting and analysis, treasury, capital markets and mergers and acquisitions. He is experienced with start-up companies, private equity funding, and companies at every stage of development. Marcos specializes in financial modeling, mergers and acquisitions, interest rate derivatives and implementation of credit facilities.

Mitch Phanor, Vice President of Operations



ProKel Mobility's Chief Operating Officer, Mitch Phanor, brings over twenty (20) years of transit experience from working with the New York transit system. Mitch had oversight of startups and mobilizations, which included 2,000+ vehicles and 3,000+ team members during his tenure in New York City, for all the municipal contracts under New York City Transit and local and state governing agencies.

During his twenty (20) year term in New York City, Mitch's operations maintained a 97%+ On-Time Performance, and he was recognized for multiple Safety and Blue Seal of Excellence Awards for maintaining government-owned fleets in good condition while ensuring his maintenance technicians were Automotive Service Excellence (ASE) certified.

Mitch's extensive experience in operating and managing all of New York City's boroughs will give Coral Springs operation experience oversight that no other local provider can match or deliver.

Mitch fosters a spirit of "the customer always comes first" and takes pride in his work to achieve that goal, exceeding Coral Springs's contractual expectations. Mitch's experience in management culture has proven to be invaluable in servicing the transportation needs of all the agencies ProKel services, including:

- The State of New York,
- The City of North Miami Beach,
- The Columbus Ohio Transit Authority,

- The Valley Metro Regional Public Transportation Authority,
- All Palm Beach County regional operations,
- All Broward County regional operations, and
- All Miami Dade County regional operations.

Mitch oversees the day-to-day operations for ProKel nationally; he is committed to providing exceptionally tailored services to Coral Springs and addressing individual needs and requirements.

Anthony Radicone, Vice President of Maintenance



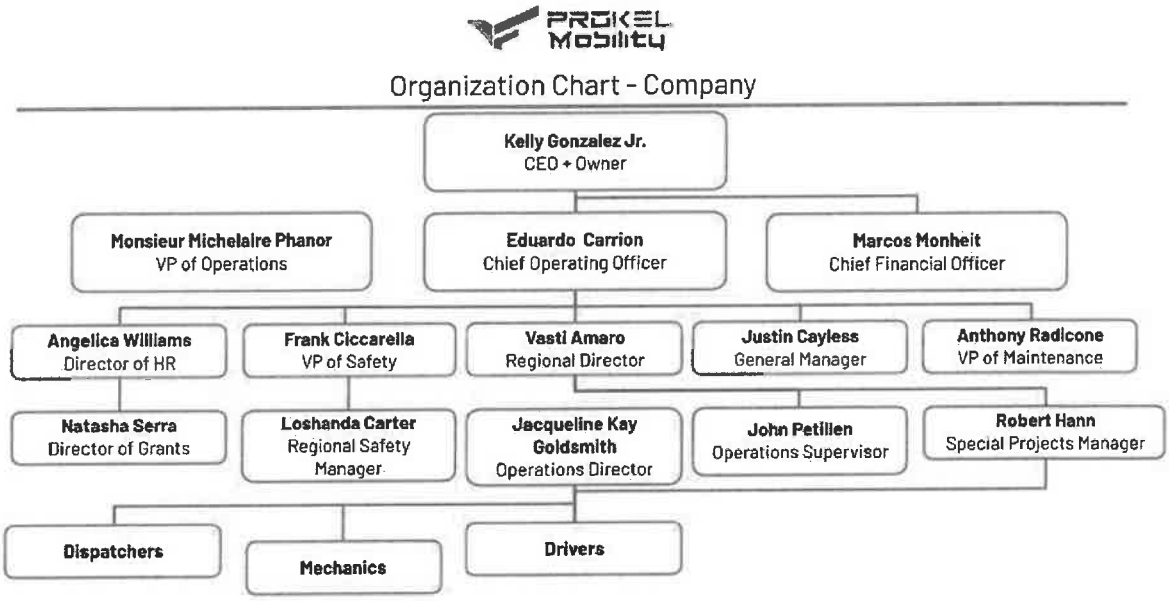
Anthony Radicone will be the Vice President of Maintenance for this engagement, bringing his experience running maintenance operations on the management level for over thirty (30) years.

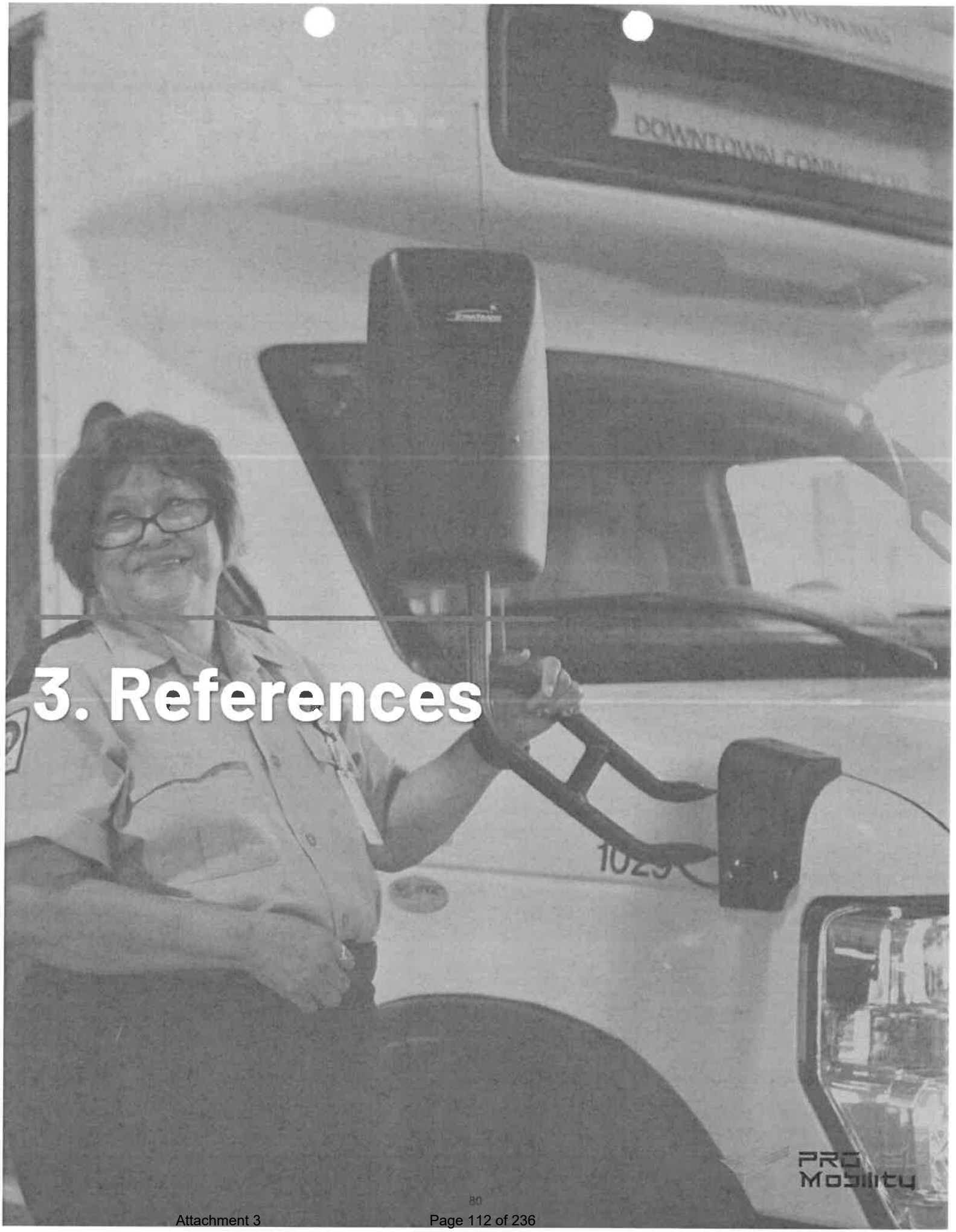
He most recently served with First Transit Group until 2019. As the Maintenance Manager, he ensured safe operation and proper service schedules, including Audit Work Orders, monitoring trends and recommending changes to the maintenance program. He will bring his master capabilities to Coral Springs, supporting the existing and new fleets.

For further information about any of our team members, please contact us. Additionally, we have attached our key personnel resumes in **Appendix B: Key Personnel Resumes.**

- **Organizational chart**

  ProKel has provided our organizational chart below:





3. References

CORAL SPRINGS
— EVERYTHING UNDER THE SUN —

REFERENCES

In order to receive award consideration on the proposed RFP, this" References sheet" must be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

Bidder (company name): : PROTRANSPORTATION INC. DBA Prokel Mobility
Address: 1200 North Federal HWY Suite 200 Boca Raton, FL 33432
Telephone No: (561) 506-5721 Fax No.: (305) 675-3611
Contact person: Kelly Gonzalez Jr. Title: Chief Executive Officer
Number of years in business: Eight (8) Years
E-mail Address: kelly@prokelmobility.com
Address of nearest facility: 1200 North Federal HWY Suite 200 Boca Raton, FL 33432

Provide all companies or governmental agencies where these services were provided in the last two (2) years:

1. Company Name: City of North Miami Beach
   Address: 17050 NE 19th Avenue North Miami Beach FL, 33162
   Contact Person: Ms. Marjorie Edwards Title: Line Scheduler
   Telephone No:(305)450-8094 Email: marjorie.edwards@citynmb.com
   Detailed Scope of Work: ProKel operates the full turnkey day-to-day management.
   Project Dates (Month &Year): 4/2021 - Present
   Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

2. Company Name: South Florida Regional Transportation Authority (SFRTA)
   Address: 801 NW 33rd St, FL 33064
   Contact Person: Mr. Luis Bello Title: Site Assessment Field Supervisor
   Telephone No:(305)607-8385 5875Email: kenners@sfrta.fl.gov
   Detailed Scope of Work: Public Transportation Bus Shuttle for Fort Lauderdale-Hollywood Airport
   Project Dates (Month &Year): 2023- Present
   Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

3. Company Name: Miami Dolphins Bus Shuttle
   Address: 347 Don Shula Dr Suite 102, Miami Gardens, FL 33056
   Contact Person: Mr. Merrell Higer Title: Senior Director
   Telephone No:(305)943-6690 Email: MHiger@dolphins.com
   Detailed Scope of Work: Shuttle Bus. ADA Transportation to Dolphins, Miami Hurricanes, Hard Rock Stadium events
   Project Dates (Month &Year): 8/2023- Ongoing
   Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

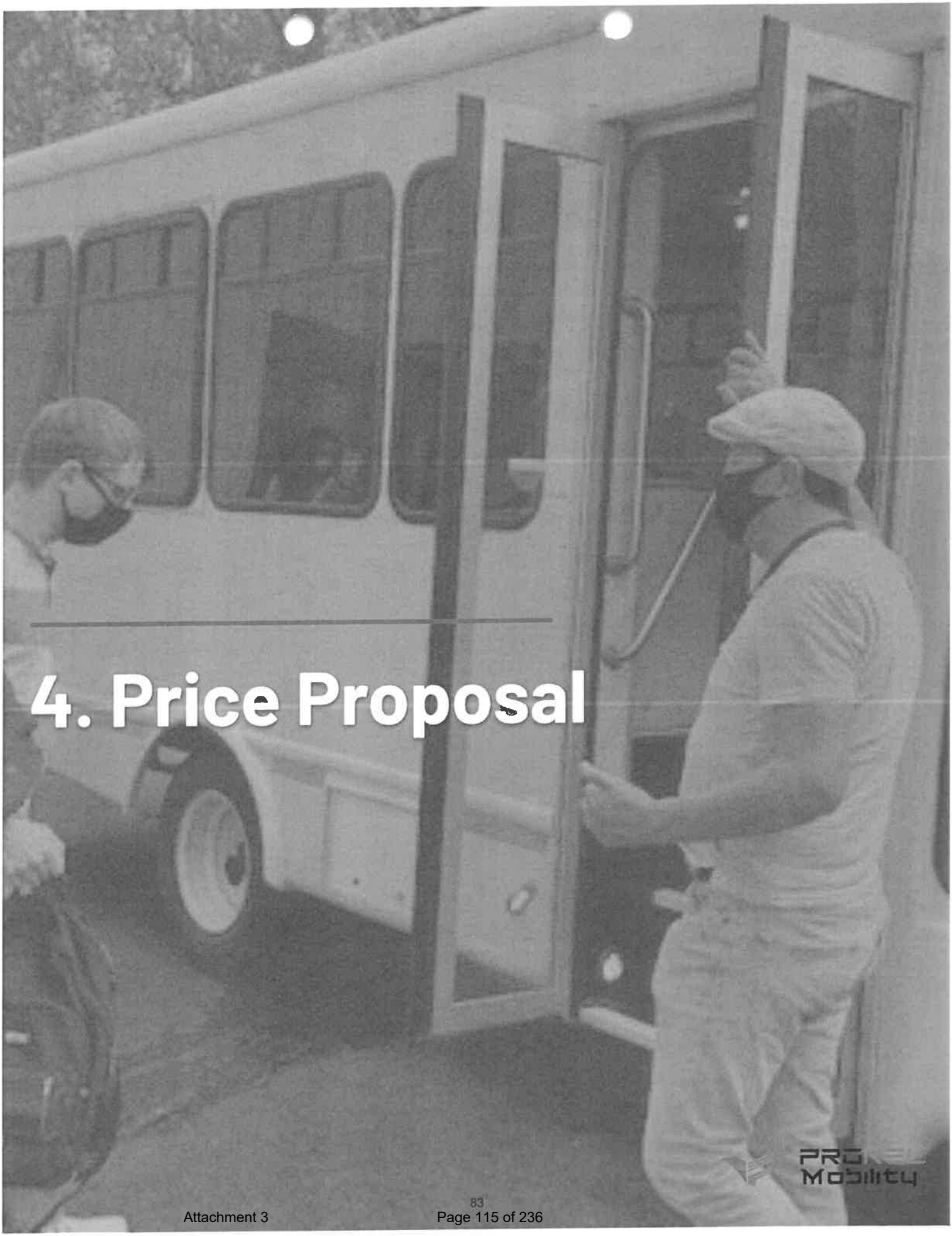
4. Company Name: Central Ohio Transit Authority (COTA) Mainstream
Address: 1330 Fields Ave Columbus OH, 43201
Contact Person: Ms. Amy Hockman Title: Director of Mobility Services
Telephone No: (614) 275-5821 Email: hockmanan@cota.com
Detailed Scope of Work: ProKel partnered with Transdev, operates transportation services for COTA Mainstream.
Project Dates (Month &Year): 1/2022- Present
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

5. Company Name: Formula 1 Crypto.com Miami Grand Prix
Address: Hard Rock Stadium, 347 Don Shula Drive, Miami Gardens, Florida 33056
Contact Person: Mr. Merrell Higer Title: Senior Director
Telephone No: (305) 943-6690 Email: MHiger@dolphins.com
Detailed Scope of Work: We provide Shuttle Bus and ADA Transportation Services
Project Dates (Month &Year): 2023- Ongoing
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

6. Company Name: Palm Tran Connection
Address: 50 S. Military Trail, Suite 101 West Palm Beach, FL 33415
Contact Person: Ms. Lina Aragon Title: Operations Manager
Telephone No: (561) 812-5351 Email: Laragon@pbcgov.org
Detailed Scope of Work: ProKel, partnered with MV, operates transportation services for Palm Tran Connection.
Project Dates (Month &Year): 2023-Ongoing
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

7. Company Name: Jacksonville Transportation Authority
Address: 1111 West Forsyth Street Jacksonville, Florida 32204
Contact Person: Mr. Christopher Macklin Title: Assistant Connexion Manager
Telephone No: (904) 632-5275 Email: CLMacklin@jtafla.com
Detailed Scope of Work: ProKel partnered with MVoperates transportation services for North Florida/Duval County
Project Dates (Month &Year): 2023-Ongoing
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

8. Company Name: Lynx Orlando - Transdev
Address: 4959 L B Mcleod Rd Orlando, Florida 32811
Contact Person: Joey Hogan Title: General Manager
Telephone No: (510) 557-4581 Email: joey.hogan@transdev.com
Detailed Scope of Work: Transportation for the Central Florida Regional Transportation Authority Access Lynx .
Project Dates (Month &Year): 2023-Present
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

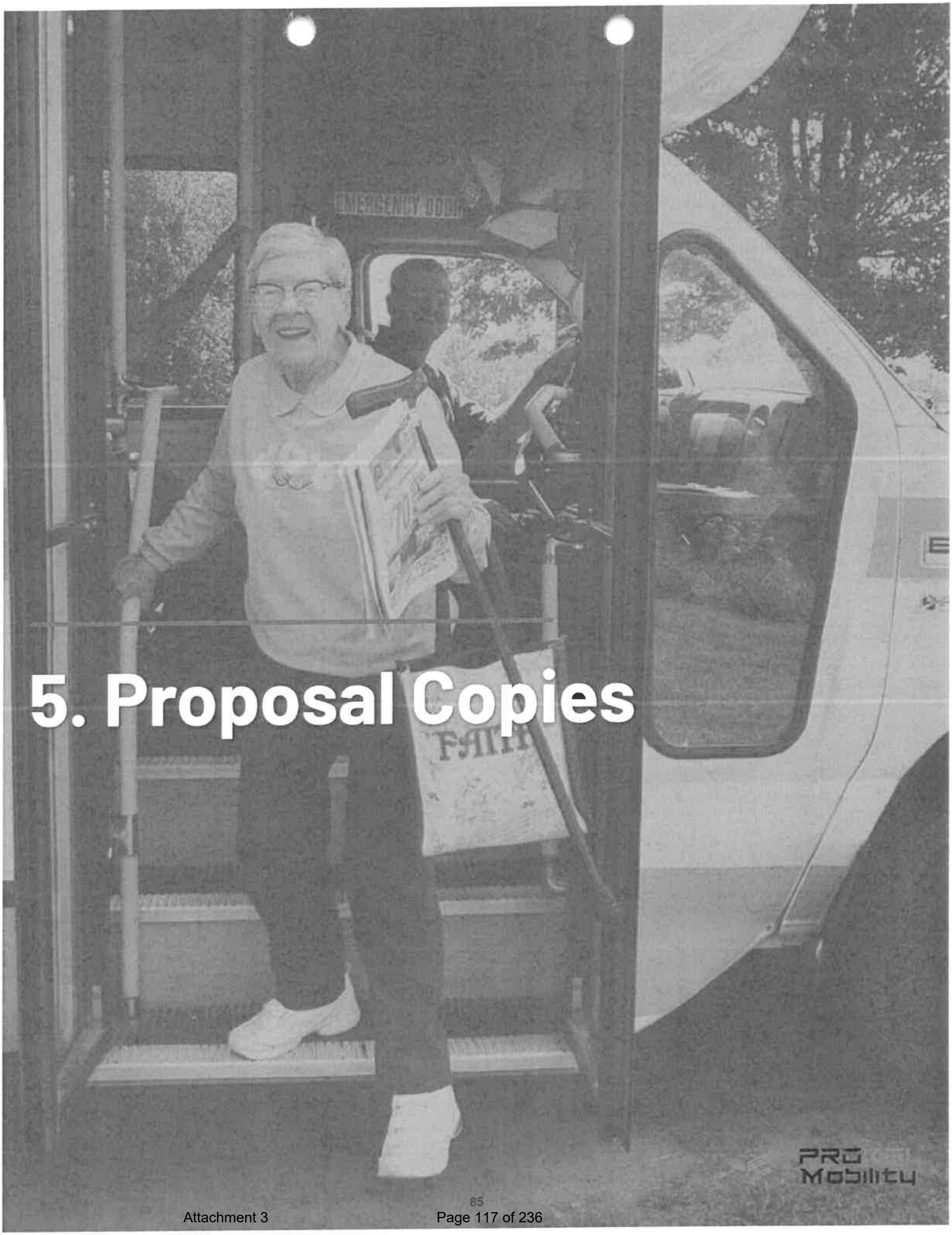


4. Price Proposal

4. Price Proposal

Submit your signed, firm, fixed fee price proposal for providing all design services, labor, materials, equipment etc., required for completion of services in accordance with your technical proposal on the provided Bid Form.

ProKel has submitted our signed, firm, fixed fee price proposal for providing all design services, labor, materials, equipment etc., required for the completion of services.

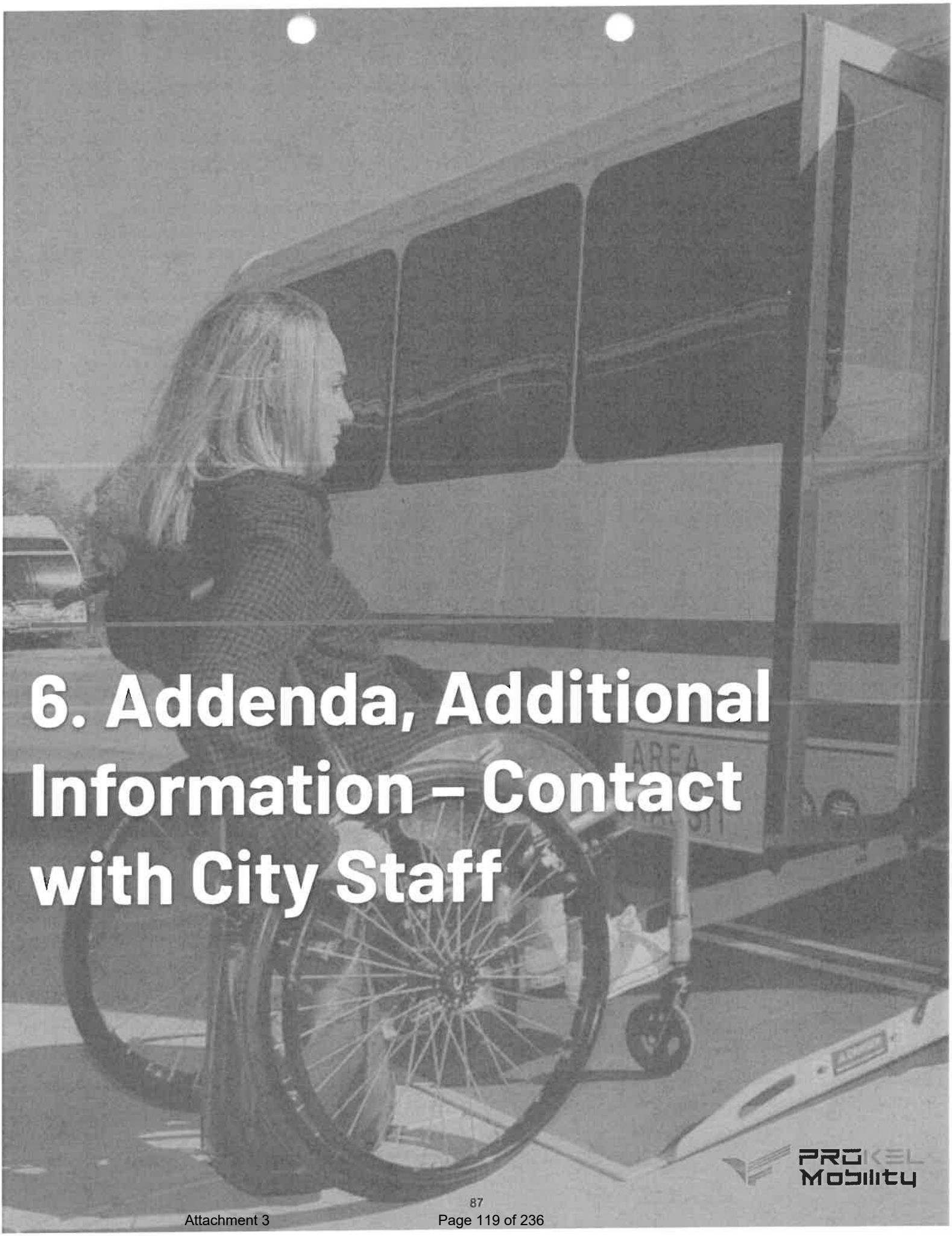


5. Proposal Copies

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Assistant Purchasing Manager. Electronic submission of proposals will be accepted through Demandstar.com or emailed to bids@coralsprings.gov.

ProKel is aware that electronic submissions are accepted through Demandstar.com or by emailing bids@coralsprings.gov. ProKel is prepared to comply with these submission guidelines to ensure our proposal's proper and timely receipt.



6. Addenda, Additional Information – Contact with City Staff

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Any contact with City Staff other than those in the Purchasing Division during the solicitation, evaluation, and award process regarding their Request for Proposal (RFP) may be grounds for elimination from the selection process. Only those communications, which are in writing from the Purchasing Manager, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: December 20, 2023

RFP NO.: 24-B-074

ADDENDUM NO. 1
LOCAL INTRA-CITY BUS TRANSPORTATION

Addendum is being issued in response to received Request for Information:

1. **Award Date vs. Service Start Date (Page 5, Section V):** On page 5, Section V, the RFP mentions that the Award Date of the Contract will be 2/21/24. Could you kindly provide information on the anticipated start date for the bus transportation service under this contract?

    - The anticipated start date for the bus transportation service will be February 29, 2024.

2. **Electronic Submission (Page 4, Paragraph 5):** Regarding the submission of proposals, if we choose to submit electronically, is it sufficient to send the electronic files via email to bids@coralsprings.gov, or is it mandatory to upload them to the Demandstar website? Your clarification on this matter will help ensure a seamless submission process.

    - Submission of proposals can be email to the referenced address, uploaded to Demandstar.com, or be brought in.

3. **Contract Renewal and Rate Increase (Page 6, Section VII):** In Section VII, it is mentioned that the contract will be for a three-year term with the option to renew for an additional three year period. Could you please confirm if the renewal requires mutual acceptance by both the city and the contractor and if there is a mechanism for rate adjustments during the second three-year renewal period?

    - Contract renewal will require mutual acceptance by both parties. The rate adjustment during the second three-year renewal period will be contingent upon the County's rate adjustment.

4. **Termination for Convenience Clause (Page 10, Paragraph 23):** Regarding the termination for convenience clause on page 10, Paragraph 23, which allows the City of Coral Springs to terminate the agreement with seven days' notice without cause, could you provide clarification on whether the City would consider reimbursing the contractor for the unamortized amount of vehicles purchased under this agreement as the contractor will be spending more than a quarter of a million dollars on the purchase of new vehicles.

    - No, the City will not reimburse the contractor for unamortized vehicles purchased under this agreement.

5. **References Requirement (References Form):** The References form provides space for eight references where services have been provided in the last two years. Is it mandatory to provide all eight references, or is there a specific number that must be completed to be deemed responsive?

    - Please list as many references as possible.

6. **Vehicle Procurement (Page 2, Section** II): In Section 11, Scope of Services, it is stated that the vendor must meet all requirements for buses. Could you clarify if the City of Coral Springs expects the vendor to purchase the required new vehicles or if the City will provide them through Broward County Transit? Currently Broward County Transit provides the community shuttle buses utilized by the majority of the other Broward County Community Bus Partners. Broward County funds the New Buses from the Penny for Transportation Surtax that was passed in November, 2018. Please clarify who will be responsible for the purchase of the New fleet for the City of Coral Springs Local Intra-City Bus Transportation program?

    - The purchase of new fleet is the responsibility of the selected vendor, if the City does not choose to lease through the County.

7. **Condition of Vehicles (Page 2, Section** II): Regarding the requirement for vehicles to be "new or in like-new" condition", could you specify whether criteria such as year model or mileage will be used to determine this requirement?

    - The requirements for vehicles to be "new or in like-new condition" are to follow federal vehicles minimum useful life of 5 years and 250,000 for vehicles used in the program.

8. **Backup Buses (Page 2, Section** II): The RFP mentions that "backup buses must be provided within 30 minutes". Could you clarify who will be responsible for providing these backup buses, and if there is an age or mileage requirements for the backup fleet?

    - Whomever the City is leasing the buses is to provide the backup fleet. The backup fleet is to follow the standards set forth for the primary buses.

9. **Alternative Fuels (Page 2, Section** II): Section II mentions that vendor buses should support alternative fuels. In the Broward County Community Bus Program, the buses that are currently provided by the County utilize propane and have been converted to utilize propane by Broward County. Will the buses utilized for Coral Springs be the same propane converted vehicles or will the contractor be required to purchase and/or convert the vehicles to utilize propane?

    - Buses to meet parameters as specified in the Interlocal Agreement.

10. **Bus Wrapping (Page 2, Section** II): Regarding the requirement for buses to be painted or wrapped, could you clarify if the buses are required to be wrapped, will the wrap artwork be provided by the City of Coral Springs? Who will be responsible for the cost of wrapping the vehicles?

    - The County will be responsible for wrapping the buses.

11. **Living Wage Requirement:** Considering the national driver shortage, this driver shortage is being experienced by Broward County Transit, Broward County School District and all other types of transit nationally. Due to this National Driver Shortage, the only way to combat this and consistently provide and retain drivers is to pay comparable wages. Would the City of Coral Springs consider requiring the contractor to implement the Broward County living Wage into this Agreement to attract and retain qualified drivers and eliminate future downtime due to the driver shortages? Many of the other Broward County Municipalities have implemented the Broward County living Wage Ordinance in their RFP requirements to ensure adequate driver coverage for the future.

    - The Living Wage Ordinance is specific to contracts with the County, therefore the ordinance is not applicable to City contracts.

12. **Interim Fleet Utilization:** If the City requires the vendor to purchase the necessary vehicles instead of providing Broward County owned vehicles, would the City of Coral Springs allow the use of an interim fleet while waiting for new vehicles to be delivered? Ordering new vehicles will usually takes three (3) to four (4) months from the time ordered until delivery.

    - Yes, as long as the interim fleet meet requirements set forth in Interlocal Agreement and Chapter 14-90.

13. **Technology Requirements:** Are there any specific technology requirements for the vehicles, such as cameras, GPS tracking, or passenger counters?

    - Buses are to be equipped with all necessary technology to properly service this contract.

14. **Bid and Performance Bonds:** Are there any requirements for Bid Bonds or Performance Bonds as part of this RFP?

    - No Bid Bond or Performance is required for this RFP.

15. **Deadline Extension Request:** Given the upcoming holidays (Christmas and New Years) between the last day for questions (December 20, 2023) and the proposal submission deadline (January 3, 2024). The City of Coral Springs will need to provide answers to all questions submitted after the December 20th deadline and many of the questions have monetary impact on the required price proposal. Therefore, if questions were answered within one work day after the question deadline, vendors will only have six (6) workdays until the submittal due date. This clearly is not enough time. Would the City of Coral Springs consider extending the due date for submittals by a minimum of two (2) weeks?

    - The City will not be extending the due date.

16. Is the current provider of the transportation Broward County Transit or is there a private company providing the transportation?

    - The current provider of the Intra-City Bus Transportation Service is a private company.

17. What is the current rate per hour being billed to the city currently?

    - The current hourly rate is $49.95.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE January 3, 2024 AT 2:00 P.M.

Kelly Gonzalez Jr.
Signature

ProTransportation, Inc dba ProKel Mobility
Company

1/3/24
Date

Miguel Machuca
Assistant Purchasing Manager

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: December 21, 2023

RFP NO.: 24-B-074

ADDENDUM NO. 2
LOCAL INTRA-CITY BUS TRANSPORTATION

Addendum is being issued in response to received Request for Information:

1. This is a follow-up to the question that has been asked and answered in Addendum #1, Question # 6, Vehicle Procurement. The question asks for clarification **"if the City of Coral Springs expects the vendor to purchase the required New Vehicles or if the City is going to provide the vehicles that Broward County Transit provides to most of the Broward County Community Bus Partners".**

   The answer provided in Addendum # 1 states as follows:

   "The purchase of new fleet is the responsibility of the selected vendor, if the City does not choose to lease through the County'

   Unfortunately, this does not address the essence of the question. If the City utilizes the County Vehicles, the vendor does not have to purchase vehicles in the amount of approximately $250,000.00 and therefore the price per hour submitted in this RFP will be significantly lower than if the vendor needs to purchase new vehicles. Your answer stating if the City does not choose to lease through the County clearly does not provide an answer or guidance to the question that was asked and submitted.

   - After further consideration, The City will be moving forward with leasing the vehicles through the County.

2. This is also a follow-up question that was asked and answered in Addendum #1, Question #8. The question asked for the **City to clarify who will be responsible for providing the backup buses. The answer provided to Question #8 in Addendum #1 states as follows:**

   "Whomever the City is leasing the buses is to provide the backup fleet. The backup fleet is to follow the standards set forth for the primary buses'

   Clearly this does not answer the question that was asked. We have not been provided specific information on if the City will be leasing the buses to the vendor or if the vendor needs to provide the vehicles. As stated above, this information is critical and the vendor needs to know if they will be required to spend the $250,000.00 to purchase the two required buses or if the City will be leasing the County owned vehicles to the vendor. Please provide clarification on this important item as it clearly has a huge monetary impact on the pricing submitted in this RFP.

- After further consideration, The City will be moving forward with leasing the vehicles through the County.

3. Again, due to the uncertainty of the answers previously provided in Addendum #1, we would request that the City of Coral Springs reconsider the due date of the submittals and allow for a short extension in order to give the vendors the time needed to provide the City of Coral Springs with a responsive submittal to this RFP.

    - The City will not be extending the due date of submittals due to the limited time available get a new contract in place.

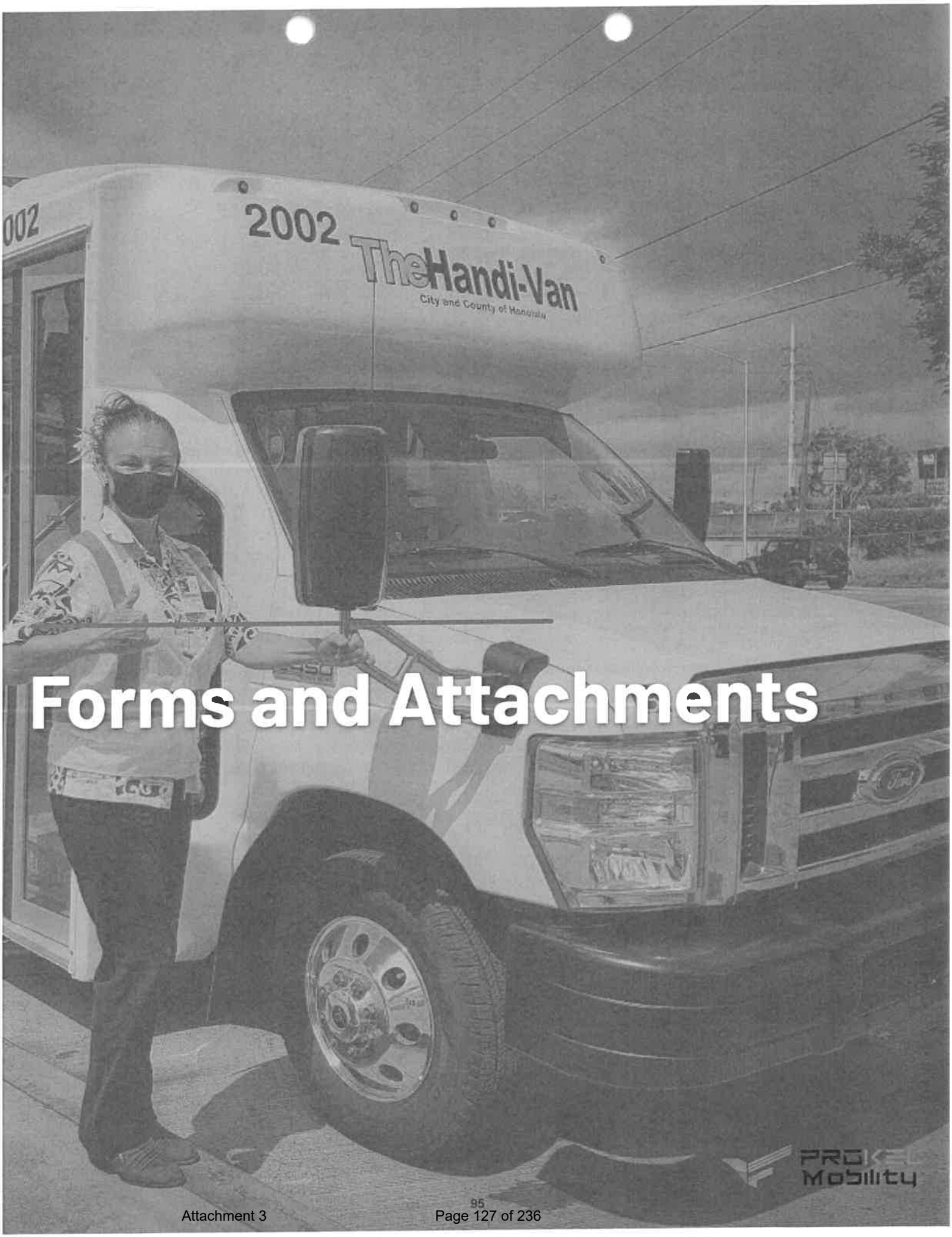
THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE January 3, 2024 AT 2:00 P.M.

Kelly Gonzalez Jr.
Signature

ProTransportation, Inc dba ProKel Mobility
Company

1/3/24
Date

Miguel Machuca
Assistant Purchasing Manager



Forms and Attachments

January 25, 2024

Miguel Machuca, CPPB
Assistant Purchasing Manager
Purchasing Division • Financial Services Department
City of Coral Springs
9500 W Sample Rd,
Coral Springs, FL 33065

Re: Re: RFP #24-B-074 - Local Intra-City Bus Transportation

Dear Mr. Machuca,

Pursuant to your letter dated January 22, 2024, the enclosed letter includes our response to the request by the City of Coral Springs (the "City") for our Best and Final Offer (BAFO) for the above-mentioned Request for Proposals.

The proposed pricing provided in this letter is a reasonable and well-considered approach to achieving the City of Coral Springs's vision for bus transportation services while aggressively controlling cost without compromising safety and customer satisfaction. The adequacy and reasonableness of the pricing was determined based on current national, state and local conditions. ProKel Mobility has reduced its overall hourly rate by $22.55 hourly, which accounts for a total reduction of $150,855 annually from the original submission.

(New BAFO Rate) **Total Cost/Hour/Bus for Local Intra-City Bus Transportation: $ 76.75 per hour**

ProKel Mobility is thrilled to have the opportunity to be a part of your continuing story and to partner with you to deliver on your stated goals for these services. In the meantime, please do hesitate to contact me if we can any answer questions or provide any additional information to assist you in making an informed decision.

Thank you for your consideration.

Sincerely,

Kelly Gonzalez Jr.
CEO

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PROPOSAL FORM FOR LOCAL INTRA-CITY BUS TRANSPORTATION
REQUEST FOR PROPOSAL NO. 24-B-074

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.

2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.

3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.

4. Offeror has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Manager is acceptable to Offeror.

5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

LOCAL INTRA-CITY BUS TRANSPORTATION

6. Offeror will complete the work as describe in the RFP for the following price:

Total Cost/Hour/Bus for Local Intra-City Bus Transportation: $ 76.75 per BAFO per hour

7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. 1 Date 1/3/2024
Addendum No. 2 Date 1/3/2024
Addendum No. _____ Date _____

8. The following documents are attached to and made as a condition to this Proposal:

(a) Proposal (As indicated in Section III – Proposal Requirements)
(b) Offeror's Certification
(c) Certified Resolution
(d) Non-Collusive Affidavit
(e) Offeror's Foreign (Non-Florida) Corporate Statement
(f) Qualifications Statement
(g) References
(h) Drug-Free Workplace Certification
(i) Certification Pursuant to F.S. 287.135
(j) Affidavit of Compliance with Foreign Entity of Laws
(k) Proposal Security
(l) Certificate(s) of Insurance
(m) Proof of E-Verify Registration
(n) Copy of Current Professional License(s)

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

10. The correct legal name of Offeror is: PROTRANSPORTATION INC. DBA Prokel Mobility
Address: 1200 North Federal HWY Suite 200
City/State/Zip: Boca Raton, FL 33432
Telephone No.: 561-506-5721 Fax No.: 305-675-3611
Email Address: kelly@prokelmobility.com
Social Security No. or Federal I.D. No.: 47-4592028

11. Communications concerning this Proposal shall be addressed to
Kelly Gonzalez Jr. at the following address:
1200 North Federal HWY Suite 200 Boca Raton, FL 33432
Telephone No.: 561-506-5721 Fax No.: 305-675-3611
Email Address: kelly@prokelmobility.com
Submitted on January 3, 2024.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

By: _____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 202__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202_.

_____
Printed Name of Firm

By:_____
Signature of Owner

_____
Witness

_____
Witness

_____
Printed Name of Individual

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of , 202__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of_____, 202__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____
Witness

_____
Printed Name of partner

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 202__, by _____(Name), _____(Title) of _____(Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

(CORPORATE SEAL)

ATTEST:

By Pearl Goldblatt
Secretary

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

_____
Printed Name of President or other authorized officer

_____
Address of Corporation

_____
City/State/Zip

_____
Business Phone Number

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 2nd Day of January, 2024, by Kelly Gonzalez (Name), CEO (Title) of Pro Transportation Inc (Name of Company) on behalf of the corporation, who is personally known to me or who has produced DL# G524-512-84-469-0 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

Elvin Velasquez
Comm. #HH076238
Expires: Dec. 8, 2024
Bonded Thru Aaron Notary

(Name of Notary Public: Print, Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, Pearl Goldblatt (Name), the duly elected Secretary of Protransportation DBA ProKel Mobility (Corporate Title), a corporation* organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Kelly Gonzalez (Name)" The duly elected CEO (Title of Officer) of Protransportation DBA Prokel Mobility (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
Pearl Goldblatt	President/Secretary	Pearl Goldblatt
Kelly Gonzalez	Chief Executive Officer	

Given under my hand and the Seal of the said corporation this 2nd day of January, 2024.

(SEAL)

By: Pearl Goldblatt
Secretary

President / Secretary
Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

***The Term Corporation shall include Corporation, Company, or Partnership**

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

_____(a) Maintaining, defending, or settling any proceeding.
_____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
_____(c) Maintaining bank accounts.
_____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
_____(e) Selling through independent contractors.
_____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
_____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
_____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
_____(i) Transacting business in interstate commerce.
_____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
_____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
_____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
_____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____
OFFERORS CORRECT LEGAL NAME

_____
SIGNATURE OF AUTHORIZED AGENT OF OFFEROR

CORAL SPRINGS
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QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Manager
City Hall
ADDRESS: 9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

Partnership
Individual
Corporation
Other

SUBMITTED BY: Kelly Gonzalez Jr.

NAME PROTRANSPORTATION INC. DBA Prokel Mobility

ADDRESS: 1200 North Federal HWY Suite 200 Boca Raton, FL 33432

TELEPHONE NO. 561-506-5721

FAX NO. 305-675-3611

E-MAIL ADDRESS: kelly@prokelmobility.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is: PROTRANSPORTATION INC. DBA Prokel Mobility

   The address of the principal place of business is: 1200 North Federal HWY Suite 200 Boca Raton, FL 33432

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 04/29/2015
   b. State of Incorporation: Florida
   c. President's name: Pearl Goldblatt
   d. Vice President's name: N/A
   e. Secretary's name: Pearl Goldblatt
   f. Treasurer's name: N / A

g. Name and address of Resident Agent:

Goldblatt, Pearl

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

8+ years

a. Under what other former names has your organization operated?

N/A Protransportation

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. **Please attach certificate of competency and/or state registration.**

N/A

8. Do you have a complete set of documents, including drawings and addenda?

(Y) ✓ (N) _____

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

Kelly Gonzalez Jr	1200 NORTH FEDERAL HWY SUITE 200 BOCA RATON, FL 33432	561-506-5721
(name)	(address)	(phone number)
Pearl Goldblatt	1200 NORTH FEDERAL HWY SUITE 200 BOCA RATON, FL 33432	561-506-5721
(name)	(address)	(phone number)
(name)	(address)	(phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

We have listed the pertinent experience of the key individuals on the following pages of this documentation.

11. State the name of the individual who will have personal supervision of the work:

Kelly Gonzalez Jr.

12. State the name and address of attorney, if any, for the business of the Offeror:

This information can be provided upon further request.

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

This information can be provided upon further request.

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

This information can be provided upon further request.

15. State the name of Surety Company which will be providing the bonds if any bonds are required by the Instructions to Proposers, and name and address of agent:

Not Applicable

16. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and any Subsidiary Compounds proposed for the contract.

Not Applicable

(Use additional sheets if necessary)

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

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

Not Applicable

b. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

Not Applicable

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE

CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of January, 2024 by Kelly Gonzalez of Pro Transportation Inc who is personally known to me or who has produced DL# G524-512-84-469-0 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

Elvin Velazquez
Comm. #HH070238
Expires: Dec. 8, 2024
Bonded Thru Aaron Notary

(Name of Notary Public: Print, Stamp, or type as Commissioned)

- **Resumes of each person that will be assigned to the project should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, honors, and awards received, professional associations of which the firm and/or its personnel are members.**

Expert Management Team Who Knows This Service and This Community

The following is an introduction to the ProKel team and an overview of our vast experience with and expertise in similar projects.



Justin Cayless
General Manager



Robert Hann
Special Projects Manager



Natasha Serra
Director of Grants and Mobility Funding Compliance



Vasti Amaro
Strategic Advisor



Kelly Gonzalez Jr.
CEO + Owner
Project Manager



Anthony Radicone
VP of Maintenance



Warren Montague
Special Projects Consultant



Jacqueline Goldsmith
Operations Manager



Frank Ciccarella
Vice President of Safety



Eduardo Carrion
Chief Operating Officer



Marcos Monheit
CFO



Michelaire Phanor
Vice President of Operations



Angelica Williams
Director of HR and Internship Program



Lashonda Carter
Regional Safety Manager

Justin Cayless, General Manager



Justin Cayless brings over seven (7) years of extensive experience in fixed-route paratransit operations. His journey began as a JTA Paratransit Supervisor, evolving into roles of increasing responsibility, including Director of Operations and Interim Senior Director of Operations for the New Orleans RTA. With expertise in overseeing a $115 million annual budget and managing a team of over 600 employees, Justin has proven his abilities in contract management, budgeting, and operational oversight. His tenure includes significant achievements in implementing technological solutions, enhancing customer service, and improving operational efficiencies. Justin's adeptness in emergency preparedness, ADA services, and innovative transit project implementation marks him as a leader in the field of public transportation.

Robert Hann, Special Projects Manager



Robert Hann has been in the transportation industry since 1995, most recently serving as General Manager for Coach USA in Chicago. He will serve as the transportation planner for the Coral Springs project.

He has vast experience designing and operating fixed-route bus services, corporate commuters, airport, convention and parking lot shuttles, and private transportation solutions.

Robert has an MBA from DePaul University and an MS from the Kelley School of Business at Indiana University.

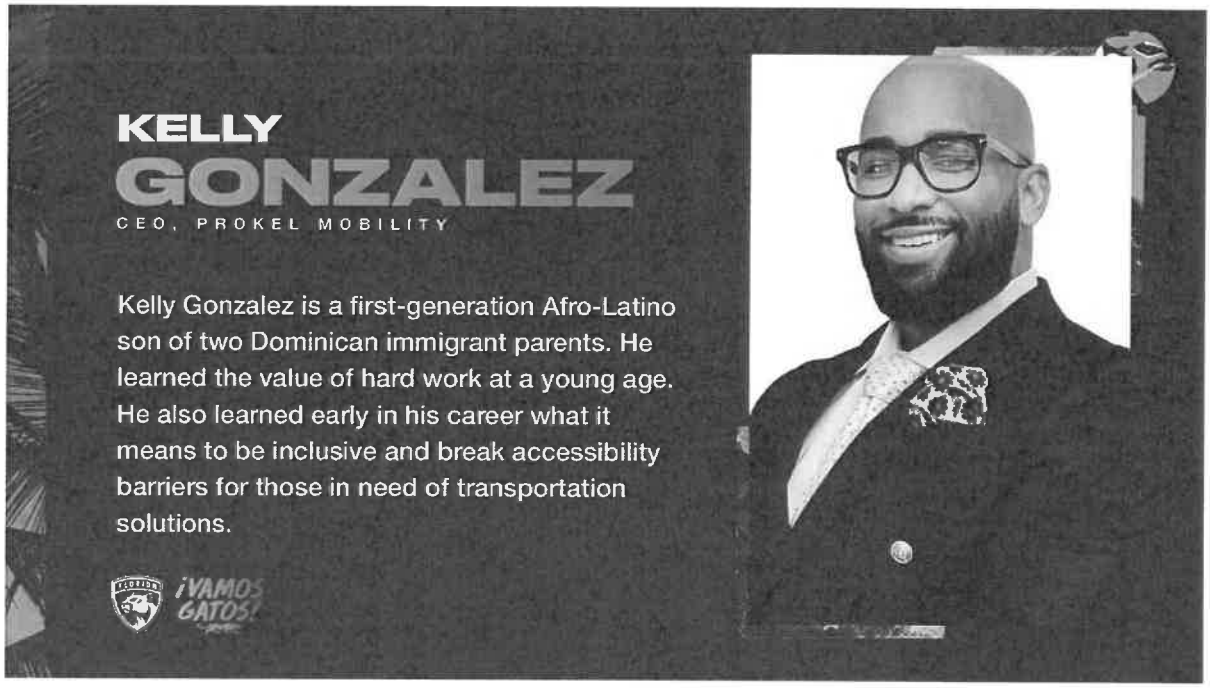
Kelly Gonzalez Jr., ProKel Mobility Coral Springs Project Manager / CEO - 2ND VP OF COMTO Miami



Kelly is the embodiment of the American dream in the transit community. Starting off as a driver earning minimum wage, he became the director of North America's largest privately owned transportation company. His previous experience includes working at a company whose growth expanded to **$1.3 billion in revenue** with **16,000 team members and 10,000 vehicles nationwide**. With this knowledge in tow, Kelly brings the same ingenuity and innovative solutions approach to ProKel Mobility. Kelly's transportation industry solutions have positioned ProKel to become a leader in the industry and secure market space in paratransit, shuttle bus services, and special needs transportation.

Outside of leading ProKel as one (1) of the nation's preferred transportation firms, Kelly is known for his proactive and positive employee relations. Kelly implements performance and safety-focused incentive goals to reward ProKel employees for doing a good job and compensate them for a job well done. This **inclusive equity reward system** is one (1) of the reasons ProKel drivers stay motivated throughout their employment with the company. ProKel's **turnover is less than 6% thanks** to retention plans that Kelly has enacted at the company.

(Featured by Florida Panthers for its Hispanic Excellence Awards)



Local Experience and Knowledge of This Contract

ProKel Mobility's proposed management team and staff to support this contract are not only the best in the industry but also **residents of the area and community leaders.** To the management team, this is more than just a "government contract."



ProKel Mobility's CEO/Owner, Kelly Gonzalez Jr., is a resident of South Florida and has led numerous initiatives to propel South Florida's transit management development and the community.

During his tenure as general manager for the Transportation Management Association's Downtown City Fort Lauderdale Sun Trolley and Broward County's TOPs Program, Kelly oversaw 260 employees and 100+ propane and diesel vehicles. Kelly was able to lead the County to new accomplishments, including the following:

- Worked with local stakeholders to push the Penny for Transportation surtax, which is now helping multiple small cities within the County
- Raised the wages for the workforce and added new, attractive benefit packages to improve the quality of life of all employees and satisfy his *Diversity, Equity, Inclusion* philosophy
- Successfully introduced, piloted and operated the City of Fort Lauderdale's first 100% electrical shuttle bus, thus reducing the carbon footprint

CITY OF FORT LAUDERDALE FLORIDA

BROWARD.org



- Successfully organized, shuttled and evacuated residents to shelters during the State of Emergency declarations of Florida Governor Ron DeSantis and Broward County Mayor Mark Bogen
- Introduced new safety programs focused on positive behavior reinforcement, which helped dramatically decrease accidents and improve passenger customer service
- Sourced new micro-transit alternatives to offer partnering cities improvement in service delivery and innovation
- Assisted cites as a consulting arm (at no additional cost) with marketing and route optimization initiatives



to ensure they surpass their Interlocal 1.7 PPH agreements

Kelly is also active with numerous at-risk youth non-profit organizations in Florida. Growing up from humble beginnings in inner-city Liberty City, Kelly depended on the Police Athletic League (PAL) and afterschool programs for support, education and sometimes even food.

Today, via ProKel Mobility, Kelly prioritizes being involved in the community he serves.









The preceding photos depict a few examples of Kelly's community involvement, emphasizing giving back to local communities. Kelly partners with local government and local PAL programs to help fill voids and needs for the most vulnerable within the community.

Eduardo Carrion, Chief Operating Officer



An innovative and results-driven leader focused on achieving exceptional results in fast-paced environments that demand continuous process improvement, Eduardo is a visionary, strategist and tactician. He has accomplished many important tasks in the first six (6) months of his position. His drive comes from sincerely wanting to provide a reliable and effective source of public transportation for the community.

In his own words:

"Knowing that the services we provide make a difference to individuals in our community is my favorite part of my job. We are here for that little old lady who needs to go to the pharmacy to get her medicines, and we are the only means to get there; for that young mother of two that I see every morning waiting at a bus stop on her way to take the kids to daycare then to work; for that young man going to our local community college – he is the first of his family to go to college; for the gentleman in a wheelchair who wants to be independent and not rely on others for transportation. We are here for a large number of people that either choose or are dependent on public transportation to get to work."

Eduardo also served in several executive positions within the Regional Transportation Authority (RTA), including Director of Information Technology and Director of Planning and Development. His career at RTA was marked by his innovation and resourcefulness in seeking and securing funding for much-needed capital and operational incentives.



Eduardo has a bachelor's degree in workforce education and development, an associate degree in information management, and years of experience managing hundreds of employees at multiple locations. He is a twenty (20) year Air Force Veteran and has worked in technology and logistics. Recently, Eduardo has developed short-term transportation goals for the community, overseeing the annual operating and capital budget and working with local, state and federal legislators on issues relating to public transportation while emphasizing a strong customer focus to ensure that riders receive the best transit service possible.

Eduardo embraces his demanding schedule to effectively carry out his duties and provides the best service available to his community. Many changes were made to effectively enhance RTA's ability to provide better public transportation to the community. He says: *Our*

ultimate goal is to link people with jobs, recreation, medical facilities, education, shopping, cultural, and other daily activities by offering mobility choices consistent with the region's long-range needs.

To put it briefly, Eduardo consistently delivers extraordinary growth, operational performance, and workforce development results. He is experienced in driving services, process and customer service improvements while building partnerships with key decision-makers.

He will help Coral Springs ensure a comprehensive and complete system.

Vasti Amaro, Strategic Advisor



Since Vasti joined the company in 2020, ProKel Mobility has broken into new market sectors and doubled its growth despite the pandemic. Vasti helped build ProKel's operations structure, which has today allowed the company to operate at 95% on all operations, safety and safety metrics nationwide.

Vasti has more than twenty-five (25) years of transportation experience in both public and private sectors, delivering passenger transport in transit, airport ground transportation and university spaces. While working for global transportation firms, she was responsible for successful start-up operations for Hillsborough Area Regional Transit (HART) in Tampa, Dallas Area Rapid Transit (DART), Phoenix Transit, Greater Richmond Transit Company (GRTC), Phoenix Sky Harbor International Airport (CONRAC), Fort Lauderdale-Hollywood International Airport and the bus shuttle for Miami International Airport.

Before joining ProKel's board and serving as the executive suite coach for ProKel's CEO Kelly Gonzalez Jr., Vasti served as the Chief of Staff for the Port Authority of Allegheny County, where she worked closely with CEO Katharine Eagan Kelleman to help improve the agency's service, modernize its systems and expand the public engagement programs.

Vasti also serves as an Advisory Board member for Women of Color Golf and Director of the Girls on the Green Tee Program, a nonprofit organization based in Tampa, FL. Their mission is to teach women and young girls of color, ages ten (10) to seventeen (17), the game of golf. The organization was recently selected as the PGA Charity of the Year, receiving $30,000 for the Girls on the Green Tee program. They also hosted its Inaugural Golf Classic in conjunction with the NFL Alumni Super Bowl golf tournament raising additional funds for the program.

Natasha Serra, Director of Grants and Mobility Funding Compliance



Natasha is dedicated to the South Florida region and has over eight (8) years of experience with auditing and compliance in FTA 5307, 5310, 5311, 5312 and 5339 funding. Natasha holds a degree in Organizational Management with a Concentration in Public Safety Administration. She is a passionate human services advocate with a proven track record of leveraging resources to implement transit projects. She has extensive experience with public involvement programs at the local, state and national levels and has developed innovative programs by integrating technological resources and human capital. Natasha excels at organizing community stakeholders towards common goals while tracking and analyzing program-related performance measurement metrics.

Frank Ciccarella, Vice President of Safety



Frank has over forty (40) years of senior executive safety and training transportation experience. Frank joined ProKel Mobility in October 2020 and has positively reshaped the safety culture within the company.

Winner of the 2007 American Public Transportation Association (APTA) Gold Award for the best overall safety program in America and now Vice Chairman of the APTA Bus Safety Committee, Frank has gone from strength to strength, conceiving, creating, implementing and directing a great number of transportation safety programs— especially paratransit safety and customer care driver training programs. He has been rewarded by seeing these programs come to fruition, raising the safety and customer care levels in the companies concerned. Frank has expertise as a senior executive in a $2.2 billion passenger transportation company and has directed large-scale change management processes.

Lashonda Carter, Regional Safety Manager



Lashonda is highly proficient in the Smith System and LLLC defensive driving programs. She incorporates these programs as the foundation of her organizational behavior disciplines and management theories. She joined ProKel in 2017, and the company immediately felt the impact. Our accident frequency rate decreased by 43%. This not only ensured the safety of our passengers and drivers but also affected the financials of our company; we were able to lower our pricing due to decreased insurance premiums, which in turn allowed us to be more price-competitive for our customers and helped them be better stewards of the funds they receive for our services.

At ProKel, we take safety seriously. Lashonda has a No Unsafe Zero (0) Tolerance Policy, which ensures the safety of the passengers on the road.

Lashonda also has multiple positive behavior incentive programs that encourage safe driving. She is a big believer in positive reinforcement. Her monthly positive behavior and incentive programs keep our drivers on their toes and excited about safety while boosting the overall morale of our company. The standard she sets at the location can be felt when we receive positive customer service commendations from riders. She always preaches that great safety habits and workforce morale will trickle down to the service provided.

Angelica Williams, Director of HR and Internship Program



Angelica is a University of Florida graduate with over ten (10) years of experience in human resources, recruiting and internship programs. Angelica will manage Coral Springs's recruiting functions and ensure ProKel has the best talent in the industry. She will also work directly with Kelly Gonzalez Jr. on programs to ensure Coral Springs's employees are retained and morale is consistently high.

She will oversee the development and implementation of this program and assign interns to various departments. Angelica is the liaison between the company and the educational institution (the student's faculty sponsor, career center director and/or career counselors). She directly supervises and interacts with the interns, coordinates their day-to-day activities with department supervision, evaluates intern performance and provides progress reports to the educational institution.

Warren Montague, Special Projects Consultant



Warren Montague brings over thirty (30) years of first-class transportation operations experience. With twenty (20) years leading transportation efforts in the City of Philadelphia and an impressive transit record managing transportation services as a paratransit general manager providing services for Metropolitan Atlanta Rapid Transit Authority (MARTA), Warren has one of the most distinguished resumes in the nation.

As the former manager of mobility services (operating as a contractor for the Detroit Department of Transportation), Warren is a mentor to ProKel's CEO Kelly Gonzalez Jr. Warren took Kelly under his wing in 2015 via the Conference of Minority Transportation Officials' (COMTO) workshop programs. Since 2015, our CEO has been fortunate to learn from the best.

Warren will assist Coral Springs on all matters related to paratransit services.

Warren currently serves as the manager of mobility services for MV Transportation in Detroit, MI. In this role, he is the liaison for the Detroit Department of Transportation (DDOT) Compliance & Standards department, which oversees the Disadvantaged Business Enterprise (DBE) Program, Title VI, Paratransit Services, Specialized Services and the Drug and Alcohol Program.

Previously, Warren was the chief operating officer for Customized Community Transportation of the Southeastern Pennsylvania Transportation Authority (SEPTA), for which he was responsible for all contracted transportation services, including paratransit, circular, and small bus routes in the surrounding counties. As a transportation professional, he was an effective chief and oversaw one of the largest paratransit operations in the United States. His management expertise facilitated the delivery of critical transportation services to a seriously under-served constituency in the fifth-largest city in the country.

Since 1996, Warren has been an active member of COMTO's local and national organization in the following capacities:

- President of the Greater Philadelphia Area Chapter (six (6) years);
- National Board of Directors (ten (10) years)
- Council of Presidents Representative (six (6) years)
- Secretary/Treasurer (two (2) years)
- 1st Vice Chair (two (2) years)
- Conference Chairman, 2011 National Meeting and Training Conference in Philadelphia, PA

Under his leadership and guidance, the Greater Philadelphia Area local chapter has received numerous awards, including "Chapter of the Year" for its community service and scholarship efforts. In addition, local corporate executive members have been awarded "Executive of the Year." Warren has received several awards for his service and leadership, including the Gerald A Sibling

Award. Although currently working in the Midwest, he continues to stay connected and counsel the local chapter.

Marcos Monheit, CFO



Marcos Monheit is an alum of John Hopkins University. Marcos has over twenty (20) years of experience in the financial realm.

He is a financial executive at Monheit Consulting LTD., with broad experience in all aspects of financial management, including accounting, financial reporting, budgeting and analysis, treasury, capital markets and mergers and acquisitions. He is experienced with start-up companies, private equity funding, and companies at every stage of development. Marcos specializes in financial modeling, mergers and acquisitions, interest rate derivatives and implementation of credit facilities.

Mitch Phanor, Vice President of Operations



ProKel Mobility's Chief Operating Officer, Mitch Phanor, brings over twenty (20) years of transit experience from working with the New York transit system. Mitch had oversight of startups and mobilizations, which included 2,000+ vehicles and 3,000+ team members during his tenure in New York City, for all the municipal contracts under New York City Transit and local and state governing agencies.

During his twenty (20) year term in New York City, Mitch's operations maintained a 97%+ On-Time Performance, and he was recognized for multiple Safety and Blue Seal of Excellence Awards for maintaining government-owned fleets in good condition while ensuring his maintenance technicians were Automotive Service Excellence (ASE) certified.

Mitch's extensive experience in operating and managing all of New York City's boroughs will give Coral Springs operation experience oversight that no other local provider can match or deliver.

Mitch fosters a spirit of "the customer always comes first" and takes pride in his work to achieve that goal, exceeding Coral Springs's contractual expectations. Mitch's experience in management culture has proven to be invaluable in servicing the transportation needs of all the agencies ProKel services, including:

- The State of New York,
- The City of North Miami Beach,
- The Columbus Ohio Transit Authority,

- The Valley Metro Regional Public Transportation Authority,
- All Palm Beach County regional operations,
- All Broward County regional operations, and
- All Miami Dade County regional operations.

Mitch oversees the day-to-day operations for ProKel nationally; he is committed to providing exceptionally tailored services to Coral Springs and addressing individual needs and requirements.

Anthony Radicone, Vice President of Maintenance



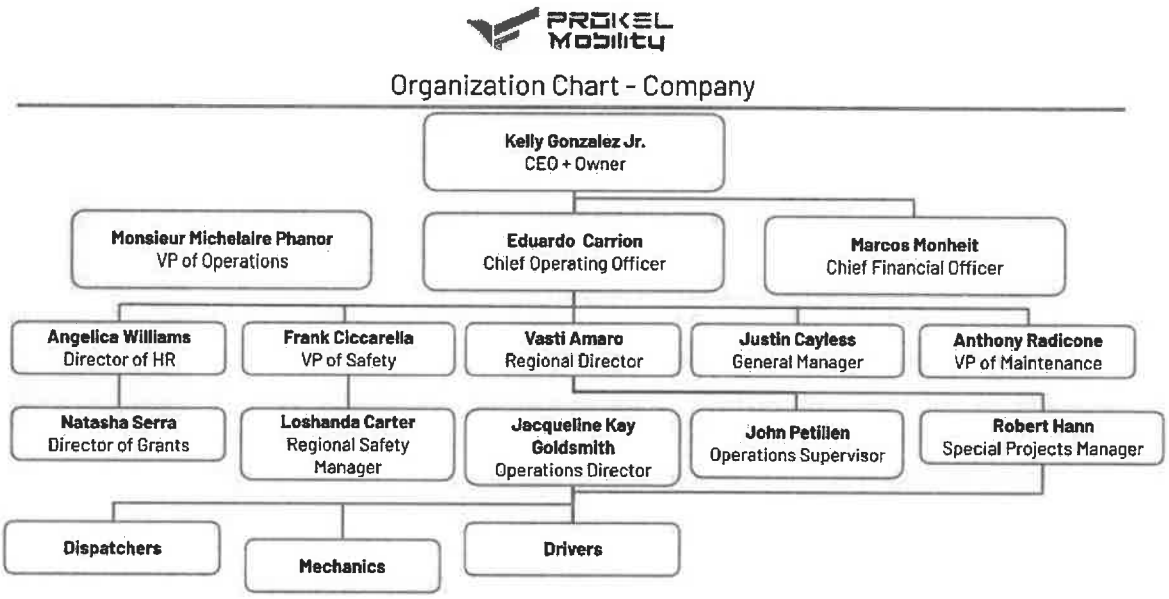
Anthony Radicone will be the Vice President of Maintenance for this engagement, bringing his experience running maintenance operations on the management level for over thirty (30) years.

He most recently served with First Transit Group until 2019. As the Maintenance Manager, he ensured safe operation and proper service schedules, including Audit Work Orders, monitoring trends and recommending changes to the maintenance program. He will bring his master capabilities to Coral Springs, supporting the existing and new fleets.

For further information about any of our team members, please contact us. Additionally, we have attached our key personnel resumes in **Appendix B: Key Personnel Resumes.**

- **Organizational chart**

  ProKel has provided our organizational chart below:



NON-COLLUSIVE AFFIDAVIT

State of Florida)
)ss.
County of Palm Beach)

Kelly Gonzalez Jr. being first duly sworn, deposes and says that:

(1) He/she is the CEO, (Owner, Partner, Officer, Representative or Agent) of ProTransportation, Inc dba ProKel Mobility, the Offeror that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

_____

_____

By: _____

Kelly Gonzalez Jr.

(Printed Name)

Chief Executive Officer

(Title)

ACKNOWLEDGEMENT

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of January 2024, by Kelly Gonzalez, who is personally known to me or who has produced DL# G584-572-84-469-0 as identification and who did (did not) take an oath.

WITNESS my hand and official seal

_____

NOTARY PUBLIC

Elvin Velazquez
Comm.#HH070238
Expires: Dec. 8, 2024
Bonded Thru Aaron Notary

_____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROTRANSPORTATION INC. DBA Prokel Mobility

BUSINESS NAME

PROVIDER'S SIGNATURE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Kelly Gonzalez Jr. (Print Name), on behalf of PROTRANSPORTATION INC. DBA Prokel Mobility (Company Name),

certifies that PROTRANSPORTATION INC. DBA Prokel Mobility (Company Name) does not:

1. Participate in a boycott of Israel.

Signature

Title CEO

Date 12-30-23

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of January, 2024, by Kelly Gonzalez, as CEO for Pro Transportation, Inc, who is personally known to me or ~~who has produced~~ DL# G524-512-84-469-0 as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Elvin Velazquez My commission expires: 12-8-2024

Elvin Velazquez
Comm.#HH070238
Expires: Dec. 8, 2024
Bonded Thru Aaron Notary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joe Stein	
Cornell Insurance Services Raritan Plaza III 105 Fieldcrest Ave, Suite #104 Edison NJ 08837	PHONE (A/C, No, Ext): (732) 860-7031	FAX (A/C, No): (732) 612-1132
	E-MAIL ADDRESS: jstein@cornellins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Northfield Insurance Company	27987
INSURER B : Prime Insurance Company	12588
INSURER C : Kinsale Insurance Company	38920
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Protransportation Inc DBA Prokel Mobility
1200 North Federal Highway,
Suite 200
Boca Raton FL 33432

COVERAGES **CERTIFICATE NUMBER:** Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		WS489277	10/20/2021	10/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 2,500 $ $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PC21101860-0	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Per Person	$ 2,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100130240-1	10/20/2021	10/20/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Opa-locka is additional insured on the General Liability policy

CERTIFICATE HOLDER

City of Opa-locka
780 Fisherman Street 4th Floor
Opa-locka FL 33054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name
Pro Transportation

Doing Business As (DBA) Name

Company ID
1390130

Enrollment Date
Mar 12, 2019

Employer Identification Number (EIN)
474592028

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
20 to 99

NAICS Code
485

Sector
Transportation and Warehousing

Subsector
Transit and Ground Passenger Transportation

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

1910 7TH AVE N
lake worth, FL 33441

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

⚠ We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

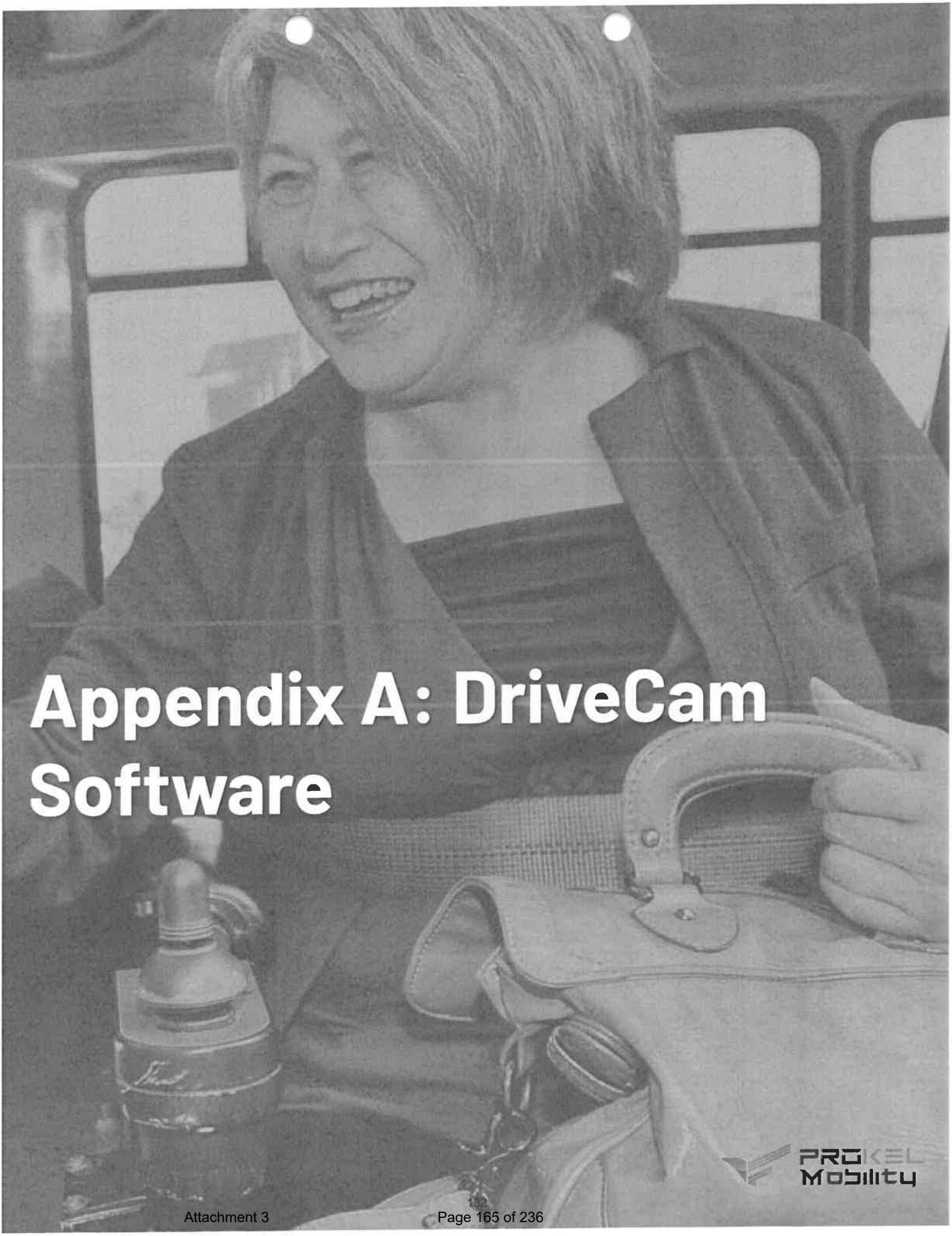
Verify Its Own Employees

Memorandum of Understanding

View Current MOU




Appendices
PROKEL
Mobility



Appendix A: DriveCam Software

PROKEL Mobility

lytx®

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KNOW WHAT HAPPENED

Answers faster.

Access the video you need at the right time, at the right length, so you can get the facts you need in minutes.



LYTX VIDEO PLATFORM

MANAGE YOUR DRIVERS

Visibility at the right time.

Get the timely insights you need to help you monitor driving risk and fleet status.



RISK DETECTION SERVICE

FLEET TRACKING SERVICE

CHANGE BEHAVIOR

Safer driving habits.

Improve driver behavior, reduce risk, and lower collision frequency with the industry-leading driver safety program.



DRIVER SAFETY PROGRAM

Lytx Video Platform	Risk Detection Service	Driver Safety Program	Fleet Tracking Service
The video facts fleets need – in minutes.	**Monitor fleet risk with timely insights.**	**A proven approach to improving driving habits.**	**Improve customer satisfaction and safety - in one solution.**
Gives users access video anywhere they have an internet connection.	**Provides users with insights about driving moments that are important to track.**	**Helps change behavior by coaching drivers to be aware of their habits on the road.**	**Provides real-time fleet status so users can optimize productivity.**
	All features of **Lytx Video Platform PLUS:**	All features of **Lytx Video Platform and** select features of **Risk Detection PLUS:**	All features of **Lytx Video Platform PLUS:**
• Immediately access up to 100 driving hours of video online from Lytx account - Continual recording - Live Streaming Video - 5 min per vehicle per month • Ability to add auxiliary cameras • Secure access to Lytx account, programs, services and data • Gateway to manage drivers, vehicles, select configurations and administrative functions	• Dashboard displays the categories that are contributing to risk, frequency by count and trend, per Group. (April/May) • Event List provides a summary of exception-based events generated by vehicles drivers including accelerometer, speeding, rolling stop and third-party ADAS triggered events. • Extend Events: Get 30-seconds before and 30-seconds after exception-based events (when Continual Recording is activated) • No coaching workflow	• Prioritized coaching tasks • Prescriptive coaching workflow • Human review identifies behaviors and outcomes • Reports: Safety and performance; Drivers, group, and program status reports, Industry benchmarking • Scores: Coaching effectiveness help users monitor efficacy • Program management and support • Program reviews, ROI analysis • Insight dashboards	• Real-time vehicle location • Route replay • Locate closest vehicle • Custom geo-fences with real-time alerts • Real-time and past vehicle location data • Fuel management reports (available with J1939 ECM connection) • State mileage data extracts

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RISK DETECTION SERVICE

The tools you need to monitor fleet risk on your terms.

Get the insights that help you spot moments that are important to track. You decide when it's right to take action.

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RISK DETECTION SERVICE

Monitor fleet risk on your terms. Surfaces driving moments that are important to track with a high degree of confidence, so you can decide when it's right to take action.

I need to monitor fleet risk throughout the day so I can take action at the right time.

- **Monitor driving behaviors and where risk is happening and decide when to take action**
- **Spot trends and address behaviors that are contributing to fleet risk**

Overarching Benefits

✓ **Surface**
Identifies the potential risk you care about in minutes

✓ **Notify**
Fleet managers get a summary of events that are important to track

✓ **Monitor**
Review events and spot trends so you can take corrective action when you need to

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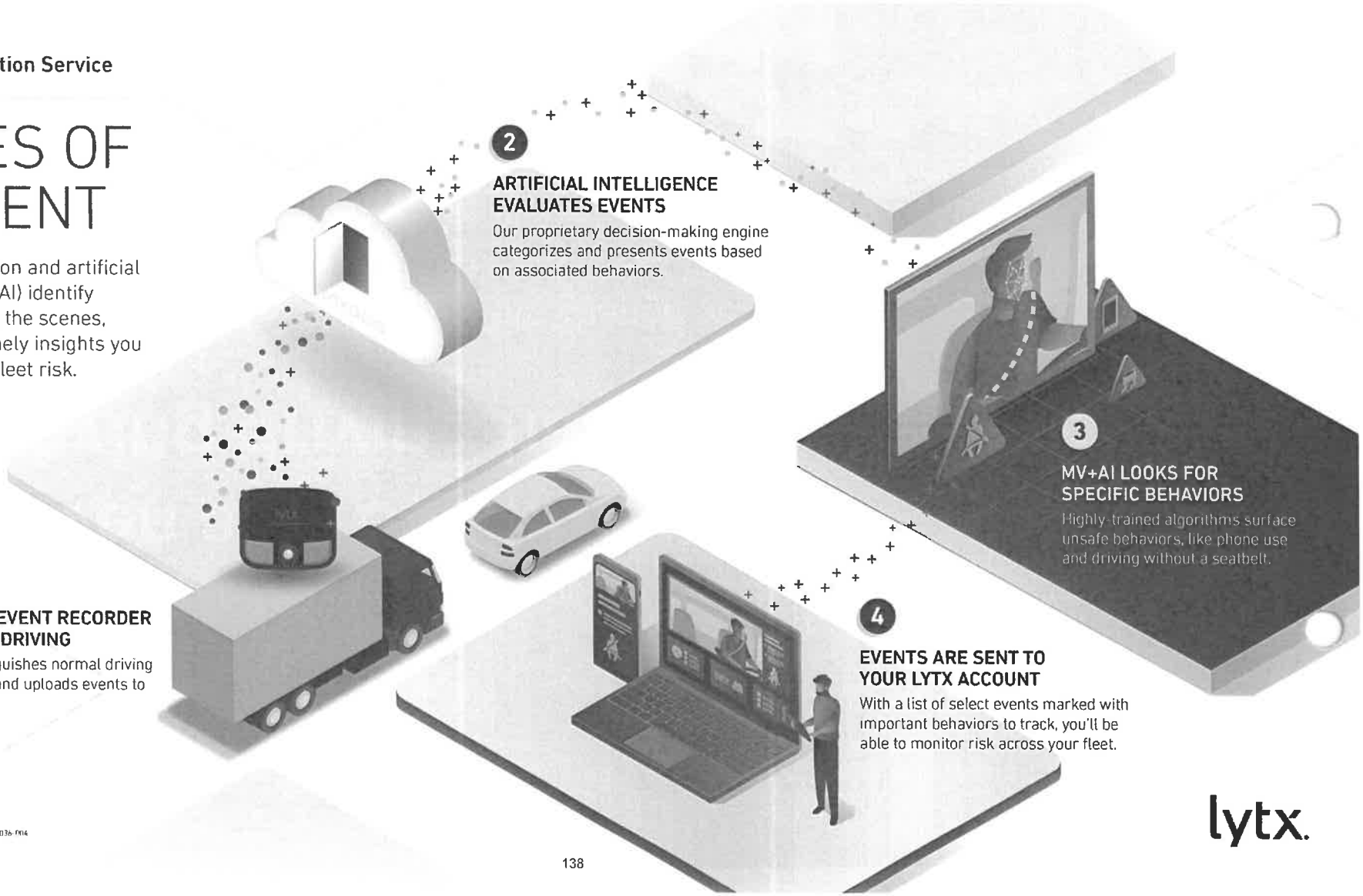
Lytx® Risk Detection Service

STAGES OF AN EVENT

Lytx machine vision and artificial intelligence (MV+AI) identify behaviors behind the scenes, delivering the timely insights you need to monitor fleet risk.



1

LYTX DRIVECAM® EVENT RECORDER CAPTURES RISKY DRIVING

Our technology distinguishes normal driving from risky behaviors and uploads events to the Lytx cloud.

2

ARTIFICIAL INTELLIGENCE EVALUATES EVENTS

Our proprietary decision-making engine categorizes and presents events based on associated behaviors.

3

MV+AI LOOKS FOR SPECIFIC BEHAVIORS

Highly-trained algorithms surface unsafe behaviors, like phone use and driving without a seatbelt.

4

EVENTS ARE SENT TO YOUR LYTX ACCOUNT

With a list of select events marked with important behaviors to track, you'll be able to monitor risk across your fleet.

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DRIVER SAFETY PROGRAM

A proven approach to improving driving habits.

Lytx's premier solution that helps users change behavior by coaching drivers to be aware of their habits on the road.

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DRIVER SAFETY PROGRAM

A proven approach to improving driving habits.
Lytx's premier offering is proven to help change driving behavior with video coaching so drivers can be more aware of their habits on the road.

I want to improve fleet safety, and drive accountability for results.

- **Reduce unsafe behaviors and improve fleet performance with video-based coaching**
- **Change behavior by increasing awareness of driving habits on the road and in the field**

Overarching Benefits

✓ **Safety**
Helping drivers improve their Improving those skills is your best defense when it comes to fleet safety.

✓ **Uptime**
Maximum uptime happens when drivers are safe and protected, and that can reduce downtime spent on vehicle maintenance and repairs.

✓ **Costs**
Safer driving is proven to help your bottom line, from lower insurance premiums to increased productivity and improved fuel efficiency.

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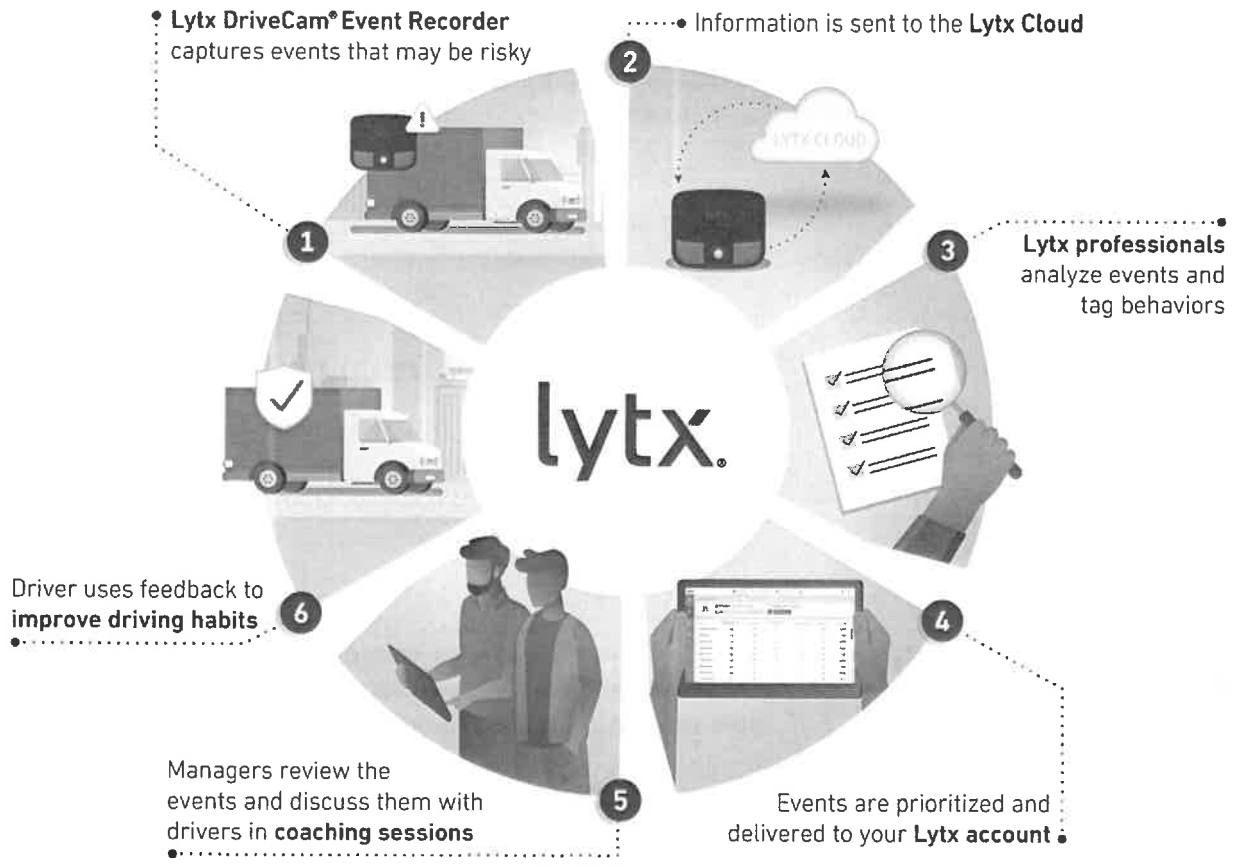
Lytx® Driver Safety Program

DRIVER SAFETY CYCLE

Change behavior by coaching drivers to be aware of their habits. The Lytx coaching process puts fleets on the fast track to improving driver performance and minimizing risk on the road.



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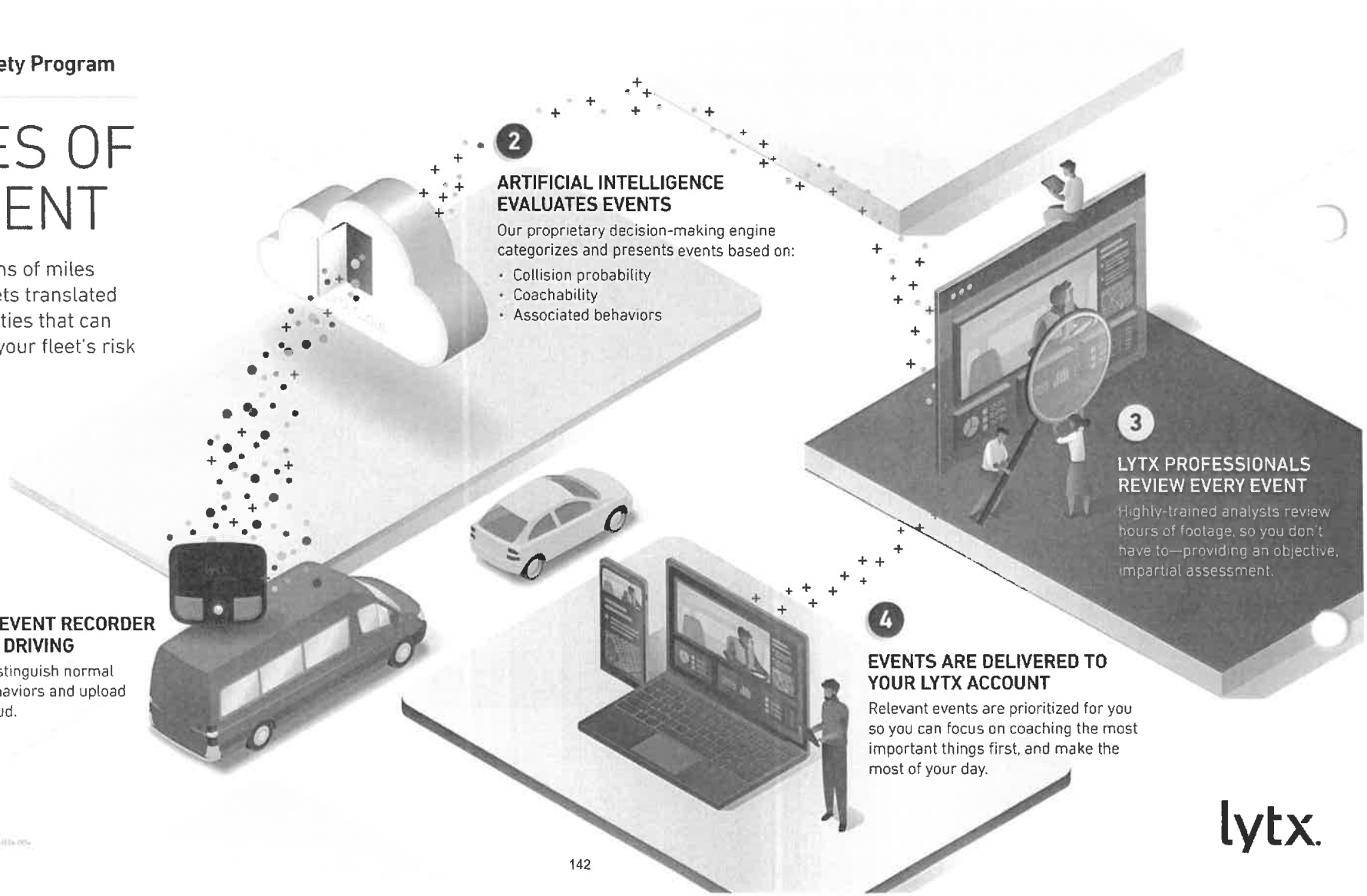
Lytx® Driver Safety Program

STAGES OF AN EVENT

Here's how billions of miles of driving data gets translated into simple priorities that can help you reduce your fleet's risk of collisions.



1

LYTX DRIVECAM® EVENT RECORDER CAPTURES RISKY DRIVING

Built-in algorithms distinguish normal driving from risky behaviors and upload events to the Lytx cloud.

2

ARTIFICIAL INTELLIGENCE EVALUATES EVENTS

Our proprietary decision-making engine categorizes and presents events based on:

- Collision probability
- Coachability
- Associated behaviors

3

LYTX PROFESSIONALS REVIEW EVERY EVENT

Highly-trained analysts review hours of footage, so you don't have to—providing an objective, impartial assessment.

4

EVENTS ARE DELIVERED TO YOUR LYTX ACCOUNT

Relevant events are prioritized for you so you can focus on coaching the most important things first, and make the most of your day.

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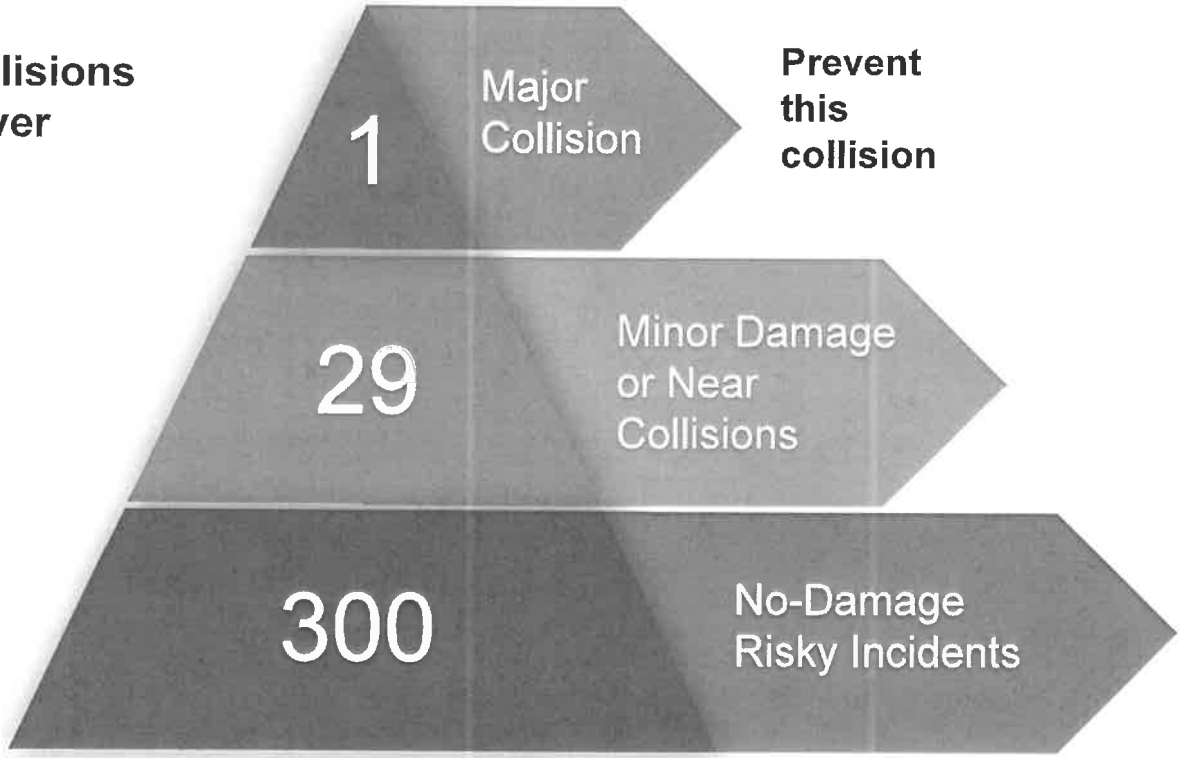
SAFETY PYRAMID

Help prevent collisions by changing driver behavior before causing a major incident



Prevent this collision

When you change risky behaviors

Source: H.W. Heinrich, Industrial Accident Prevention: A Scientific Approach.

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FLEET TRACKING SERVICE

Your fleet status in an instant.

Real-time vehicle status helps you run a more efficient fleet.
Respond faster, minimize phone time, and optimize productivity.

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FLEET TRACKING SERVICE

See fleet status in an instant.

Real-time vehicle status helps you run a more efficient fleet so you can respond faster, minimize phone time, and optimize fleet productivity.

I want to quickly locate, track and manage my vehicles with video support so I can:

- **Improve efficiency and increase the number of jobs per day**
- **improve customer satisfaction by responding to status questions faster**
- **Better manage customer expectations by knowing technician location, and ETA**
- **Monitor drivers and ensure they are on task and on time**

Overarching Benefits

✓ **Respond Faster**
Improve customer satisfaction with the ability to communicate things like driver status and ETA

✓ **Maximize Work Hours**
Increase productivity by managing driver productivity

✓ **Optimize Assets**
Streamline fleet management by improving vehicle use and on-time performance

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It's not a dashcam.

IT'S A RISK DETECTION POWERHOUSE



Meet the first step in state-of-the-art fleet protection.

The Lytx DriveCam® event recorder is where it all starts.

This automotive-grade device does more than just capture video. It uses onboard algorithms to collect and process data and video, and distinguish normal driving from risky behaviors.

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THINGS TO CONSIDER

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Things to Consider:

VERSATILE, ADAPTABLE SOLUTIONS

Lytx can customize your solution to address your specific fleet needs and goals.



Your business challenges are unique. Why settle for a "one-size-fits-most" solution?



Lytx can adapt as your fleet needs change, without subsequent installations or touches. Our cloud-based distributed architecture lets us deploy firmware and algorithms updates over the air - without needing to replace costly hardware.



Lytx solutions are customizable with highly configurable features to give you the right program at the right price. Configurations include camera view, video length, triggers, behavior selection, event scoring, and more.

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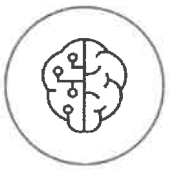
Things to Consider:

FLEET-SPECIFIC TECHNOLOGIES

Lytx has been developing and deploying cutting-edge technologies for over 20 years.



We implement edge-to-cloud machine vision and artificial intelligence [MV+AI] technology that is intentionally designed and developed to solve specific challenges fleets like yours care about.



Lytx solutions are powered by the world's largest video and driving database of its kind in a single platform. Our database is driven by +500K vehicles, 20 years of experience, and billions of miles of driving data.



Lytx is pioneer and leader in video telematics industry, and holds over 120 issued and pending patents.
https://www.lytx.com/en-us/patents

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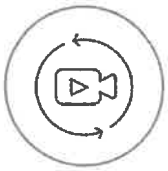
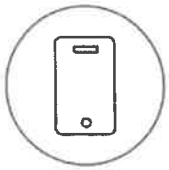
Things to Consider:

ALL VIDEO IS NOT CREATED EQUAL

Lytx Video Platform is built for ease of use.



The Lytx Video Platform gives you instant access to data and video – on demand. Continual recording means continual protection.



The Lytx Video Platform is mobile friendly, which means you can access your program from mobile devices, such as tablets or smartphones anywhere you have an internet connection.



Lytx provides a livestream option, which provides a real-time view of what's happening on the road.

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THE SUPPORT YOU NEED

Resources and training on-demand, all in one place.

- **How-to Articles**
  Read step-by-step instructions to help you manage your program.
- **Tutorial Videos**
  Watch and learn how to use our solutions.
- **Webinars**
  Sign up for live webinars or rewatch recorded sessions.
- **eLearning**
  Choose self-paced courses.
- **Learning Plans**
  Take guided learning curriculums.
- **Contact Support**
  Send your questions without ever picking up the phone.



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EASE OF USE FEATURES

Mobile Friendly



Optimized for tablet touch screens

login.lytx.com



Single sign-on for all your Lytx accounts

Hablamos Español



Choose your language in browser settings

User Feedback



Clients comments can help us prioritize

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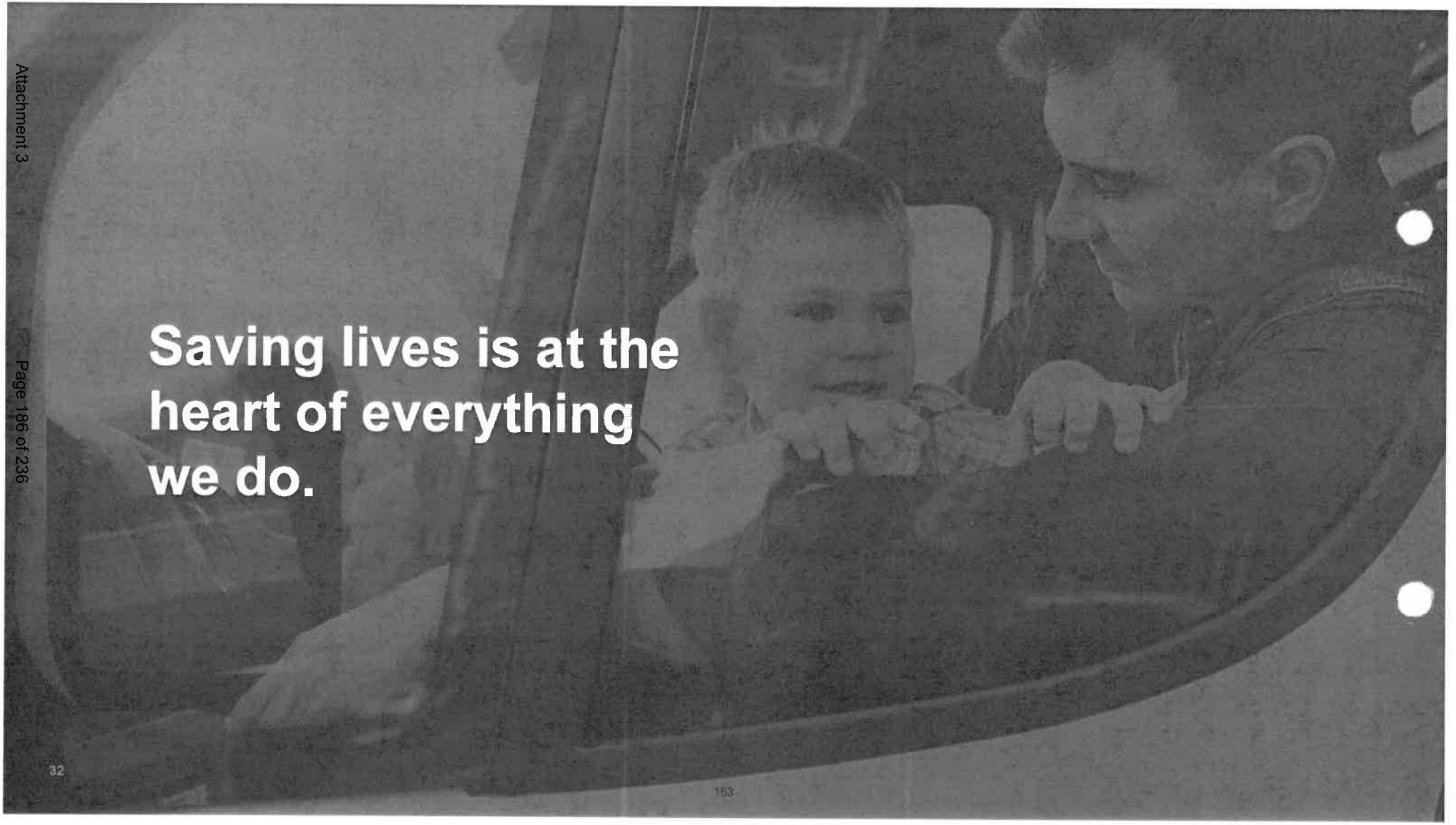
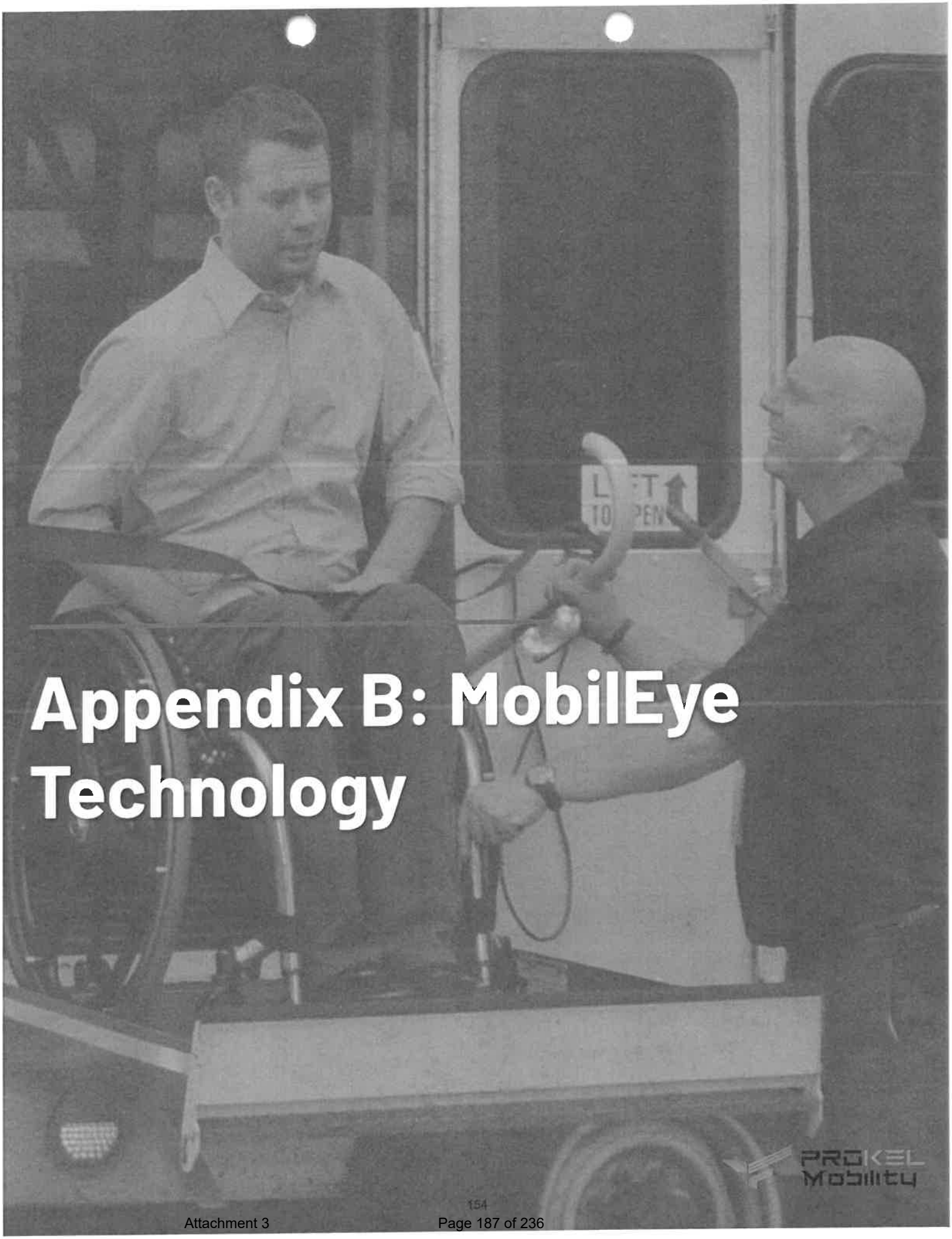

Saving lives is at the
heart of everything
we do.



Appendix B: MobilEye Technology

An Intel Company

MOBILEYE® 8 CONNECT™

Driven by Safety

AI-powered, aftermarket collision avoidance system
that helps prevent collisions and improve driver performance



ACT TO PREVENT COLLISIONS

94% of road collisions are caused by human error. The best approach to fleet safety is to avoid collisions rather than reviewing them after the fact. Mobileye 8 Connect not only provides this proactive solution, but helps train drivers to avoid dangerous situations in the first place.

Fleet Safety with Real-time Alerts

Mobileye's collision avoidance system warns drivers of potential hazards in real time with audio and/or visual warnings, giving them time to prevent or mitigate a collision.



PEDESTRIAN & CYCLIST COLLISION WARNING

Alerts drivers of an imminent collision with a pedestrian or cyclist



HEADWAY MONOTORING & WARNING

Helps drivers keep a safe following distance from the vehicle ahead and alerts them if the distance becomes unsafe



FORWARD COLLISION WARNING*

Alerts drivers of an imminent collision with a vehicle or motorcycle ahead, both on highways and in urban areas



LANE DEPARTURE WARNING*

Alerts drivers when there is an unintentional deviation from the driving lane



SPEED LIMIT INDICATOR**

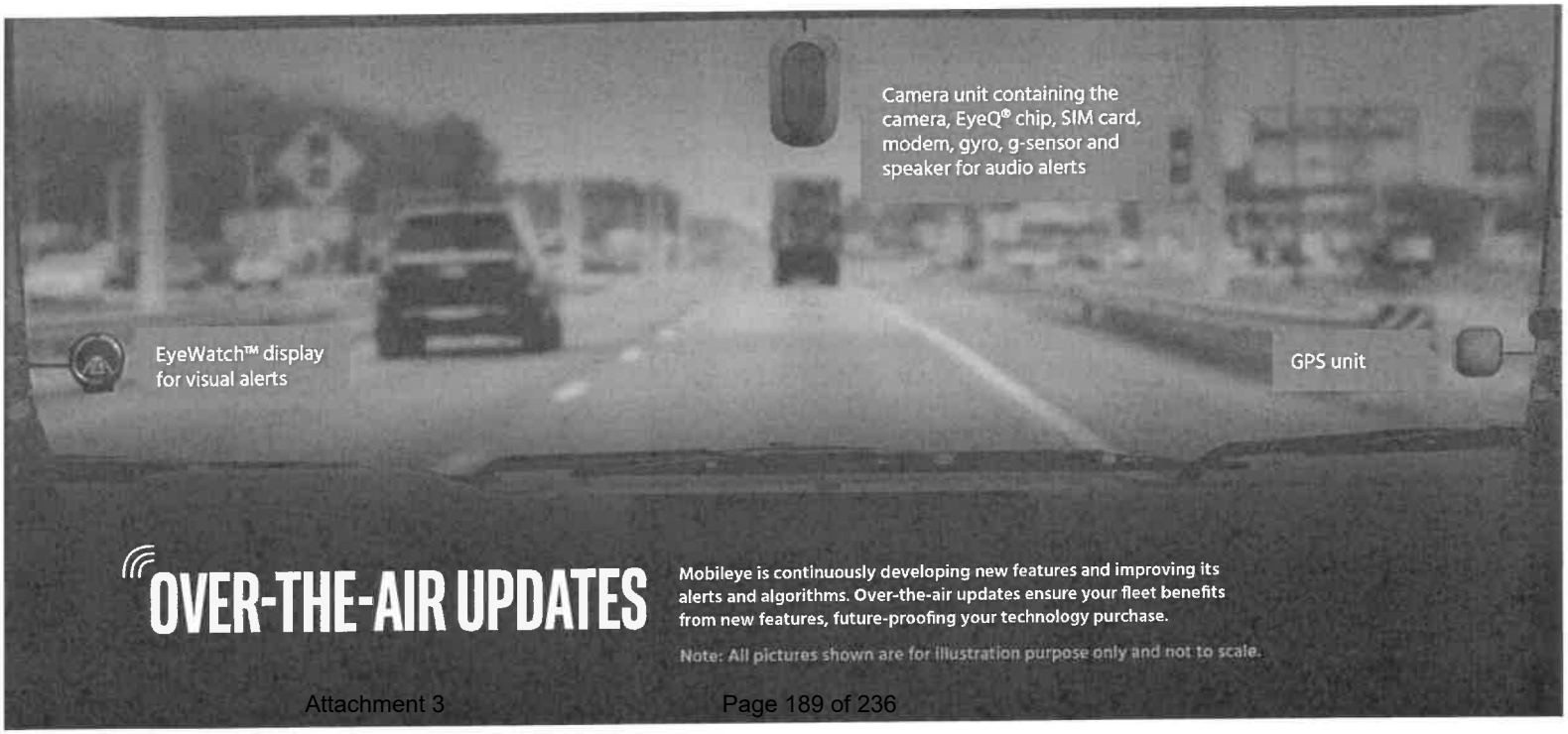
Recognizes speed limit signs, and notifies the driver, both of the new speed limit and if they exceed it



Mobileye 8 Connect can detect pedestrians and cyclists at night!

*Night detection requires a minimal amount of light and does not operate in complete darkness.

*Meets NHTSA's guidelines.
**Detects signs declared valid by the Vienna Convention on Road Signs and Signals.



OVER-THE-AIR UPDATES

Mobileye is continuously developing new features and improving its alerts and algorithms. Over-the-air updates ensure your fleet benefits from new features, future-proofing your technology purchase.

Note: All pictures shown are for illustration purpose only and not to scale.

MEASURING THE SAFETY IMPACT

Mobileye 8 Connect™ is a unique system that combines collision avoidance alerts with g-sensor data to provide a powerful picture of how your fleet safety is improving.

The Driving Metrics You Need to Make Managing Simpler

Our platform gives fleet managers concrete insights into drivers' safety-related behavior, vehicle tracking, and compliance so you can give your drivers the support they need.



Safety

With alert data metrics you'll have greater insight into drivers' progress on unsafe habits such as tailgating, near misses, harsh braking and lane changes without signaling

Tracking

With track-and-trace features, you can ensure our vehicles stay on route and conduct step-by-step analysis to determine route efficiency and safety

Insights

Our safety reports make it easy to identify which drivers could benefit from extra training and which might be rewarded for safe driving

Boundaries

Geo-fencing allows you to set pre-defined limits for drivers, ensuring that your vehicles stay within a prescribed area

> **"...beyond anything I expected to get from Mobileye – I thought it would help improve us, but the results have been dramatic. Mobileye is truly a lifesaving device. We believe every vehicle on the road should be equipped with it."**

Neal Kalish
President and Owner of Ambu-Trans Ambulette

> **"Mobileye has helped us to reduce incidents on the road and maintain a high safety rating with our insurance.."**

Jimmy Pardo
Vice-President and Founder, P&B Transport

THE MOBILEYE DIFFERENCE

For over two decades we've been working on, and perfecting, the computer vision and artificial intelligence underlying our collision avoidance system.

In 2017 Intel recognized the groundbreaking nature of this technology when it acquired Mobileye and in 2019 the European Patent Office named the Mobileye team one of the finalists for its prestigious European Inventor Award.

Over 25 leading auto manufacturers rely on Mobileye technology and there are currently over 40 million vehicles equipped with our collision avoidance technology.

The same team that designed the technology trusted by these manufacturers also developed our retrofit collision avoidance.



Next generation and up-to-date technology

Mobileye 8 Connect features represent our latest generation in collision avoidance technology. These include cloud connectivity, an optional fleet platform, greater range, 10x improvement in accuracy, a wider-angle camera lens and a g-sensor to detect harsh braking, accelerating and cornering.

Reduce collisions, save money

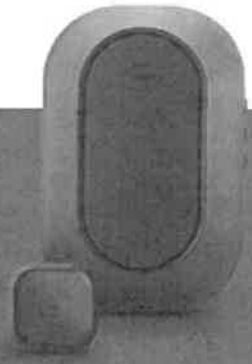
Join others such as Dish USA, which cut in-scope collision costs by 73%, Ambu-Trans Ambulette, which experienced a 91% reduction in collision-related costs and P&B Transport, which saw insurance claims from collisions drop from $800,000 to $20,000 – all after installing Mobileye.[1]

Improve driver performance

Mobileye 8 Connect alerts don't just help drivers avoid collisions, but evidence shows these same alerts actually help instill safer driving habits. A University of Missouri study[2] documented a 71% drop in headway monitoring warnings among drivers using collision avoidance technology.

1. Statistics refer to collisions which Mobileye alerts can prevent or mitigate.
2. https://www.mem-ins.com/blog/recent-study-shows-three-out-of-four-drivers-improve-driving-with-collision-avoidance-technology

HOW DOES IT WORK?



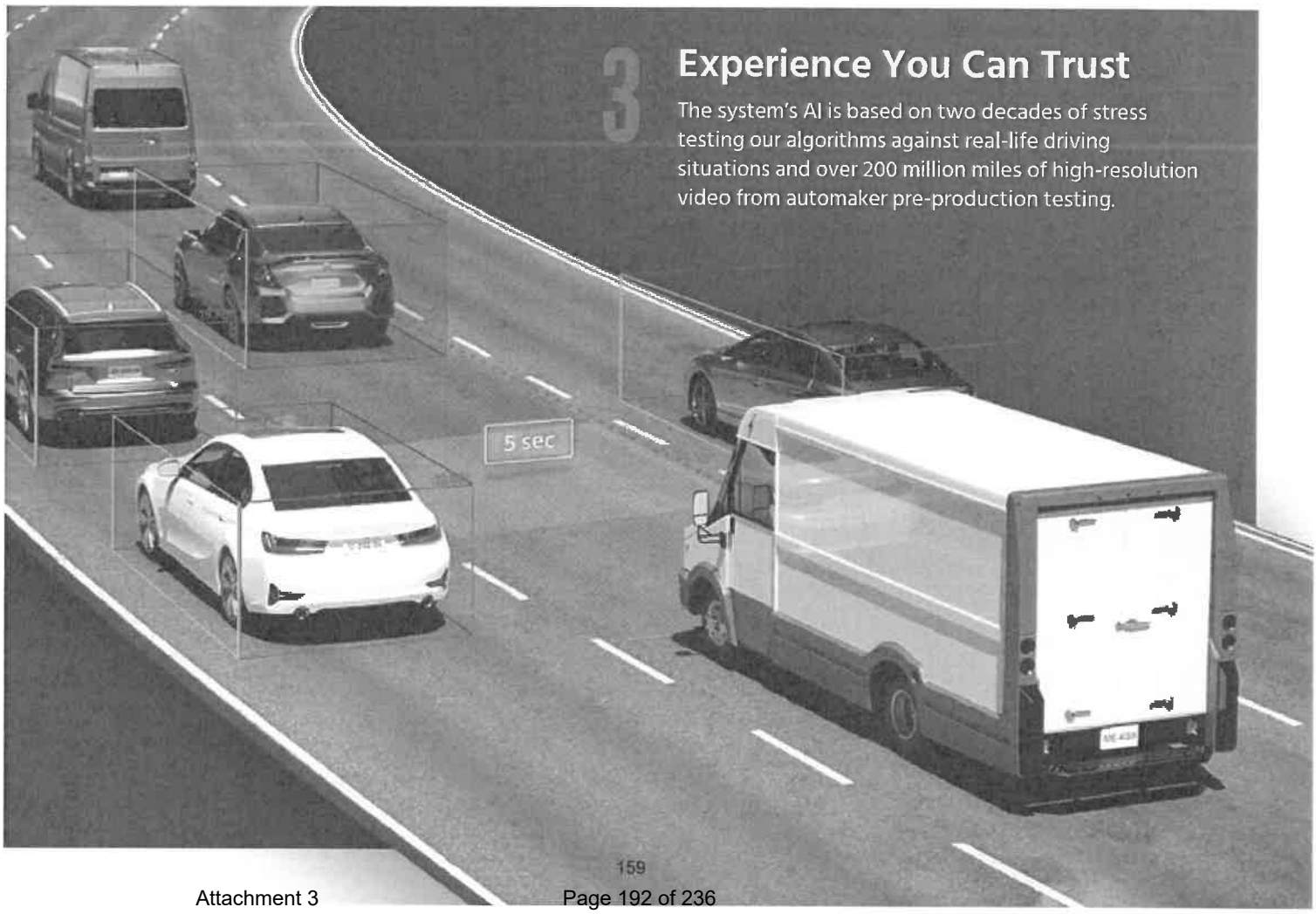
1 Vision-Based

Just like when we drive, using our vision to scan the road and judge how far we are from obstacles and what potential dangers they pose—a camera can also scan the way ahead with the advantage of never becoming fatigued or distracted.



2 AI-Powered

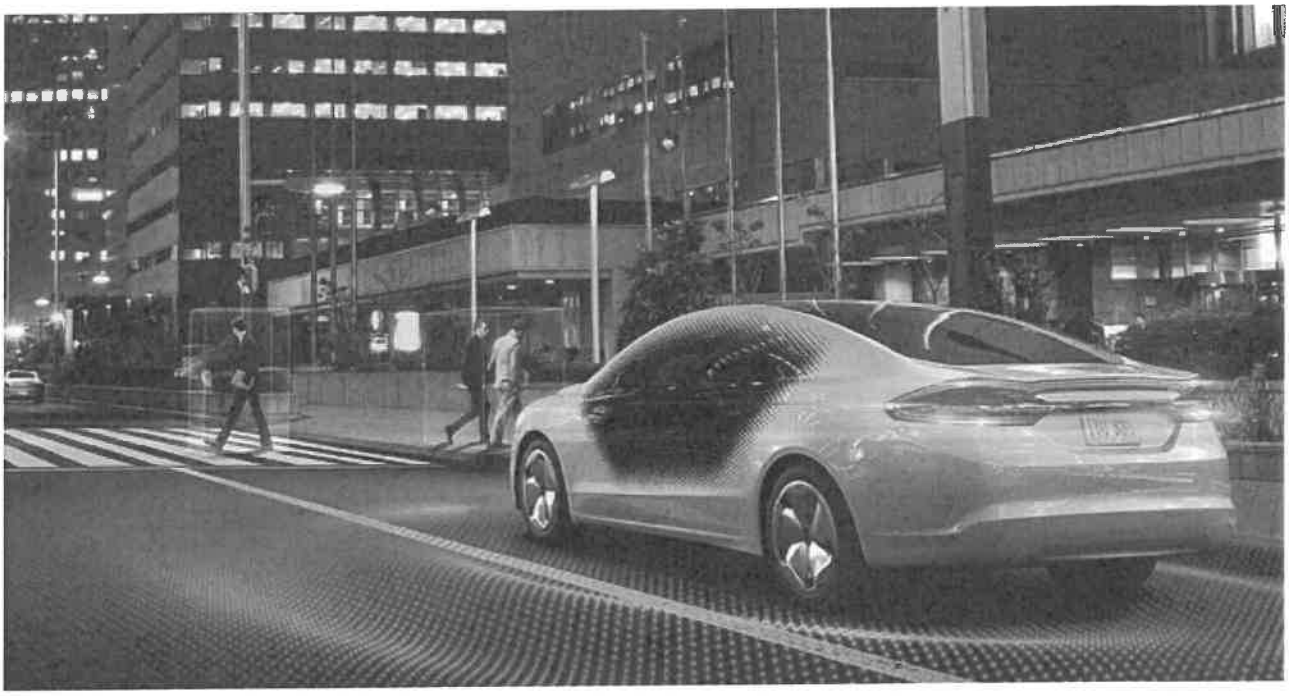
The key element in our system is in the ability to mimic how people understand the roadscape. Through the use of artificial intelligence, Mobileye's EyeQ® chip is able to identify potential hazards and alert drivers in real-time.



3 Experience You Can Trust

The system's AI is based on two decades of stress testing our algorithms against real-life driving situations and over 200 million miles of high-resolution video from automaker pre-production testing.

ABOUT MOBILEYE



Mobileye, an Intel Company, is a global leader in the development of computer vision and machine learning, data analysis, localization, and mapping technologies for Advanced Driver Assistance Systems and autonomous driving solutions.

Our safety technology is integrated into hundreds of new car models from the world's major automakers: BMW, Audi, Volkswagen, Nissan, Ford, Honda, General Motors and more.

The Mobileye collision avoidance system is available with a single, forward-facing vision sensor suitable for almost any vehicle.

www.mobileye.com/fleets

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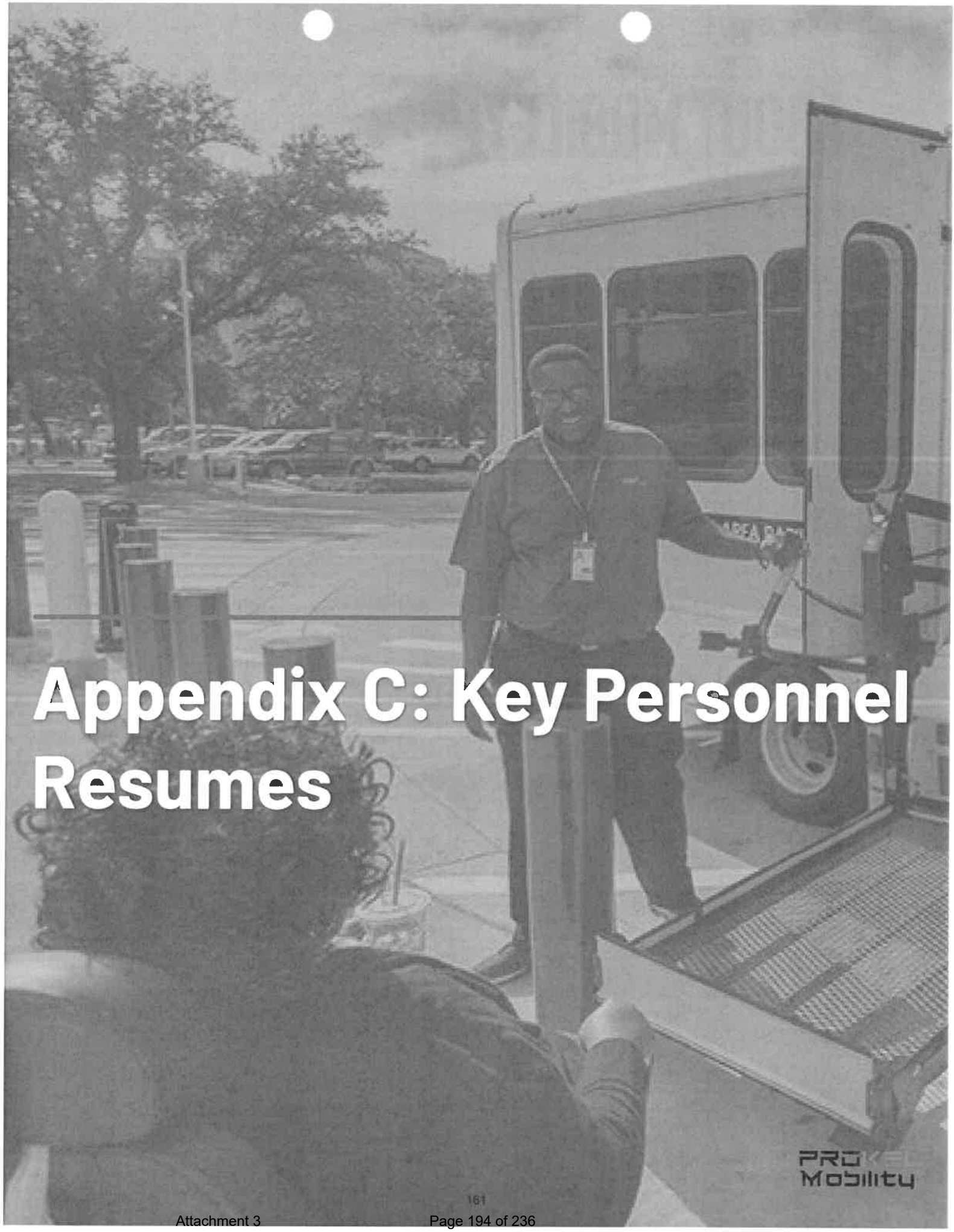


Appendix C: Key Personnel Resumes

ROBERT HANN

Executive Transportation Professional

PROFESSIONAL SUMMARY

A seasoned professional and effectual leader with a proven ability to lead businesses in all phases of business life cycles, expansion, peak, contraction, and trough. Successful operator of airport and parking lot shuttles, charter businesses, convention shuttles, "hop-on hop-off" and group tours. Led strategic marketing effort for The GO Group, LLC. Prepared and was successful in winning competitive shuttle RFPs, including the Midway Parking Lot Shuttle operation.

EXPERIENCE

Munrovey Consulting – *Principal*
2020 - Present

- Responsible for business development, implementation of contracts and business oversight of contracts for several transportation companies

Coach USA, *General Manager*
2019 - 2020

- Responsible for leading Coach USA's Chicago operations including:
  - Megabus Midwest
  - Airport Operations
  - Chicago Trolley and Double Decker
  - Coach USA Chicago Charter operations
- Employed to analyze the business and determine future direction for corporate office and ownership group. The Company was comprised of 250 employees, including union and non-union drivers, dispatchers, sales, accounting, and maintenance. While leading the effort to turn around the operation, we were able to grow market share in each area, simultaneously realizing substantial cost savings. However, following careful analysis of how the business fit with the remainder of the Coach USA portfolio, we determined that the best option was for Coach USA to focus on Megabus Midwest only

Berkshire Hathaway Home Services, *Realtor*
2018 - 2019

- Represented home sellers, buyers and investors in the Chicago area, primarily focusing on the western suburbs. The position has enabled me to enhance strong sales, marketing, and negotiating skills. The qualities of being pro-active, creative problem solving, and self-direction have also been honed

Continental Air Transport Co., Inc., *Vice President - Marketing*
1995 - 2017

- Led the overall marketing and sales efforts for Continental Air Transport's multiple services
- Focused on Chicago's visitor, corporate and residential market
- Ensured high level of quality control for its services

EDUCATION

DePaul University - 2005
MBA - Finance
Indiana University - 1995
Bachelor of Science

PROFESSIONAL AFFILIATIONS

Rotary Club of Chicago O'Hare - April 2001 to Present

- Chair of the Club's Foundation
- President in 2005
- Former member of the Board of Directors

Rotary District 6450

- Treasurer from 2013 - 2016
- District Grant Auditor 2016 - Present

Good Shepherd Lutheran Church

- President of Church Council 2013 - 2017, 2019
- Chairperson of Building Restoration September 2018 - Present

Indian Guides

- Organized group in Oak Park
- Chief from 2007 - 2009
- Nation Chief from 2009 - 2017

JUSTIN CAYLESS, M.B.A.

TRANSPORTATION OPERATIONS

904.718.0661

jrcayless@outlook.com

Fernandina Beach, FL

Linkedin.com/in/
JustinCayless

EXPERTISE

Fixed-Route
Paratransit
Streetcar
Eligibility
Functional Assessment
Customer Service
Process Improvement
Project Management
Contract Management
Contract Negotiations
Labor Union Relations
Policy Development

EDUCATION

MASTER'S DEGREE (MBA)
Project Management
LSU
Shreveport, LA

BACHELOR OF APPLIED SCIENCE (BAS)
Business Management

PROFESSIONAL PROFILE

An experienced, energetic operations leader with a successful history of driving innovation and change through strategic program initiatives and a hands on approach. I possess more than 10 years of proven success in leadership / management roles leading operations in public transportation and military roles leveraging data and experience to enhance customer experience and service delivery.

EXPERIENCE

CAYLESS CONSULTING - (Chief Growth Officer - Business Development)
Various Contracts, Amelia Island, Florida / Jan 2021 - Present

- Create and negotiate contracts, service level agreements with B2B and B2C for digital displays, digital advertising and direct mail campaigns.
- Collaborate / strategize with team leaders and executive leadership team to provide support for growth initiatives and reshape Paxton Marketing.
- Hiring, training, setting baseline metrics for all sales and account executives.
- Create Customer Success strategy for account managers.
- Creating Business to Business (B2B), (B2C) sales pipeline through sales team building and CRM platform integration, targeted, omni-channel marketing.
- Established reporting metrics (KPI) to track progress of change and growth for organization and establish daily, weekly, monthly, quarterly and annual sales goals to ensure executive leadership goals for organization are met.
- Develop digital business network with industry leaders to create innovative growth strategies based on B2B, B2C needs.
- Recruit / train sales team based on current market trends and market analysis.
- Created a successful outbound sales training program for existing team of sales directors and managers experienced solely with inbound sales.

INTERIM SENIOR DIRECTOR OF OPERATIONS
New Orleans RTA, New Orleans, Louisiana / Jan 2021 - Feb 2022

- Responsible for an annual budget of 115 million dollars to include multiple contracts for service and products, SLA's as well as creating RFI and RFQ's for innovative solutions.
- Contract management and budgeting for existing agreements as well as planned future agreements to include P&L reporting and budgeting.
- Using data analysis to determine number of employees needed to meet service level agreements for service delivery. Responsible for over 600 employees ranging from FTE salaried positions to unionized skilled roles.
- Direct oversight of Customer Service, Fixed-Route Bus and Rail, Control Center, Planning and Scheduling and Data Science Departments.
- Spearheaded the CRM implementation, and one-call resolution initiative for customer service to include cross training and metric setting.
- Successfully served as ICS Commander for Hurricane IDA. (City / State)
- Developed comprehensive Emergency Preparedness Plan.
- Develop SOP, policies and procedures to exceed compliance requirements.
- Manage a fleet in excess of 133 fixed route vehicles, 66 light rail street cars, to include implementation of improved transportation asset management plan.
- Developed KPI dashboard (NEW 22) through the Power BI platform to ensure accurate and comprehensive measurement of staff and system performance.
- Implementation of best practices throughout the system through coordinated

JUSTIN CAYLESS

TRANSPORTATION OPERATIONS

TECHNICAL SKILLS

Hastus

Trapeze CRM

NextBus

Swiftly

Clever Devices

Microsoft Dynamics CRM

Salesforce

Pipeline CRM

ADP

Oracle

Sharepoint

Power BI

EXTRA

Letter of Appreciation
C.E. White
Captain, USMC
Security Force Team Leader
November 21, 2008

Letter of Commendation
T.M. Giardina
Rear Admiral, USN
Security Force Squad Leader
February 19, 2009

EXPERIENCE continued

- Increased positive customer feedback survey in all areas surveyed.
- Served on various public boards as the public transportation liaison.
- Recruited and trained new management team to promote organizational shift in trajectory to incorporate data based decision making and using technology to improve transportation service delivery and customer service.
- Create monthly Operations report and deliver report to Sr Leadership Team as well as NORTA Board of Directors.
- Successfully negotiated with ATU leadership to create agreed upon contract.

FIXED ROUTE, PARATRANSIT OPERATIONS
JTA, Jacksonville, FL / 2015 – 2021

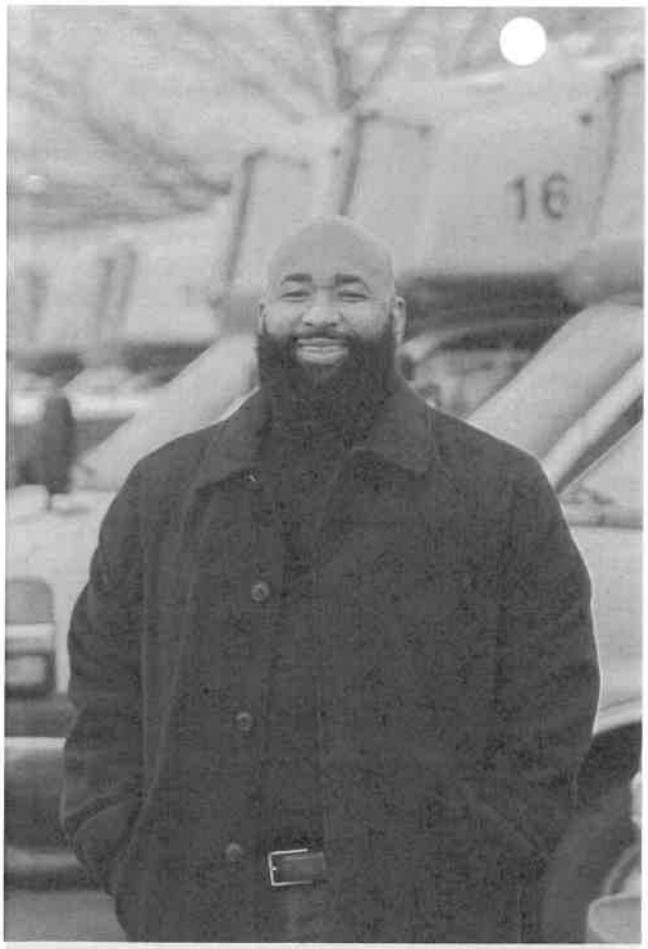
- Assist with oversight for Paratransit, Customer Service, Eligibility, Travel Training, Functional Assessment, Scheduling, and other roles related to Paratransit.
- Serve as Ad-Hoc for Mayors Disability Council Board to report on Paratransit services as well as respond to any concerns or request from City of Jacksonville related to Public Transportation.
- Collaboration with organizational, industry, national and international leaders to create innovative solutions to traditional problems within the public transportation and customer service industries (GlobalJax).
- Successfully implemented the Fixed Route, Route Optimization Initiative (ROI), Bus Rapid Transit (BRT) Program, and On-Time Performance (OTP) Implementation projects as Fixed Route Supervisor.
- Served as Emergency Operations Control Center Representative (EOC), for public transportation Jacksonville FL 2015-2021 Multiple Events.
- Participate in multiple vendor selection committees for Operations, to include fixed route, paratransit, demand response and other RFP / RFQ's.
- Manage several contracted services within Paratransit as well as participate in setting and reviewing paratransit annual budget.
- Provide training to employees to improve KPI's across Operations, Customer Service, Eligibility and more.
- Update policies and procedures for paratransit to include riders guidebook and other collateral.
- Work with regulators (FTA, FDOT, CTD) to ensure all functions, operations, and collateral is within compliance.

SALES MANAGER
Island Real Estate of Amelia, Fernandina, FL / 2014 - Present

OWNER / FOUNDER
Crow's Warrior Salve, Fernandina Beach , FL / 2012 - 2014

INSTRUCTOR / SECURITY FORCE OPERATIONS
USMC, Various Locations / 2007 - 2011

- Security Force Transportation Operations / Instructor





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Kelly Gonzalez Jr.

Chief Executive Officer | Principal

Professional Summary

Ability to maximize efficiencies in current Transit Models and work with agencies to modernize and make their current model more efficient. | Forward-thinking leader who places customer-centric solutions at the forefront of Transit Operations. | Partner with agencies to not only operate premium service, but also help them secure funding from multiple Federal, State and local sources.

Experience

ProKel Mobility, Miami, FL — *Chief Executive Officer | Principal*
SEPTEMBER 2019 - PRESENT

- Responsible for leading day-to-day operations, sales and overall company strategy, while managing seven executive-level direct reports. Tripled company revenue within the first 16 months.
- Direct and manage staffing, financials, payroll, scheduling, administration and human resources, safety and maintenance out of the Miami location.
- Develop key performance indicators/goals to assure internal performance accountability measures.
- Designed and implemented training programs to increase productivity and enhance customer service.
- Restructured company operations and recruited former transit senior leaders and directors.
- Introduced and invested in new state-of-the-art transit-leading technology to maximize output potential.
- Work hand-in-hand with cities and other clients to optimize their current transportation model.

First Transit, Broward County, FL — *General Manager*
FEBRUARY 2018 - SEPTEMBER 2019

- Oversight of 260 employees operating the Sun Trolley Fixed Route services and the Broward's TOPS Paratransit contract for a company that transports 2.1 billion passengers yearly and employs 100,000.

PROKEL Mobility

Experience Continued

Global Food Industries, Miami, FL — *Chief Business Development Officer*
FEBRUARY 2017 - FEBRUARY 2018

- Led GFI into new markets and restructured departments to increase quality assurance, streamline logistics efficiencies and increase the company's footprint in government feeding procured markets.

Total Transportation Corp., New York, NY — *VP of Business Development & Government Relations*
AUGUST 2016 - FEBRUARY 2017

- Directed the Business Development for the largest ADA compliant transportation provider in the City of New York. Revenue: $200 Million.

MV Transportation, Dallas, TX — *Director of Business Development*
OCTOBER 2008 - JULY 2016

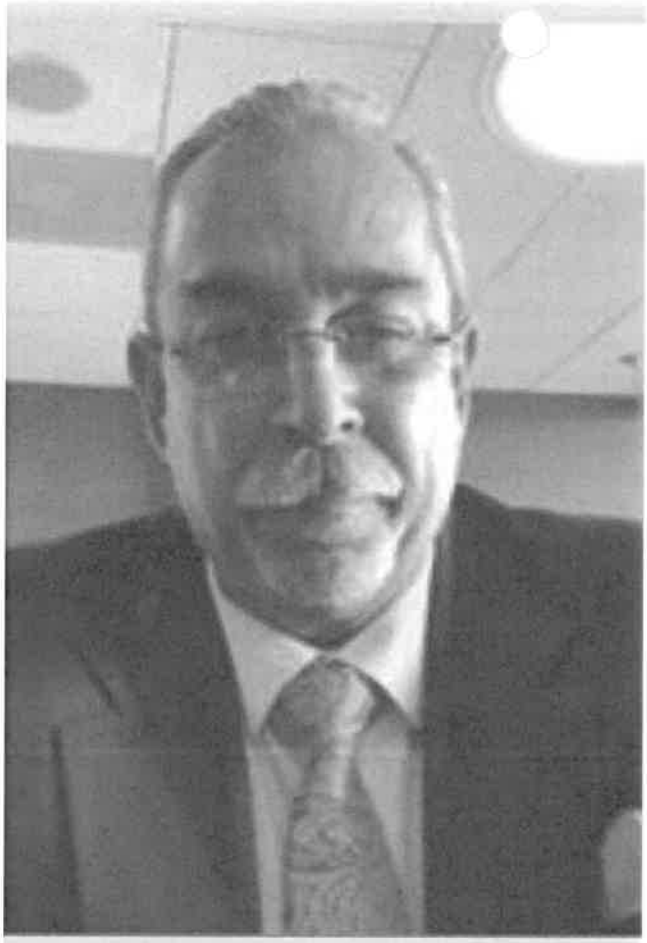
- Directed the Business Development efforts for the largest privately held government contracting transit company in North America which employs 20,000 professionals, revenues $1.3 Billion annually, and services more than 250 agencies/private entities worldwide.

Education

Northwood University, West Palm Beach, FL — *Business Management and International Business*

Member/Affiliations

NAACP | COMTO (Conference of Minority Transportation Organization)



Eduardo R. Carrion

Senior Level Executive

Professional Summary

Innovative and results-driven leader focused on achieving exceptional results in high-paced environments that demand continuous process improvement; Characterized as a visionary, strategist and tactician. Consistent record of delivering extraordinary results in growth, operational performance, and workforce development; Experienced in driving services, process, and customer service improvements while building partnerships with key decision-makers.

Experience

ProKel Mobility – New York, NY – *SENIOR VICE PRESIDENT/ COO*
2021 – Present

- Direct 170+ employees along with managers to achieve company objective and goals, oversee daily fixed routes, special education bus division, charter service and Paratransit operations, oversee maintenance and safety compliance of more than 100 Vehicles, Oversee proper training for personnel and monitor productivity
- Maintained strategic view and ensured constant reliability of company brand
- Identified and evaluated advertising, sponsorship and educational opportunities that align with overall marketing strategies
- Introduced new marketing programs that align with the business strategy to drive growth and retention.
- Overseen execution of business development programs in collaboration with business partners in market and matrix partners throughout the organization
- Oversee proposal development, strategic and operational plan and development of service launch project management plan • Perform Strategic Account Management functions; Manage key accounts portfolio, establish strong, long-term client relationships
- Responsible for project management functions, including budgeting and forecasting, expense reporting, risk management, status reporting, and execution; Create project documentation and strategy plans; Account for complete project lifecycle from inception to closure; Collaborate with participants to determine project timeline
- Contract Negotiations & Alliances



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Experience Continued

SOLYD Transit Platform – CO-FOUNDER/ CHIEF INNOVATION OFFICER 2017— 2021

- SOLYD Transit was created as a systems development company that offers dedicated digital business solutions from small, to mid and large-scale enterprises utilizing Blockchain technology as the backbone of system development and delivery. Maintained strategic view and ensured constant reliability of company brand
- Lead the design and development of the first on-demand transit app, built on a blockchain platform. The system was successfully deployed in a test environment and with the goal of gradually expand its implementation across other modes of transportation such as First and Last Mile services and late night services
- Develop a Mobility-as-a-Service (MaaS) platform that would combine all transportation services from public and private transportation providers through a unified platform that creates and manages a user's entire trip
- Developed a Go-To-Market strategy, including market analysis, marketing and business development components
- Developed and implemented business strategy and assisted in generating annual revenue goals
- Identified opportunities to develop and cross-sell new services
- Ensured quality deliverables are finalized and presented to clients
- Developed plans for execution of large, global engagements
- Represent company in the North American market

Total Transportation Corp. – *SENIOR VICE PRESIDENT BUSINESS DEVELOPMENT* 2016— 2017

- Served as a key member of the executive team charged with formulating strategic direction and devising business development initiatives consistent with overall strategy. Traveled nationally to identify new business opportunities and effectively managed a territory spanning across the United States and Canada. Planned and executed marketing strategies and events including trade shows and conferences with over thousands of participants. Cultivated business partnerships, built a successful pipeline and created new sales opportunities. Managed new and existing client projects including complex contract negotiations and labor relations
- Strategically managed revenue generation endeavors, including the development of forecasts, divisional pipeline strategies and quarterly shareholder reports
- Built and managed a business development team to enhance and refine customer relationships and satisfaction Increase company-wide participation in key cities through the development and implementation of a community outreach plan
- Partner with local, state and federal government officials on behalf of Total Transportation corp. to increase positive relationship and company growth
- Research and develop new service delivery models based on the mobility management model which is consistent with the current focus on livable and sustainable communities and embraces the delivery of affordable, multimodal transportation that is safe, accessible, and economical, utilizing brokering, Transportation Network Companies (TNC) and/ or autonomous driverless vehicles
- Raise public awareness about Total Transportation Corp., its programs and services through the development and implementation of a communication plan

MV Transportation – *VICE PRESIDENT BUSINESS DEVELOPMENT* 2014— 2016

- Responsible for the marketing of services to the public transportation industry - work with a procurement team to oversee the technical and price proposal process, perform ground research, attend client hosted meetings, analyze the contractual opportunity, and determine unique strategies to win bids
- Principle author of the 2016 East Region Business Development Market Assessment/ Business Development Strategies; Resulting strategic plan has been approved by MV leadership team, used as the roadmap for developing a "First to Market" approach and strategy by developing and implementing an aggressive research, marketing and outreach program
- Collected and compiled industry trends, case studies, competitor analysis, and potential partnerships for internal cross-functional teams. Conducted market and competitive analysis for different business segments and verticals including forecasting potential market revenues and the development of pipeline
- Analyzed industries and segments to create thorough situational and SWOT analysis, providing internal business development team with a more comprehensive grasp of the competitive and cultural landscape
- Engaged customers to understand economic and operational needs. Developed alternate strategic approach, designed based research and feedback from customers for each assigned procurement project
- Assisted in the development and strategic leadership of over 10 major procurement opportunities; resulted in excess of $50 million in new annual revenue
- Led all aspects of the development of a proposal for the City of El Paso Paratransit Services (LIFT); awarded a five-year, $34 million dollar contract

Maruti Mobility Management, LLC – *CHIEF OPERATING OFFICER/ CIO* 2011— 2014

- Senior Level Executive directing corporate operations. Implemented substantial improvements in costs, services, sales, and employee morale and retention. Contributing to and emphasizing collaboration within a nationally operating, multi terminal company. Development and implementation of strategies focusing on organizational change, process engineering and technology advancement
- Brought in by ownership to implement systemic operational changes, achieving cost savings, higher profits, and process improvements resulting in an improved operating ratio by 15% in 6 months

Experience Continued

- Operations executive and business project manager successful at delivering over $5mm in cost containment and revenue growth by building an organizational culture of continuous process improvement. Expert at managing both people and projects to deliver results with a sense of urgency
- Structured approach to leading cross-functional teams to implement process improvement projects in customer care and support operations in the transit industry
- Directed company's trade and consumer marketing activities, overseeing branding, advertising, communications, media/PR, market research and competitive intelligence
- Developed and implemented an integrated strategic communications plan to advance Maruti's brand identity; broaden awareness of its programs and priorities; and increase the visibility of its programs across key stakeholder audiences
- Developed and implemented Regional Marketing Strategy that identified growth opportunities in the transportation markets equivalent to $6M of additional revenue
- Championed development of new business development and operating procedures that increased revenues by 25% and skyrocketed profits 90% in one year through stringent cost control measures and process improvement measures

Corpus Christi Regional Transportation Authority – *CHIEF EXECUTIVE OFFICER / CIO* 2001— 2011

- Senior executive responsible for providing safe, dependable and economical public transportation services to over five (5) million passengers per year. Led group of Managers/Directors who supervise roughly 300 direct hire and contracted employees in the transportation, maintenance, and administrative branches. Responsible for the overall direction and evaluation of each unit. Also responsible for developing strategic and tactical planning with fiscal responsibility for $26.9 MM operating and $29.7 MM capital budgets
- In 2009, facing a 23% shortfall in sales tax revenues, implemented cost cutting measures that resulted in a positive year-end operating budget; avoided reduction in services, fare increases or layoffs
- Designed and implemented workforce development plan and mentoring program; resulted in the reduction of employee turnover ratio by 63%
- Instituted a zero-defect vehicle maintenance program that led to a 68% drop in vehicle assistance road calls.
- Developed a comprehensive safety program that reduced preventable accidents from 2.8 to .3 accidents per 100,000 miles; saved over $250,000 in annual claims
- Completed the construction of a $5.3 MM vehicle maintenance facility, on time and within budget. • Developed legislative strategy to request funding support for the agencies expanded capital program; was awarded over $12 MM in congressional discretionary funding
- Provide the vision, leadership, planning and management for the development, acquisition, implementation and support of information technology. Aligning agency information technology with strategic direction, build and develop IT organizational processes and procedures to support organizational needs. Planning, directing, and managing the IT department in order to ensure the development and implementation of cost-effective systems and efficient computer operations to meet current and future decision-making requirements

Education

Southern Illinois University – Carbondale, Illinois
Bachelor of Science
Workforce Education and Development

Community College of The Air Force
Associate Degree in Information Systems Management

Villanova University
Project Management Certificate

USAF
Six Sigma Black Belt Certification

Skills

- Government Regulations & Relations
- Strategy, Vision, & Mission Planning
- Operational & Strategic
- Planning
- Project Management
- Finance & Budgeting
- Policy & Procedures
- Development
- Quality & Continuous
- Improvements
- Cost Analysis
- Reduction & Control
- Strategic Account Management
- Public Transportation Management
- Organizational Development Mobility Management Emerging Technology



Vasti Amaro

Board of Directors and Strategic Advisor

Professional Summary

Vasti has more than twenty-five (25) years of transportation experience in both public and private sectors, delivering passenger transport in the transit, airport ground transportation and university space. While working for global transportation firms, she was responsible for successful start-up operations for Hillsborough Area Regional Transit (HART) in Tampa, Dallas Area Rapid Transit (DART), Phoenix Transit, Greater Richmond Transit Company (GRTC), Phoenix Sky Harbor International Airport (CONRAC). She's managed operations for Collier Area Transit (CAT), Broward County Transit (BCT), South Florida Regional Transit Authority (SFRTA), Fort Lauderdale/Hollywood International Airport, and the Bus Shuttle for the Miami International Airport.

Experience

ProKel Mobility, Palm Beach County, FL- *Board of Director/ Strategic Advisor to the CEO 2020 - Present*

- Develop strategic plans with the executive team and senior staff to continuously improve ProKel Mobilty's operations for existing paratransit and fixed route shuttle services. Drive operational efficiencies in support of customer program(s). Identify and execute solutions to achieve customer cost savings commitments. Identify and execute solutions to reduce inbound and outbound transportation expenses.
- Established and conducted multi-divisional reviews, document and monitor action items required to improve division metrics. Monitor overall division metrics and participate in the operational review calls to discuss action items taken and progress toward company and customer goals. Share and support implementation of best practices across divisions. Motivate, lead, and train division general managers.

Vasti Transport, Tampa, FL - *Principal*
2014- Present

- Transportation consultant and executive coaching to leaders of mass transit agencies and business owners.

Port Authority of Allegheny County, Pittsburg, PA - *Chief of Staff*
2017 - 2019

- As a consultant to the agency, Provided transitional support to the new CEO and then held permanent position with oversight of 2,600 employees and an operating budget of $480M/capital budget of $189M.

First Transit, Tampa, FL- *Director of Business Development (East Region)*
2015 - 2017

- Responsible for revenue growth and market development in all transportation segments and maintenance business.



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Experience Continued

Hillsborough Area Rapid Transit (HART), Tampa, FL - *Director of Maintenance/ Director of Transportation/ Director of Paratransit*
April 2014 - July 2015 & August 2017- March 2018

- As a consultant to the agency under Vasti Transport, filled three executive roles during two separate periods. As Acting Director of Transportation, assisted with the evacuation of Hur-ricane Irma and implemented a new bus route redesign, referred to as Mission Max.

Keolis, Tampa, FL - Senior Vice President of East Region November 2010 - October 2013

- Provided leadership and oversight for over thirty-five client contracts with Cities, Counties, Airports, Mass Transit Agencies, and Corporations from seven facilities throughout the state of Florida and Virginia with over 1,000 employees and over $40 million in revenue. Responsibilities also included client relations, business development and start- up operations. Instrumental with a merger and acquisition by Keolis, helping them enter the U.S market.

Transdev, Phoenix, AZ - *GM/Director of Transportation*
October 1999 - October 2010

- Responsible for many start-ups and transitions in Transit, Airport and University space. Part of the Phoenix Transit startup team, which converted the public transit agency to a full turn-key operation.



Natasha Serra

Project Manager

Professional Summary

Natasha brings ten years of experience in the field of Mobility Management and is a passionate human services advocate with a proven track record for leveraging financial resources to implement transit projects. Natasha has the ability to track and analyzing program related performance measurements metrics for in -depth reporting on financial and spatial analysis in the transportation environment. She has extensive experience with auditing and compliance in FTA 5307, 5310 5311, 5312 and 5339 and developed various innovative programs by integrating technological resources with human capital by organizing and building community consensus amongst stakeholders to finance or source funding for transportation projects and programs. She has extensive experience with civil rights and public involvement programs at the local, state and national level.

Experience

Cleveland Clinic - Martin Health – Florida, *Transportation Business Model - Consultant*
April 2022 – present

- Creating Courier Routes Consultant
- Providing ArcGIS Technical Assistance in concert with LabLogistics for the development of hospital-to-hospital courier services

Flagler County Transit Services- Kittelson and Associates, DBE Consultant – Florida, *FTA Transit Grants Consultant*
December 2021 – June 2022

- Consultant /FTA Consultant
- Provided Technical Assistance with FTA New 5307 Direct Recipient Application
- Assisted with FTA Transit Grants Management, Financial Grants Management Consultation

Lake County Transit Services – Florida, *FTA Transit Grants Reporter and Consultant on Project Management*
December 2020 – November 2021

- Consultant / FTA Reporter / TrAMS Technical Assistance
- Assist with FTA Transit Grants Management, Financial Grants Management Reporting (TrAMS FFR, MPR, DBE reports), Project Management assistance and consultation on TIP Amendments

City of Ocala Growth Department – Florida, *Consultant for FTA and FDOT Triennial Review Assistance*
December 2019 – October 2021

- Providing technical assistance to the city with a route realignment to develop, provide planning scenarios and cost benefits analysis utilizing REMIX
- Responsible for all public engagement
- Applied for stimulus funding for emergency transit response services for COVID-19
- Present at public meetings to account for the recommended service changes
- Assisted with the FTA 2019 Triennial Review; developed policies and procedures for the City's finance, budget, and procurement departments



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Experience Continued

Assisted Rides Software Enhancements – California, *Software Development Consultant*
Ongoing for over 5 years

- Facilitated software developments for reporting on Preventative and Routine Vehicle Maintenance, Safety Plans, and other Asset Management reporting capabilities for compliance with FTA and DOT Auditing requirements

UZURV Holdings Inc. – Virginia, *Consultant on FTA Safety and Compliance*
Spring 2020

- Responsible for the Drug and Alcohol and Safety Programs for FTA compliance Assisted with CRM enhancements for the Advantage Ride On-Demand program

Agency for Persons Disabilities – Tallahassee, Florida, *Project Manager*
2017-2019

- Wrote and won a bid for conducting a transportation study for APD that included revising their Transportation Business Model for Medicaid Transportation. This study included revising APD's transportation rate model for the State by postulating statewide transportation demand for the disabled

Renaissance Planning – Miami, Florida, *Project Manager*
2017-2019

- Assisted with Triennial Reviews in FDOT District 6. Proposal support for establishing Mobility Management Programs in FDOT District four and in Georgia w/ Southern Company. Facilitated Complete Streets and SMART Planning Workshops and coordinated a Mobility Summit for FDOT District Four

Florida Dept. of Transportation, District 4 in partnership with Gulfstream Goodwill Industries, Inc. – Treasure Coast of Florida, *Regional Mobility Manager*
2016-2017

- Established Mobility Management performance metrics to assist local county governments in District 4 receive match to fund first mile and last mile MaaS programs

Reveal Management Services – Nationwide, *Software Sales*
2014-2016

- Coordinated business development for this transit software provider in Florida markets. Performed route optimization analysis on fixed route to promote sales. Facilitated merger with MTM Management

Florida Commission for the Transportation Disadvantage (FCTD) – Tallahassee, Florida, *Statewide Mobility Manager*
2012-2014

- Established the operational guidelines for the United We Guide (UWG) Mobility Management Program for NHSTA via the FCTD to address traffic, incidents and fatalities for Florida's aging population

St. Lucie Board of County Commissioners, Transit Division – St. Lucie County, *Mobility Specialist*
2011-2012

- Acquired over $515,000 in grant capital for transportation planning and coordination; updated the TDSP, TIP, and LRTP

Education

Southern New Hampshire University
Pursuing a Masters in Organizational Leadership
Certifications in Community Economic Development

Indian River State College
Bachelor of Science in Organizational Management with a Concentration in Public Safety Administration

Indian River State College
Associate of Arts in Criminal Justice

Professional Certifications

- FEMA
- FPTA
- CTAA



Frank Ciccarella

Vice President of Safety

Professional Summary

Frank J. Ciccarella is recognized as one of our nation's experts in public transportation training and safety. Frank has more than 40 years of experience in training and safety as an executive and as a consultant to the industry. Frank has experience in all phases of public transportation including fixed route bus operations, paratransit operations, taxi operations, TNC's, Shuttle Bus, and similar forms of public transportation.

Frank's experience includes all types of training and safety programs. He is a certified instructor for the TAPCO Transit and Paratransit training program. This includes training of drivers for all modes of operations as well as safety program implementation.



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Experience

Synergize Consulting – Gardner, KS - *Owner*
September 2018 – Present

- Provides management consulting in all phases of transit and/or for-hire operations
- Offers a comprehensive suite of driver training, employee training, safety training, new company start up, audit preparation, expert witness review & preparation, risk management control, analytic reviews, training program development and implementation, safety program management oversight.

J Rubino Transit Consulting, Saint Augustine, FL –
September 2018 – Present

- Performs expert witness services in legal matters, including personal injury cases, employment disputes, and regulatory matters
- Provides driver and employee training, safety training, and management consulting in all phases of transit and/or for-hire operations

SCR Medical Transportation – Chicago IL. – *Vice President of Safety, Training, and Security*
August 2013 – August 2018

- Created a synergistic approach to managing safety in all areas of operations
- Conceptualized and created the System Safety and Security Plan to standardize operational and safety practices across all departments, including:
    - Driver Recruitment, Selection, and Hiring Procedures
    - Development and Implementation of New Driver Training Programs

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Experience Continued

- Implementation of the SCR Certified Driver Instructor Program
- Continuing Education Courses for existing drivers
- Management of the SCR DOT Drug and Alcohol Program
- Collision and Injury Prevention Program
- Security Planning and Implementation of the SSSP
- Incident Alert / Crisis Communication Planning
- Compliance programs for Federal, State, and Client Regulations
- Employee Safety Incentive Program
- Development of Safety and Training Budget Guidelines.
- Development of the Risk Management program, Claims Management, and Insurance Renewal and Finance Programs
- Implementation of Safety Committee goals and guidelines
- Development and Implementation of Internal Audit procedures
- Serve as a member of the executive staff
- Developed guidelines for SCR Safety Department Proposal writing
- Management of Fleet Maintenance
- Management of Facilities and Environmental Controls

North America Central School Bus – Joliet, Il. – *Director of Safety and Training* May 2011 – August 2013

- Responsible for all safety and training of drivers, mechanics, and staff.
- Develop and implement a coordinated new driver training program and education program for current drivers.
- Responsible for development of all environmental programs and training.
- Responsible to create and implement standardized operational and safety practices.
- Responsible for the development, implementation, & management of the Substance Abuse Program.
- Develop and implement standardized security plan and training.

Medical Transportation Management (MTM) / Ride Right Transportation – Lake St. Louis MO. – *Vice President, Safety, Training and Security* February 2010 – May 2011

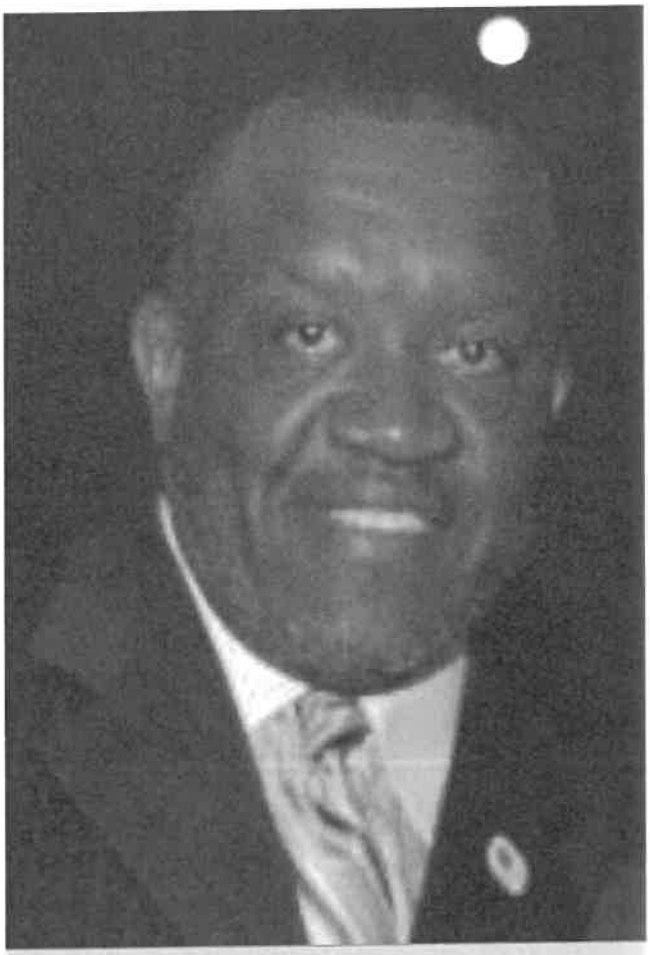
- Developed a comprehensive approach to safety and risk management and implemented a System Safety and Security Program company wide. Ride Right was a new operating division of MTM.
- Conceptualized, created, and implemented standardized operational and safety practices.
  - Driver Recruitment, Selection, and Hiring Procedures
  - New Operator Training Programs
  - Continuing Education Courses for existing operators
  - Implemented and Developed the Substance Abuse Prevention Program.
  - Collision and Injury Prevention Program
  - Security Planning
  - Incident Alert / Crisis Communication Planning
  - Compliance programs for Federal, State, and Client Regulations
  - Develop and Implement location start up training programs.
  - Incident Reporting Program

First Transit, First Vehicle Services, Divisions of First Group America – Cincinnati, OH – *Vice President, Safety and Security* October 2007 – May 2009

- Led the integration and change management strategies for Laidlaw Transit and First Group America from October 2007 through January 2009
- Created and implemented a World Class Safety Program for more than 14,000 employees and 7,500 vehicles operating at 180 facilities across North America
- Conducted a best practices study and comparative analyses of safety practices across a dozen major transportation firms to establish a strategic plan
- Integrated and managed the Substance Abuse prevention program.
- Developed a comprehensive approach to safety and risk management and implemented a System Safety and Security Program
- Established new organizational norms for two culturally distinct organizations by introducing World Class Safety, in which risk-aversive behavior is considered a priority for every member of the organization
- Integrated the World Class Safety norm as a driver of business practices and employee development programs • Implemented World Class Safety strategies and programs including, employee recruitment, selection, orientation, job skills training, in-service education, leadership development and performance support systems

Laidlaw Transit Services, Inc., Overland Park, KS – *Vice President Safety and Security* February 2002 – October 2007

- Created a synergistic approach to managing safety in all areas of operations
- Developed and implemented the best transit safety program in America
- Conceptualized and created the System Safety and Security Plan to standardize operational and safety practices across 120 locations, including:
  - Operator Recruitment, Selection, and Hiring Procedures
  - New Operator Training Programs
  - Continuing Education Courses for existing operators
  - Developed and Implemented the Substance Abuse Prevention Program
  - Collision and Injury Prevention Program & Security Planning
  - Incident Alert / Crisis Communication Planning
  - Compliance programs for Federal, State, and Client Regulations
  - Employee Safety Incentive Program



Warren Montague

Special Projects Consltant

Professional Summary

Mr. Warren Montague is MV's proposed general manager for the MARTA Mobility Operations and Maintenance Services. implementation.

Experience

MV Transportation – Detroit, MI –
Manager of Office of Mobility Service, Compliance & Standards 2013 – Present

- Oversight of the following programs for the Detroit Department of Transportation:
- ADA Paratransit operations and delivery of services
- Disadvantaged Business Enterprise (DBE) Program
- Title VI Plan
- Drug & Alcohol Program
- Specialized Services Program

Southeastern Pennsylvania Transportation Authority (SEPTA) – Philadelphia, PA
1993 – 2013
Chief Transportation Officer, Customized Community Transportation
2011 – 2013

- Oversight of service plan to provide more than 8000 advance reservation, door-to-door daily paratransit and fixed route trips
- Negotiated contracts for CCT transportation services both paratransit and fixed route
- Management oversight of fixed routes operated by private contractors and hourly employees
- Administered financial and budgetary services to account for millions in annual expenses and receivables
- Provided all facets of customer services – advisory committees, training, ADA compliance
- Responded to assignments from the GM/AGM

Customized Community Transportation – *Director of Service Operations*
1997 to 2011

- Oversight of SEPTA CCT CONNECT – more than 7,000 senior and ADA complementary paratransit door-to-door rides each weekday across a five-county service area, more than 2,200 sq. mi.
- Oversight of service operations and planning service for five counties
- Directed, coordinated and budgeted service and policy implementation for all contractors
- Designed and developed service specifications and contract documents



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Experience Continued

- Managed internal operations staff of about 53 (Control Center, Scheduling Units), contract labor force of about 42 (Reservations)
- Delivered public and community presentations as required
- Completed the successful centralization of paratransit service at SEPTA headquarters, with no accompanying increase in head count. Results: improved productivity, quality of service, and capacity (immediate 18-20% gain in trip volume) while using same fleet and same number of service hours. Planned and oversaw introduction of direct dispatch, a new function for SEPTA involving new technology start-up
- Oversaw many successful contractor transitions, upgrades of PASS (Paratransit Automated Scheduling System), and phased implementation of the largest MDT project in North America

Freedom Paratransit – *Director*
1997

- Managed SEPTA's in-house paratransit unit – helped create unit as emergency strategy when largest carrier unexpectedly shut down
- Oversaw daily activities and service delivery to senior and ADA ridership
- Hired and supervised service operations staff
- Advised in-house and contractors on methods to improve service
- Developed and coordinated service problem resolution
- Represented SEPTA in labor grievances and arbitration
- Represented unit to senior and disabled communities

SEPTA Paratransit – *Director of Transportation*
1996

- Coordinated street supervision and contractor problem resolution
- Assigned site monitors
- Met with contractors via service changeovers, contract infractions, service complaint investigations
- Conducted contractor training, and served as primary contractor liaison

SEPTA Paratransit – *Service Monitor*
1993 to 1994

- Monitored daily paratransit service through telephone contact with contractor dispatch units • Input data into computer system, and handled vehicle breakdowns and accidents
- Responsible for monitoring contractors at special events, and vehicle inspections/street monitoring

Philadelphia Corporation for Aging – Philadelphia, PA – *Resource Coordinator*
1988 to 1993

- Developed and implemented the senior citizen Attendant Transportation Program (ATS)
- Certified and evaluated older adults in homebound situations needing assistance to access transportation
- Trained both in-house staff and drivers in Passenger Assistance Techniques
- Monitored funding and spending to facilitate payment to contract carriers

Education

Southern Illinois University – Carbondale, Illinois
Bachelor of Science
Workforce Education and Development

Temple University – Philadelphia, PA
B.A., Criminal Justice

Community College of Philadelphia – Philadelphia, PA
Associate Degree in Arts, General Studies

Bus Accident Investigation – US DOT, TSI (Oklahoma City, OK)
Passenger Assistance Technical Instructor (Dallas, TX program)
Instructor - Passenger Assistance Techniques (PAT)
Wheelchair Securement, Sensitivity – University of Wisconsin (Milwaukee)
Comprehensive ADA Paratransit Eligibility Determination – NTI/FTA
"Train the Trainer" – SEPTA Professional Education Development
Software – PASS, Mainframe, Microsoft Office, Windows

Professional Affiliations

Board Member

- Conference of Minority Transportation Officials (COMTO)
- Pennsylvania Transportation Coalition (PenTrans)
- Philadelphia Academies, Advisory Board for Public Education



Marcos Monheit

CFO

Professional Summary

Seasoned financial professional with proven experience managing high growth environments, corporate finance, capital markets, M&A, financial modeling, budgeting, analysis, treasury, accounting, and financial reporting

Experience

WorkCapital BS"D S.a.r.l.- *Senior Financial Consultant*
2018 - 2021

- Luxembourg based fintech start-up operating in Brazil with an Israel-based development team Provided guidance on financial and tax compliance in Luxembourg, Israel, Brazil, and Guernsey
- Implemented dynamic cash forecasting model, maintained cap table and forex hedging

PHARMSCRIPT LLC – SOMERSET, NJ - *Chief Financial Officer*
2010- 2017

- Pharmscript is a fast-growing long-term-care pharmacy servicing hundreds of thousand skilled-nursing beds in 24 states out of 20 pharmacy locations
- Played key role in the early financial turn-around of Pharmscript, thereby saving the Company from insolvency and positioning it for rapid growth while achieving industry-leading profit margins
- Developed and executed the financial strategy that enabled Company to grow more than ten-fold in 6 years without additional capital infusion or bank debt
- Negotiated complex medication supplier agreements achieving extraordinary pricing as well as ground-breaking payment terms
- Led due diligence and financial integration of pharmacy acquisitions
- Oversaw the due diligence process for 2016 private equity investment

IDT CORPORATION – NEWARK, NJ (NYSE "IDT") - *Chief Financial Officer – IDT Carmel Holdings, Inc. 2007-2009*
2003 - 2009

- IDT provides telecommunication services worldwide to retail and wholesale markets. The Company also incubated and operated several other businesses through its IDT Capital division
- IDT Carmel bought and managed consumer debt and had $1 billion in portfolios under management • Established and led monthly portfolio performance review process
- Implemented business modeling changes that dramatically improved budgeting and projection turn-around time and analytical flexibility
- Prepared and reviewed schedules used in public SEC filings



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Experience Continued

Chief Financial Officer – IDT Capital, Inc. 2006-2007

- IDT Capital, Inc., the incubation division of IDT Corp, managed 12 different businesses in the areas of energy supply, debt management, publishing, radio, mobile internet content, call centers, and insurance brokerage
- Fiscal oversight and management of portfolio companies with aggregated annual revenues of $300 million
- Instituted uniform financial reporting and analysis for all 12 businesses and oversaw budgeting process
- Led financial due diligence of acquisition targets

Chief Financial Officer – IDT Global Israel, Ltd ("IGI") 2003-2006

- IGI was IDT's Jerusalem-based 600 seat call center and outsourced services provider
- Secured NIS 12 million in government grants for call center development
- Performed fiscal oversight of multi-million-dollar construction of Jerusalem headquarters
- Developed break-even strategy to bring the Company from start-up mode into financial independence

UNIVERSAL HEALTH MANAGEMENT, LLC – FT. LAUDERDALE, FL - *Chief Financial Officer*
2001 - 2003

- UHM was a fast-growing nursing home management company operating in Florida and New York
- Implemented capitated contracts for major expenses, resulting in predictable cash flows and financial results
- Revamped the financial staff, brought balance sheets to date and initiated cash flow reporting

THE AMERIX CORPORATION – COLUMBIA, MARYLAND - *Vice President, Treasury*
1999 - 2001

- Amerix was a national electronic payment processing provider moving more than $1B annually and servicing over $5B in high-risk credit card receivables for all major U.S. credit card providers
- Directed all capital raising activities, banking relationship management, corporate cash operations, risk management, and lease financing
- Led the private offering of $30M in convertible preferred stock
- Negotiated and established the Company's first revolving credit facility and purchasing card program

INTEGRATED HEALTH SERVICES, INC. – SPARKS, MARYLAND (NYSE "IHS")
IHS was a national healthcare services provider with annual revenues of $3.2B

Vice President, Assistant Treasurer 1998-1999

- Negotiated multi-million dollar equipment leases, saving the Company over $1M per year
- Lowered IHS exposure to surety bond contingent liabilities by $5M

Director, Corporate Finance 1997-1998

- Established interest rate hedge portfolio comprised of over $1B in standard and exotic swaps • Prepared financial models, analysis, and road-show material for issuance of $950M in senior subordinated notes. Also implemented all related forward rate-lock hedges
- Worked closely with investment banks to implement induced conversion of $259M in senior convertible debt • Participated in the consent and tender of $215M in senior subordinated notes
- Received IHS 1997 Corporate Award of Special Recognition for Achievement and Commitment to Quality Service *Director, Mergers and Acquisitions 1996-1997*
- Directed financial analysis, valuation, and financial due diligence of prospective acquisitions and made recommendations to senior management regarding financial risks, deal structure, and purchase price negotiation

CSX INTERMODAL, INC. – BALTIMORE, MARYLAND - *Financial Systems*
1990-1996

- CSX Intermodal is a business unit of CSX Corporation (NYSE "CSX") with annual revenues of $1B • Held several positions from Financial Analyst to Manager, Accounting and Financial Systems 1990-1996 • Managed all computerized financial accounting systems, monthly accounting close, capital spending analysis • Controller for $23M subsidiary

PRICE WATERHOUSE LLP. – NEW YORK, NEW YORK - *Staff Accountant*
1987-1989

- Performed U.S. Taxation compliance and research work and completed interim and year-end reviews for purposes of issuing audited financial statements

Education

Johns Hopkins University – Baltimore, Maryland
Master of Science, Finance
Recipient of the Stegman Award for Academic Excellence
Overall GPA 4.0/4.0

University of Maryland – College Park, Maryland
Bachelor of Arts, Economics

Languages

- English, Portuguese - Native
- Hebrew – Fluent



Lashonda Carter

Regional Safety Manager

Professional Summary

Lashonda is highly proficient in the Smith System and LLLC defensive driving programs. She incorporates these programs as the foundation of her organizational behavior disciplines and management theories. She came on board with ProKel in 2017, and the company immediately felt the impact

Experience

Safety Manager, ProKel Mobility (Palm Beach, FL)
2017 to Present

- Oversee the safety and training administration for 90 drivers.
- Improved driver relations through effective, consistent, and honest communications
- Improved Accident Frequency Rate
- Consistent road observations and ride checks to maintain performance levels
- Maintain 100% compliance with DOT and FTA regulations
- Assist other divisions throughout the United States with new location start-ups and corrective actions for challenges at current divisions
- Manage drug and alcohol program for all safety sensitive employees
- Manage and audit collection sites and clinics
- Assisted in retraining new service coordinator in reasonable suspicion testing
- Maintain employee records and files to meet contract, state, and federal requirements
- Enforce current policy and promoted new award program to improve attendance

Safety Manager, MV Transportation, Inc. (Palm Beach, FL)
2015 to 2017

- Supervise paratransit operation providing over 8,000 passenger trips a week in Palm Beach County (2,000 sq. miles) with a team of more than 170 employees
- Oversee safety-sensitive employees in the areas of safety, maintenance, dispatch, and administration, with five direct reports
- Monitor and oversee safety functions of subcontracted provider
- Assist and monitor employee recognition programs for good driving habits and customer service to promote safety and morale
- Enforce current policy and promoted new award program to improve attendance
- Ensure compliance with all environmental, health, and safety regulations
- Conduct investigations of in-service accidents/incidents
- Assisted in reducing overtime costs
- Reduced accident frequency



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Experience Continued

Lead Trainer / Road Supervisor Metro Mobility Management (Palm Beach, FL)
2011 to 2015

- Responded to employee issues, accidents, and emergencies
- Provided training support as needed
- Performed dispatching at two locations
- Made facility visits and reached resolution for any problem or issue
- Maintained communication with drivers and all employees to assure delivery of quality service
- Implemented, promoted and adhered to company policies and procedures
- Coordinated all forms of operations, including organizing schedules, monitoring service costs, responding to customer complaints

Skills

- Data Analysis
- Problem Solving
- Delegation
- Decision Making
- Computer Software
- Data Entry
- Recruiting
- Operations
- Team Building

Certifications

- MVOC Training
- Non-Emergency Stretcher/Stair Chair Training
- Drug and Alcohol Responsible Suspension Determination
- CPR/First Aid
- SHRM





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Angelica Williams

Director of HR and Internship Program

Professional Summary

Angelica is a University of Florida graduate with over ten (10) years of experience in human resources, recruiting and internship programs. Angelica will manage the recruiting functions for the City and make sure ProKel has the best talent in the industry.

Experience

Director of HR & Recruiting

Miami, FL *2019-Present*

- Direct all aspects of talent acquisition - National recruitment in multiple areas of the organization: Operations (Paratransit and Fixed, School Bus and Shuttle services),
- Develop social media talent recruiting campaigns
- 100% Fully Staffed in all ProKel locations due to outside the box recruiting plans and execution
- Direct talent attraction and employment branding initiatives
- Develop talent acquisition strategies and hiring plans
- Determine current staffing needs and produce quarterly forecasts
- Direct ProKel's recruiting initiatives nationally with Union and non-union talent as well as responsible for competitor analysis and available workforce analysis nationally
- Daily meet with leaders/executives of internal and external organizations to establish innovative approaches to drive & retain key talent
- Responsible for hiring all Corporate, Field talent, and Executive level functions
- Proactively evaluating with Operations to forecast the increases in recruiting needs of the business and demands for start up's and bid roles, backfills and trend shortages
- Continuous evaluation and refinement of recruitment process to exceed or meet service level requirements
- Experienced in conducting, coordination, and execution of panel interviews
- Direct all employment marketing strategies and budget management for the recruiting department. This includes talent platforms, diversity, and military recruitment to meet compliance. Coordinate the Talent Review Process across the country with Field Operations partners
- Oversee supplemental recruiting programs: internships, University partnership, and workforce development organizations.

Education

BS, Business Management, Marketing, and Related Support Services
University of Florida
Gainesville,FL 2005-2009

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Anthony Radicone

Vice President of Maintenance

Professional Summary

Self-motivated professional with over 30 years of progressive experience in all aspects of the vehicle and fleet maintenance industry. A proven track record for taking technical or complex problems from inception to completion, while streamlining procedures that improve safety, productivity and control cost through expertise.

Experience

First Transit Group- Maintenance Manager
October 2017 to Present

- Daily planning & scheduling of Bus Maintenance / Audit Work Orders
- Monitor CPM for Budget
- Oversee Shop Supervisors/ assist with work delegation
- Monitor trends / Recommend changes to Maintenance program
- Plan campaigns, projects and recalls /Process Warranty Parts & Services
- Assist in the development of Shop Standard Operating Procedures (SOP's)
- Strategic Planning, implementation & communication of Maintenance financial, safety and quality goals/objectives
- Quality assurance/ Breakdown Analysis and Quality Inspections (QI)
- Comply with DOT, OSHA Federal, State & Local laws
- Measures, track and perform ongoing analysis for metric based initiatives

Maruti Fleet and Management- Regional Maintenance Director
January 2015 – October 2017

- Oversee maintenance activities at seven operating locations.
- Directly responsible for all aspects of the operation of 300 vehicles: buses, vans and trolleys.
- Lead, coordinate & manage work shifts with local shop Supervisors, Maintenance Technicians, Parts Manager and Service Line employees.
- Enforce all Company Standard Operating Procedures and Key Performance Indicators as they relate to safety, maintenance and repair.
- Work within an established $2 million yearly operating budget and oversee $200k in Parts Inventory.
- Provide Senior Management with reports to forecast maintenance and repair budgets needs as well as future service contract negotiations.



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Experience Continued

- Comply and adhere to all State & Federal regulations as well as DOT & OSHA rules and regulations.
- Increased productivity by effectively leveling technician skill set to complete assigned tasks at peak levels.
- Facilitate periodic shop audits as well as ensure compliance with all Corporate Audits.
- Develop initiatives and goals that focus on process improvements that lead to cost savings and service improvements.
- Ensure adherence of all local contract requirements
- Manage Audit and Preventive Maintenance Schedules.
- Develop and execute short term strategies, solutions and improvements.
- Provide support to operations team by conducting pre-shift meetings and team leadership.

Maggie's Paratransit –Assistant Director-New York City Boroughs *June 2011 – June 2014*

- Directly responsible for all aspects of the operation of 875 para-transit and school buses that provide over 900 routes daily.
- Ensure adherence of all MTA contract requirements
- Oversee five shop locations, track all part costs.
- Manage Audit and Preventive Maintenance Schedules.
- Develop and execute short term strategies, solutions and improvements.
- Maintain budget for profit and loss
- Prioritize, implement and manage work schedules, projects and assignments for 78 staff members.
- Provide support to operations team by conducting pre-shift meetings, team leadership, education and development of staff.

MV Transportation- Fleet Maintenance Manager –Staten Island/Brooklyn, New York *July 2007 – March 2011*

- Directly responsible for all aspects of the operating maintenance of 280 para-transit buses that provides over 3000 one-way trips daily within all five boroughs of NYC.
- Directly responsible for:

  - Adherence of all MTA contract requirements
  - Budget for profit and loss
  - Maintenance and union relations
  - Tracking and control of parts and inventory from vendors and suppliers
  - Prioritization, implementation and management of work schedules, projects and assignments.

- Communicate effectively with all levels of 23 staff members. Issuance of written and oral formats.
- Manage all Audit and Preventive Maintenance schedules.
- Provide support to the operations team, conduct pre-shift meetings, lead, educate and develop employees, plan daily manpower to meet workload, perform other duties as required.
- Developed and maintained a Department of Transportation Passing Rate of 98.7% and Out of Service of 3%.

Joseph Scott Incorporated Consulting Firm – Owner/Consultant *August 2001 - July 2007*

Private Bus and Truck Companies with Contracts with State and Local Authorities.

- Develop and Monitor Fleet Campaigns.
- Develop and execute short term strategies, solutions and improvements.
- Ensure adherence of Contract Requirements.
- Transition Activities, Inspections and Audits.
- Oversee all performance activities in the Maintenance Shop.
- Manage all Preventive Maintenance Schedules.
- Oversee all Department of Transportation Inspections.
- Provide weekly updates to the General Manager /Owner of Company.

Couch and Company -Investment Management Company Owner *–Certified with Series 62, 63 and 24 January 1991 - August 2001*

- Responsibilities as an owner, overseeing 163 stockbrokers.
- Directly responsible for all aspects of the firm under the guidelines of the National Association of Securities Dealers.
- Maintained standard of fair dealing as a member in the conduct of business.
- Observe high standards of commercial honor, just and equitable principles of trade. Directly responsible for customer funds held within the firm of 375 million dollars.
- Overseeing five branch offices with over 300 transactions a day for each office.
- Overseeing all disclosures, trades, suitability recommendations and special situations.
- Directly responsible for hiring, training, and monitoring of staff.
- Ensured that policies within the company were within adherence of laws and regulations governing the industry.

Park Inn Ford-Service Manager
July 1990 – January 1991

- Responsible for staff of 18 mechanics and three departments.
- Set annual operating budgets for all departments.
- Evaluate all employees and ensured staff remained up to date with automotive industry changes.
- Coach and counsel staff to maintain and keep a high customer standard for the dealership.
- Process all warranty claims.

Experience Continued

U-Haul truck company-District Service Manager
March 1988 – July 1990

- Oversee regional shops with a combined staff of 19 mechanics.
- Set annual operating budgets and evaluate profit/loss for each department.
- Manage and evaluate mechanical team.
- Ensured the staff was updated in current automotive industry changes by continued education.

United States Army- Sergeant of the Motor Pool
January1982 - January 1988
Mission:
To provide necessary forces and capabilities in support of the national security and defense strategies.

Function:
Motor pools serve as a designated parking lot, a secured maintenance area and a guarded vehicular control point that ensures vehicles have passed appropriate safety inspections.

Responsibilities:

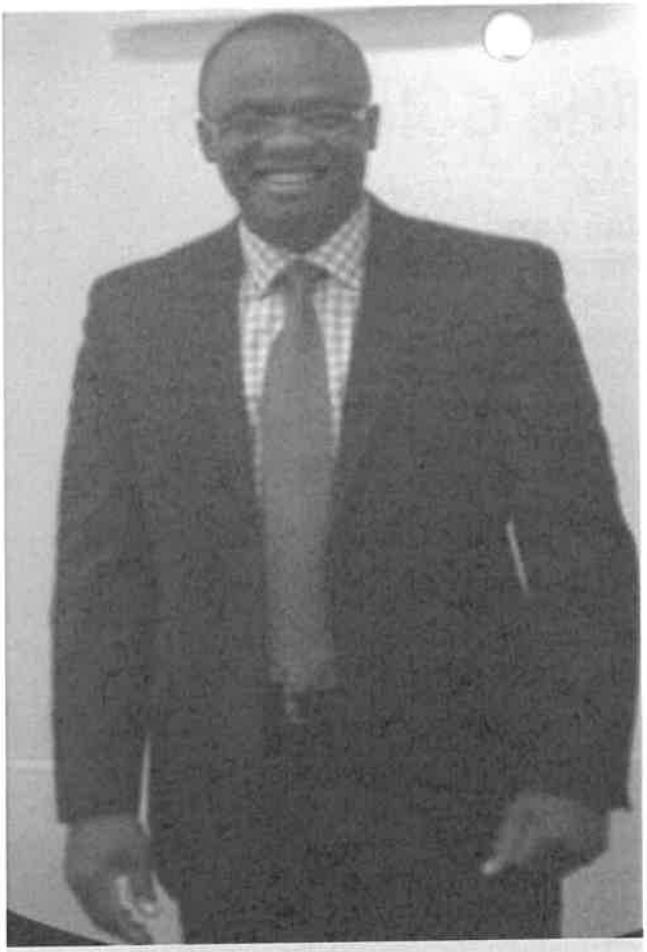
- Responsibilities included ensuring that all 275 truck vehicles for the 3rd Battalion were combat ready and that all aspects of operating maintenance was performed.
- Provide support to the battalion operations team, conduct per-shift meetings.
- Lead, educate and develop all the soldiers on my team.
- Directly responsible for adherence of all military requirements.

Military Decorations, Awards

- February 1985 - Army Commendations Medal
- June 1983 - Army Good Conduct Medal
- September 1983 - Non-Commissioned Officer Development Ribbon
- December 1986 - Overseas Ribbon

Education

- United States Army Maryland Automotive/Diesel Repair and Rebuilding School
- United States Army Fort Bragg, NC Transmission and Overhaul School.
- ASE Certified-Master Technician
- Albany Business College from 1977-1981
- CAFM(Certified automotive fleet manager)



Monsieur Mitch Phanor

Vice President of Operations

Professional Summary

ProKel Mobility's Chief Operating Officer, Mitch Phanor, brings over twenty (20) years of transit experience from his years of working with the New York transit system. Mitch had oversight of startups and mobilizations, which included 2,000+ vehicles and 3,000+ team members during his tenure in New York City, for all the municipal contracts under New York City Transit and local and state governing agencies.

Experience

VP of Operations, ProKel Mobility (New York, NY)
July 2022 to Present

- Responsible for the overall operation of divisions nationally.
- Primary client contacts accountable for guaranteeing contract compliance
- Provided technical expertise to multiple clients for system improvement and development focusing on various performance measures and efficiencies
- General oversight of Transit Operations, providing guidance with day-to-day activities and planning strategies to General Managers and Clients

Project Director/Operations Manager, MV Transportation, Inc./New York Transit Authority (New York, NY)
2011 to 2022

- Responsible for the daily management of an $80 million, five year paratransit operation providing door-to-door transportation services to ADA approved passengers within the five boroughs of New York City
- Effective management of various departments (operations, safety and training, vehicle maintenance and accounting and administration)
- Lead a workforce of more than 370 employees (300 drivers, 20 mechanics and 50 staff employees)
- Maintain superior client relations
- Conduct union hearings
- Resource allocation (driver scheduling and vehicle availability)

Safety Manager, AGM, MV Transportation, Inc. (Brooklyn, NY)
2006 to 2011

- Reviewed current and next day manifest for efficiency and operational performance
- Responded to complaints and took action with retraining drivers with multiple infractions of regulations and procedures
- Assisted with dispatchers training to decrease complaints of drivers as it affects all departments



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Jacqueline Goldsmith

Operations Manager

Professional Summary

Results-driven leader with strong financial acumen | Ability to enforce and maintain high standards | Demonstrated ability to train, motivate and mentor employees to achieve/exceed contractual expectations

ProKel Mobility, Miami, FL — *Operations Supervisor*
JUNE 2021 - PRESENT

- Responsible for company leadership, direction and support to ensure successful execution of annual business plans and compliance with policies of both the contracting agency and client. • Set budgets and implement production planning to drive down waste costs.
- Conduct periodic departmental audits to ensure financial metrics are managed continuously, exceptions are reported and action plans are developed.
- Effectively manage customer relations through direct contact and outreach programs. • Oversee vehicle maintenance plan and ensure fleet availability to meet service requirements. • Oversee safety and training programs, plans and processes to ensure overall compliance. • Improve vehicle maintenance, service and standards, resulting in lower costs and greater reliability.

First Transit, Deerfield, FL — *Supervisor of Shuttle Bus Services*
2020 - 2021

- Assisted in daily supervision of the operation of the transportation contract, in compliance with the policies of the contracting agency and in conformance with company procedures.
- Oversaw the vehicle maintenance plan, fleet availability, and safety and training programs to ensure compliance with company, contract and regulatory requirements.
- Conducted periodic departmental audits to confirm financial metrics were managed continuously, exceptions were reported and action plans were developed in order to ensure the location met its financial, safety and operational expectations.

PROKEL Mobility

Experience Continued

First Transit, Deerfield, FL — *Supervisor of Shuttle Bus and Paratransit/Operations*
2016-2018

- Managed the financials for a location which employed 260 team members and with $11 million yearly combined revenue (Broward Paratransit and Sun Trolley Fixed Route Shuttle).
- Produced KPI reports for the General Manager which highlighted the state of overtime, passengers per hour, stand-by hours, trips per day, revenue hours scheduled per day, trips per revenue hours as scheduled per day, percentage of WC trips, scheduled trips percentage vs. delivered, and more.
- Spearheaded Driver Behavior Safety programs to reduce accidents and worker compensation cases.
- Worked with GM to launch driver incentive programs focusing on Safety and On Time Performance.

Education

University of Louisville, Louisville, KY – Bachelor's Degree in Arts | Minor in Pan African Studies

Skills

- Strategic Planning
- Quality & Safety Assurance/Control
- Leadership/Motivation/Teamwork
- Operations Development
- Maintenance Operations/Management
- Employee Training, development and mentoring



John Petillen

Operations Supervisor

Professional Summary

Ten-year leader in the transportation industry | Demonstrated ability to train, motivate and mentor employees to achieve corporate goals | Ability to quickly identify and remedy issues | Proven track record for streamlining procedures that improve safety and increase production

Experience

ProKel Mobility, Miami Dade and Palm Beach County, FL — *Operations Supervisor*
JANUARY 2020 - PRESENT

- Oversee the daily operational and business support activities of the facility and direct the workflow.
- Manage, motivate, coach and evaluate 75 employees, and facilitate effective training programs.
- Implement and enforce policies and procedures and ensure safety and timeliness in all projects.
- Responsible for daily, weekly and monthly review of key operational metrics.
- Maintain open communication with all departments routinely to ensure the company meets or exceeds expectations.
- Assist with safety and training programs and processes to ensure compliance.

First Transit, Dania Beach, FL — *Lead Operations Supervisor*
2014 - 2019

- Responsible for overseeing and scheduling 120+ vehicles and 150+ drivers, managing eight dispatchers and 1,700 to 2,100 paratransit passenger trips per day.
- Facilitate and conduct effective training programs for all staff.
- Responded and effectively resolved labor issues and settled outstanding labor disputes and grievances.
- Assisted with maintenance issues in relation to the operations.
- Increased staff productivity/on-time performance, resulting in enhanced customer satisfaction.
- Successfully reduced customer complaints while improving customer service and satisfaction.



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Experience Continued

Medex Transport, South Florida Region — *Dispatch Manager*
2011-2014

- Dispatched and supervised the daily operational activities of the Paratransit operations with a fleet of 55 buses.
- Provided 1,200 trips per day and coordinated with human service customers to ensure proper service.
- Created staff schedules while staying on budget and ensuring proper stang for the average volume of service.

Languages

Trilingual
Fluent in:

- English
- Spanish
- Creole

Skills

- Strategic Planning
- Leadership/Motivation/Teamwork
- Analyzing and Troubleshooting
- Operations Development
- Maintenance Operations/Management
- Knowledge of Regulations/Processes
- Process/Production Improvement
- Quality and Safety Assurance/Control
- Computer Program Knowledge
- Project Development/Management

CHAPTER 14-90
EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS

14-90.001 Scope (Repealed)
14-90.002 Definitions
14-90.003 Department Responsibilities and Authority (Repealed)
14-90.004 Bus Transit System Operational Standards
14-90.0041 Medical Examinations for Bus Transit System Drivers
14-90.005 Transit Bus Accidents (Repealed)
14-90.006 Operational and Driving Requirements
14-90.007 Vehicle Equipment Standards and Procurement Criteria
14-90.008 Standards for Accessible Buses (Repealed)
14-90.009 Bus Safety Inspections
14-90.010 Certification
14-90.011 Inspection of Buses By Law Enforcement Officers (Repealed)
14-90.012 Safety and Security Inspections and Reviews

14-90.001 Scope.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 344.044(12), (21), 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-2-94, Repealed 8-7-05.

14-90.002 Definitions.

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) "Bus" means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:

(a) Type I means over 22 feet in length, including bumpers.

(b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) "Bus Transit System" means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) "Community Transportation Coordinator" means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) "Department" means the Florida Department of Transportation.

(5) "Drive" or "Operate" means all time spent at the controls of a bus in operation.

(6) "Driver" means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) "FMVSS" means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) "For Compensation" means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) "Manufacturer" means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:

(a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

(b) Inspecting, servicing, or conditioning any vehicle.

(c) Driving.

(d) Remaining in readiness to operate a vehicle (stand-by).

(e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) "Passenger" means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) "Paratransit" means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, "dial-a-ride" buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) "Safe Condition" means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.

(15) "Safety Review" means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) "Security" means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) "Security Program Plan" or "SPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) "Security Review" means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) "System Safety Program Plan" or "SSPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) "Taxicab" means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) "Trailer Bus" means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) "Twenty-four Hour Period" or "24-Hour Period" means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.

(23) "Unsafe Condition" means anything which endangers human life or property.

(24) "Personal wireless communications device" means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) "Use of a wireless communications device" means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.

(26) "Wireless communications device" means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.003 Department Responsibilities and Authority.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.004 Bus Transit System Operational Standards.

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set

forth in this rule chapter.

(a) The SSPP shall address the following safety elements and requirements:

1. Safety policies and responsibilities.

2. Vehicle and equipment standards and procurement criteria.

3. Operational standards and procedures.

4. Bus driver and employee selection.

5. Driving requirements.

6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestians and other hazards.

7. Vehicle maintenance.

8. Investigations of events described under subsection 14-90.004(5), F.A.C.

9. Hazard identification and resolution.

10. Equipment for transporting wheelchairs.

11. Safety data acquisition and analysis.

12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and

b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:

a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and

b. The use of a wireless communications device does not interfere with the operator's safety related duties.

14. The Bus Transit System shall develop a driver educational training program addressing:

a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and

b. The hazards associated with driving and utilizing a wireless communications device.

15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

(b) Each bus transit system shall implement and comply with the SSPP during the operation of the system.

(c) Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.

(d) Each bus transit system shall submit an annual safety certification to the Department verifying the following:

1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.

2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.

(e) Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.

(2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.

(a) The SPP shall address the following security requirements:

1. Security policies, goals, and objectives.

2. Organization, roles, and responsibilities.

3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.

4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.

5. Procedures for the establishment of interfaces with emergency response organizations.

6. Procedures for interagency coordination with local law enforcement jurisdictions.

7. Employee security and threat awareness training programs.

8. Security data acquisition and analysis.

9. Emergency preparedness drills and exercises.

10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

11. Procedures for SPP maintenance and distribution.

(b) Each bus transit system shall implement and comply with the SPP during the operation of the system.

(c) Bus transit systems that engage in a contract with a private contract transit provider shall:

1. Establish minimum security requirements which apply to private contract transit providers.

2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.

(d) Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.

(3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:

(a) Driver qualifications and background checks meeting minimum hiring standards.

(b) Driving and criminal background checks for all new drivers.

(c) Verification and documentation of valid driver licenses for all employees who drive buses.

(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.

2. Operational bus and equipment inspections.

3. Bus equipment familiarization.

4. Basic operations and maneuvering.

5. Boarding and alighting passengers.

6. Operation of wheelchair lifts and other special equipment.

7. Defensive driving.

8. Passenger assistance and securement.

9. Handling of emergencies and security threats.

10. Security and threat awareness.

11. Driving conditions.

(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:

1. Communication and handling of unsafe conditions, security threats, and emergencies.

2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.

3. Application and compliance with all applicable federal and state laws, rules, and regulations.

(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.

(g) Bus transit systems shall maintain the following records for at least four years:

1. Records of bus driver background checks and qualifications.

2. Detailed descriptions of training administered and completed by each bus driver.

3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.

(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.

(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive identification and ownership.

2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.

3. If not owned by the bus transit system, the name of any person furnishing a bus.

4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

(5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:

(a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.

(b) Injuries requiring immediate medical attention away from the scene for two or more individuals.

(c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than $1,000.

(d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

(6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.

(a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.

(b) The bus transit system shall monitor and track the implementation of each corrective action plan.

(7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.0041 Medical Examinations for Bus Transit System Drivers.

(1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.

(2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at www.dot.state.fl.us/transit.

(3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician

Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.

(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.

(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver's employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b), (2) FS. History–New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.

14-90.005 Transit Bus Accidents.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.006 Operational and Driving Requirements.

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22) and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver

has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty not driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. The driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.
7. Windshield wipers.
8. Rear vision mirrors.
9. Passenger doors.
10. Exhaust system.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.

(14) Bus transit systems shall require the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History–New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.007 Vehicle Equipment Standards and Procurement Criteria.

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.

(c) Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403 and 404, Rev. 10/09, hereby incorporated by reference.

(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and

standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

(a) No bus shall be operated with a tread groove pattern depth:

1. Less than 4/32 (1/8) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

2. Less than 2/32 (1/16) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

(12) Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209, Rev. 10/09, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C.F.R. 571.210, Rev. 10/09, hereby incorporated by reference.

(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.

(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.

(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:

(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated

with the operation of the lift or ramp.

(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.

(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.

2. The month and year of manufacture.

3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History–New 9-7-87, Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.

14-90.008 Standards for Accessible Buses.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.009 Bus Safety Inspections.

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.

(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

(a) Horn.

(b) Windshield wipers.

(c) Mirrors.

(d) Wiring and batteries.

(e) Service and parking brakes.

(f) Warning devices.

(g) Directional signals.

(h) Hazard warning signals.

(i) Lighting systems and signaling devices.

(j) Handrails and stanchions.

(k) Standee line and warning.

(l) Doors and brake interlock devices.

(m) Stepwells and flooring.
(n) Emergency exits
(o) Tires and wheels.
(p) Suspension system.
(q) Steering system.
(r) Exhaust system.
(s) Seat belts.
(t) Safety equipment.
(u) Equipment for transporting wheelchairs.
(v) Working speedometer.
(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:
(a) Identification of the individual(s) performing the inspection.
(b) Identification of the bus transit system operating the bus.
(c) The date of the inspection.
(d) Identification of the bus inspected.
(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.
(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).
(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.010 Certification.
(1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:
(a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.
(b) Compliance with its adopted SSPP and SPP.
(c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.
(d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.
(2) The certification shall include:
(a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.
(b) A statement signed by an officer or person directly responsible for management of the bus transit system attesting to compliance with this rule chapter.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History–New 9-7-87, Amended 8-7-05, 9-16-10.

14-90.011 Inspection of Buses by Law Enforcement Officers.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2), 316.610 FS. History–New 9-7-87, Repealed 8-7-05.

14-90.012 Safety and Security Inspections and Reviews.
(1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.
(2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is

evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit system within three business days of completion of the review and shall contain the following:

(a) Identification of the findings, including a detailed description of any deficiency.

(b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.

(c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

(3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.

(a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:

1. The required corrective action for the deficiency or unsafe condition.

2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.

(b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.

(c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History–New 11-10-92, Amended 8-7-05, 9-16-10.

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [x] Premises–Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	$1 mil	$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	$ 1 mil	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorsement is required		
[x] **WORKERS' COMPENSATION** *If exempt: State Exemption Certificate or letter on company letterhead is required.* [x] **EMPLOYERS' LIABILITY**	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	$ 500 k	
[ ] PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage reported		
[ ] BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: $10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
[ ] Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	$10 k	Completed Value form

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

REFERENCE: Community Bus Service- BCT

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Moji Oderinde- BCT

Risk Management Division

Revised 2013

Letter of Transmittal

Dear City of Oakland Park,

On behalf of **Pro Transportation, Inc. d/b/a ProKel Mobility ("ProKel Mobility")**, I am pleased to submit this proposal to provide the **City of Oakland Park's first Community Shuttle service**, a weekday fixed-route operation designed to improve local connectivity, enhance access to essential services, and lay the foundation for the City's long-term mobility network.

ProKel Mobility is honored to partner with the City to deliver a **safe, reliable, and technology-enabled community transportation system** that connects residents, employees, and visitors throughout Oakland Park. Our proposed service provides **approximately ten and one-half (10.5) hours of weekday operation, Monday through Friday**, excluding City-recognized holidays. Route alignment, designated stops, and hours of operation will be finalized in collaboration with City staff prior to service launch to ensure full alignment with community needs and ridership goals.

All operations will adhere to **City, federal, and state standards**, including compliance with ADA and FTA requirements. ProKel will manage every operational aspect of service delivery—including driver recruitment, scheduling, dispatch, maintenance, and customer support—through a turnkey model that minimizes City burden and ensures consistent performance and accountability.

Contract Summary

1. Scope of Services

ProKel Mobility shall operate one (1) fixed-route Community Shuttle within the municipal boundaries of Oakland Park, providing continuous weekday service in accordance with mutually agreed-upon route alignments and designated stops. The service will run approximately 10.5 hours per day, Monday through Friday, excluding City holidays, and will meet all ADA and FTA operational standards.

2. Compensation – Hourly Rate

The City shall compensate ProKel Mobility at the rate of **Seventy-Six Dollars and Seventy-Five Cents ($76.75)** per service hour, consistent with the current rate structure established under the City of Coral Springs model. This rate includes all operating costs—drivers, fleet operations, maintenance, technology, insurance, and management.

3. On-Demand Service Solution

In addition to fixed-route operations, ProKel Mobility offers an **On-Demand Transportation Service** to supplement

future mobility needs within Oakland Park. This flexible service—activated at the City's request—may include shared rides, dynamic routing, or defined service zones. The on-demand solution will meet the same safety, insurance, and performance standards as the fixed-route service and will integrate seamlessly into the City's overall mobility ecosystem via the **RideKel technology platform**. **Pricing for the On-Demand Service** will be provided and structured in a subsequent addendum based on the final scope of services. Final pricing shall be subject to confirmation of service hours, operating schedule, type and number of vehicles, and any additional capital or service-related costs based on the finalized scope of work. The On-Demand Service shall be compensated at a **separate and mutually agreed-upon rate and pricing structure**, as specified in the subsequent amendment, and not at the same hourly rate identified in Section 2.

ProKel's Commitment

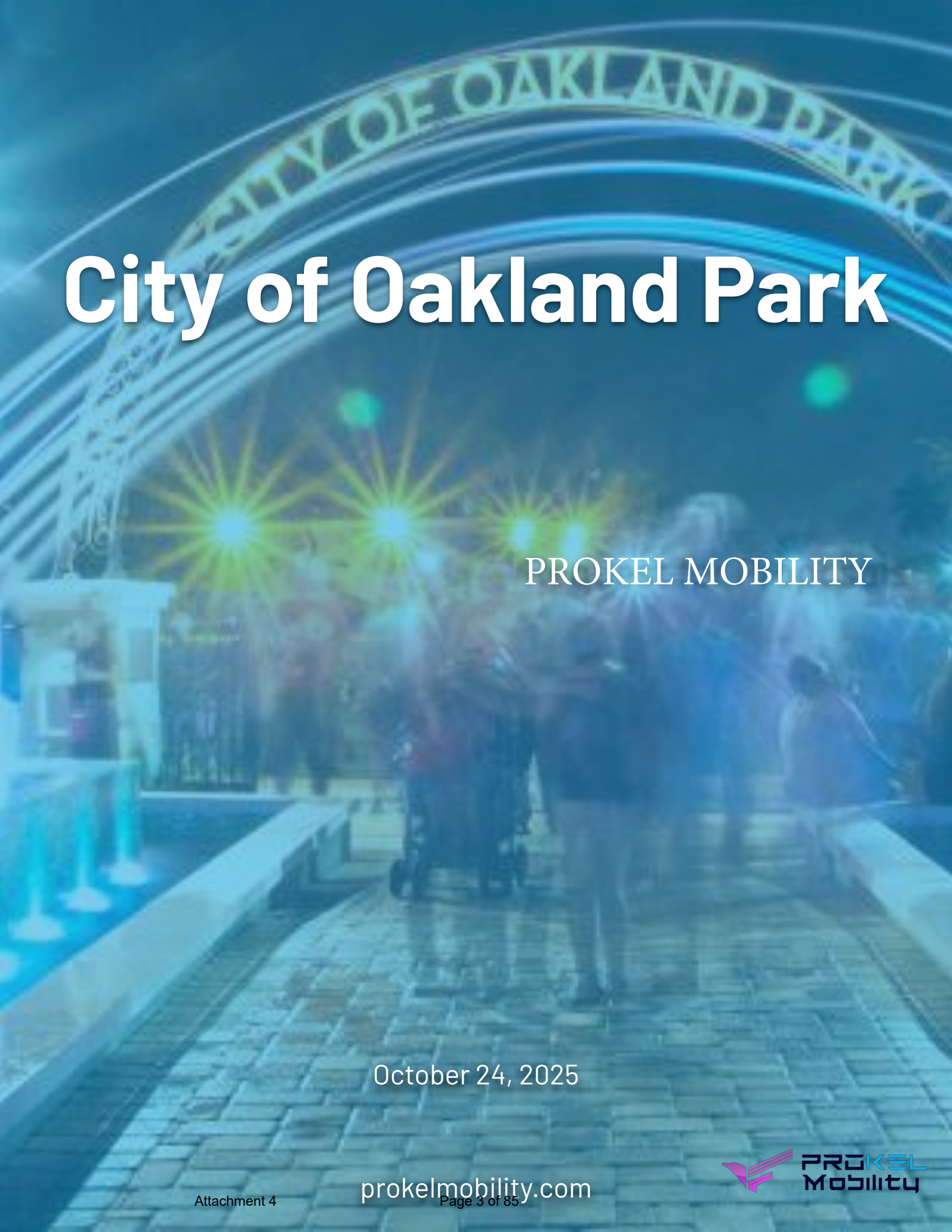
ProKel Mobility is committed to helping the City of Oakland Park establish a **modern, equitable, and community-focused transit network**. Our **RideKel platform** provides real-time shuttle tracking, multimodal trip planning, rider notifications, and performance analytics—ensuring transparency, reliability, and convenience for both riders and City staff.

With a **95% driver retention rate**, fully staffed operations within 30 days of contract execution, and a robust community engagement strategy, ProKel ensures seamless service launch and sustainable operations. Our team is ready to partner with the City to build a lasting mobility framework that delivers measurable results and positions Oakland Park as a regional leader in smart, inclusive transportation.

We appreciate the opportunity to present this proposal and look forward to collaborating with City staff to finalize service implementation and begin operations. Please contact me directly at **kelly@prokelmobility.com** or **(561) 506-5721** with any questions or to discuss next steps.

Sincerely,

Kelly Gonzalez, Jr.
CEO
ProKel Mobility



City of Oakland Park

PROKEL MOBILITY

October 24, 2025

prokelmobility.com

Table of Contents

Cover Letter **6**
Why Oakland Park Should Choose ProKel Mobility 6
A Purpose-Built Community Shuttle Designed for Oakland Park 6
Equity, Access, and Economic Mobility 6
Powered by RideKel – Advanced Rider Technology 6
Fastest Launch Timeline & Proven Staffing Success 7
Turnkey Partnership With No Burden to the City 7
Resolution and Executed Agreement **8**
Draft Resolution 8
Executed Agreement 10
Executive Summary **42**
Enhancing Mobility for the Oakland Park Community 42
Addressing Oakland Park's Mobility Challenges **43**
Challenge 1: Lack of Local Circulation and First–Last Mile Connectivity 43
Challenge 2: Infrequent Service and Long Wait Times 43
Challenge 3: Limited Rider Information and Technology Gaps 43
Challenge 4: Low Public Awareness and Transit Visibility 44
Challenge 5: Reliability and Vehicle Availability 44
ProKel's Solution: A Connected, Reliable, and Future-Ready Transit Network 44
ProKel's Proposed Service Enhancement **44**
City of Oakland Park's Recommended Service Operation 44
Summary 46
Proposed Service Map 47
Case Studies 49
Strategic Approach 49
Results & Outcomes 50
Operational Enhancements 50
Ridership Impact 51
Community Engagement 52
Technology & Rider Experience 52
Coral Springs: A Repeatable Service Approach 53
North Miami Beach Service Improvements (Launched on October 6, 2025) 54
Ridership Impact: North Miami Beach 55
Technology Integration 55
About ProKel Mobility **57**
Who We Are 57
Who We Serve 58
Our Team 58
Workforce Development Best Practice Success 65

The ProKel Approach - Leading with Safety & Backed by Innovation 65
Commitment & Quality Improvement 67
A Vision for Connected Mobility 70
Case Study: Coral Springs – A Replicable Model for Oakland Park 72
Case Study: North Miami Beach – Long-Term Sustainability 73
Workforce Excellence: Proven by the Numbers 74
Technology Enhancements 75
Community Engagement Plan 76
Workforce Development & Personnel 76
Vehicle Maintenance & Operations 77
Future Services: Multimodal Integration 78
Proposed Schedule and Pricing 79
Conclusion 79
Benefits 80
Why ProKel Mobility 81
A Partnership for Oakland Park's Future 81
Recommendation Letters 83

Cover Letter

City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

Dear City of Oakland Park:

On behalf of ProKel Mobility, I am pleased to submit this proposal to partner with the City of Oakland Park in launching its first-ever Community Shuttle service. Oakland Park is a growing, forward-thinking city, yet today it remains one of the few South Florida communities without a dedicated local transit network. ProKel Mobility is uniquely positioned to deliver a turnkey solution that connects residents, improves economic access, supports workforce mobility, and strengthens neighborhood connectivity—all while aligning with Oakland Park's strategic vision for equitable growth and community vitality.

Why Oakland Park Should Choose ProKel Mobility

A Purpose-Built Community Shuttle Designed for Oakland Park

Our proposed route network—developed using origin-destination analysis, land use patterns, and existing Broward County Transit (BCT) bus corridors—fills critical first-last mile gaps by linking residential areas with job centers, grocery stores, medical services, schools, parks, and regional transit. This service is designed to **complement and not compete with BCT routes**, increasing circulation within the city while empowering riders to reach destinations beyond Oakland Park through seamless transfers.

Equity, Access, and Economic Mobility

More than 10% of Oakland Park households lack access to a vehicle, and many residents rely on shared transportation to reach essential services. Our service plan prioritizes **high-need neighborhoods and key community assets**, supporting economic participation and opportunity for all residents. Riders will be able to reach Florida East Coast Rail, Dixie Highway, major employment nodes, and educational institutions—unlocking mobility that drives opportunity.

Powered by RideKel – Advanced Rider Technology

Oakland Park will benefit from our custom-built rider platform, **RideKel**, which includes:

- Real-time vehicle tracking and accurate arrival predictions
- Trip planning integrated with **BCT bus services and regional transit**
- Browser-based and mobile app booking options
- Multilingual rider support
- Optional on-demand trip functionality for future service expansion
- Accessibility tools designed for seniors and riders with disabilities

This innovative technology enhances the rider experience, improves service transparency, and builds public trust.

Fastest Launch Timeline & Proven Staffing Success

ProKel Mobility brings **industry-leading workforce development and operational reliability**:

- 95% driver retention rate across ProKel operations
- Workforce development and CDL advancement pathways
- Local hiring and training pipeline for Oakland Park residents
- **Fully staffed operations within 30 days of contract signing**
- Customer-focused driving team with safety and ADA service training

Turnkey Partnership With No Burden to the City

ProKel provides a **turnkey operating model** including fleet acquisition, maintenance, insurance, technology, dispatch, and customer service. Oakland Park will receive the benefits of a full public mobility solution without operational risk or administrative strain.

The Right Partner for Oakland Park's Future

ProKel Mobility is more than a transportation provider—we are a partner in community progress. Our track record supporting South Florida municipalities and workforce mobility solutions demonstrates our capability and commitment. Together, we can deliver a **safe, reliable, modern community shuttle system that reflects the character and ambition of Oakland Park**.

We welcome the opportunity to discuss our proposal in more detail and to demonstrate the RideKel rider app during your review. Please feel free to contact me directly at kelly@prokelmobility.com or 561-506-5721.

Thank you for your consideration. We look forward to working together to connect Oakland Park.

Respectfully,,



Kelly Gonzalez, Jr.
CEO
ProKel Mobility

Resolution and Executed Agreement

ProKel Mobility has included a draft resolution and a fully executed contract agreement on the following pages.

Draft Resolution

City Commission Resolution (Piggyback Authorization)

RESOLUTION NO. R-2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF Oakland Park, FLORIDA, APPROVING AN AMENDMENT / AGREEMENT WITH PROTRANSPORTATION, INC. D/B/A PROKEL MOBILITY ON A PIGGYBACK BASIS UTILIZING THE PRICING AND TERMS IN AN EXISTING CONTRACT BETWEEN CITY OF CORAL SPRINGS AND PROTRANSPORTATION, INC. D/B/A PROKEL MOBILITY, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID AMENDMENT / AGREEMENT; PROVIDING FOR A TOTAL COST NOT TO EXCEED $_____; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Oakland Park desires to provide Local Intra-City Bus Transportation Services; and

WHEREAS, the City has identified an existing contract between the City of Coral Springs and Protransportation, Inc. d/b/a Prokel Mobility (Contract No. _____), under which pricing, terms, and scope for similar services were competitively procured; and

WHEREAS, the City of Coral Springs and Protransportation, Inc. d/b/a Prokel Mobility have authorized use of that agreement by other governmental entities (piggyback usage), and staff recommends that Oakland Park adopt that pricing and those terms to expedite procurement; and

WHEREAS, the City Commission deems it in the public interest to approve the Amendment / Agreement under those terms in a cost-effective and efficient manner;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF Oakland Park, FLORIDA:

1. The foregoing “WHEREAS” clauses are ratified, confirmed, and incorporated herein by reference, including all exhibits attached hereto.
2. The Amendment / Agreement with Protransportation, Inc. d/b/a Prokel Mobility is hereby approved on a piggyback basis, using the pricing and terms of the existing City of Coral Springs contract (Contract No. _____).

3. The appropriate City officials are authorized to execute the Amendment / Agreement and any nonmaterial extensions, renewals, or modifications consistent with the City of Coral Springs contract, provided the total cost to the City does not exceed $_____.
4. All Resolutions or parts in conflict herewith are hereby repealed to the extent of such conflict.
5. If any clause, section, or provision is held invalid or unconstitutional by a court of competent jurisdiction, it shall not affect the remaining portions hereof.
6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF Oakland Park, FLORIDA, this ___ day of _____, 2025.

ATTEST: _____

City Clerk

APPROVED: _____

Mayor

Approved as to form and legal sufficiency:

_____

City Attorney

Exhibits (attach):

- Exhibit 1: The Amendment / Agreement (to be executed)
- Exhibit 2: City of Coral Springs contract (full text)
- Exhibit 3: City of Coral Springs/consent email (vendor acknowledgment)

Executed Agreement

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND PROTRANSPORTATION INC., D/B/A PROKEL MOBILITY, FOR LOCAL INTRA-CITY BUS TRANSPORTATION SERVICES

THIS AGREEMENT, made and entered into the 21 day of February, 2024 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

PROTRANSPORTATION INC.
d/b/a Prokel Mobility
a Florida profit corporation
1200 North Federal Highway, Suite 200
Boca Raton, Florida 33432
(hereinafter "CONTRACTOR")

WHEREAS, CITY issued a Request for Proposal No. 24-B-074 on December 6, 2023 for Local Intra-City Bus Transportation; and

WHEREAS, CITY has determined that it would be in the public interest to provide quick and convenient public transit services to the residents of Coral Springs for specified routes within the City; and

WHEREAS, CITY established a selection committee to review and interview proposers (hereinafter "Selection Committee"); and

WHEREAS, after review by the Selection Committee and interviewing firms, staff recommended CONTRACTOR for the operation of the transportation service; and

WHEREAS, the City Commission concurs with the staff recommendation and finds it to be in the best interest of the citizens of the City of Coral Springs,

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

SERVICES TO BE PROVIDED

1.1 **Scope of Services.** CONTRACTOR shall provide transportation services as described in the Scope of Services, attached hereto and incorporated herein, as Exhibit "A." The Scope of Services may be amended from time to time by CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes and schedules in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.2 **Routes.** CONTRACTOR shall provide transportation services along the routes described in Exhibit "B." The routes may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.3 **Hours of Operation.** CONTRACTOR shall operate vehicles according to the hours specified in the Scope of Services described in Exhibit "A." The hours of operation may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operation in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.4 **Holidays.** Intra-City transit services will not operate on the following national holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, except as otherwise agreed in writing by the parties and approved by the City Manager or his designee.

1.5 **Vehicles.** Except as herein provided to the contrary, CITY (through the County) shall provide all vehicles. CONTRACTOR shall provide all equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. CONTRACTOR acknowledges that CITY may at any time during the term of this Agreement substitute its own vehicles and/or vehicles provided by Broward County ("County") rather than use the vehicles to be provided by CONTRACTOR pursuant to this Agreement.

a. **Number of Vehicles.** CITY (through the County) shall be solely responsible for providing a sufficient number of vehicles, but not less than two (2) vehicles, to perform the terms of this Agreement. Such vehicles shall have seating capacity for at least twenty (20) passengers (minimum of 16 with wheelchair passengers). Any additional vehicles CITY deems necessary to provide backup service shall be

placed into service within thirty minutes in the event that one or more vehicles is out-of-service. CONTRACTOR acknowledges and agrees that the obligation to provide a sufficient number of vehicles contemplates that the number of vehicles required to effectuate the intent of this Agreement may increase over the term of the Agreement.

b. **Equipping of Vehicles.**

1. All vehicles shall conform to the standards required by the Americans with Disabilities Act (ADA).
2. All vehicles shall be equipped with two-way communications.
3. All vehicles shall be equipped with heating and air conditioning systems that are fully operative every day the vehicles are in service. Air conditioning systems shall maintain the interior temperature of the vehicle(s) at sixty eight (68) to seventy two (72) degrees Fahrenheit within sixty (60) seconds of closing the vehicle(s) doors with passengers on board, regardless of the outside temperature.
4. All vehicles shall have spaces in the interior for displaying transit system route schedules and promotional announcements.
5. All vehicles shall be equipped with an AM/FM radio.

c. **Maintenance of Vehicles.**

1. CONTRACTOR shall perform daily cleaning of the vehicles prior to beginning Community Bus Service each day as follows:

    i. Exterior wash
    ii. Interior windows cleaned
    iii. Mopping of non-carpeted floors with clean water and appropriate cleaning solution
    iv. Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
    v. Vacuuming of upholstered seats
    vi. Pest control
    vii. Wiping down of all hand rails with clean water and appropriate cleaning solution
    viii. Refuse, newspapers and other recyclable material remaining on board shall become the property of the CONTRACTOR. However, items found that are the belongings of customers shall be maintained and made available consistent with CONTRACTOR's Lost and Found Policy, which policy shall comply with Florida law. CONTRACTOR's Lost and Found Policy must be approved by the Contract Administrator.

2. All vehicles and equipment on the vehicles shall be maintained in fully operable conditions at all times during the term of the Agreement. CONTRACTOR shall cause all components of each vehicle, including its body, frame, furnishing, mechanical, electrical, hydraulic, and other

operating systems to be maintained according to manufacturer's recommendations. CONTRACTOR shall cause any vehicle damaged in an accident or otherwise to be repaired or replaced immediately. CONTRACTOR shall, at its sole cost and expense, provide fuel, lubricants, repairs, parts, and supplies as required for the maintenance and operation of all vehicles.

3. All vehicles shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rules Chapter 14-90, "Minimum Requirement for Transit Coaches and System Equipment," attached hereto and incorporated herein as Exhibit "D." All parts of the vehicles and equipment mounted on or in the vehicles shall conform at a minimum to all applicable federal motor vehicle safety standards.

4. CONTRACTOR shall initiate and maintain an effective safety inspection program.

5. CONTRACTOR shall document maintenance activities and the cost of such maintenance activities for each vehicle utilized for service under this Agreement and provide said document to CITY with monthly invoices.

d. **Appearance of Vehicles.** All CITY vehicles, including back up vehicles, shall be similar in appearance and shall use a color scheme specified by the CITY. Vehicles shall be identified on the front, sides, and rear of the vehicles with signage or logos, including CITY'S logo, as CITY may from time to time specify. CONTRACTOR agrees that throughout the term of this Agreement the BCT logo and the Broward County assigned identification number (detailed in Article 8 herein), which will be provided by CITY, shall be conspicuously displayed on the rear of the vehicles at all times. CONTRACTOR shall assist in the cost of the initial exterior design by providing a $500 stipend per vehicle. Any subsequent design modification shall be at CITY'S sole cost and expense. Any buses used on a temporary basis as replacements for the regular buses must display wording on the exterior of the bus showing the name "City of Coral Springs." This signage may be in the form of a static cling sign.

e. **Inspection of Vehicles.** All vehicles shall be available for inspection by CITY prior to CONTRACTOR placing them in service and at any time thereafter at CITY'S discretion. CITY has the sole discretion to reject temporarily or permanently any vehicle which CITY deems unacceptable for reasons of safety, disrepair or appearance.

f. **Contractor's use of vehicles for non-CITY related events.** CONTRACTOR may use vehicles owned by CONTRACTOR for any non-city related transportation in the event of an emergency, provided that CITY'S logo is covered on all exterior surfaces. CONTRACTOR may use the vehicles owned by

CONTRACTOR for any non-CITY related special events, contracted service or non-emergency usage, provided it has notified CITY at least 15 days prior to such utilization, provided that the CITY's "logo" is covered on all exterior surfaces. In any event, CONTRACTOR'S uses of vehicles for either non-CITY related emergencies or special events shall not, in any way, interfere with CONTRACTOR'S performance of its scope and services hereunder. CONTRACTOR shall hold CITY harmless from damages, loss, expenses, and the like arising from CONTRACTOR'S utilization of the vehicles for non-CITY related events.

1.6 **Drivers.**

a. CONTRACTOR shall obtain a driving and criminal background check for all drivers from the State of Florida Department of Law Enforcement or other sources approved by the Contract Administrator. CONTRACTOR shall require its drivers performing services hereunder to notify CONTRACTOR within twenty four (24) hours of any conviction for any traffic violation (except parking). CONTRACTOR shall not employ a driver to perform Community Bus Service that does not meet the requirements of Florida law.

b. All employees operating a vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

c. CONTRACTOR shall not employ or retain any drivers or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, contains a conviction or plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

1. No more than one (1) moving violation in the last three (3) years*.
2. An at-fault accident in the last three (3) years*.
3. A Failure to Appear or a Failure to Pay in the last three (3) years*.
4. A Reckless Driving in the last seven (7) years*.
5. A Driving Under the Influence (DUI) in the last seven (7) years*. Two (2) convictions (lifetime) for DUI is an automatic disqualification.
6. A suspension in the last three (3) years*. One (1) suspension for PIP permitted.
7. A Manslaughter resulting from the operation of a motor vehicle.
8. A Hit and Run or Hit and Run with Property Damage.
9. A Reckless Driving causing injury.
10. A DUI causing injury.
11. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

* All time periods shall be rolling.

d. CONTRACTOR shall provide current copies of the following records of all employees that operate the vehicle(s) to the CITY. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

1. Driving record
2. Background Verification Record
3. Criminal Background Information
4. INS Employment Eligibility Form I-9

e. CONTRACTOR shall maintain, at all times, an up to date personnel file for each driver, which shall include the verifications of employment referred to above and the employee's driver's license number and expiration date. In addition, CONTRACTOR shall maintain, at all times, a current employment roster of drivers and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CONTRACTOR shall provide the Contract Administrator with each employee's name and driver's license number within five (5) calendar days prior to the onset of Community Bus Service.

f. It shall be CONTRACTOR's responsibility to ensure that all drivers and supervisors performing Community Bus Services comply with the following:

1. Strictly comply with the provisions set forth in this Agreement. In the event that a driver fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CONTRACTOR shall immediately prohibit the employee from operating a vehicle(s) to provide the Community Bus Service.
2. Vehicle(s) shall be operated by properly licensed operators. Drivers must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the vehicle(s) do not contain air-brakes.
3. Provide full utilization of vehicle(s) to disabled passengers.
4. Carry on their person at all times a valid Florida Driver's License for provision of passenger services; Commercial Driver's License Class A, B with a passenger endorsement, or C with passenger endorsements (provided the vehicle(s) do not contain air-brakes) issued by the State of Florida. All drivers shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.
5. Shall not operate any personal wireless communications devices while occupying the driver's seat or operating area.
6. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.
7. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

g. All drivers shall, during the term of the Agreement, possess the following qualifications and adhere to the following standards. CONTRACTOR shall immediately dismiss any driver from performing services under this Agreement if driver fails to maintain said qualifications or standards:

1. Minimum age of drivers shall be 19 years.
2. Drivers shall be capable of speaking, writing and understanding the English language fluently.
3. Drivers shall observe all requirements of the 1987 Federal Motor Vehicle Safety Act.
4. Drivers shall operate the vehicle in a safe and timely manner.
5. Drivers shall be courteous to all passengers and to the general public at all times and shall respond to passenger questions regarding the use of CITY'S Community Bus Services.
6. Drivers shall distribute or collect flyers, handouts, surveys, etc. as CITY may from time to time request.
7. Drivers shall wear clean and presentable uniforms, of any style as CITY may from time to time select, at all times while on duty.
8. Drivers shall not accept gratuities.
9. Drivers shall have a thorough knowledge of the transit system schedules, feeder bus routes and schedules, and major downtown building and activities.
10. Drivers shall assist disabled passengers entering and exiting the vehicles.
11. Drivers shall permit passengers to eat and drink in the vehicles, but drivers shall not permit passengers to smoke or play a radio in the vehicles (unless a passenger is using headphones with the radio).
12. Drivers shall not be convicted of a felony during the term of this Agreement, nor have any prior felony conviction for any violent or sexual offenses.
13. Drivers shall not test positive for illegal or controlled substance on a drug test administered by a responsible testing facility or in cooperation with the CITY'S drug testing program.
14. Drivers must successfully complete the required Operator Training prior to operating any vehicle(s) to provide the Community Bus Service set forth herein. Broward County will schedule and provide the training at no cost to the CONTRACTOR; however, CONTRACTOR shall be responsible for the payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certificate of Completion.
15. Drivers shall be retrained every two (2) years during the term of this Agreement (refresher training) at CONTRACTOR's sole expense.

h. CONTRACTOR shall obtain and provide the Contract Administrator with all required state and local permits and ensure that all drivers are properly licensed for the service which they are providing. CONTRACTOR shall ensure that all drivers meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90, attached hereto and incorporated herein as Exhibit "D."

ARTICLE 2

TERM OF AGREEMENT

This Agreement shall become effective on the date of award and shall terminate on February 28, 2027. CITY reserves the right to renew this Agreement for one (1) additional three (3) year term based upon CONTRACTOR'S acceptable level of performance and approved and available funding.

ARTICLE 3

COMPENSATION

3.1 CITY shall compensate CONTRACTOR at a rate of Seventy-Six Dollars and 75/100 ($76.75) per revenue hour, for each vehicle owned by CITY (through Broward County) o for the provision of services under this Agreement, as well as contracted service beyond the normal scheduled hours of service as described in Exhibits "A" and "B." The contract amount shall not exceed Five Hundred Fifty Thousand Seven Hundred Fifty-Eight Dollars ($550,758.00) per year.

3.2 On or before the fifth of each month, CONTRACTOR shall submit invoices to CITY documenting hours of revenue service provided by CONTRACTOR during the preceding month. CONTRACTOR shall also provide CITY with such additional documentation, which may be requested by CITY (e.g. ridership statistics, fuel usage, and maintenance records). Within forty (40) days of receipt and approval of such invoice, CITY shall compensate CONTRACTOR pursuant to the terms set forth herein. CONTRACTOR agrees to allow CITY to take a $0.50 per hour discount for invoices paid within thirty (30) days from the date of receipt of an invoice.

3.3 In the event that CITY requests CONTRACTOR to provide CITY service on any holiday described in Article 1, Section 1.4 above, CITY shall compensate CONTRACTOR at 1.5 times the hourly rate for hours operated on said days. CONTRACTOR shall submit invoice to: City of Coral Springs, 9500 West Sample Road, Coral Springs, Florida 33065, Attention: Development Services.

ARTICLE 4

PROJECT COORDINATION AND RESPONSIBILITIES

4.1 CITY'S Administrator and coordinator for this Agreement shall be the Director of Parks and Recreation, and CONTRACTOR shall accept instruction, authorization, and approvals from said Director or their designee.

4.2 CONTRACTOR has submitted in writing to CITY the name, address, and contact number of its project coordinator and a list of all personnel who will provide services under this Agreement, which list includes names, positions, and functions. CONTRACTOR shall have a continuing obligation to keep this information current by reporting to CITY on a quarterly basis during the Term of this Agreement.

4.3 CONTRACTOR represents that it has, or will secure, all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this Agreement.

4.4 **Drug and Alcohol Program.**

a. CONTRACTOR agrees to participate in Broward County's drug and alcohol testing program, or establish and implement, subject to the County's review and approval, its own drug and alcohol testing program that complies with 49 C.F.R., Part 655. In addition, CONTRACTOR agrees to produce any documentation necessary to establish its compliance with 49 C.F.R., Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Broward County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R., Part 655 and review the testing process.

b. CONTRACTOR agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the CITY, which certification is included in the CONTRACTOR's proposal attached hereto and incorporated herein as Exhibit "C," that it will have a Drug Free Workplace Program.

c. CONTRACTOR agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to the CITY, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the CITY by a date determined by the Contract Administrator, but no later than February 15th of each year. Additionally, CONTRACTOR shall provide quarterly reports to the CITY summarizing its drug and alcohol testing results and shall

permit the CITY or the Broward County Transit Drug and Alcohol Program Manager to inspect its records during site visits to ensure compliance with program requirements.

4.5 CITY shall print and provide route schedules to CONTRACTOR to be utilized to inform residents and passengers of the service.

ARTICLE 5

RECORDS AND AUDITS

5.1 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

5.2 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.**

5.3 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

ARTICLE 6

REPORTS AND DOCUMENTS

6.1 CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under this Agreement. CONTRACTOR shall provide the records to CITY on a monthly basis in the format approved by CITY.

6.2 CONTRACTOR shall record on a daily basis and report weekly to CITY all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

6.3 CONTRACTOR shall document passenger complaints, and any other actions taken to resolve such complaints and report the same to CITY on a weekly basis.

6.4 CONTRACTOR agrees to allow on-board surveys as may be requested by CITY from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

ARTICLE 7

PRE-SERVICE REQUIREMENTS

7.1 The following items shall be delivered to CITY by CONTRACTOR at least seven (7) days prior to the start of service and are subject to approval by CITY.

7.2 An operation manual for the services which describes all operations procedures and policies, include, but not limited to, the following:

a. Vehicle operating procedures
b. Communications operations procedures
c. Driver conduct
d. Safety procedures
e. Accident procedures
f. Administration and reporting procedures
g. Other operating procedures and policies as required for proper operation of the services:

1. Job descriptions for drivers and administrative personnel
2. Maintenance procedures for all vehicles
3. Training procedures for vehicle drivers

ARTICLE 8

SIGNAGE AND ADVERTISING

8.1 CONTRACTOR shall not place advertisements of any kind or nature on any vehicles without the prior written approval of the Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations as currently enacted or as may be amended from time to time. Additionally, CONTRACTOR, subject to approval of the Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for the Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

8.2 All vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

a. Above or beside the passenger entrance door(s)
b. On the exterior rear of the vehicle

c. On the exterior front of the vehicle
d. On the interior of the vehicle above the front windshield

8.3 Vehicle Route identification information must contrast in color with the background color to which they are affixed.

8.4 Vehicles shall display, at all times, destination signage specific to the route and the direction being operated if direction is applicable. The signage shall fit the opening as provided on the vehicle. An ADA-compliant route identification sign shall be displayed on the curb side of vehicles at all times.

8.5 CONTRACTOR shall maintain all interior signs placed by Broward County.

8.6 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the vehicles at all times.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

INSURANCE

9.1 Prior to commencing work, CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required by this Agreement.

9.2 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

a. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and Homes Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

b. Comprehensive General Liability Insurance with the following minimum limits of liability:

$ 2,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$ 2,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted.

c. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the work with the following minimum limits of liability:

$ 3,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

9.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

9.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

9.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

9.6 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

9.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

9.8 CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

9.9 CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

9.10 Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9.11 INSURANCE REQUIRED BY THE COUNTY.

a. CONTRACTOR shall maintain, at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "E" in accordance with the terms and conditions stated in this Article.

b. Such policies shall be issued by companies authorized to do business in the state of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CONTRACTOR shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

INDEMNIFICATION

9.12 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of CONTRACTOR or his subcontractors, agents,

officers, employees or independent contractors pursuant to or in the performance of the Contract.

9.13 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

9.14 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9.15 INDEMNIFICATION OF COUNTY: CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the County by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from the County, resist and defend such lawsuit or proceeding by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONTRACTOR under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

ARTICLE 10

CHANGES AND MODIFICATIONS

10.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are canceled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understanding between the parties.

10.2 Modifications to this Agreement must be made in the form of a written amendment signed by both CITY and CONTRACTOR.

ARTICLE 11

TERMINATION

TERMINATION FOR CAUSE AND DEFAULT

11.1 In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions in this Agreement, CITY shall give written notice by certified mail, return receipt requested to CONTRACTOR of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case CONTRACTOR shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

TERMINATION FOR CONVENIENCE OF CITY

11.2 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

ARTICLE 12

ASSIGNMENT, TRANSFER, OR SUBCONTRACTING

12.1 CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment, novation, or any other method, without prior written consent of CITY.

12.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY. Said approval by CITY shall not be unreasonably withheld.

12.3 CONTRACTOR is fully responsible to CITY for the acts/or omissions of persons directly employed by CONTRACTOR, as well as the acts and omissions of any subcontractors

and of persons employed by subcontractors or agents of CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY.

ARTICLE 13

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following at the respective places for giving notice, to-wit:

FOR CITY:	Gail Dixon Purchasing Administrator City of Coral Springs 9500 W. Sample Road Coral Springs, Florida 33065 Tel.: 954-344-1102 E-mail: gdixon@coralsprings.gov
Copy To:	Robert Hunter, Director of Parks and Recreation City of Coral Springs 9500 W. Sample Road Coral Springs, Florida 33065 Tel.: 954-344-1841 E-mail: rhunter@coralsprings.gov
FOR CONTRACTOR:	Kelly Gonzalez, CEO Protransportation Inc. d/b/a Prokel Mobility 1200 North Federal Highway, Suite 200 Boca Raton, Florida 33432 Tel.: (561) 506-5721 Email: kelly@prokelmobility.com

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CONTRACTOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement.

Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Agreement which shall permit the CITY or County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

14.2 To the extent that this project is assisted by the U.S. Department of Transportation funds, CONTRACTOR shall comply with the non-discrimination requirements in 49 C.F.R., Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.

ARTICLE 15

COMPLIANCE WITH LAWS, VENUE AND GOVERNING LAW

15.1 **Compliance with laws.** CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to this Agreement.

15.2 **Venue.** Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

15.3 **Governing law.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.2 The preparation of the Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16.3 CONTRACTOR and CITY agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall be reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations

set forth in this Agreement, the parties declare their intent to cooperate with each other in effecting the terms of this Agreement.

16.4 For the purposes herein, the parties agree that time shall be of the essence of this Agreement and representations and warranties made are all material and of the essence of this Agreement.

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

16.6 No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

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

16.8 All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use may require.

16.9 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16.10 All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference as if set forth in full.

16.11 Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement, independent, and not an employee, agent, or servant of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all time and in all places be subject to CONTRACTOR'S sole supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to CITY shall be that of an independent contractor and not as employees or agents.

16.12 CITY and CONTRACTOR agree to conduct and execute this Agreement in compliance with all-applicable local, state and federal laws, statutes, and regulations.

16.13 Where there is a conflict between any provision set forth within this Agreement and a more stringent state or federal provision, which is applicable to any services performed or to be performed under this Agreement, the state or federal provision, shall prevail.

16.14 **Permits, fees and notices.** CONTRACTOR shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

16.15 **Taxes.** CONTRACTOR shall pay all applicable sales, consumer use and other similar taxes required by law.

16.16 **Insolvency.** In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, the respective party shall notify the other party in writing within ten (10) calendar days of the occurrence of said event.

16.17 **Entire agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

16.18 **Severability.** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

ARTICLE 17

COMPLAINTS

17.1 CONTRACTOR shall display the County's Customer Service Center contact information signs conspicuously on each vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CONTRACTOR shall respond to complaints (excluding Title VI complaints) brought by persons or by the County on its own initiative or otherwise. In the event that complaints regarding CONTRACTOR's Community Bus Service are received by the County's Customer Service Center, the Contract Administrator shall forward the complaint to the CONTRACTOR upon receipt. Upon receipt of any complaint, from whatever source, CONTRACTOR shall conduct the necessary investigation and respond

in writing to each complainant. CONTRACTOR shall forward the results of such investigation and the complaint resolution to the Contract Administrator within three (3) business days.

17.2 CONTRACTOR shall comply with the County's formally adopted Title VI Notice and Complaint procedures. CONTRACTOR shall include the Title VI public notice ("Title VI Notice") on printed timetables, online and at major transfer locations. CONTRACTOR shall display the Title VI Notice conspicuously on each vehicle. In the event that CONTRACTOR shall receive any Title VI complaints the CONTRACTOR shall forward the complaint to the Broward County Transit Division Compliance Manager.

17.3 CONTRACTOR shall submit a monthly report to the Contract Administrator summarizing all complaints received during the past month.

17.4 At the request of the County, CONTRACTOR shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CONTRACTOR as expeditiously as possible.

ARTICLE 18

CONFLICTS

18.1 Neither CONTRACTOR nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

18.2 None of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against the County in any legal or administrative proceeding in which he, she or the CONTRACTOR is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude the CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. The CONTRACTOR shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

ARTICLE 19

MISCELLANEOUS COUNTY PROVISIONS

19.1 CONTRACTOR shall comply with each and every term, condition, duty and obligation imposed on CITY and CITY's Interlocal Agreement with Broward County for Community Bus Service Capital Assistance for Vehicle Lease, dated September 18, 2019, as amended from time to time.

19.2 CONTRACTOR shall comply with the requirements of 49 U.S.C. Section 5333(b) and implementing guidelines, Section 5333(b), Federal Transit Law, 29 C.F.R. Part 215, relating to public transportation employees.

19.3 CONTRACTOR shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

19.4 Should CONTRACTOR provide services involving animals, it shall comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Subchapter A, Parts 1, 2, 3, and 4, relating to protection of animals.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PROTRANSPORTATION INC., d/b/a PROKEL MOBILITY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Feb 6, 2024 09:41 EST)

SHERRY L. WHITACRE
Senior Deputy City Attorney

PROTRANSPORTATION INC.
D/B/A PROKEL MOBILITY

By: _____

Title: CEO

Print Name: KELLY GONZALEZ

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
PROTRANSPORTATION INC.

Filing Information

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Principal Address

1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Changed: 08/25/2015

Mailing Address

1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Changed: 03/02/2016

Registered Agent Name & Address

Goldblatt, Pearl
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Name Changed: 03/27/2017

Address Changed: 03/27/2017

Officer/Director Detail

Name & Address

Title CEO

GONZALEZ , KELLY
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Title President, Secretary

Goldblatt, Pearl
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2021	04/20/2021
2022	02/03/2022
2023	04/02/2023

Document Images

04/02/2023 -- ANNUAL REPORT	View image in PDF format
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04/20/2021 -- ANNUAL REPORT	View image in PDF format
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03/02/2016 -- ANNUAL REPORT	View image in PDF format
07/30/2015 -- Amendment	View image in PDF format
04/30/2015 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Agreement with Protransportation, Inc.

Final Audit Report 2024-02-06

Created:	2024-02-05
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9G5YAMQuMtVC6vtSLIU0JTBKxOoO22c8

"Agreement with Protransportation, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2024-02-05 - 3:27:13 PM GMT

Document emailed to KELLY GONZALEZ (kelly@prokelmobility.com) for signature
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Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-02-06 - 2:41:17 PM GMT

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2024-02-06 - 2:41:19 PM GMT - Time Source: server

Agreement completed.
2024-02-06 - 2:41:19 PM GMT

CORAL SPRINGS | Powered by Adobe Acrobat Sign

EXHIBIT "A"

SCOPE OF SERVICES

RFP 24-B-074
LOCAL INTRA-CITY BUS TRANSPORTATION

SERVICES TO BE PROVIDED

- CONTRACTOR shall provide transportation services along the routes described in maps in exhibit "B". The routes may be amended from time to time at the sole discretion of the CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event the CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate. The City Manager or his designee is hereby authorized to amend the routes from time to time. Said amendment shall be documented in writing and incorporated as a part of an Exhibit.

- CONTRACTOR shall operate vehicles according to the hours specified in the route schedule as identified in Exhibit "B". Normal hours of operation are as follows:

    - Monday thru Friday, 8:00 a.m. to 6:00 p.m.
      Saturday, 8:00 a.m. to 5:00 p.m.
      Sunday, Noon to 5:00 p.m.

  The hours of operations may be amended from time to time at the sole discretion of the CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operations in a manner that does not result in substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate. The City Manager or his designee is hereby authorized to amend the routes from time to time. Said amendment shall be documented in writing and incorporated as a part of Exhibit "B".

- Buses must stop at all major bus stops along the scheduled route. Major bus stops will be determined by the Director of Community Development or their designee. Three (3) complaints by citizens stating the bus did not stop at a major bus stop will be grounds for termination of contract.

- Bus operators must make every effort to maintain the posted route time schedule.

- CONTRACTOR shall provide all vehicles (subject to approval by CITY), equipment, fuel, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. All vehicles to be used must be new or in like-new condition.

- Proposer must meet all requirements of Broward County Transportation Department for buses, drivers, insurance, and all other required reports. This includes yearly inspection of all buses and maintenance records for each bus.

EXHIBIT "A"

- One bus shall be painted or wrapped in a blue color identifying the bus and the route. The other bus shall be painted or wrapped in a green color identifying the bus and the route.
- Each bus must be air-conditioned and meet all current ADA requirements.
- The buses shall be equipped with two-way communication between buses and supervisory personnel.
- Backup buses must be provided within 30 minutes to replace inoperable buses.
- Seating capacity on each bus will be for 20-30 passengers.
- Maintenance of the buses will be the responsibility of the contractor.
- All buses must be cleaned inside and outside daily.

Project Coordination and Responsibilities:

1. CONTRACTOR represents that it has or will secure all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this agreement.

2. CONTRACTOR shall comply with all applicable requirements of the United States Department of Transportation regulations for drug and alcohol testing. To the extent that any terms of the Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

3. CONTRACTOR shall ensure that all buses meet all requirements of Florida DOT rule Chapter 14.90 (minimum requirements for transit coaches and system equipment).

4. CONTRACTOR shall ensure that all bus operators meet all certification and licensing requirements. All drivers must be able to communicate fluently in English. Uniforms will be required. Drivers are required to attend and successfully complete Broward County's Training Program for drivers in Broward County's Community Shuttle Bus Program or an approved equivalent type of program.

5. Contractor should utilize buses that support alternative fuels as defined by the U.S. Environmental Protection Agency.

6. Contractor to perform additional services as may be required by the City

EXHIBIT "A"

Reports and Documents:

1. CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under the Agreement. CONTRACTOR shall provide records to the City on a monthly basis in the format prescribed by the City.

2. CONTRACTOR shall record on a daily basis and report weekly to the City all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

3. CONTRACTOR shall document passenger complaints, and any other action taken to resolve such complaints and report the same to City on a weekly basis.

4. CONTRACTOR agrees to allow on-board surveys as may be requested by City from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

5. CONTRACTOR will maintain and supply all required records to the Broward County Transit System

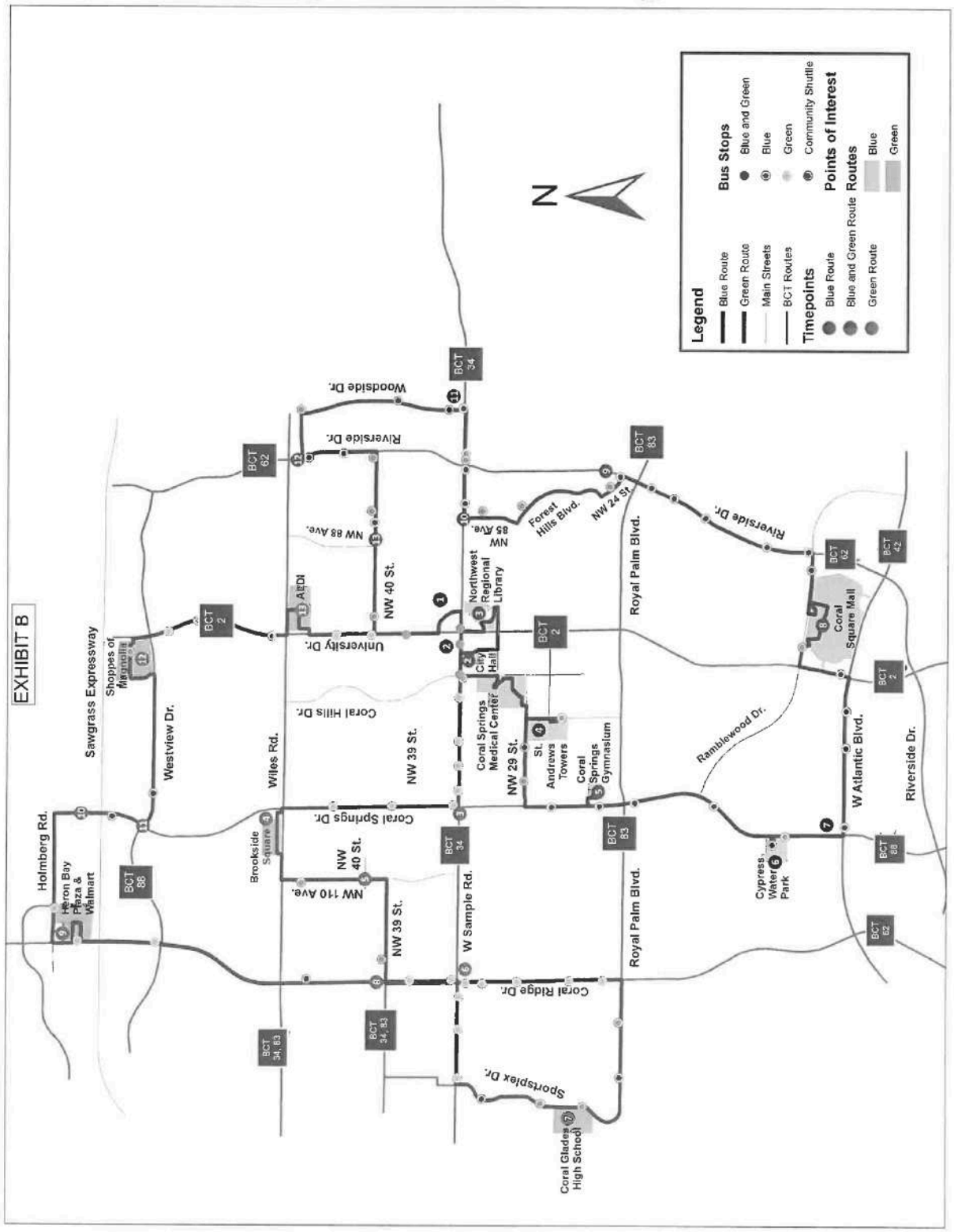


EXHIBIT B
N
Legend
Blue Route
Green Route
Main Streets
BCT Routes
Timepoints
Blue Route
Blue and Green Route
Green Route
Bus Stops
Blue and Green
Blue
Green
Community Shuttle
Points of Interest
Routes
Blue
Green
Woodside Dr.
Riverside Dr.
NW 88 Ave.
NW 85 Ave.
Forest Hills Blvd.
NW 24 St.
Riverside Dr.
NW 40 St.
Northwest Regional Library
Royal Palm Blvd.
Coral Square Mall
University Dr.
City Hall
Coral Springs Medical Center
St. Andrews Towers
Coral Springs Gymnasium
Ramblewood Dr.
W Atlantic Blvd.
Riverside Dr.
Coral Hills Dr.
NW 39 St.
NW 29 St.
Sawgrass Expressway
Shoppes of Magnolia
Westview Dr.
Wiles Rd.
Coral Springs Dr.
Brookside Square
NW 40 St.
NW 110 Ave.
NW 39 St.
W Sample Rd.
Holmberg Rd.
Heron Bay Plaza & Walmart
Cypress Water Park
Coral Ridge Dr.
Sportsplex Dr.
Coral Glades High School
BCT 2
BCT 34
BCT 62
BCT 83
BCT 42
BCT 86
BCT 68
BCT 34, 83

Executive Summary

Enhancing Mobility for the Oakland Park Community

ProKel Mobility is honored to partner with the City of Oakland Park to launch its first-ever Community Shuttle service. This initiative will connect residents, workers, and visitors to essential destinations while laying the groundwork for a more equitable, sustainable, and connected city. This new service represents a milestone for Oakland Park, providing the City's first dedicated public transportation option and establishing a foundation for future mobility enhancements such as on-demand microtransit services.

Our approach is purpose-built to address the City's current mobility challenges: the absence of local shuttle service, limited first–last mile connectivity, and the lack of rider-facing technology. ProKel's service design introduces a **weekday fixed-route Community Shuttle** operating approximately **10.5 hours per day, Monday through Friday**, with reliable frequencies and seamless integration with existing Broward County Transit (BCT) routes. This design strategically links key residential areas to grocery stores, job centers, medical facilities, schools, parks, and transit corridors—ensuring residents have consistent, dependable, and affordable access to opportunity.

ProKel Mobility brings a proven record of transforming local transit systems through operational excellence, technology innovation, and community collaboration. In **North Miami Beach, we tripled ridership by introducing supplemental on-demand services that improved coverage and replaced underutilized fixed-route segments**. In **Coral Springs, we increased ridership by over 34%** while exceeding on-time performance standards through data-driven scheduling and predictive analytics. These results reflect our ability to enhance service efficiency, improve reliability, and deliver tangible community impact.

For Oakland Park, ProKel proposes a **multi-phase, scalable service strategy**:

- **Phase 1 – Fixed-Route Launch:** Establish a weekday community shuttle providing approximately 10.5 service hours per day with consistent headways, well-defined stops, and strong connections to BCT corridors.
- **Phase 2 – Service Optimization:** Monitor ridership data and adjust scheduling to improve efficiency and coverage as demand patterns evolve.
- **Phase 3 – Future Mobility Expansion:** Build upon the foundation of the fixed-route network by introducing **weekend service hours and on-demand microtransit options** in low-density zones or off-peak hours, providing flexible and cost-effective service expansion when the City elects to move forward.

All operations will be supported by **RideKel**, ProKel Mobility's advanced rider technology platform offering real-time shuttle tracking, multimodal trip planning (integrated with BCT and Tri-Rail), automated service notifications, and live performance analytics for City staff. RideKel enhances accessibility, transparency, and rider confidence while equipping the City with the data tools necessary for service planning and grant reporting.

The City of Oakland Park's partnership with ProKel Mobility delivers more than just a transportation system—it establishes a reliable, future-ready mobility framework that supports local economic growth,

reduces access barriers, and fosters community connection. With a commitment to local hiring, sustainability, and continuous improvement, ProKel Mobility stands ready to provide Oakland Park with a **turnkey, technology-enabled, weekday Community Shuttle service** designed to meet the needs of today while preparing for the opportunities of tomorrow.

ProKel Mobility's Recommendation: Implement the fixed-route weekday Community Shuttle service with immediate operational readiness and infrastructure compatible with future on-demand expansion and capacity to explore extended weekend service hours. This strategy ensures efficient use of resources, reliable weekday coverage, and flexibility to grow the system as community demand and funding opportunities expand.

Addressing Oakland Park's Mobility Challenges

Oakland Park's current transportation landscape presents several mobility challenges that limit equitable access to jobs, healthcare, education, and essential services. The absence of a City-operated transit system, long walking distances to regional bus stops, and limited first-last mile connectivity have created barriers for residents—particularly seniors, students, and workers who rely on public transportation. ProKel Mobility's proposed Community Shuttle network directly addresses these issues by establishing a reliable, efficient, and technology-enabled local service that seamlessly interconnects with Broward County Transit (BCT) routes along key corridors such as Powerline Road, Dixie Highway, Commercial Boulevard, and Oakland Park Boulevard.

Challenge 1: Lack of Local Circulation and First–Last Mile Connectivity

Many residents live beyond the convenient walking distance to BCT stops, making regional service difficult to access. ProKel's proposed fixed-route shuttle will circulate within the City, linking residential neighborhoods—including those east and west of Dixie Highway—to major BCT routes, local employers, grocery stores, schools, and healthcare providers. By connecting riders to overlapping BCT services, such as Routes 10, 14, 31, and 55, the Community Shuttle closes the first-last mile gap, enabling residents to reach regional destinations efficiently and affordably.

Challenge 2: Infrequent Service and Long Wait Times

Many transit-dependent residents experience long waits or indirect travel without a dedicated city service. ProKel will implement a consistent weekday schedule with reliable headways and coordinated transfers at key points along BCT routes. Our operations team will continuously analyze ridership data to optimize frequencies, reduce passenger wait times, and ensure dependable coverage throughout the day. This data-driven approach—successfully deployed in Coral Springs and North Miami Beach—maximizes resource utilization while improving the rider experience for commuters, students, and seniors alike.

Challenge 3: Limited Rider Information and Technology Gaps

Oakland Park lacks a unified technology platform to help riders plan trips or track vehicles in real time. ProKel will eliminate these gaps through the RideKel platform, a modern rider-facing app and web portal that delivers real-time shuttle tracking, accurate arrival estimates, and integrated trip planning with BCT and Tri-Rail services. Riders can see shuttle positions, set alerts, and coordinate transfers seamlessly, while City staff will access live performance dashboards to monitor service quality, ridership trends, and on-time performance metrics.

Challenge 4: Low Public Awareness and Transit Visibility

The City's lack of branded, visible transit options contributes to the underutilization of regional services. ProKel will launch a community-focused marketing and outreach campaign to promote the new shuttle service. This includes multilingual rider guides, route maps, social media campaigns, and in-person pop-up events at community centers, schools, and local businesses. Our outreach efforts—proven successful in Coral Springs and North Miami Beach—will ensure residents know how, when, and where to ride, fostering trust, familiarity, and adoption from day one.

Challenge 5: Reliability and Vehicle Availability

Service reliability suffers when vehicles are out of service or repairs are delayed. ProKel's fleet maintenance and management model ensures continuous service with minimal downtime. We operate from dedicated maintenance facilities staffed by trained technicians who perform preventive maintenance, diagnostics, and rapid repairs. In addition, spare vehicles are available to guarantee uninterrupted operations, ensuring Oakland Park residents can depend on their community shuttle for consistent, on-time performance.

ProKel's Solution: A Connected, Reliable, and Future-Ready Transit Network

Through the launch of Oakland Park's first Community Shuttle, ProKel Mobility will establish the City's local transit foundation—one that integrates seamlessly with the regional BCT network, connects residents to opportunity, and builds the infrastructure for future on-demand microtransit services as demand grows. ***This approach not only addresses the City's current mobility pain points but also positions Oakland Park as a model for equitable, technology-enabled community transportation across Broward County***.

ProKel's Proposed Service Enhancement

City of Oakland Park's Recommended Service Operation

➢ **Service Design:** ***Establish Reliable Weekday Fixed-Route Operations with Future-Ready Flexibility***

ProKel Mobility proposes to launch the **City of Oakland Park's inaugural Community Shuttle service**, operating **Monday through Friday for approximately 10.5 hours per day**, excluding City-recognized holidays. This new fixed-route network has been designed to strategically connect **residential neighborhoods, employment centers, grocery stores, healthcare facilities, schools, parks, and civic destinations** throughout Oakland Park.

The route alignment has been carefully planned to **interconnect with multiple Broward County Transit (BCT)** routes, including **Routes 10, 14, 31, and 55,** along major corridors such as **Dixie Highway, Powerline Road, Commercial Boulevard, and Oakland Park Boulevard**. This ensures seamless first-last mile connections to regional destinations while providing localized circulation within the City.

The proposed weekday operation delivers predictable service, consistent headways, and equitable access to essential destinations across the City. It creates Oakland Park's first dedicated mobility network—built to serve as the foundation for future transit expansion, including on-demand microtransit options that can supplement or extend coverage in low-density or off-peak areas.

➢ Key Features of the Proposed Operation

★ Consistent Weekday Coverage:

- ➢ Operates Monday through Friday with clearly defined start and end times to match community and workforce travel patterns.
- ➢ Eliminates reliance on external county services alone by establishing the City's own reliable mobility system.
- ➢ Provides continuous, all-day service ensuring that residents, students, and employees can depend on consistent access to destinations.

★ Equitable Access and Neighborhood Connectivity:

- ➢ Links underserved neighborhoods to key employment areas, grocery stores, and healthcare facilities.
- ➢ Serves major civic and community hubs, including parks, libraries, schools, and municipal facilities.
- ➢ Provides ADA-accessible service for seniors and riders with disabilities.

★ Integration with Broward County Transit (BCT):

- ➢ Designed to complement—not compete with—existing BCT routes for full regional integration.
- ➢ Shuttle stops are placed at or near major BCT transfer points, giving riders easy access to countywide bus and Tri-Rail connections.
- ➢ Real-time trip planning and arrival predictions through **RideKel** will include integrated data from both Oakland Park and BCT routes for seamless rider experience.

★ Reliable Operations and On-Time Performance:

- ➢ Optimized headways ensure short wait times and dependable transfers.
- ➢ Simplified route structure minimizes confusion and ensures predictable travel patterns.
- ➢ Centralized dispatch and live performance monitoring via RideKel maintain operational reliability and accountability.

★ Technology-Enabled Rider Experience:

- ➢ The RideKel platform offers real-time tracking, service notifications, and trip planning.
- ➢ Riders can plan complete multimodal trips that include BCT and Tri-Rail connections.
- ➢ City staff can access real-time dashboards for system performance, fleet health, and ridership analytics.

★ Community Awareness and Marketing:

- ➢ Branded vehicles, placards, and community outreach campaigns will build early recognition and trust.
- ➢ Rider education efforts—such as pop-up events, digital campaigns, and multilingual materials—will ensure residents know how to use the service from day one.
- ➢ ProKel's proven community engagement strategy will promote early adoption and maximize visibility across neighborhoods.

★ **Fleet Management and Maintenance:**

- ProKel will operate and maintain all vehicles at its dedicated facility, ensuring maximum fleet availability.
- Preventive maintenance and daily inspections guarantee service continuity.
- Spare vehicles will be available to prevent missed trips or downtime

➢ **Expected Outcome: Reliable and Predictable Service**

Continuous weekday operation with consistent headways and minimal downtime..

➢ **Expected Outcome: Improved Equity**

Accessible transportation for all residents, especially seniors, students, and transit-dependent populations.

➢ **Expected Outcome: Increased Connectivity**

Seamless integration with BCT routes expands regional access and employment opportunities.

➢ **Expected Outcome: Enhanced Rider Experience**

Modern technology and clear communication build confidence, convenience, and service adoption.

➢ **Expected Outcome: Economic and Community Benefits**

Improved access to jobs, commerce, and community resources strengthens local economic vitality.



➢ **Expected Outcome: Economic and Community Benefits**

Improved access to jobs, commerce, and community resources strengthens local economic vitality.

➢ **Expected Outcome: Future Scalability**

Infrastructure, capacity, and technology are prepared for future weekend service offerings and on-demand microtransit expansion.

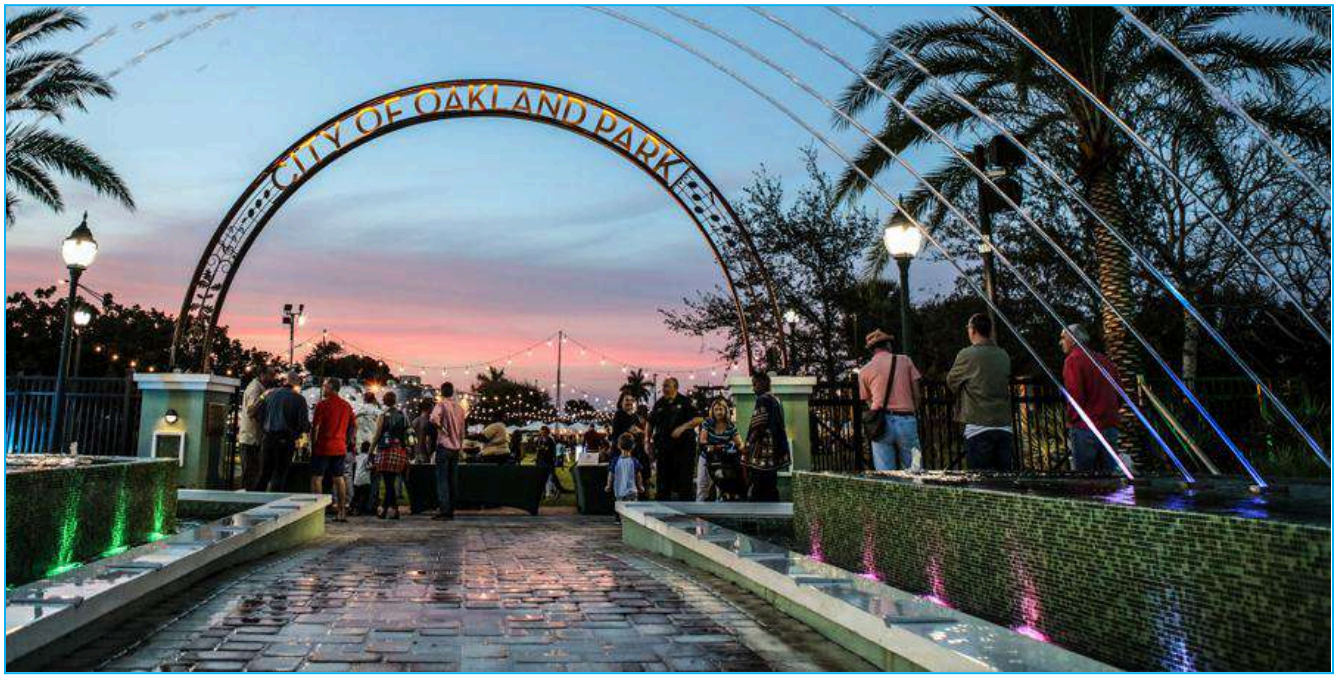
Summary

ProKel Mobility's proposed Community Shuttle service for the City of Oakland Park will deliver a reliable, equitable, and technology-enabled public transportation network that serves as the cornerstone of the City's mobility future. This weekday fixed-route system establishes a strong operational foundation while offering the flexibility to grow—ensuring Oakland Park's residents gain lasting access to opportunity, connectivity, and community through modern, data-driven transit.

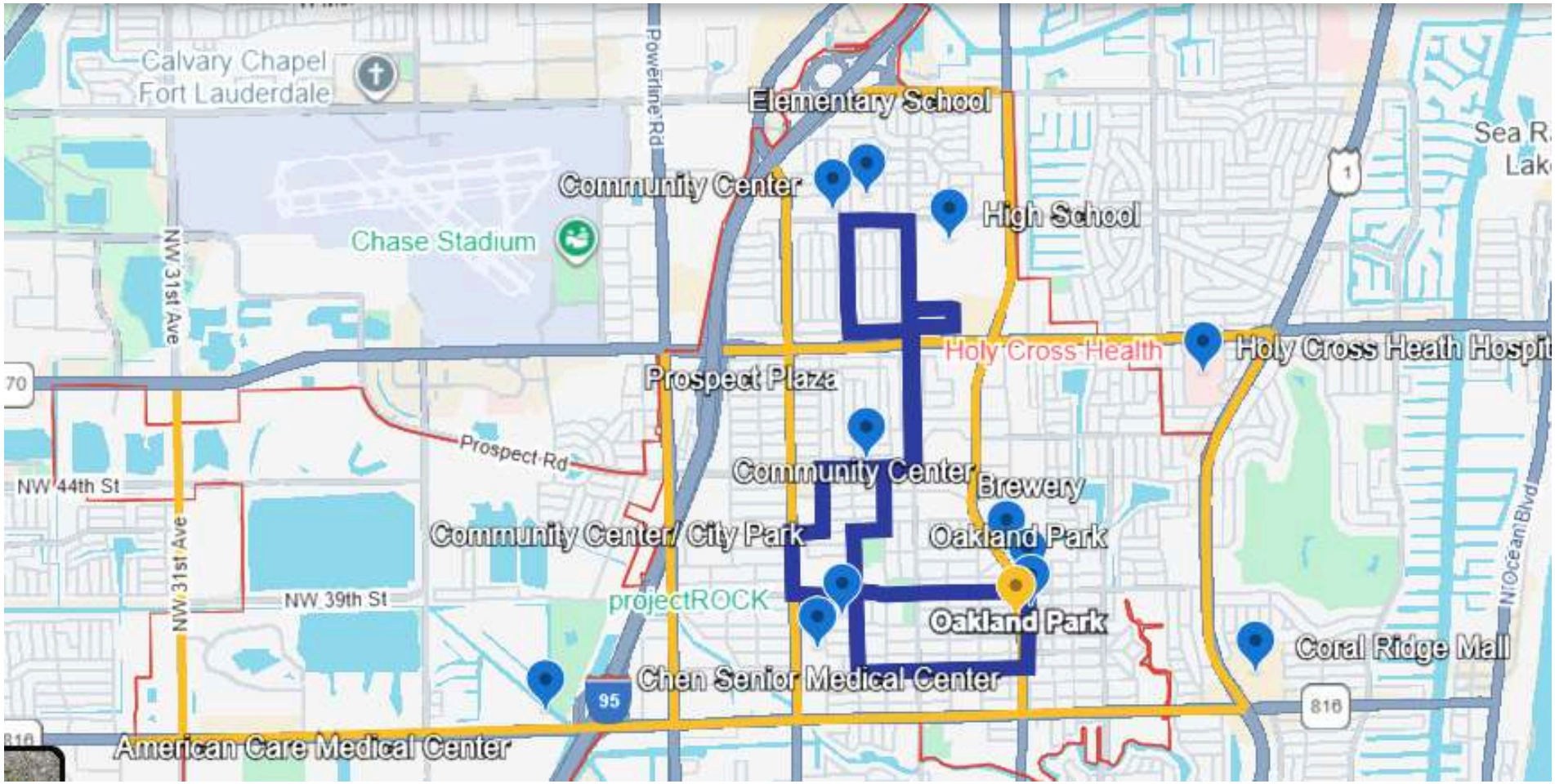
Proposed Service Map

ProKel is proposing enhanced route coverage and a new service map for the City of Oakland Park, which follows on the next page.

Route Coverage	Landmarks
City Hall	Village Park at Oakland
Funky Buddha Brewery	North Andrews Gardens Community Center
Collins Community Center	North Andrews Garden Elem School
City Park	Northeast High School
Wimberly Fields Park	Courts at Oakland Park Condos
Dillon Tennis Center	Casita de Brii
American Legion Post 222	US Department of State
Aquachamps Swim School	Set Point Apartments
Walgreens	US Post Office



City of Oakland Park, Florida
Proposed Shuttle Service



BCT Route Corridors Proposed Route City Boundaries

Case Studies

Project Background

RE-ENGAGING THE COMMUNITY | IMPROVING ON-TIME PERFORMANCE | STABILIZING OPERATIONS

In 2023, following a competitive bid process, the City of Coral Springs awarded ProKel Mobility the contract to operate its fixed-route community shuttle services (Green and Blue routes). The system had been operated by a legacy bus company for more than +18 years. At the time of transition, the service was challenged by workforce shortages, frequent missed trips, and declining reliability. The *Coral Springs Community Shuttle Operations Case Study* illustrates how ProKel effectively delivered measurable results through workforce development, route optimization, and genuine community outreach.



ProKel Mobility applied the same proven approach that revitalized the **City of North Miami Beach (NMB)** trolley system—stabilizing operations, improving on-time performance (OTP), and re-engaging the community.

Strategic Approach

ProKel Mobility's strategic approach to **Coral Springs** reflects our commitment to elevating public transportation systems and leveraging our comprehensive, data-driven, community-centric model. We successfully implemented our proven methodology, previously used in the City of North Miami Beach, to stabilize operations, enhance performance, and revitalize the community.

ProKel Mobility's distinguishing feature in our approach is our holistic integration of cutting-edge technology, deep operational expertise, and a deeply embedded human-centric philosophy. This unique perspective enables the consistent delivery of transformative transit solutions that optimize efficiency and foster ridership growth. Furthermore, it allows us to cultivate sustainable, adaptable, and highly responsive mobility ecosystems tailored to the distinct needs of each community we serve.

By prioritizing safety, reliability, and an exceptional customer service experience through proven processes and continuous innovation, ProKel is redefining public transportation as a catalyst for community development and enhanced livability across the nation.





ProKel Gears Up to Transform Coral Springs' Intracity Bus Service

February 24, 2024 · By Kevin Deutsch

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RE/MAX DIRECT 954-709-2738

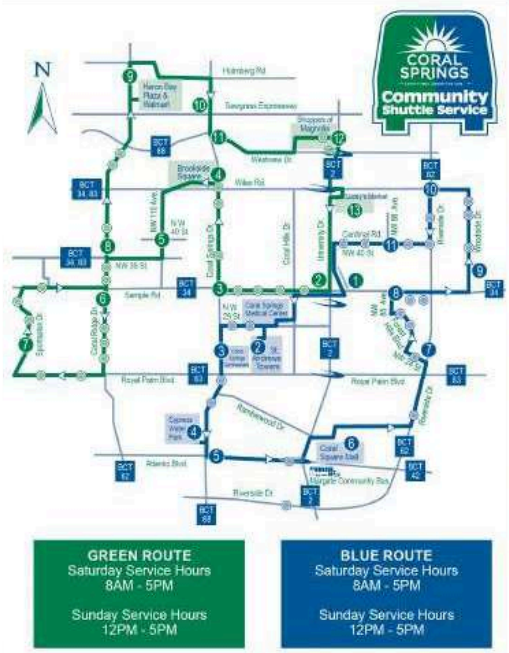
Coral Springs Transportation. (City of Coral Springs)

By Kevin Deutsch

A new transportation provider will be running the city's two intracity community buses starting next week.

Protransportation Inc., of Boca Raton, will take over the city's intracity bus routes from Limousines of South Florida, Inc., a company based in Lauderdale Lakes that has run Coral Springs' intracity bus routes for 16 years, according to the city.

The new provider, which does business as ProKel





Results & Outcomes

Key Highlights

- Fully staffed workforce (100% operator coverage, no missed service).
- OTP consistently meets or exceeds standards.
- 34% year-over-year combined ridership growth (Green + Blue routes).
- Passenger productivity of 9–10 PPH vs. the County standard of 7.
- Strengthened community trust and visibility through grassroots engagement.

Operational Enhancements

One of the key aspects of ProKel Mobility's service to the **City of Coral Springs** was enhancing and evolving the quality of operations. We used a three-pronged approach that addressed staffing, timing, and routing. Weaving these three (3) aspects together enabled ProKel to onboard and upskill drivers quickly through our proprietary training platform, **KelHire,** meet and exceed the City's service standards, and significantly reduce round-trip times by strategically optimizing transit routes.

Workforce Development – 100% Staffing Achievement

- Deployed **KelHire**, ProKel's proprietary recruitment and training platform, to rapidly recruit, train, and onboard drivers.
- Achieved **100% staffing** within 60 days of contract start.

- Maintained operator retention rates above 95% and turnover under 6%, eliminating missed trips due to staffing.



On-Time Performance Improvements

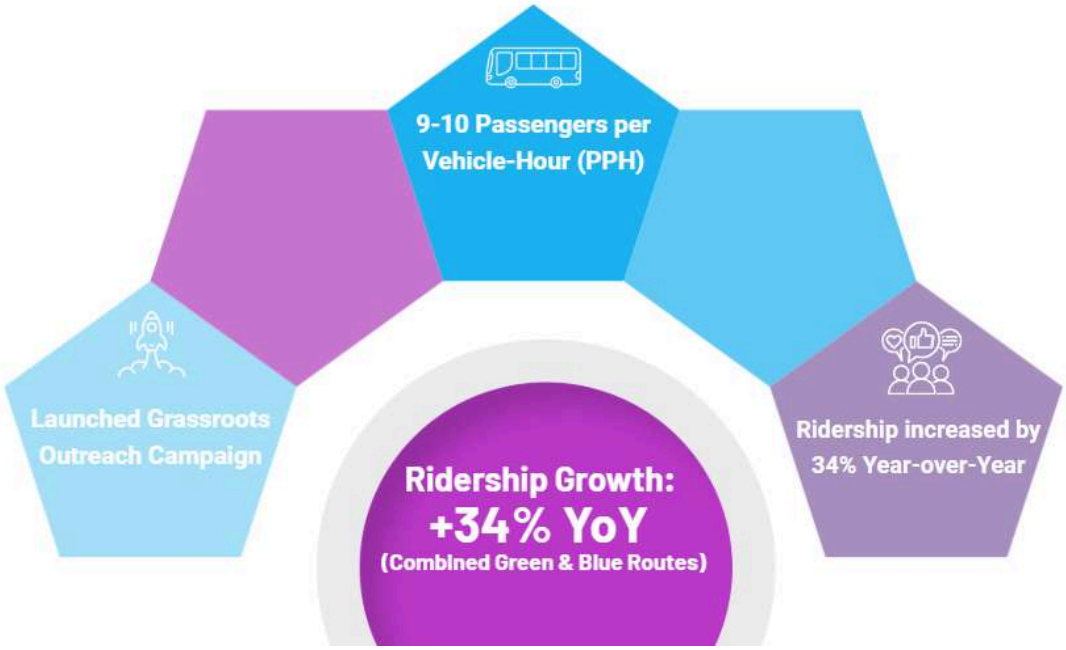
- Strengthened workforce management, scheduling, and proactive fleet maintenance.
- OTP now consistently meets or exceeds both City and County service standards, replicating the success seen in North Miami Beach, where ProKel sustains OTP above

Strategic Route Optimization

- Conducted detailed boarding/alighting analysis to streamline stop patterns, remove redundancies, and shorten cycle times.
- Adjusted headways to better match peak demand while maintaining community access, similar to North Miami Beach optimizations that reduced round-trip times by 25–40%.

Ridership Impact

ProKel Mobility has consistently delivered high-impact results through its operations, achieving a 25% growth in ridership and positioning the associated shuttles among the highest-performing community shuttles in the industry. This success validates ProKel's operational model and community-first approach, replicating the growth success achieved in North Miami Beach through enhanced operating methods, operational optimization, and community engagement initiatives. Furthermore, ProKel's proprietary reporting and rider engagement platform provides historical performance and ridership analytics for ongoing optimization, enabling the sustained impact of this contribution.



- ★ ProKel launched a **grassroots outreach campaign** that included multilingual rider guides, "how to ride" workshops, and direct engagement with HOAs, senior centers, and schools.
- ★ As of June 2025, Coral Springs' shuttles are recording **nine (9) to 10 passengers per vehicle** hour (PPH), compared to Broward County's standard of seven (7) PPH—positioning Coral Springs among the **highest-performing community shuttles in the county.**
- ★ Combined ridership across the Green and Blue routes increased **34% year-over-year**, validating ProKel's operational model and community-first approach.

Community Engagement

ProKel Mobility's community engagement strategy is a holistic and human-centric approach designed to cultivate transparency, education, and accessibility. This approach ultimately builds strong community consensus and ensures the seamless adoption of transit services. Emphasizing that no rider is left behind, ProKel ensures accessibility for all destinations through a variety of service options. This comprehensive engagement model is further supported by ProKel's leadership and team members, many of whom are community residents and leaders themselves, who are deeply invested in delivering equitable, reliable, and kind public transportation solutions.



Hosted **pop-up events and HOA briefings** to grow awareness and gather rider feedback.

Produced **multilingual materials** (English, Spanish, Creole)

Partnered with **local schools and cultural organizations to promote ridership** and create community buy-in.

Technology & Rider Experience

ProKel Mobility revolutionized Coral Springs' transit system by integrating cutting-edge technology, profoundly enhancing the rider experience and agency oversight. The deployment of ProKel's proprietary rider platform offers essential features, including real-time arrival and vehicle tracking, as well as rider alerts, seamlessly connecting local services with regional transit options.



Introduced ProKel's multimodal rider platform with real-time tracking, rider alerts, and performance dashboards.

Equipped City staff with tools to **monitor ridership, OTP, and operator utilization in real time**.

Created a foundation for **future multimodal integration**, building upon the model launched in North Miami Beach that unites fixed-route and on-demand services.

Rider Technology: Live Tracking, Trip Planning & Real-Time Visibility

ProKel will deploy its **RideKel platform** to give riders a modern, mobile-first experience that makes public transit more accessible, predictable, and transparent.

Key Features:

- **Real-Time AVL Tracking**: Riders and staff can view vehicle locations and ETAs via the KelRide app or City-branded site.
- **GTFS Integration**: Ensures Oakland Park routes are visible in Google Maps and other public trip-planning apps.
- **Trip Planning Across Routes:** Riders can plan trips seamlessly across multiple routes and service lines. Riders will be able to utilize all public transportation modes across Broward County.
- **ADA & Multilingual Design:** Fully accessible to diverse users in the community.
- **Real-time Dashboard:** Fleet and operations managers have full access to a dashboard that allows them to supervise all operations and services in real-time. This includes monitoring demand fluctuations, managing vehicle availability, verifying the status of every trip, adding new virtual stops or removing obsolete ones, and reviewing all past services and operations.



Coral Springs: A Repeatable Service Approach

ProKel Mobility reviewed Coral Springs' current transportation options, including the Community Bus service operating six (6) days a week from 8:00 AM to 5:00 PM, showing a clear need for enhanced services. Our proposed transportation plan leveraged proven technologies and rider-focused strategies

to optimize existing transit resources, particularly beyond traditional fixed-route systems, thereby boosting ridership and improving accessibility. We aim to modernize the Community Bus System with smart technology, delivering real-time data tools and operational enhancements to provide a reliable, safe, and enhanced rider experience that aligns with the city's long-term mobility goals.

ProKel Mobility proposed a forward-thinking transportation plan to optimize Coral Springs' existing transit services. By leveraging proven technologies and rider-centric strategies, our approach resulted in:

- Increase transit ridership sustainably.
- Optimization of all transportation resources, especially outside traditional fixed-route systems.
- Provided a modern, reliable, and safe mobility experience.

The Coral Springs current service turnaround reinforces ProKel Mobility's ability to **transform antiquated community mobility services** with:



Coral Springs adds to the growing list of municipalities where ProKel Mobility delivers turnkey, high-performing, community-driven transit solutions.

North Miami Beach Service Improvements (Launched on October 6, 2025)

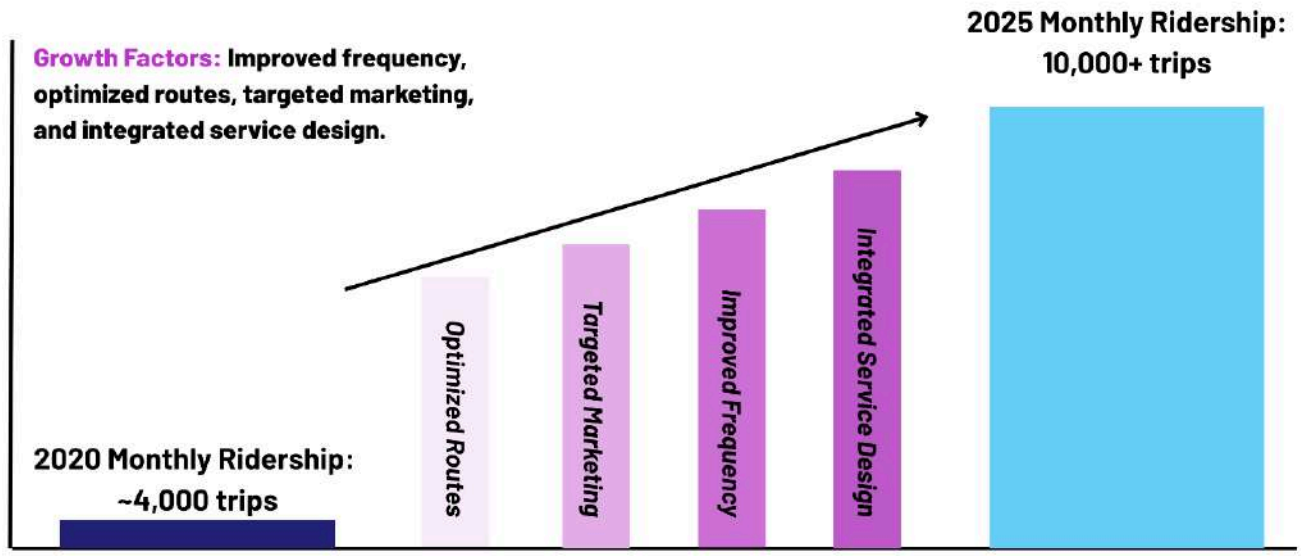


In partnership with the City, ProKel had identified and begun implementing measures to enhance efficiency, lower costs, and improve the rider experience. These service changes are scheduled to launch on October 1, 2025, and are projected to deliver over $1.2 million in operating cost savings over the next five (5) years for the City.

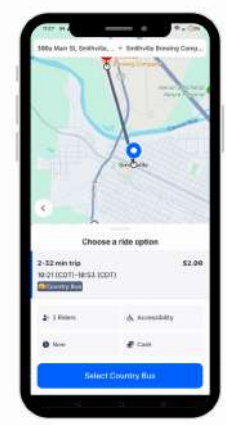
- **Service Conversion for Low-Demand Areas:** Transitioning underperforming routes into electric on-demand microtransit zones serving as first–last mile feeders into higher-performing fixed routes.
- **Multimodal Integration:** Launching an all-in-one rider application integrating ProKel's fixed-route and on-demand services with

Miami-Dade Transit and Broward County Transit for seamless journey planning.

Ridership Impact: North Miami Beach



Technology Integration



ProKel's proprietary reporting and rider engagement platform now delivers:

- **Real-time arrival and vehicle tracking**
- **On-demand trip booking and fare integration**
- **Multimodal trip planning combining local and regional transit services**
- **Historical performance and ridership analytics for ongoing optimization**

ProKel's success in North Miami Beach demonstrates a proven model for:

- Increasing ridership through operational optimization
- Lowering costs via modern fleet procurement and targeted service restructuring
- Delivering high-quality passenger experiences through integrated technology and strong community engagement

Our combination of **proven past performance, unmatched safety leadership, innovative technology, and strong community partnerships** makes us the clear choice to exceed expectations.

- ★ **Past Performance:** Coral Springs proves our ability to replace and deliver measurable improvements. North Miami Beach demonstrates innovation with 150% ridership growth; South Florida Regional Transportation Authority (SFRTA) shows we can scale to 40-bus systems.
- ★ **Key Personnel:** More than 100 years of combined leadership. Agency-side executives (New Orleans RTA, Connecticut RTA), safety leaders from Transdev/First Transit, and experienced Florida operators.
- ★ **Approach:** A fully built-out plan covering transition, workforce development (KelHire), safety, technology (RideKel), maintenance, customer service, sustainability, and contingency planning.
- ★ **Financial Strength:** Debt-free, privately held, financially stable.
- ★ **Cost Efficiency:** Proven savings model in **City of North Miami Beach ($1.2M projected).**
- ★ **Community Impact:** Local hiring, CDL reimbursement, DBE engagement, school partnerships, and sponsorships.
- ★ **Outcome:** A shuttle system that is **safe, reliable, efficient, and community-centered**.



About ProKel Mobility

Who We Are

Minority-owned, FDOT SBE-certified, with over 14 years of experience and nearly 5 million annual passenger trips.

ProKel Mobility is a minority-owned, FDOT Small Business Enterprise (SBE)-certified transportation provider with years of experience delivering safe, reliable, and customer-focused transit solutions. Each year, ProKel supports nearly five (5) million passenger trips across a diverse portfolio of municipal, regional, and special event transit programs. Founded in Florida and deeply rooted in the communities we serve, ProKel has become one of the fastest-growing mobility providers in the Southeast, blending local knowledge with national-scale expertise.

Our mission is to expand equitable, efficient, and technology-enabled transportation options that improve quality of life and enhance community connectivity. Through our innovative approach and commitment to service excellence, we have consistently exceeded client expectations in ridership growth, on-time performance, and customer satisfaction.

Operations across FL and GA, including Coral Springs, NMB, SFRTA, Palm Tran, and MARTA



ProKel Mobility operates across Florida and Georgia, bringing a deep understanding of local transit dynamics and the ability to scale these services seamlessly between neighboring jurisdictions. In Florida, we currently operate fixed-route and on-demand services for the City of Coral Springs and City of North Miami Beach, delivering positive measurable ridership gains and enhanced passenger experiences in each community. Operations also extend to the South Florida Regional Transportation Authority (Tri-Rail), Miami Dolphins/Hard Rock Stadium, and the Miami Grand Prix, demonstrating our ability to manage both community-based and large-scale event transportation. Beyond Florida, ProKel supports MARTA in Georgia, ensuring service continuity in one of the largest transit networks in the Southeast. This regional footprint allows us to leverage best practices, workforce capacity, and operational insights across multiple cities, giving Oakland Park the confidence that ProKel is prepared to deliver reliable, modernized shuttle service from day one.

Founded in 2016, ProKel has exponentially grown over the last ten years, serving more markets and **employing hundreds of Floridians**. ProKel Mobility operates passenger transportation services to both public and private sector markets in Florida. ProKel Mobility's former and current clients include Palm Beach County, Lynx-Orlando, Jacksonville Transportation Authority (JTA), North Miami Beach, City of

Coral Springs, and the South Florida Regional Transportation Authority. ProKel also provides Special Events Shuttle Bus Services for the Miami Open, Miami Grand Prix (Formula One), Miami Dolphins (Hard Rock Stadium), and Miami Hurricanes (Hard Rock Stadium).



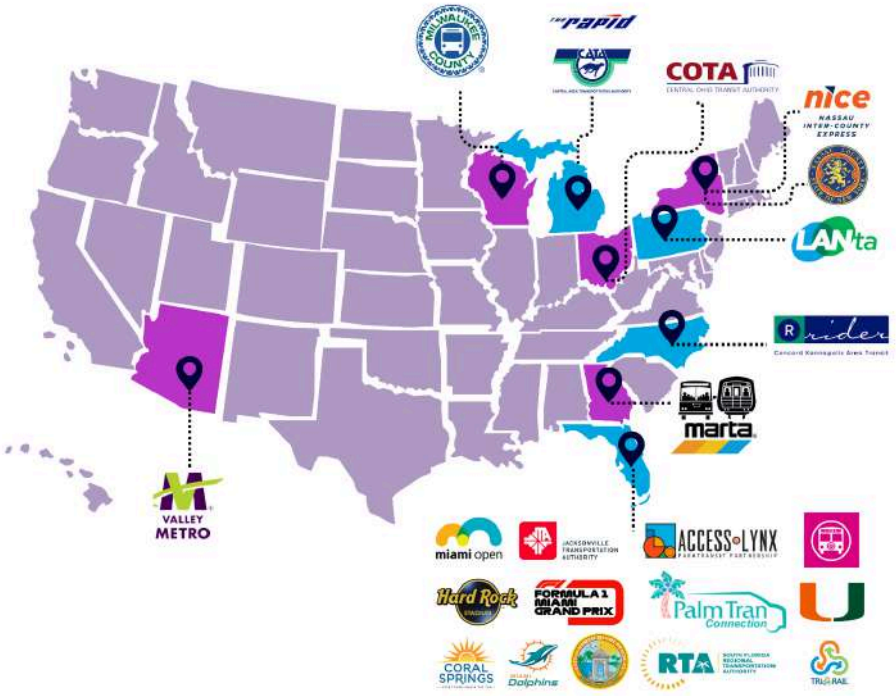
ProKel Mobility's local project management team and regional corporate support are unparalleled in the industry, as we provide dedicated account managers to each of our clients. The **ProKel assigned local project manager** for the **City of Oakland Park** will be **Justin Cayless.** He is ProKel's Senior Vice President and a **transit operations and paratransit expert** with **over 15 years** of experience in the industry. His work includes his role as a transportation consultant and Chief Transit Officer with the New Orleans RTA.

ProKel Mobility's goal is to level up transit systems across Florida. We will accomplish this through our **three (3) step plan**:

1. ***Leveraging*** **our team's 200+ years of combined transit experience to deliver exceptional transit services for both agencies and end-users.**
2. ***Implementing*** **state-of-the-art and cutting-edge transportation technology to increase ridership, extend coverage, and unlock vehicle efficiency.**
3. ***Learning*** **from the diversity of our team to implement equitable, accessible and kind services for end-users. ProKel Mobility's innovative culture and "grounded" cooperation foundation perfectly match the City of Oakland Park.**

Who We Serve

ProKel Mobility is among the fastest-growing transportation companies in the US. In just ten years, we have operated and expanded into more than 14 cities nationwide to provide transportation services for government agencies and private clients.



Our Team

At ProKel Mobility, our leadership team represents the intersection of public-sector expertise and private-sector innovation—a powerhouse of

agency-tested executives, technology visionaries, and operational experts who have shaped the future of mobility across the nation. Led by **Kelly Gonzalez Jr.**, a seasoned transit leader and visionary CEO, and **Ed Carrion, a former CEO of Corpus Christi RTA with over 25 years of executive transit experience**, our team delivers real-world results that cities can measure in performance, cost savings, and community impact. **Justin Cayless**, former **Chief Transit Officer for New Orleans RTA**, brings deep operational mastery and crisis-tested leadership, while **Logan McLeod**, formerly with **Lyft** and **Circuit**, drives our technology integration and partnership growth through the KelRide platform and multimodal innovation. Supported by **Jason Moyer**, **a 20-year operations veteran**, our executive team offers over a century of combined experience spanning agency management, fleet operations, and intelligent transit system deployment. Together, we deliver **modern, data-driven, and community-centered transit systems**—trusted by cities like **Coral Springs** and **North Miami Beach**—that enhance reliability, rider experience, and fiscal efficiency for every client we serve.

Kelly Gonzalez Jr., CEO of ProKel Mobility

Founder and Dedicated Team Member



Kelly Gonzalez Jr. embodies the American dream in the transit community. Starting as a driver earning minimum wage, he became the director for North America's largest privately owned transportation company. Kelly brings a wealth of experience in transportation as the CEO of ProKel Mobility, the fastest-growing transportation provider in North America, offering customized and adaptive mobility solutions for diverse communities and clients.

Kelly's transportation industry solutions have positioned ProKel to become a leader in the industry and secure market space in paratransit, shuttle bus services, and special needs transportation.

Known as the **#TheFuBuOfTransit** for his innovation in transit and workforce development, Kelly launched the Celebrity Staffing Influencer Marketing initiative using celebrities and athletes to expand the transit workforce and keep his locations fully staffed. With over two (2) decades of transit operations, Kelly's vision to innovate processes and customize logistics solutions for some of the largest municipalities in the world has solidified him as a sought-after transportation solution expert in the past decade. His



company, ProKel Mobility, specializes in innovative, custom mobility solutions that cater to the growing public demand for economical and eco-friendly transportation.

The Florida Panthers recently featured Kelly for its Hispanic Excellence Awards.

He is committed to transportation equity and serves as the second Vice President of the COMTO Miami Chapter. He is also involved in other business ventures, developments, and community engagements nationwide. His previous experience includes working at a company that expanded its revenue to **$1.3 billion,** with **20,000 team members and 10,000 vehicles nationwide.** With this knowledge in tow, Kelly brings the same ingenuity and innovative solutions approach to ProKel Mobility.

Outside of leading ProKel as one of the nation's preferred transportation firms, Kelly is recognized for his proactive and positive approach to employee relations. Kelly implements performance- and safety-focused incentive goals to reward ProKel employees, compensating them for a job well done. This **inclusive equity reward system** is one of the reasons ProKel drivers stay motivated throughout their employment with the company. ProKel's **turnover is less than 6%, thanks** to retention plans that Kelly has enacted at the company.

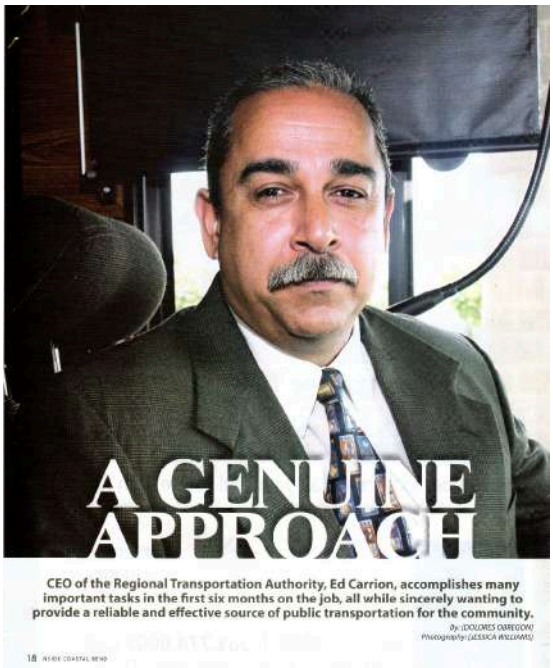
Eduardo Carrion

Chief Operating Officer

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY



As the Chief Operating Officer (COO) at ProKel, Eduardo Carrion brings over 25 years of leadership experience in transit management, spanning both the public and private sectors. Known for his strategic vision and operational excellence, he has driven significant improvements in fleet management, efficiency, and maintenance cost reduction while overseeing operations across 12 contracts in three (3) states, managing a fleet of over 200 buses and 600 operators.



Mr. Carrion holds a Bachelor of Science in Workforce Education and Development and an Associate Degree in Information Systems Management, equipping him with a strong foundation in organizational development and technical expertise. He is a **20-year veteran of the Air Force** and holds a **Six Sigma Black Belt Certification**. His education is complemented by a Project Management Certificate from Villanova University.

Mr. Carrion's career in the transit sector began at the Corpus Christi Regional Transportation Authority (CCRTA), where he was eventually promoted to the position of Chief Executive Officer. There, he was responsible for delivering quality services on 44 routes, which included 90 fixed routes and 40 paratransit vehicles. This resulted in over 5.5 million annual passenger trips, with an excess of 250,000 annual service hours and more than 2.8 million annual miles.



Mr. Carrion's advocacy and outreach skills include government regulations and relations, collaboration with public stakeholders, and building alliances across a wide range of stakeholders. His leadership has led to the successful implementation of 15 projects, resulting in increased operational efficiencies, productivity, and annual cost savings of over $1.5 million. He has completed the construction of a $7.3 MM vehicle maintenance facility, on time and within budget, as well as invested over $6 MM in bus stop improvements, increasing accessible bus stops from 6% to 53%.



His commitment to responsible financial stewardship has reduced costs by $1.5 million over two (2) years by implementing projects to reengineer the service delivery process to improve customer satisfaction. Not only has he revamped paratransit operations, including scheduling, dispatch, and reservations, to increase productivity to 2.70 passengers per hour, but his selective investment in community outreach programs has also resulted in a 13% increase in ridership alongside a 30% drop in complaints compared to previous years.

Logan McLeod, SVP Business Development

Current SVP, Sales & Partnerships - ProKel Mobility



Logan McLeod, **Strategic Growth Advisor** at ProKel Mobility, has a decade of experience in leading go-to-market efforts and closing high-impact partnerships across the technology, transportation, and education sectors. At ProKel, Mr. McLeod supports business development, tech-enabled innovation, strategic partnerships, customer acquisition, and revenue growth. His work across the private and public transit sector markets contributes to the company's overall efforts to scale ProKel Mobility's presence nationwide.

Mr. McLeod's extensive experience in **senior executive management positions** has yielded significant successes **for major companies and industry-leading organizations involved in mobility operations.** Earlier in his career, he generated over $100M in qualified opportunities at **MV Transportation** by leading competitive procurement efforts and expanding into new verticals. At **Lyft**, Mr.McLeod built and scaled the Education Partnerships vertical, expanding university-exclusive programs from 35 to 112 campuses. His efforts helped double Lyft's ride revenue in under a year. He later led sales operations for **Lyft Business, serving as Head of Strategic Business Solutions**, **where he led a team of 18 and provided support for Lyft's billion-dollar B2B division, focusing on** forecasting, analytics, and enablement. He followed this success by overseeing a portfolio of 80+ transit and advertising partnerships at **Circuit**; as **Vice President of National Business Development and Partnerships**, Mr. McLeod's efforts resulted in driving a 98% YoY

revenue growth. His strategic decision-making helped solidify Cricut as a leader in the electric microtransit industry.

Mr. McLeod is an adept relationship manager with expertise in building trust, delivering value and creating long-term relationships with clients, prospects, and strategic partners. He has a strong track record overseeing business development, branding, and marketing strategies; his experience with SaaS transportation platforms and planning mobility operations informs his current work in the transportation sector. By integrating various multimodal transportation methods and Mobility as a Service (MaaS) technologies, he hopes to optimize the way cities operate effectively.

Executive Experience

- Circuit - VP, Sales and Partnerships (June 2023 - May 2025)
- Lyft - Head of Strategic Business Solutions (Sep 2022 - June 2023)
- Lyft - Head of Higher Education Partnerships (Feb 2021 - Oct 2022)
- Lyft - Senior Business Development Manager (Feb 2019 - Feb 2021)
- MV Transportation - Director of Business Development (Jan 2016 - Dec 2018)
- National Association of Railroad Passengers - Assistant To The 50th Anniversary Chairman and Director of Development (Aug 2013 - Jan 2016)

Projects

- **Millennial Student Support Transportation Outreach Program:** Mr. McLeod provides leadership to this university-based grassroots support campaign, which aims to educate students about the importance of advocating for the creation, expansion, and preservation of transportation.

Justin Cayless - Dedicated Project Manager
ProKel Senior Vice-President



Justin Cayless would serve as the General Manager, utilizing his **seven (7)+ years of experience** working in transit operations. Justin brings years of experience as an expert in operational efficiency and effectiveness for our clients. Most recently, he has been an effective problem solver, serving as Interim Senior Director of Operations for the New Orleans Regional Transportation Authority (RTA).

He began as Director of Operations for the **New Orleans Regional Transit Authority's (RTA**) bus and streetcar divisions. During this time, he was responsible for an annual budget of $115 million, which included multiple contracts for services and products as well as SLAs, in addition to creating RFIs and RFQs for innovative solutions. His purview also comprises contract management and budgeting for existing agreements as well as planned future agreements, including P&L reporting and budgeting.

RTA RATP DEV PROKEL Mobility JACKSONVILLE TRANSPORTATION AUTHORITY

Mr. Cayless used data analysis to determine the number of employees needed to meet service level agreements for service delivery. He was responsible for over 600 employees, ranging from full-time salaried positions to unionized skilled roles, as well as direct oversight of customer service, fixed-route bus and rail operations, the control center, planning and scheduling, and data science departments. He also managed a fleet in excess of 133 fixed-route vehicles and sixty-six (66) light rail street cars, to include the implementation of an improved transportation asset management plan. He developed the KPI dashboard through the Power BI platform to ensure accurate and comprehensive measurement of staff and system performance. He also implemented best practices throughout the system through coordination. He spearheaded the implementation of customer relationship management software and the one-call resolution initiative for customer service, including cross-training and setting metrics.

In addition to his responsibilities, he successfully served as the FEMA ICS Commander for Hurricane Ida for both the city and the state. He developed a comprehensive Emergency Preparedness Plan that included developing SOP, policies and procedures to exceed compliance requirements. After successfully running operations before, during and after Hurricane Ida, Mr. Cayless was promoted to Interim Senior Director of Operations for the New Orleans Regional Transportation Authority (RTA). There, he increased positive customer feedback in all areas surveyed. He served on various public boards as the public transportation liaison, recruiting and training a new management team to promote an organizational shift in trajectory, incorporating data-driven decision-making, and utilizing technology to improve transportation service delivery and customer service. He also created monthly operations reports and

delivered reports to the senior leadership team as well as the NORTA Board of Directors. He also successfully negotiated with ATU leadership to create an agreed-upon contract.

Mr. Cayless specializes in providing ADA and other disability-focused services. His major responsibilities included assisting with oversight for paratransit, customer service, eligibility, travel training, functional assessment, scheduling, and other roles related to paratransit service. He also served as an ad hoc member of the Mayor's Disability Council Board, reporting on paratransit services. He responded to any concerns or requests from the City of Jacksonville related to public transportation.

He collaborated with organizational, industry, national, and international leaders to create innovative solutions to traditional problems within the public transportation and customer service industries, known as GlobalJax. This collaborative group works together to promote regional growth through partnerships and collaboration. Mr. Cayless also successfully implemented the Fixed Route, Route Optimization Initiative (ROI), Bus Rapid Transit (BRT) Program, and On-Time Performance (OTP) Implementation projects as Fixed Route Supervisor. These all helped innovate and provide agile and responsive service. From 2015 to 2021, he was the EOC Representative for public transportation in Jacksonville, FL, supporting various events. He served on vendor selection committees for fixed route, paratransit, and other RFPs/RFQs, managed contracted paratransit services, and contributed to annual budget reviews. He trained employees to improve KPIs in operations, customer service, and eligibility, leading to updated paratransit policies, including the riders' guidebook. He ensured compliance with FTA, FDOT, and CTD regulations.

John Petillen

Operations Supervisor



John Petillen has over ten (10) years of experience in the transportation industry. He has a demonstrated ability to train, motivate, and mentor employees to achieve our corporate goals. Mr. Petillen quickly identifies potential issues and finds timely solutions for any problem. He has a proven track record of streamlining procedures that improve safety and increase production.

Mr. Petillen oversees ProKel's daily operations. He manages over 75 employees and ensures compliance with policies and procedures, including safety standards. He works to complete projects in a timely manner and maintains open communication with all departments to ensure ProKel meets and exceeds client expectations.

Frank Ciccarella

Vice President of Safety



Frank Ciccarella has over forty (40) years of senior executive experience in safety and training transportation. He joined ProKel Mobility in October 2020 and has positively reshaped the safety culture within the company.

Winner of the 2007 American Public Transportation Association (APTA) Gold Award for the best overall safety program in America and now Vice Chairman of the APTA Bus Safety Committee, Mr. Ciccarella has gone from strength to strength, conceiving, creating, implementing and directing a great number of transportation safety programs— especially paratransit safety and customer

care driver training programs. He has been rewarded by seeing these programs come to fruition, which has raised the safety and customer care levels in the companies concerned. He has expertise as a senior executive in a $2.2 billion passenger transportation company and has directed large-scale change management processes.

Lashonda Carter

Regional Safety Manager



Lashonda Carter is highly proficient in the Smith System and LLLC defensive driving programs. She incorporates these programs as the foundation of her organizational behavior disciplines and management theories. She joined ProKel in 2017, and the company immediately felt the impact. Our accident frequency rate decreased by 43%. This not only ensured the safety of our passengers and drivers but also affected the financials of our company; we were able to lower our pricing due to decreased insurance premiums, which in turn allowed us to be more price-competitive for our customers and helped them be better stewards of the funds they receive for our services.

Ms. Carter has a No Unsafe Zero (0) Tolerance Policy, which ensures the safety of the passengers on the road. She also has multiple positive behavior incentive programs that encourage safe driving. She is a big believer in positive reinforcement. Her monthly positive behavior and incentive programs keep our drivers on their toes and excited about safety while boosting the overall morale of our company. The standard she sets at the location is evident when we receive positive customer service commendations from riders. She always preaches that great safety habits and great workforce morale will trickle down to the service provided.

Workforce Development Best Practice Success

- Established a **Georgia-based Workforce Development Office**, designed to recruit, train, and retain transportation professionals at scale.
- Hosted hiring events yielding **4,000+ applications in a single week**, with the capacity to hire **100+ operators in one day**.
- Introduced **celebrity-driven recruitment campaigns** (partnering with NFL athletes and public figures) to strengthen visibility and attract high-quality candidates.
- Maintained **industry-leading retention rates above 95%** and turnover rates under 6% by fostering a supportive, incentive-driven workplace culture.



The ProKel Approach - Leading with Safety & Backed by Innovation

Safety First, Always

- ProKel operates under a "**Safety First – Safety Always**" philosophy, with some of the industry's lowest incident rates.
- Proactive training and performance incentives ensure safety is embedded in every level of operations.

Turnkey Operations

- From staffing and fleet management to technology integration and community outreach, ProKel delivers **end-to-end mobility solutions**.
- Expertise across fixed-route, paratransit, microtransit, and event shuttle operations.

Proven Workforce Model



- **KelHire** guarantees agencies remain fully staffed with trained operators, dispatchers, and support staff.
- Results in Florida (the City of North Miami Beach, South Florida Regional Transportation Authority, and the City of Coral Springs) show the model's ability to **rapidly recruit, train, and retain** workforce talent while sustaining long-term performance.

Local Accountability with National Strength

- Supported by a national corporate team with **over 200 years of combined transit leadership experience**, ProKel pairs scale and expertise with **hands-on, Florida-based management**.
- **200+ years combined leadership experience; proven workforce platform (KelHire).**



ProKel's strength is built on more than 200 years of combined leadership experience from former C-suite executives, senior operations leaders, and transit innovators. This leadership team brings expertise from some of the nation's largest public transit systems, combining deep industry knowledge with a track record of operational excellence. To support scalable, high-quality staffing, ProKel developed KelHire, our proprietary workforce platform that streamlines recruitment, vetting, scheduling, and ongoing performance management. KelHire ensures Oakland Park's service will be staffed with professional, well-trained operators and supervisors who are prepared to deliver consistent customer service and safety. By combining common challenges in staffing and retention, KelHire ensures stability and continuity for city shuttle operations. This combination of leadership depth

and workforce innovation positions ProKel as the strongest, most capable partner for Oakland Park.

Event and Large-Sale Shuttle Expertise (Miami Open, Grand Prix, Dolphins, Hurricanes)

ProKel Mobility has worked with numerous clients across the nation. Each of these clients had their own unique needs and challenges. ProKel Mobility worked closely with each of these entities to ensure that each project was met with satisfaction and success. Below, we have provided a list of these clients:

- ★ City of North Miami Beach
- ★ City of Coral Springs
- ★ South Florida Regional Transportation Authority
- ★ Formula 1: Miami Grand Prix
- ★ Miami Open
- ★ Miami Dolphins Hard Rock Game Shuttles
- ★ Miami Hurricanes Hardrock Game Shuttles
- ★ Central Ohio Transit Authority
- ★ Valley Metro Regional Public Transportation Authority
- ★ Central Florida Regional Transportation Authority (Lynx)
- ★ Jacksonville Transportation Authority
- ★ Grand Rapid Transit Services: The Rapid
- ★ Nassau Inter-County Express
- ★ Lehigh and Northampton Transportation Authority
- ★ Palm Tran Connection

Additionally, ProKel would like to highlight the following references:

Miami Dolphins Bus Shuttle | Miami Beach, FL



Contact: Mr. Merrell Higer, Senior Director, 305-943-6690, MHiger@dolphins.com

Dates of Services Provided: 2023 - Present

Project Summary: Shuttle Bus and ADA Transportation for Miami Dolphins, Miami Hurricanes, Hard Rock Stadium Events

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Formula 1 Crypto.com Miami Grand Prix | Miami Gardens, FL

Contact: Mr. Merrell Higer, Senior Director, 305-943-6690, MHiger@dolphins.com

Dates of Services Provided: 2023 - Present

Project Summary: ProKel provides Shuttle Bus and ADA Transportation Services.

Commitment & Quality Improvement

Rather than relying on gimmicks, ProKel Mobility focuses on proven operating processes and procedures to ensure a stable service that prioritizes the important qualitative aspects – safety, reliability, and customer service.

ProKel is committed to providing high-quality services while developing cost-containment measures that will lead to a sustainable transit system for our partners. ProKel collaborates with all stakeholders to develop formal process improvement programs that aim to identify areas for improvement in operations, dispatching, scheduling, and administration. We are dedicated to leveraging corporate resources to drive sustainable improvements, helping transit systems across the nation embrace modern, convenient, tech-driven, and rider-focused multimodal transportation solutions!

ProKel's goals when implementing quality improvement measures are:



ProKel will promptly communicate any equipment or service issues to City Staff, as well as rider complaints. A prompt response to all complaints, comments, and commendations is critical to achieving customer service excellence. ProKel's personnel will report all passenger complaints and operational problems to the City's project manager/point of contact, within twenty-four (24) hours of discovery. All employees are taught to exhibit professionalism and care when receiving a complaint.

Complaint Resolution

Complaint Handling and Complaint Resolution Procedures

ProKel will receive complaints through the customer service call center. The call center will log the complaint in the database, including the time, date, issue category, complainant's name, phone number, and a brief description of the incident. They will then send an email to our Supervisory Staff and Operations Manager indicating that a complaint has been received. The OM will review the information in the database and assign it to a supervisor for investigation.

The Supervisor will investigate the complaint, enter information about the investigation into the database, and issue corrective actions within five days.

"Hot issues" will be handled in a similar manner; however, the investigation will be classified as urgent and will take place within 24 hours of the incident. For all "hot issue" complaints, the driver will be removed from service until the matter is settled.

The company's general guidelines for handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to document and confirm the details of the comment accurately.
- If the comment is a complaint, inform the customer that it will be investigated and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for their time.

ProKel will immediately take appropriate action and begin an investigation into all complaints to determine their validity. Serious complaints will be immediately brought to the attention of the regional vice president and the City. Depending on the nature of the complaint, either the general manager and/or the regional vice president will personally handle these types of complaint investigations.

Summary of Dispute Resolution, Communication & Contingency

- Issues escalated to the Supervisor → Project Manager → COO/CEO.
- Written resolution in five (5) business days; urgent in 24 hours.
- 24/7 dispatch and RideKel dashboards for transparency.
- Logan McLeod will coordinate sponsorships, tech partnerships, and county alignment.
- Spare ADA bus, float pool of operators, and hurricane preparedness protocols.

Through its proven service standards, which have been in place for over 10 years, ProKel ensures that Oakland Park's riders have clear accountability, strong communication, and uninterrupted service.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to gather details about the complaint.
- Conversation with all operators, dispatchers, road supervisors and any other staff involved in the situation.
- Review any vehicle camera clips related to the event.
- Review of any call recordings relating to the event.
- Review of all dispatch logs, trip sheets/manifests.

All steps taken during the investigation will be documented and filed. If the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee's or employees' employment file, and a letter acknowledging the complaint and the remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City, and the complaint will be logged and included in all monthly reports, as required.

Our locally based maintenance and operations infrastructure enables an immediate response to service issues and the rapid deployment of backup vehicles when needed, minimizing disruptions to passengers. Additionally, ProKel prioritizes collaboration with city staff, providing comprehensive training, transparent reporting, and data-driven insights to inform continuous service improvement. With a leadership team experienced in public agency operations and our commitment to community-driven service, ProKel is well-equipped to deliver a seamless, efficient, and sustainable shuttle program that meets the needs of Oakland Park residents.

Our experienced maintenance team ensures preventive maintenance, timely inspections, and rapid response to any issues.

Driver's Vehicle Inspection Report

The Driver Vehicle Inspection Report (DVIR) developed by Coach USA is designed to ensure that all vehicles are safe and reliable before being dispatched. Every vehicle has a DVIR book, and all DVIRs are filed and retained for that vehicle in accordance with FTA requirements. DVIR books are held by the dispatch office whenever the vehicle is at the facility. At the start of a shift, the operator receives the DVIR book from dispatch and completes the pre-trip inspection.



BOUND EDGE

DRIVER'S VEHICLE INSPECTION REPORT

AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS

CARRIER: _____

LOCATION: _____

DATE: _____ TIME: _____ A.M. _____ P.M.

TRACTOR/ TRUCK NO.: _____ ODOMETER READING BEGIN: _____ END: _____

CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"

Prt = Pre-Trip	Pot = Post-Trip	RR = Requires Repair
Pre Pot RR	Pre Pot RR	Pre Pot RR
☐ ☐ ☐ Air Compressor	☐ ☐ ☐ Front Axle	☐ ☐ ☐ Safety Equipment
☐ ☐ ☐ Air Lines	☐ ☐ ☐ Fuel Tanks	Fire Extinguisher
☐ ☐ ☐ Battery	☐ ☐ ☐ Generator	Flags - Flares - Fusees
☐ ☐ ☐ Belts and Hoses	☐ ☐ ☐ Horn	Reflective Triangles
☐ ☐ ☐ Body	☐ ☐ ☐ Lights	Spare Bulbs and Fuses
☐ ☐ ☐ Brake Accessories	Head - Stop	Spare Seal Beam
☐ ☐ ☐ Brakes, Parking	Tail - Dash	☐ ☐ ☐ Starter
☐ ☐ ☐ Brakes, Service	Turn Indicators	☐ ☐ ☐ Steering
☐ ☐ ☐ Clutch	☐ ☐ ☐ Mirrors	☐ ☐ ☐ Suspension System
☐ ☐ ☐ Coupling Devices	☐ ☐ ☐ Muffler	☐ ☐ ☐ Tire Chains
☐ ☐ ☐ Defroster/Heater	☐ ☐ ☐ Oil Level	☐ ☐ ☐ Tires
☐ ☐ ☐ Drive Line	☐ ☐ ☐ Radiator Level	☐ ☐ ☐ Transmission
☐ ☐ ☐ Engine	☐ ☐ ☐ Rear End	☐ ☐ ☐ Trip Recorder
☐ ☐ ☐ Exhaust	☐ ☐ ☐ Reflectors	☐ ☐ ☐ Wheels and Rims
☐ ☐ ☐ Fifth Wheel		☐ ☐ ☐ Windows
☐ ☐ ☐ Fluid Levels		☐ ☐ ☐ Windshield Wipers
☐ ☐ ☐ Frame and Assembly		☐ ☐ ☐ Other

TRAILER(S) NO.(S): 1 _____ 2 _____

Pre Pot RR	Pre Pot RR	Pre Pot RR
☐☐☐ Brake Connections	☐☐☐ Landing Gear	☐☐☐ Straps
☐☐☐ Brakes	☐☐☐ Lights - All	☐☐☐ Tarpaulin
☐☐☐ Coupling Devices	☐☐☐ Reflectors/Reflective Tape	☐☐☐ Tires
☐☐☐ Coupling (King) Pin		☐☐☐ Wheels and Rims
☐☐☐ Doors	☐☐☐ Roof	☐☐☐ Other
☐☐☐ Hitch	☐☐☐ Suspension System	

Remarks: _____

☐ CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

DRIVER'S SIGNATURE _____

☐ ABOVE DEFECTS CORRECTED

☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE _____ DATE: _____

DRIVER'S SIGNATURE _____ DATE: _____

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4253

If any defects that limit the safe and reliable operation of the vehicle are identified during the pre-trip inspection, they are either fixed before the vehicle leaves the facility or an alternative vehicle is used. At the end of the shift, the operator completes the post-trip inspection, fills out the DVIR and returns the DVIR book to dispatch.

Dispatch staff review returned DVIR books. If the vehicle requires repairs, Dispatch will hand over the DVIR book to maintenance for the defects to be addressed.

A Vision for Connected Mobility

Imagine an Oakland Park where city, county, and regional transportation services are seamlessly integrated, offering residents a range of mobility options. By connecting data, processes, and

people, we can create safer, smarter, and more responsive communities that prioritize the needs of Oakland Park residents.

Customer-Driven Transportation

Today's transportation landscape is shaped by customer preferences. Riders demand control over trip planning, payment methods, and service availability. This shift is driving both public and private providers to rethink how transportation services are designed and delivered.

Case Study: Coral Springs – A Replicable Model for Oakland Park

Took over in 2023 from the previous Contractor after 18-plus years of declining performance.



In 2023, ProKel Mobility assumed operations of the Coral Springs Green and Blue routes following more than two (2) decades under previous management, during which the system faced declining reliability, missed trips and staffing shortages. Leveraging our proven approach from North Miami Beach, we quickly stabilized operations, strengthened oversight, and implemented a workforce-first model that restored service quality and built community confidence.

Within 30 days: 100% staffing, OTP above standards, >95% retention.

ProKel deployed KelHire, our proprietary recruitment and training platform, to rapidly onboard and train drivers, achieving full staffing within 30 days of the contract start date. Through enhanced scheduling, proactive fleet maintenance, and operator support, on-time performance (OTP) now consistently exceeds City and County standards. Operator retention has remained above 95%, with turnover under 6%, ensuring continuity of service and eliminating missed trips caused by workforce gaps.

Ridership: +34% YOY, 9–10 PPH vs. BCT minimum of 7

Targeted community engagement and strategic route optimization drove a 34% year-over-year increase in combined ridership across the Green and Blue routes. Passenger productivity now reaches nine (9) to 10 passengers per vehicle hour (PPH), surpassing the Broward County Transit standard of seven (7) PPH. These outcomes demonstrate the effectiveness of data-driven scheduling, route adjustments, and proactive outreach in driving both ridership and rider satisfaction.

Tech: Introduced RideKel real-time tracking + dashboards.

ProKel introduced RideKel, our multimodal rider platform, providing real-time vehicle tracking, rider alerts, and operational dashboards. City staff can now monitor OTP, ridership, and operator utilization in real time, enhancing transparency and enabling data-driven decision-making. This technology also lays the groundwork for future integration of on-demand services alongside fixed routes.

Engagement: HOA briefings, schools, multilingual rider guides.

ProKel implemented a comprehensive community engagement program that included HOA briefings, school partnerships, and multilingual rider guides in English, Spanish, and Creole. Pop-up events, workshops, and direct rider outreach strengthened public trust and awareness. These efforts not only increased ridership but also created a replicable model for community-first transit engagement that can be applied across other service areas.

Case Study: North Miami Beach – Long-Term Sustainability



Took over five (5) routes in 2020 (4k monthly riders).

In 2020, ProKel Mobility assumed operations of five (5) North Miami Beach routes, serving approximately 4,000 riders per month at the time. The system faced aging infrastructure, inconsistent service, and low rider satisfaction. Leveraging our proven operational model, we prioritized workforce stabilization, route efficiency, and customer engagement to enhance reliability immediately. This foundation set the stage for long-term system sustainability and future growth.



Headway optimization → reduced round-trip times from two (2) hours to 45 minutes.

ProKel conducted a detailed analysis of boarding and alighting patterns to streamline stop sequences and optimize headways. By adjusting schedules and consolidating stops, we reduced round-trip travel times from two (2) hours to just 45 minutes on core routes. These improvements increased service frequency, reduced wait times, and enhanced operational efficiency, ultimately benefiting both riders and the city's resources.



Ridership now 10k monthly (20-year high).

Through strategic route optimization, targeted community outreach, and enhanced customer experience, monthly ridership grew from 4,000 to 10,000—a 20-year high. This growth reflects the success of data-driven operational changes and consistent service quality, validating ProKel's holistic approach to public transit management. The community-first initiatives, including workshops and multilingual rider guides, directly contributed to increased adoption and rider satisfaction.



Tech modernization + service redesign in 2025: electric microtransit and multimodal integration.

In 2025, ProKel introduced technology-driven solutions and service redesign, including electric microtransit for low-demand areas and multimodal integration with regional transit. The RideKel platform offers real-time tracking, dynamic routing, and operational dashboards, allowing both riders and city staff to interact with the system efficiently. These upgrades modernized the

network, increased accessibility, and supported environmentally sustainable, future-ready transit options.

Workforce Excellence: Proven by the Numbers



MARTA paratransit launch (2023).

In December 2023, ProKel Mobility launched its paratransit services for the Metropolitan Atlanta Rapid Transit Authority (MARTA), bringing safe, reliable, and fully managed transit operations to the region. The initiative leveraged ProKel's turnkey model, integrating staffing, fleet management, and technology to ensure seamless service from day one. Our Georgia-based leadership worked hand-in-hand with MARTA to align operations with community needs and regulatory standards. This launch demonstrates our ability to implement complex transit programs efficiently while maintaining high-quality service.



The Workforce Office received over 4,000 applications in one week and maintains the capacity to hire more than 100 operators daily.

ProKel established a Georgia-based Workforce Development Office to rapidly recruit, train, and deploy transit professionals. In a single week, hiring events generated over 4,000 applications, showcasing our ability to attract top talent at scale. The office is equipped to onboard more than 100 operators per day, ensuring full staffing and operational resilience. This infrastructure supports both immediate launch needs and long-term sustainability of transit services.



Celebrity recruitment campaigns.

To enhance visibility and attract high-quality candidates, ProKel partnered with NFL athletes and public figures in celebrity-driven recruitment campaigns. These initiatives boosted community awareness, generated excitement around employment opportunities, and positioned ProKel as an employer of choice in Georgia. The campaigns complemented our high-volume hiring events, ensuring a strong and motivated workforce.



Retention >95%, turnover <6%

Through a supportive workplace culture, structured training, and performance incentives, ProKel has achieved industry-leading retention rates, exceeding 95%, with turnover rates under 6%. This stability ensures consistent service delivery and eliminates operational disruptions caused by workforce gaps. Our retention success highlights the effectiveness of ProKel's workforce development model across multiple states and transit systems.



Workforce differentiator: rapid stabilization for staffing.

ProKel's proven workforce model is a key differentiator, enabling rapid stabilization and full staffing for new contracts, including potential operations. By combining high-volume recruitment,

accelerated onboarding, and structured retention programs, we can rapidly deploy a trained and motivated workforce.

By implementing these same practices in ProKel will ensure uninterrupted service from the start and positions Oakland Park to benefit from a sustainable, high-performing transit team.

Technology Enhancements

- **RideKel multimodal platform: real-time AVL tracking, rider alerts, trip planning, multilingual ADA-compliant interface.**

ProKel's RideKel platform will modernize Oakland Park transit with real-time vehicle tracking, automated rider notifications, and an intuitive multilingual interface. It supports ADA compliance and empowers riders to plan trips efficiently across modes.



- **Dashboards: Performance Monitoring for City Staff.**

City staff gain access to operational dashboards that monitor OTP, ridership, and fleet utilization in real-time, improving management and oversight.

- **GTFS integration: visible on Google Maps + County trip planners.**

Public-facing GTFS feeds ensure routes are accessible via Google Maps and County trip planners, increasing discoverability and convenience.

- **Scalable to microtransit and EV fleet.**

The platform is future-ready and capable of integrating on-demand electric microtransit and sustainable fleet options as Oakland Park expands its service offerings. ProKel Mobility revolutionizes transit systems by integrating cutting-edge technology, profoundly enhancing the rider experience and agency oversight. The deployment of ProKel's proprietary rider platform offers essential features, including real-time arrival and vehicle tracking, as well as rider alerts, seamlessly connecting local services with regional transit options.

Introduced ProKel's multimodal rider platform with **real-time tracking, rider alerts, and performance dashboards.**

Equipped City staff with tools to **monitor ridership, OTP, and operator utilization in real time**.

Created a foundation for **future multimodal integration**, building upon the model launched in North Miami Beach that unites fixed-route and on-demand services.

Community Engagement Plan

- **Multilingual rider guides (English and Spanish).**

ProKel engages residents with multilingual rider guides, pop-up events, and educational workshops to improve awareness and usability of transit services.

- **HOA, senior centers, school partnerships.**

Partnerships with local organizations create strong community connections, driving ridership and increasing trust in the transit system.

- **Pop-up events, ambassadors, "How to Ride" workshops.**

Interactive programs educate riders, provide hands-on guidance, and encourage first-time transit users to adopt public transportation.

- **Proven results: Coral Springs ridership +34%; NMB ridership tripled**

These strategies have consistently produced measurable ridership growth in ProKel's Florida operations, demonstrating the effectiveness of community-focused engagement. **ProKel's approach emphasizes transparency, education, and accessibility:**

- ★ **Multilingual communications in English, Spanish, and Haitian Creole**
- ★ **Pre-launch community meetings and workshops ahead of service changes**
- ★ **Ensuring no rider is left behind—all destinations remain accessible via either fixed-route or on-demand service**





Workforce Development & Personnel

- **KelHire staffing platform: rapid onboarding, retention programs, CDL reimbursement.**

ProKel's KelHire platform ensures rapid onboarding and retention of qualified operators, with CDL reimbursement and structured incentive programs supporting workforce stability.

- **Local hires prioritized.**

ProKel emphasizes local recruitment to strengthen community ties and ensure staff are invested in the neighborhoods they serve.

- **An incentive-driven culture ensures stability.**

Retention rates above 95% and turnover under 6% reflect a culture that rewards performance and fosters long-term workforce commitment.

- **Leadership: CEO Kelly Gonzalez Jr., COO Ed Carrion, SVP Business Development, Logan McLeod, SVP of Operations Justin Cayless**

Experienced leadership brings over 200 years of combined transit management expertise, ensuring Oakland Park operations benefit from national-level guidance and local accountability. The ProKel Mobilities team overview is provided in the "*Who We Are" section*.

Vehicle Maintenance & Operations

- **Preventive maintenance program, >95% vehicle availability.**

ProKel maintains a robust preventive maintenance program, ensuring vehicle availability consistently exceeds 95% and minimizing service disruptions.

- **Local Broward facility + mobile units.**

Proximity to a local facility and mobile support units ensures rapid response for repairs and routine maintenance.

- **ADA/FTA/14-90 compliance.**

All vehicles and stops comply with federal accessibility regulations, ensuring equitable service for all passengers.

- **DVIR pre/post inspections.**

Daily vehicle inspections safeguard safety, operational readiness, and service reliability.

- **Backup vehicles staged.**

Contingency vehicles are always available to prevent missed trips in case of mechanical issues.

- **Event transport capability: ADA vans, charter buses.**



ProKel provides flexible event transportation with ADA-compliant vans and charter buses for large-scale community events. ProKel can provide additional vehicles in the event a vehicle is taken out of service, ensuring no

disruption to scheduled service. Our fleet includes ADA-accessible backup vehicles to ensure equitable service for all riders. ProKel has demonstrated its ability to respond quickly and effectively in similar contracts, **including the Coral Springs Community Shuttle, where we achieved 100% staffing and eliminated missed trips.** This readiness ensures passengers can rely on safe, accessible, and uninterrupted service.

ProKel Mobility has **over ten (10) vehicles dedicated for backup** that, at any time, could be put into service. **ProKel Mobility has never missed an hour or a day of service in over 10 years due to a lack of backup vehicles.**

Additionally, ProKel Mobility has **over 100 drivers employed in the South Florida metropolitan area,** which can assist with the expansion and implementation of new services.

Future Services: Multimodal Integration

- **On-demand electric microtransit zones.**

ProKel introduces scalable electric microtransit zones to complement fixed-route services, improving coverage and efficiency in lower-demand areas.

- **Integration into the RideKel platform alongside the fixed-route.**

All services are integrated into the RideKel platform for seamless trip planning and real-time operational oversight.

- **EV/sustainable fleet adoption.**

Future fleet expansions prioritize electric and sustainable vehicles, reducing environmental impact.

- **Regional coordination: Oakland Park, BCT, Tri-Rail.**

ProKel's innovative transit model drives dynamic regional coordination among Oakland Park, Broward County Transit (BCT), and Tri-Rail, strengthening connectivity and multimodal integration throughout Oakland Park and its surrounding communities. By actively prioritizing efficiency, accessibility, and rider satisfaction, ProKel aligns with South Florida's regional mobility goals through the following initiatives:

Multimodal Integration: ProKel is actively launching an all-in-one rider application that seamlessly integrates its fixed-route and on-demand services with Miami-Dade Transit and Broward County Transit. This cutting-edge platform empowers riders to plan journeys effortlessly across multiple transit networks, delivering a unified and streamlined travel experience.

Community Outreach: ProKel engages diverse communities through multilingual public education campaigns, hosts interactive "App 101" workshops, and distributes accessible, user-friendly rider guides. These efforts are equipping residents with the tools and knowledge to confidently adopt and navigate the integrated transit system.

This forward-thinking model sets a precedent for municipal transit networks, fostering robust regional collaboration, enhancing service accessibility, and elevating rider satisfaction while advancing sustainable mobility across South Florida.

Proposed Schedule and Pricing

Proposed Service Schedule and Operating Hours				
Schedule	Total Annual Operating Days	Daily Hours	Routes	Annual Operating Hours
Mon. - Fri.	**260**	**10.5**	**1**	**2,730**

NOTE: *The proposed service schedule and hours of operation are consistent with the ProKel Coral Springs contract, with the* ***exception of no weekend service hours****.*

Proposed ProKel Mobility Year 1 Cost	
Coral Springs Hourly Rate	***$76.75***
Oakland Park Annual Hours	***2,730***
Total Number of Vehicles	**1**
Oakland Park Annual Cost	**$209,527.50**

NOTE: *The proposed service cost reflects the Coral Springs contracted hourly rate of $76.75.*

Conclusion

ProKel Mobility is proud to present a comprehensive proposal to launch the **City of Oakland Park's first Community Shuttle service**—a reliable, equitable, and technology-enabled mobility solution that establishes the foundation for the City's long-term transit future. This new weekday fixed-route service will operate approximately **10.5 hours per day, Monday through Friday**, delivering consistent coverage across Oakland Park's neighborhoods and connecting residents to major destinations, including employment centers, grocery stores, healthcare facilities, schools, and civic spaces.

The service design provides seamless integration with **Broward County Transit (BCT)** routes along **Dixie Highway, Powerline Road, Commercial Boulevard, and Oakland Park Boulevard**, ensuring that every resident gains convenient first-and mile access to regional transit. The network has been strategically structured to maximize connectivity, reduce travel barriers, and promote equitable access for residents who rely on public transportation for their daily mobility.

As Oakland Park's mobility partner, **ProKel Mobility will assume full responsibility for operations, staffing, technology, fleet maintenance, and customer support**, allowing the City to benefit from

a turnkey transit solution with minimal administrative burden. Over time, this foundational service can be expanded to include **additional vehicles or on-demand microtransit overlays**, creating a flexible, scalable network that evolves alongside community needs and future funding opportunities.

Benefits

- **Enhanced Rider Experience:** Frequent, predictable service and real-time tracking through RideKel deliver shorter wait times, transparent schedules, and increased rider confidence.
- **Service Adoption and High Utilization:** Consistent weekday coverage encourages adoption and supports residents who rely on public transportation for daily commutes, education, and essential trips.
- **Multimodal Connectivity:** Integration with overlapping BCT routes ensures convenient transfers and regional trip planning through the RideKel platform, connecting riders seamlessly across the county's network.
- **Equitable Community Access:** The route alignment prioritizes neighborhoods and populations with limited mobility options, ensuring that seniors, students, and low-income residents gain dependable access to employment, healthcare, and community resources.
- **Local Workforce and Economic Investment:** ProKel's KelHire workforce program ensures local recruitment, comprehensive driver training, and fully staffed operations within 30 days of contract signing. With a 95% driver retention rate and ongoing workforce development opportunities, this service directly strengthens Oakland Park's local economy.
- **Operational Excellence and Reliability:** ProKel will manage all fleet operations, maintenance, and dispatch, ensuring maximum vehicle uptime and minimal service disruption. Preventive maintenance protocols and spare vehicle availability guarantee continuity of service for Oakland Park riders.
- **Future Scalability and Innovation:** The new fixed-route service is intentionally designed with future growth in mind. As the City's needs evolve, ProKel can seamlessly integrate on-demand microtransit zones or additional vehicles to expand coverage and improve first-last mile connectivity.
- **Community Engagement and Awareness:** ProKel will lead a proactive outreach campaign—including multilingual rider materials, local events, and partnerships with schools, HOAs, and community organizations—to ensure residents are informed and ready to ride from day one.

ProKel is ready to deliver a safe, connected, and modern service.

Our proven workforce, technology, and operational model ensure Oakland Park residents benefit from a sustainable, high-quality, and community-centered transit system.

As proposed, ProKel Mobility offers a forward-thinking transportation plan to optimize the City of Oakland Park's mobility offerings. By leveraging proven technologies and rider-centric strategies, our plan aims to:

- Enhance alternative transit mode utilization.
- Optimize all transportation resources, especially outside traditional fixed-route systems.
- Deliver a modern, reliable, and safe mobility experience.

The Coral Springs current service turnaround reinforces ProKel Mobility's ability to **transform community transit systems** with:



Why ProKel Mobility

ProKel Mobility brings unmatched experience and proven results from similar South Florida partnerships, where our approach to service design, technology integration, and community engagement has produced measurable ridership growth and operational excellence. Our **RideKel platform** offers real-time tracking, multimodal trip planning, and data analytics, empowering both riders and City staff with reliable information and actionable insights.

Our company culture is built on partnership, transparency, and performance. We don't just operate transit systems—we help cities build **trusted, community-driven mobility networks** that improve quality of life, stimulate economic activity, and foster social connection.

A Partnership for Oakland Park's Future

By partnering with ProKel Mobility, the **City of Oakland Park** will introduce a safe, connected, and forward-thinking public transportation system that reflects its values of equity, innovation, and sustainability. Together, we will deliver a **turnkey weekday Community Shuttle service** that not only meets the needs of today's residents but also prepares the City for the evolving mobility landscape of tomorrow.

ProKel stands ready to deliver this transformative service—combining operational reliability, rider-focused technology, and deep community engagement—to ensure Oakland Park's new Community Shuttle becomes a lasting source of pride, accessibility, and progress for the entire city.









Recommendation Letters

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
801 NW 33rd Street | Pompano Beach, Florida 33064 | P 954-942-7245 | F 954-788-7961 | www.sfrta.fl.gov

September 30, 2025

City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

RE: LETTER OF RECOMMENDATION

To Whom It May Concern:

It is my privilege to provide this letter of recommendation on behalf of the South Florida Regional Transportation Authority (SFRTA), recognizing the outstanding work of ProKel Mobility in the operation of our Tri-Rail Commuter Bus services.

As the agency responsible for the Tri-Rail commuter rail system serving Miami-Dade, Broward, and Palm Beach counties, SFRTA relies on strategic operating partners to ensure seamless, safe, and efficient first- and last-mile connectivity for our riders. ProKel has been a critical partner in this mission, most notably through their management of the Fort Lauderdale-Hollywood International Airport (FLL) shuttle connection and related commuter bus services.

Since assuming these responsibilities, ProKel has consistently demonstrated exceptional reliability, responsiveness, and innovation. They have maintained superior on-time performance, upheld rigorous safety and maintenance standards, and ensured a high-quality rider experience. Just as importantly, they have proven to be flexible and proactive—working collaboratively with SFRTA staff to address operational challenges, adjust service to evolving rider needs, and go above and beyond the requirements of their contract.

Through their efforts, ProKel has enhanced regional connectivity by making it easier for thousands of South Florida residents, commuters, and visitors to access Tri-Rail services. Their ability to align operations with SFRTA's broader multimodal transit objectives has directly contributed to improved customer satisfaction, increased ridership, and stronger community confidence in our services.

In every respect, ProKel has proven to be a trusted, results-driven operator that shares our commitment to safe, efficient, and customer-focused public transportation. I have no hesitation in recommending ProKel Mobility as a highly capable and dependable service provider for any transit operation.

Sincerely,

David W. Dech
Executive Director

GOVERNING BOARD: Steven C. Braun | Albert J. Cacace | J.C. de Dna | Commissioner Lamar P. Fisher | Carlos A. Penin | Commissioner Raquel A. Regalado | James A. Scott | Hal R. Valeche | Robert C. L. Vaughan | Commissioner Marci Woodward | EXECUTIVE DIRECTOR: David W. Dech

City of North Miami Beach, Florida

OFFICE OF THE CITY MANAGER

Wednesday, September 30, 2025

To Whom It May Concern:

On behalf of the City of North Miami Beach, I am pleased to provide this letter of recommendation recognizing the excellent service provided by ProKel Mobility in the operation of our community trolley system.

Since assuming operations in 2020, ProKel has consistently elevated the quality and reliability of our bus shuttle trolley network. They have brought a forward-thinking approach to operations, combining strong day-to-day management with innovative service enhancements that reflect our community's needs. ProKel's commitment to rider experience, safety, and customer care has been evident in every aspect of their work.

Most recently, ProKel has partnered with the City to introduce a series of high-level improvements designed to modernize our system and strengthen regional mobility. These enhancements include the introduction of a modernized fleet, the thoughtful transition of low-demand service areas to more flexible on-demand service zones, and the integration of our trolley system with surrounding regional transit providers, including Miami-Dade Transit and Tri-Rail, through an all-in-one rider app. In addition, ProKel has conducted extensive community outreach—meeting riders where they are with multilingual education campaigns and workshops to ensure every resident remains connected.

These initiatives, coupled with ProKel's proven operational expertise, have positioned **North Miami Beach as a leader in innovative municipal transit. Riders now enjoy more** consistent service, seamless connectivity with Miami-Dade Transit and Tri-Rail, and improved access to safe, sustainable, and user-friendly transportation options. The City of North Miami Beach is proud to call ProKel Mobility a trusted partner. Their dedication, professionalism, and ability to deliver beyond expectations make them uniquely qualified to operate and enhance community-based transit systems.

Sincerely,

Frandley DeFilie, Ph.D.
City of North Miami Beach
Office of the City Manager
Senior Management Analyst

17051 NE 19th Avenue • North Miami Beach, Florida 33162 • (305) 948-2900 www.citynmb.com

To whom it may concern:

I am pleased to provide this letter of reference for **ProKel**, our trusted ADA shuttle provider, for all major events at **Hard Rock Stadium**. Over the years, ProKel has consistently demonstrated exceptional reliability, professionalism, and dedication to service.

ProKel plays a vital role in ensuring accessible transportation for guests attending a wide range of events, including:

- **Miami Dolphins Football**
- **University of Miami Football**
- **Miami Open Tennis**
- **Formula 1 Miami Grand Prix**
- **Concerts and international soccer matches**
- **FIFA Club World Cup**

Their team is thoroughly trained on all shuttle routes and event logistics, ensuring smooth and efficient operations even during high-traffic, high-attendance events. They are proactive in communication, responsive to last-minute changes, and always prioritize the safety and comfort of our guests with disabilities.

We value ProKel as a key partner in our commitment to accessibility and guest experience. I highly recommend their services to any organization seeking a dependable and professional ADA transportation provider.

Sincerely,

Merrell Higer
Miami Dolphins
Senior Director, Parking
Hard Rock Stadium
347 Don Shula Drive
Miami Gardens, FL 33056
P: (305) 943-6690

July 17, 2026

VIA EMAIL

Claudelle Rose, Program Manager
Engineering and Community Development
City of Oakland Park
1100 Park Lane East, 5th Floor
Oakland Park, Florida 33334

Re: Authorization and Consent to Piggyback City of Coral Springs RFP 24-B-074

Dear Ms. Rose:

ProTransportation Inc. d/b/a ProKel Mobility ("ProKel Mobility") hereby authorizes and consents to the City of Oakland Park's use of, and piggybacking upon, the Agreement between the City of Coral Springs and ProTransportation Inc. d/b/a ProKel Mobility for Local Intra-City Bus Transportation Services, resulting from RFP 24-B-074 and dated February 21, 2024 (the "Coral Springs Agreement").

ProKel Mobility agrees to extend to the City of Oakland Park the same base unit price of Seventy-Six Dollars and Seventy-Five Cents ($76.75) per revenue/service hour and the same material terms and conditions for substantially similar community shuttle services. The parties may adapt the incorporated terms solely as necessary to identify Oakland Park, establish Oakland Park's route, schedule, annual service hours, funding and administrative contacts, satisfy Oakland Park's insurance and statutory requirements, and document the parties' mutually approved local scope.

This consent is subject to execution of a separate agreement between the City of Oakland Park and ProKel Mobility. It does not amend the Coral Springs Agreement, create any obligation for the City of Coral Springs, or authorize a transfer or assignment of Coral Springs' rights or obligations.

The current Coral Springs Agreement expires February 28, 2027 and provides for one additional three-year renewal term. Accordingly, the proposed Oakland Park agreement may run concurrently through February 28, 2027 and may be renewed for one additional three-year term only if the Coral Springs Agreement is renewed and Oakland Park and ProKel Mobility approve the renewal in writing, subject to available funding.

ProKel Mobility appreciates the opportunity to partner with the City of Oakland Park and stands ready to finalize the agreement and begin implementation of the City's Community Shuttle service.

Sincerely,

Kelly Gonzalez, Jr.
Founder & Chief Executive Officer
ProTransportation Inc. d/b/a ProKel Mobility
10 Fairway DR | Deerfield Beach, FL 33441
kelly@prokelmobility.com | (561) 506-5721 | prokelmobility.com

AGREEMENT
to
UTILIZE LEAD AGENCY CONTRACT
for
INTRA-CITY BUS TRANSPORTATION SERVICES

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 20____, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 1100 Park Lane East, Oakland Park, Florida 33334 ("**City)**",

and

PROTRANSPORTATION, INC D/B/A PROKEL MOBILITY, duly authorized to conduct business in the State of Florida, whose principal address is 1200 North Federal Highway, Suite 200 Boca Raton, Florida 33432, hereinafter **"CONTRACTOR,"**

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide **Intra-City Bus Transportation Services**; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of **Bid No. 24-B-074** between **City of Coral Springs (Lead Agency**) and the CONTRACTOR for **Intra-City Bus Transportation Services**. The Lead Agency's contract is attached hereto as "**Exhibit A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this Agreement to the Lead Agency's contract set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Lead Agency's contract; and

WHEREAS, the City desires to retain the services of CONTRACTOR by utilizing the Lead Agency's contract; and the City has reviewed the scope of services of the competitively bid solicitation and has determined that it can be used by the City; and,

WHEREAS, the Lead Agency's initial contract period is three (3) years for the period February 21, 2024, through February 28, 2027, with one (1) additional three (3) year renewal options; and,

WHEREAS, Protransportation, Inc d/b/a Prokel Mobility has provided the attached proposal which is incorporated herein as **Exhibit "B"**; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the Lead Agency Contract shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Lead Agency award letter, except said Work shall be performed in and for the City**.**

B. Estimates/proposals for Work shall be provided to and accepted by City prior to the commencement of Work.

C. To the extent allowed by §725.08, Florida Statutes, the CONTRACTOR shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

D. CONTRACTOR shall provide City with proof of insurance and bonding, when applicable, as required by the Lead Agency Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

E. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

F. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

G. The term of this Agreement shall become effective upon the award by the City and shall terminate upon expiration of the initial term on **February 28, 2027**, at which time one (1) additional 3-year renewal option will remain.

H. In the event delivery is scheduled to end because of the expiration of this contract, CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not exceed 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when the extension clause is invoked by the City.

Section 3. In all other respects, the terms and conditions of the Lead Agency award letter are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

RENEE SHROUT, CITY CLERK
CITY OF OAKLAND PARK
1100 Park Lane East, 5th Floor
OAKLAND PARK, FL 33334
RENEES@OAKLANDPARKFL.GOV
954-630-4298

Section 5. **Scrutinized Companies.**

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: David Hebert, City Manager
City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334

Copy to: Donald J. Doody, City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Protransportation Inc.d/b/a Prokel Mobility
1200 North Federal Highway, Suite 200
Boca Raton, Florida 33432,

Section 8. **Severability**. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. **E-verify**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Oakland Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 11. **Public Entity Crimes**. Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk

CITY OF OAKLAND PARK:

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

By: _____

CONTRACTOR:
Protransportation Inc.
d/b/a Prokel Mobility

By: _____

Title: CEO

STATE: FLORIDA
COUNTY: MIAMI-DADE

Sworn to (or affirmed) and subscribed before me this 23rd day of July, 20 26, by: Kelly Gonzalez, Jr.
Name of Person Making Statement

VALERIE L BURTS
Notary Public - State of Florida
Commission # HH 509032
My Comm. Expires Apr 24, 2028
Bonded through National Notary Assn.

Signature of Notary Public

Valerie L Burts
Name of Notary Public (Typed, Printed, Stamped)

Personally Known: ✓ OR Identification Produced: _____

Type of Identification Produced: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 23, 2026

Signed: Kelly Gonzalez Jr.

Entity: Protransportation, Inc. dba ProKel Mobility

Name: Kelly Gonzalez, Jr

Title: CEO

State of Florida
County of Miami-Dade

On this 23rd day of July, 2026, before me, the undersigned Notary Public, personally appeared Kelly Gonzalez, Jr [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public, State of Florida

Valerie L Burts
(Print Name of Notary)

Commission Number: HH 509032

My Commission Expires: April 24, 2028

VALERIE L BURTS
Notary Public - State of Florida
Commission # HH 509032
My Comm. Expires Apr 24, 2028
Bonded through National Notary Assn.

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** Kelly Gonzalez, Jr, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** CEO of **(Business Name)** Protransportation, Inc. dba ProKel Mobility which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled _____, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 23rd day of July, 2026.

BY: Kelly Gonzalez Jr.
Signature of Affiant

Kelly Gonzalez, Jr
Printed Name

VALERIE L BURTS
Notary Public - State of Florida
Commission # HH 509032
My Comm. Expires Apr 24, 2028
Bonded through National Notary Assn.

State of Florida
County of Miami-Dade

On this 23rd day of July, 2026, before me, the undersigned Notary Public, personally appeared Kelly Gonzalez, Jr [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public, State of Florida
(Print Name of Notary) Valerie L Burts

Commission Number: HH 509032
My Commission Expires: April 24, 2028

"EXHIBIT A"

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND PROTRANSPORTATION INC., D/B/A PROKEL MOBILITY, FOR LOCAL INTRA-CITY BUS TRANSPORTATION SERVICES

THIS AGREEMENT, made and entered into the 21 day of February, 2024 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

PROTRANSPORTATION INC.
d/b/a Prokel Mobility
a Florida profit corporation
1200 North Federal Highway, Suite 200
Boca Raton, Florida 33432
(hereinafter "CONTRACTOR")

WHEREAS, CITY issued a Request for Proposal No. 24-B-074 on December 6, 2023 for Local Intra-City Bus Transportation; and

WHEREAS, CITY has determined that it would be in the public interest to provide quick and convenient public transit services to the residents of Coral Springs for specified routes within the City; and

WHEREAS, CITY established a selection committee to review and interview proposers (hereinafter "Selection Committee"); and

WHEREAS, after review by the Selection Committee and interviewing firms, staff recommended CONTRACTOR for the operation of the transportation service; and

WHEREAS, the City Commission concurs with the staff recommendation and finds it to be in the best interest of the citizens of the City of Coral Springs,

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

SERVICES TO BE PROVIDED

1.1 **Scope of Services.** CONTRACTOR shall provide transportation services as described in the Scope of Services, attached hereto and incorporated herein, as Exhibit "A." The Scope of Services may be amended from time to time by CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes and schedules in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.2 **Routes.** CONTRACTOR shall provide transportation services along the routes described in Exhibit "B." The routes may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.3 **Hours of Operation.** CONTRACTOR shall operate vehicles according to the hours specified in the Scope of Services described in Exhibit "A." The hours of operation may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operation in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.4 **Holidays.** Intra-City transit services will not operate on the following national holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, except as otherwise agreed in writing by the parties and approved by the City Manager or his designee.

1.5 **Vehicles.** Except as herein provided to the contrary, CITY (through the County) shall provide all vehicles. CONTRACTOR shall provide all equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. CONTRACTOR acknowledges that CITY may at any time during the term of this Agreement substitute its own vehicles and/or vehicles provided by Broward County ("County") rather than use the vehicles to be provided by CONTRACTOR pursuant to this Agreement.

a. **Number of Vehicles.** CITY (through the County) shall be solely responsible for providing a sufficient number of vehicles, but not less than two (2) vehicles, to perform the terms of this Agreement. Such vehicles shall have seating capacity for at least twenty (20) passengers (minimum of 16 with wheelchair passengers). Any additional vehicles CITY deems necessary to provide backup service shall be

placed into service within thirty minutes in the event that one or more vehicles is out-of-service. CONTRACTOR acknowledges and agrees that the obligation to provide a sufficient number of vehicles contemplates that the number of vehicles required to effectuate the intent of this Agreement may increase over the term of the Agreement.

b. **Equipping of Vehicles.**

1. All vehicles shall conform to the standards required by the Americans with Disabilities Act (ADA).
2. All vehicles shall be equipped with two-way communications.
3. All vehicles shall be equipped with heating and air conditioning systems that are fully operative every day the vehicles are in service. Air conditioning systems shall maintain the interior temperature of the vehicle(s) at sixty eight (68) to seventy two (72) degrees Fahrenheit within sixty (60) seconds of closing the vehicle(s) doors with passengers on board, regardless of the outside temperature.
4. All vehicles shall have spaces in the interior for displaying transit system route schedules and promotional announcements.
5. All vehicles shall be equipped with an AM/FM radio.

c. **Maintenance of Vehicles.**

1. CONTRACTOR shall perform daily cleaning of the vehicles prior to beginning Community Bus Service each day as follows:

    i. Exterior wash
    ii. Interior windows cleaned
    iii. Mopping of non-carpeted floors with clean water and appropriate cleaning solution
    iv. Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
    v. Vacuuming of upholstered seats
    vi. Pest control
    vii. Wiping down of all hand rails with clean water and appropriate cleaning solution
    viii. Refuse, newspapers and other recyclable material remaining on board shall become the property of the CONTRACTOR. However, items found that are the belongings of customers shall be maintained and made available consistent with CONTRACTOR's Lost and Found Policy, which policy shall comply with Florida law. CONTRACTOR's Lost and Found Policy must be approved by the Contract Administrator.

2. All vehicles and equipment on the vehicles shall be maintained in fully operable conditions at all times during the term of the Agreement. CONTRACTOR shall cause all components of each vehicle, including its body, frame, furnishing, mechanical, electrical, hydraulic, and other

operating systems to be maintained according to manufacturer's recommendations. CONTRACTOR shall cause any vehicle damaged in an accident or otherwise to be repaired or replaced immediately. CONTRACTOR shall, at its sole cost and expense, provide fuel, lubricants, repairs, parts, and supplies as required for the maintenance and operation of all vehicles.

3. All vehicles shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rules Chapter 14-90, "Minimum Requirement for Transit Coaches and System Equipment," attached hereto and incorporated herein as Exhibit "D." All parts of the vehicles and equipment mounted on or in the vehicles shall conform at a minimum to all applicable federal motor vehicle safety standards.

4. CONTRACTOR shall initiate and maintain an effective safety inspection program.

5. CONTRACTOR shall document maintenance activities and the cost of such maintenance activities for each vehicle utilized for service under this Agreement and provide said document to CITY with monthly invoices.

d. **Appearance of Vehicles.** All CITY vehicles, including back up vehicles, shall be similar in appearance and shall use a color scheme specified by the CITY. Vehicles shall be identified on the front, sides, and rear of the vehicles with signage or logos, including CITY'S logo, as CITY may from time to time specify. CONTRACTOR agrees that throughout the term of this Agreement the BCT logo and the Broward County assigned identification number (detailed in Article 8 herein), which will be provided by CITY, shall be conspicuously displayed on the rear of the vehicles at all times. CONTRACTOR shall assist in the cost of the initial exterior design by providing a $500 stipend per vehicle. Any subsequent design modification shall be at CITY'S sole cost and expense. Any buses used on a temporary basis as replacements for the regular buses must display wording on the exterior of the bus showing the name "City of Coral Springs." This signage may be in the form of a static cling sign.

e. **Inspection of Vehicles.** All vehicles shall be available for inspection by CITY prior to CONTRACTOR placing them in service and at any time thereafter at CITY'S discretion. CITY has the sole discretion to reject temporarily or permanently any vehicle which CITY deems unacceptable for reasons of safety, disrepair or appearance.

f. **Contractor's use of vehicles for non-CITY related events.** CONTRACTOR may use vehicles owned by CONTRACTOR for any non-city related transportation in the event of an emergency, provided that CITY'S logo is covered on all exterior surfaces. CONTRACTOR may use the vehicles owned by

CONTRACTOR for any non-CITY related special events, contracted service or non-emergency usage, provided it has notified CITY at least 15 days prior to such utilization, provided that the CITY's "logo" is covered on all exterior surfaces. In any event, CONTRACTOR'S uses of vehicles for either non-CITY related emergencies or special events shall not, in any way, interfere with CONTRACTOR'S performance of its scope and services hereunder. CONTRACTOR shall hold CITY harmless from damages, loss, expenses, and the like arising from CONTRACTOR'S utilization of the vehicles for non-CITY related events.

1.6 **Drivers.**

a. CONTRACTOR shall obtain a driving and criminal background check for all drivers from the State of Florida Department of Law Enforcement or other sources approved by the Contract Administrator. CONTRACTOR shall require its drivers performing services hereunder to notify CONTRACTOR within twenty four (24) hours of any conviction for any traffic violation (except parking). CONTRACTOR shall not employ a driver to perform Community Bus Service that does not meet the requirements of Florida law.

b. All employees operating a vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

c. CONTRACTOR shall not employ or retain any drivers or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, contains a conviction or plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

1. No more than one (1) moving violation in the last three (3) years*.
2. An at-fault accident in the last three (3) years*.
3. A Failure to Appear or a Failure to Pay in the last three (3) years*.
4. A Reckless Driving in the last seven (7) years*.
5. A Driving Under the Influence (DUI) in the last seven (7) years*. Two (2) convictions (lifetime) for DUI is an automatic disqualification.
6. A suspension in the last three (3) years*. One (1) suspension for PIP permitted.
7. A Manslaughter resulting from the operation of a motor vehicle.
8. A Hit and Run or Hit and Run with Property Damage.
9. A Reckless Driving causing injury.
10. A DUI causing injury.
11. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

* All time periods shall be rolling.

d. CONTRACTOR shall provide current copies of the following records of all employees that operate the vehicle(s) to the CITY. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

1. Driving record
2. Background Verification Record
3. Criminal Background Information
4. INS Employment Eligibility Form I-9

e. CONTRACTOR shall maintain, at all times, an up to date personnel file for each driver, which shall include the verifications of employment referred to above and the employee's driver's license number and expiration date. In addition, CONTRACTOR shall maintain, at all times, a current employment roster of drivers and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CONTRACTOR shall provide the Contract Administrator with each employee's name and driver's license number within five (5) calendar days prior to the onset of Community Bus Service.

f. It shall be CONTRACTOR's responsibility to ensure that all drivers and supervisors performing Community Bus Services comply with the following:

1. Strictly comply with the provisions set forth in this Agreement. In the event that a driver fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CONTRACTOR shall immediately prohibit the employee from operating a vehicle(s) to provide the Community Bus Service.
2. Vehicle(s) shall be operated by properly licensed operators. Drivers must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the vehicle(s) do not contain air-brakes.
3. Provide full utilization of vehicle(s) to disabled passengers.
4. Carry on their person at all times a valid Florida Driver's License for provision of passenger services; Commercial Driver's License Class A, B with a passenger endorsement, or C with passenger endorsements (provided the vehicle(s) do not contain air-brakes) issued by the State of Florida. All drivers shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.
5. Shall not operate any personal wireless communications devices while occupying the driver's seat or operating area.
6. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.
7. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

g. All drivers shall, during the term of the Agreement, possess the following qualifications and adhere to the following standards. CONTRACTOR shall immediately dismiss any driver from performing services under this Agreement if driver fails to maintain said qualifications or standards:

1. Minimum age of drivers shall be 19 years.
2. Drivers shall be capable of speaking, writing and understanding the English language fluently.
3. Drivers shall observe all requirements of the 1987 Federal Motor Vehicle Safety Act.
4. Drivers shall operate the vehicle in a safe and timely manner.
5. Drivers shall be courteous to all passengers and to the general public at all times and shall respond to passenger questions regarding the use of CITY'S Community Bus Services.
6. Drivers shall distribute or collect flyers, handouts, surveys, etc. as CITY may from time to time request.
7. Drivers shall wear clean and presentable uniforms, of any style as CITY may from time to time select, at all times while on duty.
8. Drivers shall not accept gratuities.
9. Drivers shall have a thorough knowledge of the transit system schedules, feeder bus routes and schedules, and major downtown building and activities.
10. Drivers shall assist disabled passengers entering and exiting the vehicles.
11. Drivers shall permit passengers to eat and drink in the vehicles, but drivers shall not permit passengers to smoke or play a radio in the vehicles (unless a passenger is using headphones with the radio).
12. Drivers shall not be convicted of a felony during the term of this Agreement, nor have any prior felony conviction for any violent or sexual offenses.
13. Drivers shall not test positive for illegal or controlled substance on a drug test administered by a responsible testing facility or in cooperation with the CITY'S drug testing program.
14. Drivers must successfully complete the required Operator Training prior to operating any vehicle(s) to provide the Community Bus Service set forth herein. Broward County will schedule and provide the training at no cost to the CONTRACTOR; however, CONTRACTOR shall be responsible for the payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certificate of Completion.
15. Drivers shall be retrained every two (2) years during the term of this Agreement (refresher training) at CONTRACTOR's sole expense.

h. CONTRACTOR shall obtain and provide the Contract Administrator with all required state and local permits and ensure that all drivers are properly licensed for the service which they are providing. CONTRACTOR shall ensure that all drivers meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90, attached hereto and incorporated herein as Exhibit "D."

ARTICLE 2

TERM OF AGREEMENT

This Agreement shall become effective on the date of award and shall terminate on February 28, 2027. CITY reserves the right to renew this Agreement for one (1) additional three (3) year term based upon CONTRACTOR'S acceptable level of performance and approved and available funding.

ARTICLE 3

COMPENSATION

3.1 CITY shall compensate CONTRACTOR at a rate of Seventy-Six Dollars and 75/100 ($76.75) per revenue hour, for each vehicle owned by CITY (through Broward County) o for the provision of services under this Agreement, as well as contracted service beyond the normal scheduled hours of service as described in Exhibits "A" and "B." The contract amount shall not exceed Five Hundred Fifty Thousand Seven Hundred Fifty-Eight Dollars ($550,758.00) per year.

3.2 On or before the fifth of each month, CONTRACTOR shall submit invoices to CITY documenting hours of revenue service provided by CONTRACTOR during the preceding month. CONTRACTOR shall also provide CITY with such additional documentation, which may be requested by CITY (e.g. ridership statistics, fuel usage, and maintenance records). Within forty (40) days of receipt and approval of such invoice, CITY shall compensate CONTRACTOR pursuant to the terms set forth herein. CONTRACTOR agrees to allow CITY to take a $0.50 per hour discount for invoices paid within thirty (30) days from the date of receipt of an invoice.

3.3 In the event that CITY requests CONTRACTOR to provide CITY service on any holiday described in Article 1, Section 1.4 above, CITY shall compensate CONTRACTOR at 1.5 times the hourly rate for hours operated on said days. CONTRACTOR shall submit invoice to: City of Coral Springs, 9500 West Sample Road, Coral Springs, Florida 33065, Attention: Development Services.

ARTICLE 4

PROJECT COORDINATION AND RESPONSIBILITIES

4.1 CITY'S Administrator and coordinator for this Agreement shall be the Director of Parks and Recreation, and CONTRACTOR shall accept instruction, authorization, and approvals from said Director or their designee.

4.2 CONTRACTOR has submitted in writing to CITY the name, address, and contact number of its project coordinator and a list of all personnel who will provide services under this Agreement, which list includes names, positions, and functions. CONTRACTOR shall have a continuing obligation to keep this information current by reporting to CITY on a quarterly basis during the Term of this Agreement.

4.3 CONTRACTOR represents that it has, or will secure, all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this Agreement.

4.4 **Drug and Alcohol Program.**

a. CONTRACTOR agrees to participate in Broward County's drug and alcohol testing program, or establish and implement, subject to the County's review and approval, its own drug and alcohol testing program that complies with 49 C.F.R., Part 655. In addition, CONTRACTOR agrees to produce any documentation necessary to establish its compliance with 49 C.F.R., Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Broward County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R., Part 655 and review the testing process.

b. CONTRACTOR agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the CITY, which certification is included in the CONTRACTOR's proposal attached hereto and incorporated herein as Exhibit "C," that it will have a Drug Free Workplace Program.

c. CONTRACTOR agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to the CITY, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the CITY by a date determined by the Contract Administrator, but no later than February 15th of each year. Additionally, CONTRACTOR shall provide quarterly reports to the CITY summarizing its drug and alcohol testing results and shall

permit the CITY or the Broward County Transit Drug and Alcohol Program Manager to inspect its records during site visits to ensure compliance with program requirements.

4.5 CITY shall print and provide route schedules to CONTRACTOR to be utilized to inform residents and passengers of the service.

ARTICLE 5

RECORDS AND AUDITS

5.1 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

5.2 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.**

5.3 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

ARTICLE 6

REPORTS AND DOCUMENTS

6.1 CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under this Agreement. CONTRACTOR shall provide the records to CITY on a monthly basis in the format approved by CITY.

6.2 CONTRACTOR shall record on a daily basis and report weekly to CITY all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

6.3 CONTRACTOR shall document passenger complaints, and any other actions taken to resolve such complaints and report the same to CITY on a weekly basis.

6.4 CONTRACTOR agrees to allow on-board surveys as may be requested by CITY from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

ARTICLE 7

PRE-SERVICE REQUIREMENTS

7.1 The following items shall be delivered to CITY by CONTRACTOR at least seven (7) days prior to the start of service and are subject to approval by CITY.

7.2 An operation manual for the services which describes all operations procedures and policies, include, but not limited to, the following:

a. Vehicle operating procedures
b. Communications operations procedures
c. Driver conduct
d. Safety procedures
e. Accident procedures
f. Administration and reporting procedures
g. Other operating procedures and policies as required for proper operation of the services:

1. Job descriptions for drivers and administrative personnel
2. Maintenance procedures for all vehicles
3. Training procedures for vehicle drivers

ARTICLE 8

SIGNAGE AND ADVERTISING

8.1 CONTRACTOR shall not place advertisements of any kind or nature on any vehicles without the prior written approval of the Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations as currently enacted or as may be amended from time to time. Additionally, CONTRACTOR, subject to approval of the Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for the Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

8.2 All vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

a. Above or beside the passenger entrance door(s)
b. On the exterior rear of the vehicle

c. On the exterior front of the vehicle
d. On the interior of the vehicle above the front windshield

8.3 Vehicle Route identification information must contrast in color with the background color to which they are affixed.

8.4 Vehicles shall display, at all times, destination signage specific to the route and the direction being operated if direction is applicable. The signage shall fit the opening as provided on the vehicle. An ADA-compliant route identification sign shall be displayed on the curb side of vehicles at all times.

8.5 CONTRACTOR shall maintain all interior signs placed by Broward County.

8.6 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the vehicles at all times.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

INSURANCE

9.1 Prior to commencing work, CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required by this Agreement.

9.2 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

a. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and Homes Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

b. Comprehensive General Liability Insurance with the following minimum limits of liability:

$ 2,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$ 2,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted.

c. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the work with the following minimum limits of liability:

$ 3,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

9.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

9.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

9.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

9.6 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

9.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

9.8 CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

9.9 CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

9.10 Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9.11 INSURANCE REQUIRED BY THE COUNTY.

a. CONTRACTOR shall maintain, at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "E" in accordance with the terms and conditions stated in this Article.

b. Such policies shall be issued by companies authorized to do business in the state of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CONTRACTOR shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

INDEMNIFICATION

9.12 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of CONTRACTOR or his subcontractors, agents,

officers, employees or independent contractors pursuant to or in the performance of the Contract.

9.13 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

9.14 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9.15 INDEMNIFICATION OF COUNTY: CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the County by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from the County, resist and defend such lawsuit or proceeding by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONTRACTOR under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

ARTICLE 10

CHANGES AND MODIFICATIONS

10.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are canceled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understanding between the parties.

10.2 Modifications to this Agreement must be made in the form of a written amendment signed by both CITY and CONTRACTOR.

ARTICLE 11

TERMINATION

TERMINATION FOR CAUSE AND DEFAULT

11.1 In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions in this Agreement, CITY shall give written notice by certified mail, return receipt requested to CONTRACTOR of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case CONTRACTOR shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

TERMINATION FOR CONVENIENCE OF CITY

11.2 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

ARTICLE 12

ASSIGNMENT, TRANSFER, OR SUBCONTRACTING

12.1 CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment, novation, or any other method, without prior written consent of CITY.

12.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY. Said approval by CITY shall not be unreasonably withheld.

12.3 CONTRACTOR is fully responsible to CITY for the acts/or omissions of persons directly employed by CONTRACTOR, as well as the acts and omissions of any subcontractors

and of persons employed by subcontractors or agents of CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY.

ARTICLE 13

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following at the respective places for giving notice, to-wit:

FOR CITY:
Gail Dixon
Purchasing Administrator
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065
Tel.: 954-344-1102
E-mail: gdixon@coralsprings.gov

Copy To:
Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065
Tel.: 954-344-1841
E-mail: rhunter@coralsprings.gov

FOR CONTRACTOR:
Kelly Gonzalez, CEO
Protransportation Inc.
d/b/a Prokel Mobility
1200 North Federal Highway, Suite 200
Boca Raton, Florida 33432
Tel.: (561) 506-5721
Email: kelly@prokelmobility.com

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CONTRACTOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement.

Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Agreement which shall permit the CITY or County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

14.2 To the extent that this project is assisted by the U.S. Department of Transportation funds, CONTRACTOR shall comply with the non-discrimination requirements in 49 C.F.R., Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.

ARTICLE 15

COMPLIANCE WITH LAWS, VENUE AND GOVERNING LAW

15.1 **Compliance with laws.** CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to this Agreement.

15.2 **Venue.** Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

15.3 **Governing law.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.2 The preparation of the Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16.3 CONTRACTOR and CITY agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall be reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations

set forth in this Agreement, the parties declare their intent to cooperate with each other in effecting the terms of this Agreement.

16.4 For the purposes herein, the parties agree that time shall be of the essence of this Agreement and representations and warranties made are all material and of the essence of this Agreement.

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

16.6 No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

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

16.8 All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use may require.

16.9 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16.10 All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference as if set forth in full.

16.11 Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement, independent, and not an employee, agent, or servant of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all time and in all places be subject to CONTRACTOR'S sole supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to CITY shall be that of an independent contractor and not as employees or agents.

16.12 CITY and CONTRACTOR agree to conduct and execute this Agreement in compliance with all-applicable local, state and federal laws, statutes, and regulations.

16.13 Where there is a conflict between any provision set forth within this Agreement and a more stringent state or federal provision, which is applicable to any services performed or to be performed under this Agreement, the state or federal provision, shall prevail.

16.14 **Permits, fees and notices.** CONTRACTOR shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

16.15 **Taxes.** CONTRACTOR shall pay all applicable sales, consumer use and other similar taxes required by law.

16.16 **Insolvency.** In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, the respective party shall notify the other party in writing within ten (10) calendar days of the occurrence of said event.

16.17 **Entire agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

16.18 **Severability.** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

ARTICLE 17

COMPLAINTS

17.1 CONTRACTOR shall display the County's Customer Service Center contact information signs conspicuously on each vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CONTRACTOR shall respond to complaints (excluding Title VI complaints) brought by persons or by the County on its own initiative or otherwise. In the event that complaints regarding CONTRACTOR's Community Bus Service are received by the County's Customer Service Center, the Contract Administrator shall forward the complaint to the CONTRACTOR upon receipt. Upon receipt of any complaint, from whatever source, CONTRACTOR shall conduct the necessary investigation and respond

in writing to each complainant. CONTRACTOR shall forward the results of such investigation and the complaint resolution to the Contract Administrator within three (3) business days.

17.2 CONTRACTOR shall comply with the County's formally adopted Title VI Notice and Complaint procedures. CONTRACTOR shall include the Title VI public notice ("Title VI Notice") on printed timetables, online and at major transfer locations. CONTRACTOR shall display the Title VI Notice conspicuously on each vehicle. In the event that CONTRACTOR shall receive any Title VI complaints the CONTRACTOR shall forward the complaint to the Broward County Transit Division Compliance Manager.

17.3 CONTRACTOR shall submit a monthly report to the Contract Administrator summarizing all complaints received during the past month.

17.4 At the request of the County, CONTRACTOR shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CONTRACTOR as expeditiously as possible.

ARTICLE 18

CONFLICTS

18.1 Neither CONTRACTOR nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

18.2 None of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against the County in any legal or administrative proceeding in which he, she or the CONTRACTOR is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude the CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. The CONTRACTOR shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

ARTICLE 19

MISCELLANEOUS COUNTY PROVISIONS

19.1 CONTRACTOR shall comply with each and every term, condition, duty and obligation imposed on CITY and CITY's Interlocal Agreement with Broward County for Community Bus Service Capital Assistance for Vehicle Lease, dated September 18, 2019, as amended from time to time.

19.2 CONTRACTOR shall comply with the requirements of 49 U.S.C. Section 5333(b) and implementing guidelines, Section 5333(b), Federal Transit Law, 29 C.F.R. Part 215, relating to public transportation employees.

19.3 CONTRACTOR shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

19.4 Should CONTRACTOR provide services involving animals, it shall comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Subchapter A, Parts 1, 2, 3, and 4, relating to protection of animals.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PROTRANSPORTATION INC., d/b/a PROKEL MOBILITY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Feb 6, 2024 09:41 EST)

SHERRY L. WHITACRE
Senior Deputy City Attorney

PROTRANSPORTATION INC.
D/B/A PROKEL MOBILITY

By: _____

Title: CEO

Print Name: KELLY GONZALEZ

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
PROTRANSPORTATION INC.

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Principal Address

1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Changed: 08/25/2015

Mailing Address

1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Changed: 03/02/2016

Registered Agent Name & Address

Goldblatt, Pearl
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Name Changed: 03/27/2017

Address Changed: 03/27/2017

Officer/Director Detail

Name & Address

Title CEO

GONZALEZ , KELLY
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Title President, Secretary

Goldblatt, Pearl
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2021	04/20/2021
2022	02/03/2022
2023	04/02/2023

Document Images

04/02/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
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03/02/2016 -- ANNUAL REPORT	View image in PDF format
07/30/2015 -- Amendment	View image in PDF format
04/30/2015 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Agreement with Protransportation, Inc.

Final Audit Report 2024-02-06

Created:	2024-02-05
By:	Miguel Machuca (mmachuca@coralsprings.gov)
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Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-02-06 - 2:41:17 PM GMT

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Agreement completed.
2024-02-06 - 2:41:19 PM GMT

SCOPE OF SERVICES

RFP 24-B-074
LOCAL INTRA-CITY BUS TRANSPORTATION

SERVICES TO BE PROVIDED

- CONTRACTOR shall provide transportation services along the routes described in maps in exhibit "B". The routes may be amended from time to time at the sole discretion of the CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event the CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate. The City Manager or his designee is hereby authorized to amend the routes from time to time. Said amendment shall be documented in writing and incorporated as a part of an Exhibit.

- CONTRACTOR shall operate vehicles according to the hours specified in the route schedule as identified in Exhibit "B". Normal hours of operation are as follows:

    - Monday thru Friday, 8:00 a.m. to 6:00 p.m.
      Saturday, 8:00 a.m. to 5:00 p.m.
      Sunday, Noon to 5:00 p.m.

  The hours of operations may be amended from time to time at the sole discretion of the CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operations in a manner that does not result in substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate. The City Manager or his designee is hereby authorized to amend the routes from time to time. Said amendment shall be documented in writing and incorporated as a part of Exhibit "B".

- Buses must stop at all major bus stops along the scheduled route. Major bus stops will be determined by the Director of Community Development or their designee. Three (3) complaints by citizens stating the bus did not stop at a major bus stop will be grounds for termination of contract.

- Bus operators must make every effort to maintain the posted route time schedule.

- CONTRACTOR shall provide all vehicles (subject to approval by CITY), equipment, fuel, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. All vehicles to be used must be new or in like-new condition.

- Proposer must meet all requirements of Broward County Transportation Department for buses, drivers, insurance, and all other required reports. This includes yearly inspection of all buses and maintenance records for each bus.

- One bus shall be painted or wrapped in a blue color identifying the bus and the route. The other bus shall be painted or wrapped in a green color identifying the bus and the route.
- Each bus must be air-conditioned and meet all current ADA requirements.
- The buses shall be equipped with two-way communication between buses and supervisory personnel.
- Backup buses must be provided within 30 minutes to replace inoperable buses.
- Seating capacity on each bus will be for 20-30 passengers.
- Maintenance of the buses will be the responsibility of the contractor.
- All buses must be cleaned inside and outside daily.

Project Coordination and Responsibilities:

1. CONTRACTOR represents that it has or will secure all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this agreement.

2. CONTRACTOR shall comply with all applicable requirements of the United States Department of Transportation regulations for drug and alcohol testing. To the extent that any terms of the Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

3. CONTRACTOR shall ensure that all buses meet all requirements of Florida DOT rule Chapter 14.90 (minimum requirements for transit coaches and system equipment).

4. CONTRACTOR shall ensure that all bus operators meet all certification and licensing requirements. All drivers must be able to communicate fluently in English. Uniforms will be required. Drivers are required to attend and successfully complete Broward County's Training Program for drivers in Broward County's Community Shuttle Bus Program or an approved equivalent type of program.

5. Contractor should utilize buses that support alternative fuels as defined by the U.S. Environmental Protection Agency.

6. Contractor to perform additional services as may be required by the City

Reports and Documents:

1. CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under the Agreement. CONTRACTOR shall provide records to the City on a monthly basis in the format prescribed by the City.

2. CONTRACTOR shall record on a daily basis and report weekly to the City all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

3. CONTRACTOR shall document passenger complaints, and any other action taken to resolve such complaints and report the same to City on a weekly basis.

4. CONTRACTOR agrees to allow on-board surveys as may be requested by City from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

5. CONTRACTOR will maintain and supply all required records to the Broward County Transit System

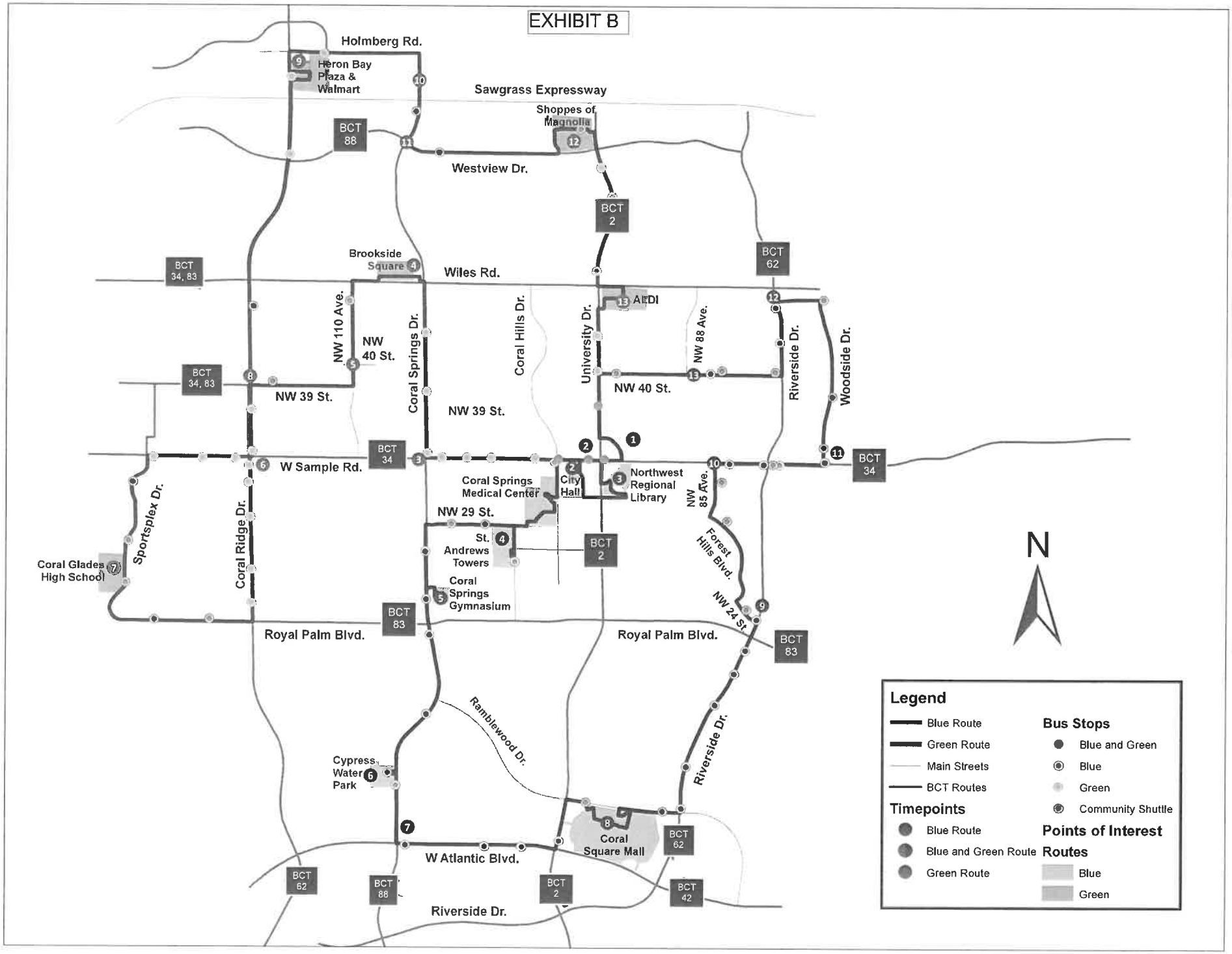
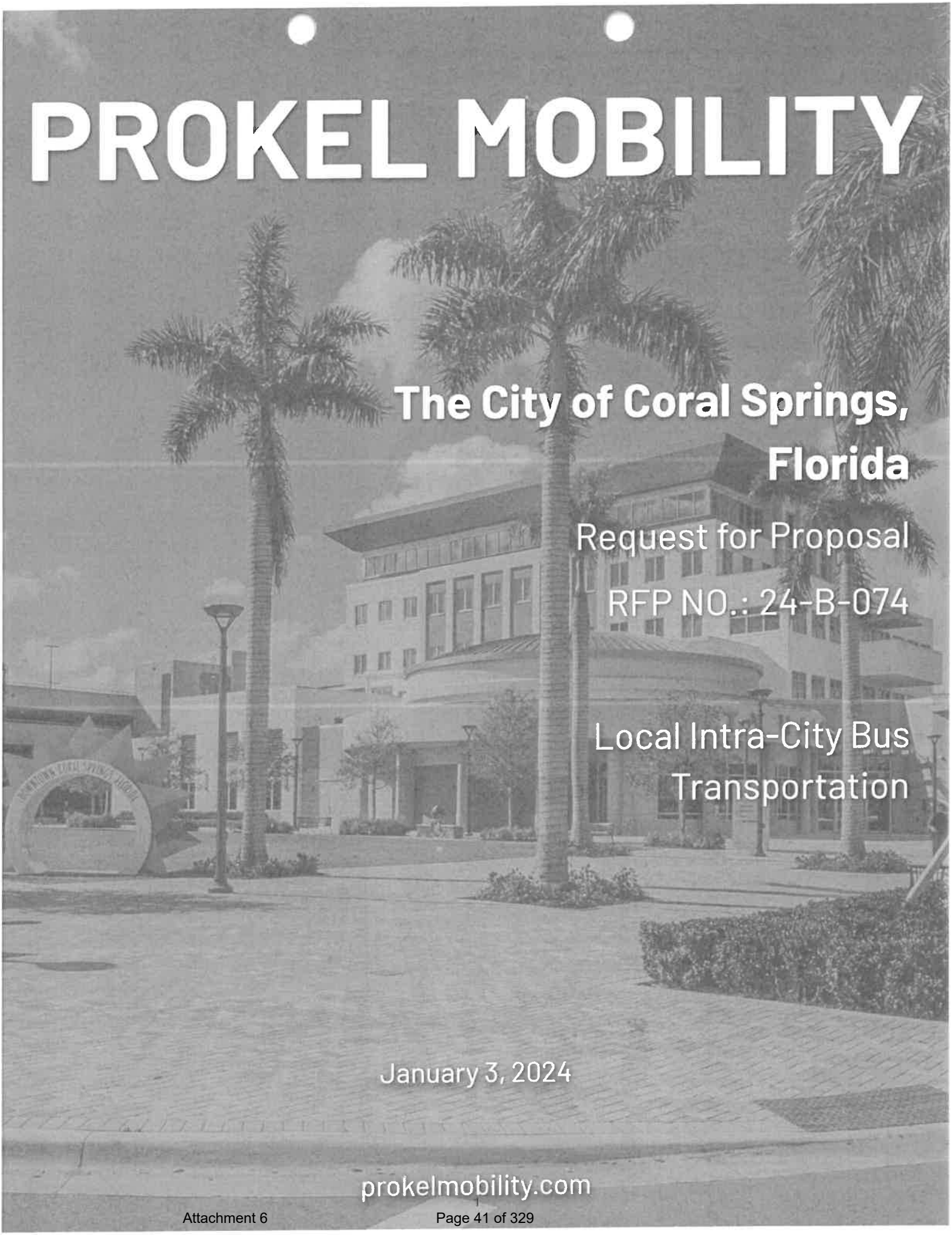


EXHIBIT B
Holmberg Rd.
Heron Bay Plaza & Walmart
Sawgrass Expressway
Shoppes of Magnolia
BCT 88
Westview Dr.
BCT 2
BCT 62
Brookside Square
Wiles Rd.
BCT 34, 83
ALDI
NW 110 Ave.
NW 40 St.
Coral Springs Dr.
Coral Hills Dr.
University Dr.
NW 88 Ave.
Riverside Dr.
Woodside Dr.
BCT 34, 83
NW 39 St.
NW 40 St.
NW 39 St.
BCT 34
W Sample Rd.
Coral Springs Medical Center
City Hall
Northwest Regional Library
NW 85 Ave.
BCT 34
Sportsplex Dr.
Coral Ridge Dr.
NW 29 St.
St. Andrews Towers
BCT 2
Forest Hills Blvd.
Coral Glades High School
Coral Springs Gymnasium
NW 24 St.
BCT 83
Royal Palm Blvd.
Royal Palm Blvd.
BCT 83
N
Ramblewood Dr.
Riverside Dr.
Cypress Water Park
Coral Square Mall
BCT 62
W Atlantic Blvd.
BCT 62
BCT 88
BCT 2
BCT 42
Riverside Dr.
Legend
Blue Route
Green Route
Main Streets
BCT Routes
Timepoints
Blue Route
Blue and Green Route
Green Route
Bus Stops
Blue and Green
Blue
Green
Community Shuttle
Points of Interest
Routes
Blue
Green



PROKEL MOBILITY

The City of Coral Springs, Florida

Request for Proposal

RFP NO.: 24-B-074

Local Intra-City Bus Transportation

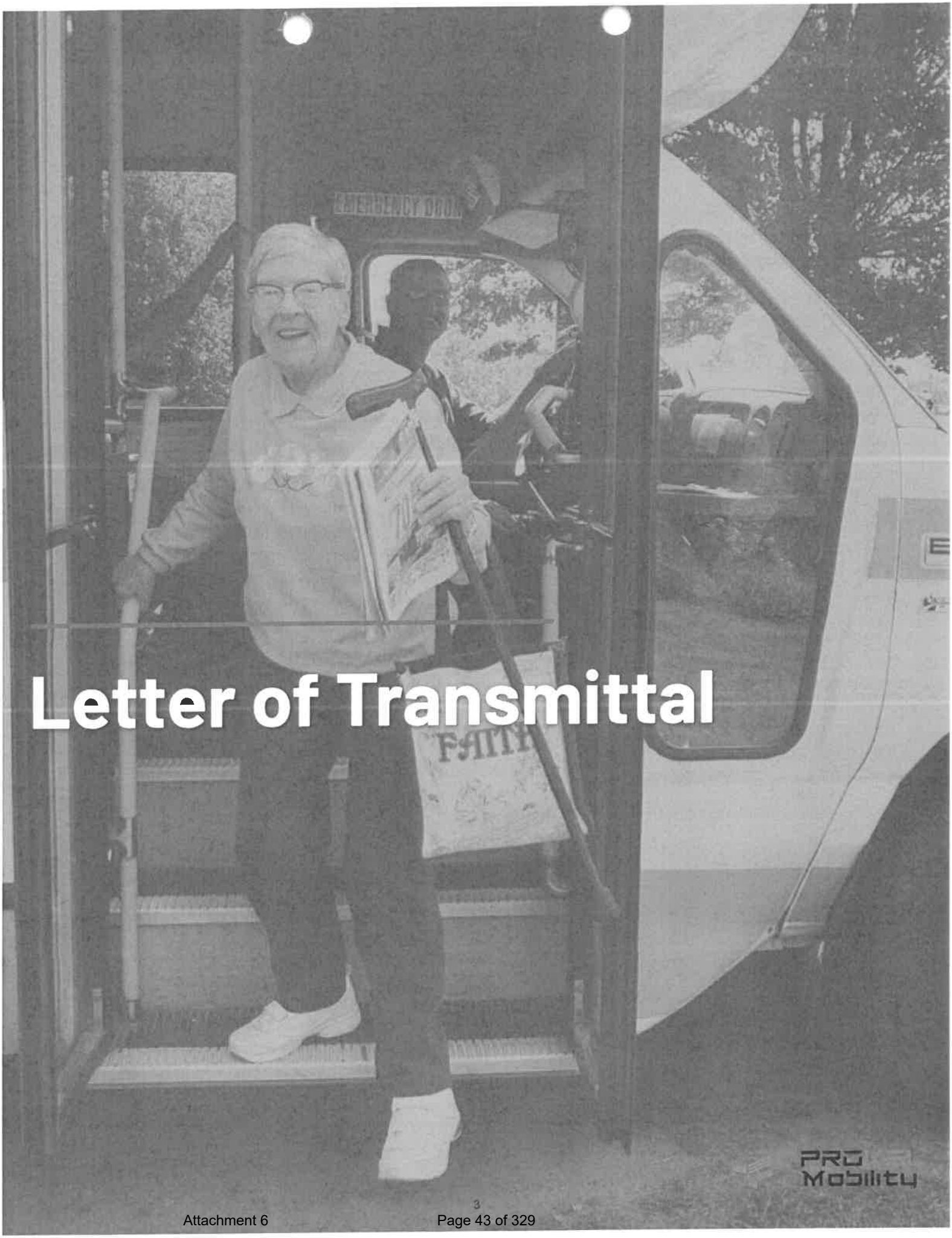
January 3, 2024

prokelmobility.com

TABLE OF CONTENTS

Letter of Transmittal	3
1. Scope of Services Proposed	6
2. Firm Qualifications	52
3. References	80
4. Price Proposal	83
5. Proposal Copies	85
6. Addenda, Additional Information – Contact with City Staff	87
Forms and Attachments	95
Appendices	131
Appendix A: DriveCam Software	132
Appendix B: MobilEye Technology	154
Appendix C: Key Personnel Resumes	161





Letter of Transmittal

Letter of Transmittal

Dear Mr. Miguel Machuca,

Please find the enclosed proposal from ProKel Mobility in response to the City of Coral Springs, Florida's Request For Proposals for Local Intra-City Bus Transportation.

ProKel Mobility stands as a beacon of excellence in the realm of passenger transportation, renowned for delivering unparalleled customer service. With a rich tapestry of experience in safely and efficiently providing transportation services, ProKel embodies a management philosophy deeply rooted in the principles of "People, Partnerships, and Processes." This philosophy is not just a statement but a commitment to excellence, particularly in the public sector. The company's unique approach ensures that services are delivered and implemented to the highest standards, consistently achieving exceptional customer satisfaction. ProKel Mobility's unwavering dedication and commitment to communities and their passengers set them apart as not only capable but the best option for any transportation project.

Regarding the Coral Springs project, ProKel Mobility demonstrates a profound understanding of the city's specific needs. Acknowledging the city's goal to provide efficient intra-city bus transportation services, ProKel's team of transportation planning experts have meticulously tailored their proposal to align seamlessly with the requirements outlined in the RFP. This transportation model showcases ProKel's ability to address the unique challenges and demands of the project. With an eye towards enhancing community connectivity and passenger convenience, ProKel is poised to bring its wealth of experience and dedicated service to the Coral Springs community, ensuring the project not only meets but exceeds the expectations of the city and its residents.

Coral Springs will have the opportunity to partner with The Routing Company ("TRC") to bring TRC's transportation technology and their wealth of experience in transportation innovation to supplement our services. TRC comprises mathematicians, computer scientists, academics, transportation policy/grant advisors and shared ride experts. Members of TRC's team led the deployment of UberPool in over forty (40) locations worldwide and designed and implemented UberBus routes.

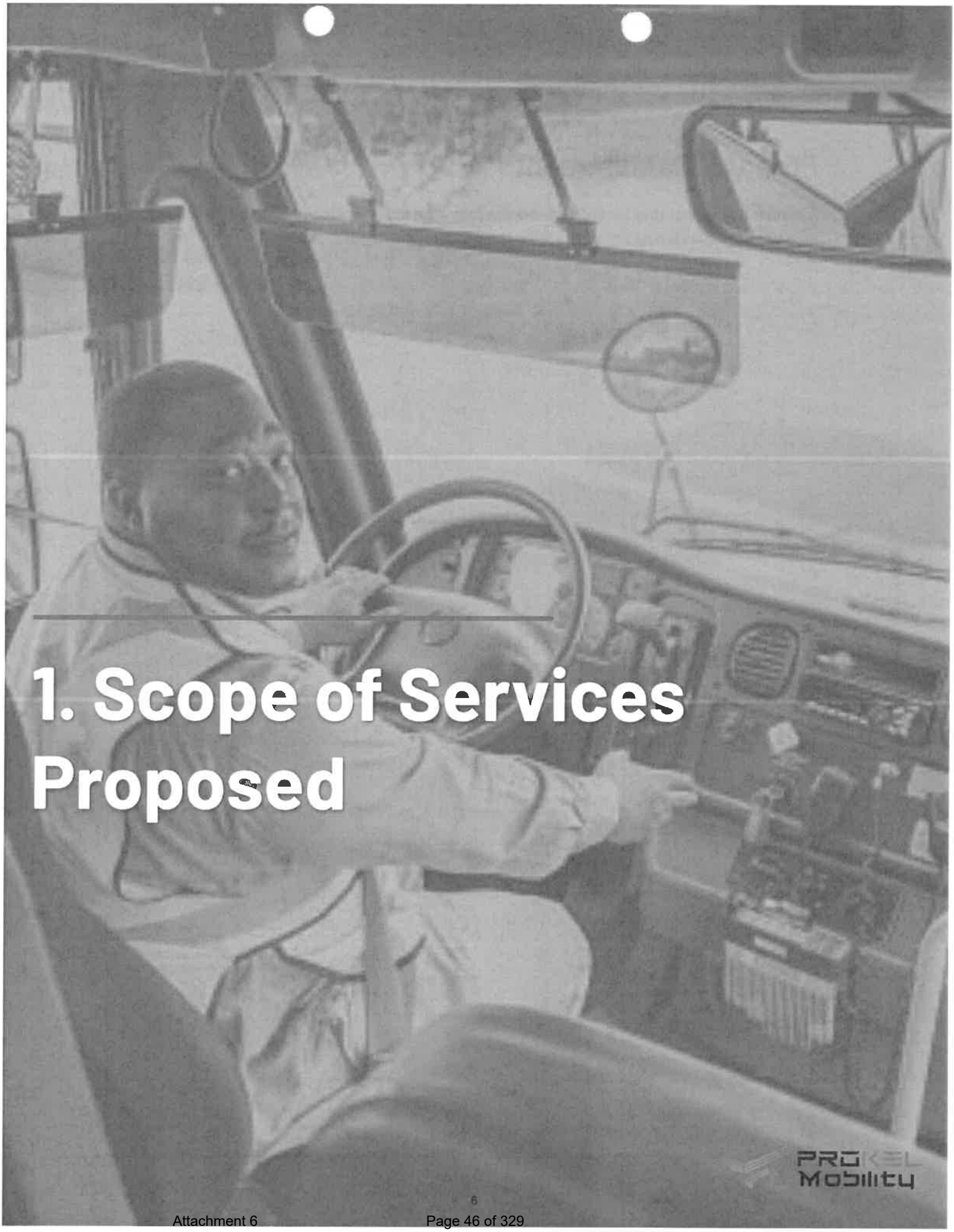
Should you have any questions about our responses or our proposal, please do not hesitate to reach out to me directly by emailing kelly@prokelmobility.com, or by calling 210-904-5082.

Sincerely,

Kelly Gonzalez, Jr.
Chief Executive Officer
ProKel Mobility

Proposal Requirements

Submitted proposal shall be organized in the following order and include all the attached forms as well the requested documents within the solicitation:



1. Scope of Services Proposed

1. Scope of Services Proposed

Clearly describe the scope of services proposed including details of your approach and work plans.

A brief statement is to also be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

ProKel understands the importance of adhering to the requirements outlined in the Inter-Local Agreement between the City of Coral Springs and Broward County and any future updates to this agreement. We acknowledge that this agreement sets forth specific obligations and standards crucial for successfully implementing and operating the bus transportation services. Our team has thoroughly reviewed the contents of Exhibit B, which details the Inter-Local Agreement, and we are fully committed to complying with all its stipulations.

To ensure our adherence to these requirements, we have established a dedicated compliance team within our project management structure. This team will be responsible for:

1. Regularly reviewing and staying updated on the Inter-Local Agreement and any amendments made to it.
2. Ensuring that our service delivery aligns with the terms and conditions of the agreement.
3. Coordinating closely with the City of Coral Springs and Broward County to address any compliance-related queries or concerns.
4. Implementing an internal audit and reporting mechanism to ensure ongoing compliance and to address any potential issues proactively.

We believe that our commitment to adhering to the Inter-Local Agreement, along with our expertise in providing high-quality transportation services, makes us a suitable candidate for this project. We are prepared to work collaboratively with the City of Coral Springs and Broward County to provide the community with efficient, reliable, and compliant bus transportation services.

ProKel's Solution for Coral Springs

As a locally based South Florida leading transportation firm, ProKel offers the City a unique opportunity to integrate our current local talent to support the Coral Springs shuttle operation. Our proposal is based on our intimate understanding of how operations currently exist today and offers solutions for improving Coral Springs's transit system in the future.

Stability Through the Transition

The new contract term will experience upgrades within the model change, wherein services are not just consolidated but new technologies will also be implemented. These changes will improve the overall passenger experience.

ProKel's transitional team will be on the ground sixty (60) days before the start date to ensure a smooth transition with minimal to no service disruptions. Knowing that ProKel's headquarters is less than four (4) miles away from the City of Coral Springs, there will be a veritable army of personnel and talent available to the City for the transition.

Our transition plan considers the following primary tasks:

- Recruiting, hiring and training current incumbent drivers and staff.
- Performing a review of all current communications procedures to understand how best to streamline operations and avoid delays.
- Reviewing the City's current standard operating procedures (SOPs) and adjusting them to reflect industry-standard best practices and operation under a fully coordinated, turnkey system.
- Retraining any transitioning drivers over to ProKel.
- Installing new state-of-the-art technology to ensure the City gets its true return on investment with an innovative partner focused on improving the community's shuttle service performance.
- Implementing the flexible route scheduling software options for City staff, ProKel will work hand-in-hand with the City to ensure route efficiencies are maximized, and transit optimization efforts are established on Day 1.
- Rolling out a passenger-facing application that gives riders instant access to their trips and trip options.
- Implementing a performance-focused training program in conjunction with TRC.

Productive TRC (The Routing Company Partnership and MIT Technology Integration)

THE ROUTING COMPANY

As previously mentioned, ProKel will offer the opportunity to partner with TRC to deliver an innovative approach to its operations plan. TRC's values align with ours in that their vision is to *Empower a community of any size, in any place and with any resources to meet the transportation needs of its people.*

TRC delivers on this mission through its groundbreaking algorithm, born from years of academic research at the Massachusetts Institute of Technology (MIT) and bolstered by state-of-the-art applications and dashboards. TRC's founder's algorithm focuses on the complex mathematical problem behind high-capacity, large-scale ride-sharing solutions and maximizes fleet utilization. The resulting algorithmic solution demonstrated a capability to match three (3) to five (5) times more riders (up to eighteen (18)+ at a time) to a fleet of shared vehicles in real time far more efficiently than any other routing technology available globally.

Regularly, TRC's deployments excessed five (5) passengers per vehicle revenue hour. There are two (2) features of TRC's technology that are relevant to this RFP:

1. **Transit Connect,** which allows service users to see and connect to other modes of transportation through our rider application.
2. **Deviated Fixed Route,** which allows operators to maintain their fixed route stop obligations while expanding the coverage area of the service by allowing vehicles to deviate from their route and pick up and drop off additional riders.

TRC's solution includes a **Rider App** ('Ride Pingo') and **Driver App** ('Drive Pingo') and an industry-leading Dashboard module where agencies/operators can manage every aspect of a TRC-powered service. In addition to these core components, TRC prides itself on being a true transportation partner with unmatched operating, analytics and marketing support from its team of transportation, ride-sharing and mathematical optimization veterans.

Launched in December 2020, TRC's transformative solutions:

- Have been launched in six (6) cities
- Now exist across three (3) continents
- Have two (2) deployments in the Seattle region, KITSAP Transit on Bainbridge Island (July 2021) and King County Metro (KCM) in Kent County (September 2021)

King County Metro is the seventh-largest transit agency in the US. TRC helps riders with the Trans perform multi-modal journeys by connecting KITSAP passengers to the local ferry terminal and KCM passengers to the fixed line network Connect feature. Since launching services in Seattle,

3,000 passenger accounts have been registered on the Ride Pingo App (the rider-facing booking/monitoring application).

Two (2) more TRC deployments are located in the Highlands and Islands, where they have partnered with West Coast Motors to deliver services in Dunoon and Campbeltown. The service that TRC helps power is serving fifteen (15) to twenty (20) times more people than it did pre-Covid without their technology. Additionally, TRC is contracted to launch another four (4) locations with West Coast Motors in the Highlands and Islands.

TRC's business model focuses on giving the **technological tools and resources to public transportation agencies** and operators that will allow them to independently adapt/change/expand their public transportation services. TRC is partnering with ProKel to provide a best-in-class mobility option accessible to everyone. This includes connecting with the region's other transportation services by leveraging TRC's one-of-a-kind ride-pooling algorithm.

Delivery

As collaborators in the delivery of transportation services, ProKel/TRC, is committed to delivering the highest-quality programming throughout all stages of the deployment. ProKel/TRC offers state-of-the-art technology and a white glove service to ensure the growth and longevity of deployments.

Methodology - Efficient Programming and Delivery

ProKel/TRC's methodology for program delivery revolves around four (4) key pillars:

(1) Assessment
(2) Implementation
(3) Evaluation
(4) Iteration

1. Assessment: This starts with understanding the local environment where our technology will be deployed. This means grasping the present transportation infrastructure, as well as the population demographics and the local economy. Most importantly, it is paramount to understand the stakeholders involved in the launch. This is not just limited to the operator and agency but also those listed below. *Please note that this is not an exhaustive list but indicative of the stakeholders ProKel/TRC will consider during the assessment phase.*

Transport	Commerce	Community	Tourism	Quasi-Government
Train, plane, ferry, taxis, bus and rambling operators Bike and boat shop owners Local transport partnerships	Business park workers/owners Major regional employers (Amazon, electric, call centers) Local high street shop owners Commuters	Volunteer groups Local counselors Community councils	Seasonal visitors Hotel owners/customers Visitor attraction site organizations Caravan parks	Local authority staff University students/teachers/ support workers Colleges/school attendees NHS staff

Additionally, ProKel/TRC will work closely with the deployment agency/operator to set individualized service goals. ProKel/TRC is keenly aware that different services aim to achieve different results, and as such, we are committed to ensuring that the appropriate service goals are set out at the beginning of each deployment.

2. Implementation: ProKel/TRC is proud of our product delivery speed and attention to detail. In our contracts with West Coast Motors (WCM), we launched in our first service zone within six (6) weeks of being contracted by WCM, including engineering additional features for their service. Following our launch in Dunoon, it only took us three (3) weeks to launch in our second service zone, Campbeltown. ProKel/TRC is confident we can implement our technology in five (5) weeks for the City of Coral Springs.

ProKel/TRC will develop comprehensive training materials for onboard drivers, operators, and agencies so that they can feel empowered to use our technology to its full potential. We are happy to discuss our training program in more detail at an interview if required.

3. Evaluation: ProKel/TRC is dedicated to ensuring that we are constantly improving our delivery and product for our partners and end-users. To ensure this, we do the following:

- Our team has a user experience researcher who routinely does qualitative field research with our partners and end-users to improve our processes and the usability of our product.
- Our engineers, operations and product managers make quarterly (decreases with market maturity) visits to our deployments to talk face-to-face with drivers, operators, agencies and end-users. This is demonstrated through our current work with West Coast Motors,

where we have conducted four (4) site visits with the Orkney Disability Forum, whom we visited on-site for our Pingo Lite project.

- We also heavily utilize the usage data from our apps to see usage patterns and determine which feature designs can be improved.

More broadly, we employ a passenger strategy where we systematically reach out to end-users for detailed feedback on their experience, either written or by telephone. To evaluate the economic, social, environmental and sustainability impacts of our technology, we use an amended version of the KOMPIS framework developed in Sweden by MariAnne Karlsson. The framework consists of four (4) questionnaires taken at different times during the deployment. The questionnaires can be undertaken either in person or online

4. Iteration: As explored in the operator-support section, ProKel/TRC conducts weekly meetings with agency/operator partners to discuss deployments. While we conduct a weekly review of the deployments, the above evaluation will occur after the first quarter (if not requested earlier). ProKel/TRC will present to the agency/operator an evaluation of the deployment's health and make any recommendations that we believe will help better meet their service goals established in the assessment period. We have currently completed our first iteration cycle with a project, which resulted in changes to the active bus schedule to accommodate growing demand.

Operations Plan

Service Excellence in Daily Operations

ProKel Mobility defines premium first-class service as safe, efficient and on-time transportation services performed by professional driver operators who are well-trained and focused on the customer. Throughout our daily operations for Coral Springs, we will incorporate proven approaches and solutions to continually provide the highest quality of service. Customer satisfaction – both for the passengers we serve and the City as our customer – is the criteria by which we will determine our success.

Service excellence in Coral Springs starts and ends with people – our employees and our passengers.

Service Plan

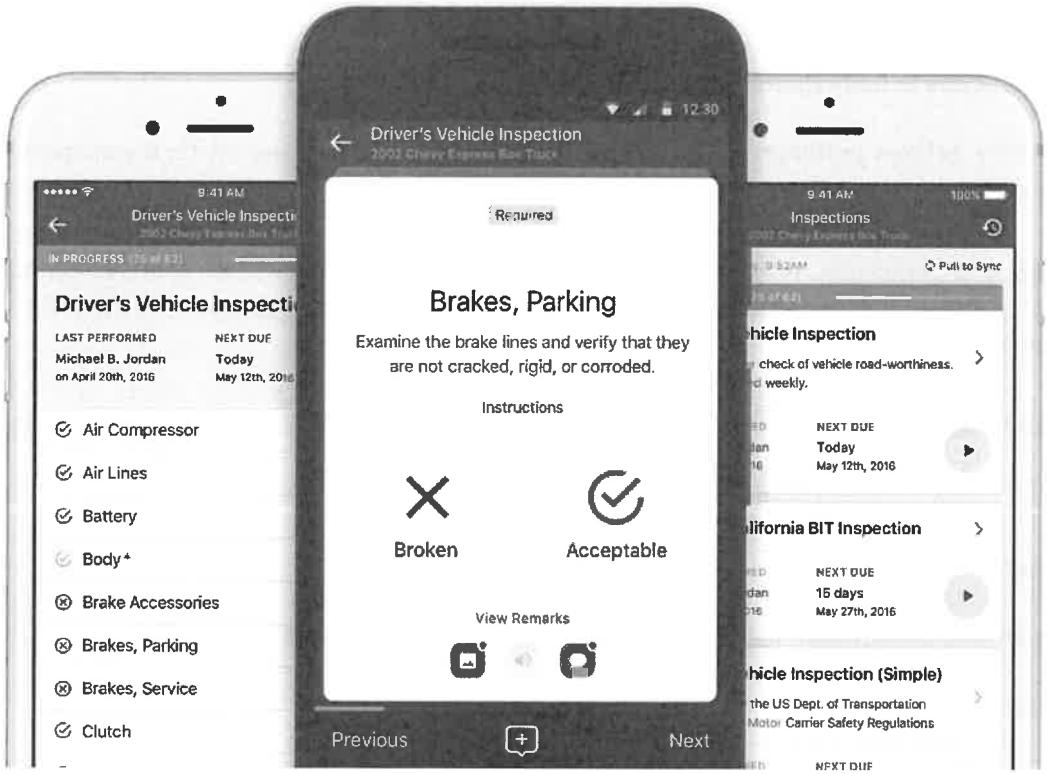
ProKel's proposed service plan includes the time-tested, proven elements outlined below.

Operator Check-In

When the operator reports to the ProKel transit facility, they will check in with the lead operator. The operator will radio the dispatcher, who will then mark the operator as present. The dispatcher will inform the operator of their vehicle assignment and provide any written notices regarding service adjustments, changes or announcements. Lead operators will perform a "fit for duty" review of each operator. This review includes a uniform check, reasonable suspicion evaluation and a review of each operator's license.

Daily Vehicle Inspections

When the operator arrives at their vehicle, they will initiate the daily vehicle inspection (DVI, or "pre-trip") using ProKel's Feetio wireless equipment on their company-issued wireless devices. All areas of the vehicle that are inspected and all results must be documented.



During peak pullout periods, at least one (1) lead operator is in the yard to oversee the DVI process. This person will monitor operators as they perform these inspections, respond to operators' questions, and ensure a timely and coordinated pullout.



If the operator detects an issue with the vehicle that presents a safety hazard or operational deficiency, the operator will notify a supervisor, who will then lock and tag out the vehicle in the maintenance cloud system. Vehicles will not be moved until a mechanic inspects and repairs any issues. Once maintenance addresses the issues or repairs the defect, the vehicle will be able to go back into revenue service pending maintenance approval.

If the vehicle the operator inspected was placed out of service, the operator will then use a spare vehicle to operate the service.

Dispatch and Route Initiation

A dispatcher/supervisor will be available during all hours of service to respond to issues and monitor service. Upon arrival at the first stop, the operator will check the scheduled time to ensure they are not ahead of schedule. If the operator is early, they will not leave the stop until the first scheduled departure time. Then, the operator will proceed to the next stop at the scheduled departure time. ProKel's dispatch/supervisory team will continually monitor service delivery in order to resolve any issues that may arise quickly.

End of Operator Shift

When the operator has completed their shift, they will notify dispatch/supervisor and head to the yard. The end-of-shift operator will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. The operator will then perform a post-trip inspection.

Standby Operators and Backup Service

ProKel's supervision, safety and maintenance programs minimize the number of delays, preventable incidents and road calls experienced in the system.

However, ProKel's team is prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of backup service. ProKel's operational plan offers the following measures to ensure service reliability, minimize deadhead and improve operational efficiency.

- Standby operators are posted and are available to relieve service in the event of an operator illness, roadcall or any incident that results in a vehicle being placed out of service for any extended period of time.
- When a standby service is required, the standby operator will respond directly to the scene of the incident and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until the shift ends or is otherwise directed by dispatch.

Backup vehicles are parked at the operating facility. These vehicles are available for use during a service disruption, such as a vehicle incident or roadcall.

Road Supervision



Road supervisors are responsible for disseminating critical information to the operator team, such as service changes and system announcements. They serve as the go-to resource for ProKel's operator team.

Road supervisors perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls and resolve passenger disputes as needed. Based on their findings for these various activities, the operations manager will administer progressive discipline.

Road supervisors will perform operator evaluations to ensure that each operator performs their job safely and correctly.

Road observations are unannounced and performed discreetly without disruption to service, and include the review types outlined below.

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are verified to ensure proper certifications are up-to-date and in the operator's possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess the operator's driving and safety skills on the road. Road supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operator's ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

Safety Program

ProKel's safety program promotes a comprehensive focus on a healthy and safe work environment, using the following elements:

- Safety policies for bus, facility and maintenance operations
- Best-of-class operator training and certified instructor programs
- Safety awareness driven by constant communication, recognition and education
- Regular inspections and compliance with regulatory requirements
- Risk reduction and security threat detection
- Exceptional support via the ProKel safety resource center.



Safety Policy Manual

ProKel's safety policies set forth operating guidelines that reduce workplace accidents, incidents and injuries. ProKel's Safety Manual comprises more than forty (40) policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/hazardous materials, operational safety practices and facility emergency management.

Furthermore, ProKel issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

Safety Training

ProKel's operator training is an instructor-guided program that integrates video education to clearly define the expectations for a ProKel operator. It contains twenty-five (25) core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the particular training needs of a client or operating environment; however, successful inclusion of the base program is required.

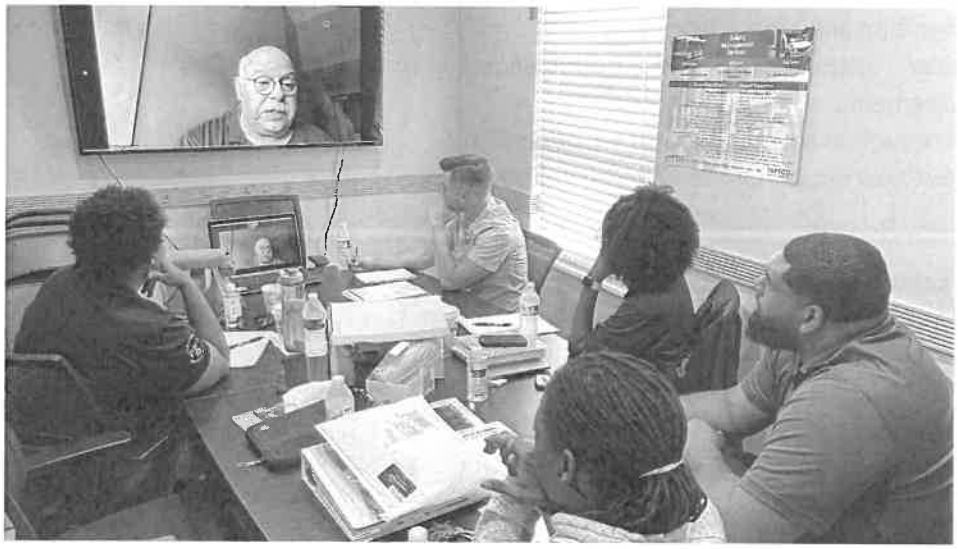
ProKel's customer-focused training ensures that every passenger receives service in a friendly and professional manner. Before operators get behind the wheel with a passenger, they will have to complete our service orientation training and service essentials customer service training. Along with customer service, operators must go through ProKel's award-winning and industry-recognized **TAPTCO** operating training program. The program is overseen by ProKel VP of Safety Frank Ciccarelli, who has over forty (40) years of experience overseeing national companies with 5,000+ drivers. The program will ensure the local safety manager is providing an operator training program that is consistent, puts safety first and is customer friendly.

Classroom training is followed by pre-driving skills, observation and behind-the-wheel training (where classroom training is implemented in the field).

This training defines the multiple performance standards that all trainees must meet. In addition:

- Each standard is described in detail.
- Checkpoints to success are outlined.
- Failure to achieve the standard is defined.
- Mastery tips for operators to use in operation are provided.

All operator training is facilitated by a ProKel FL 14-90 -certified training instructor.



Pictured above is ProKel Mobility Vice President of Safety, Frank Ciccarella, hosting a safety training update with the South Florida regional team.

Safety Awareness

Among our many initiatives promoting safe behavior, ProKel's strength lies in our approach to cohesive safety messaging and recognition. Although each of our operating locations has unique characteristics, all deliver a common message – ***safety is ProKel's #1 priority*** – and all use the same vehicles to deliver this message.

Daily Safety Message

Daily, a corporate-issued safety message is published and delivered to all ProKel locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.

Location Safety Committee

Each ProKel location has a Location Safety Committee (LSC). This committee works together to create and maintain a safe work environment for all employees.



Pictured is ProKel Mobility's Project Manager, Kelly Gonzalez, with local South Florida team members.

The LSC has a significant role in implementing ProKel's System Safety and Security Program and reducing and resolving location hazards. The LSC comprises one (1) or more representatives from each department and is facilitated by the project manager and safety supervisor. Our Director of Safety sits in on all the LSC meetings to ensure all concerns are addressed.

Safety Meetings

Safety meetings offer an opportunity to provide Florida 19-A Recertification Transit refresher training and address timely topics. All employees must attend this one (1)-hour meeting twelve (12) times per year. Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules.

All safety meeting topics are issued by ProKel's safety department and address topics in fleet safety (defensive driving, wheelchair securement, adverse weather) and injury prevention (drug and alcohol, back safety, heat safety).

Additionally, monthly safety tasks are assigned with the safety meeting schedule. These tasks include facility inspections, completion of annual OSHA logs and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion and supporting handouts and posters.

Safety Recognition Programs

ProKel offers safety-based programs that recognize employees for safe behavior, including those recognitions detailed below.

- **Cash Safety Bonus Incentives:** Operators exhibiting safe driving behavior will qualify for monthly cash bonus incentives. This encourages consistent safe driving habits in the workforce.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** ProKel's local management team will host safety blitzes and/or other employee events to promote safety messages.

Inspections and Compliance

ProKel complies with all federal, state and local safety environmental laws, regulations, rules, codes and orders required of its contracts and locations. ProKel will coordinate periodic external audits that may be required by these governing agencies. We have a superior record with these types of audits and welcome their visits.

ProKel also complies with each state's individual needs, specifically relating to environmental regulations regarding air, water and noise pollution and hazardous materials regulations.

In addition, the following federal agencies may conduct periodic audits:

- **The Florida Department of Transportation (FDOT)** issues regulations affecting transit operations, including those related to the Americans with Disabilities Act (ADA), drug/alcohol testing of employees and all FL 14-90 audits.

- **The Federal Transit Authority (FTA),** a Department of Transportation (DOT) agency that is responsible for federal funding (capital and operating) of transit authorities and oversight of those expenditures. The FTA also compiles safety data on all transit agencies.
- **The Federal Motor Carrier Safety Administration (FMCSA),** a DOT regulatory agency that is responsible for promulgating carrier safety standards and that has oversight of interstate carrier safety.
- **The Occupational Safety and Health Administration (OSHA)** develops and enforces federal regulations related to workplace safety, including maintenance shops, offices and field activities. ProKel is regulated by OSHA and is required to follow OSHA guidelines and all standards incorporated by reference in the Code of Federal Regulations.
- **The Environmental Protection Agency (EPA)** develops and enforces federal regulations related to air, water and noise pollution and hazardous materials regulation.

Risk Security Threat Reduction

System Security Awareness Classroom Training

ProKel's classroom training includes a thirty (30)-minute presentation of the Warning Signs video, produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.

This training video emphasizes the responsibility of transit professionals to extend the reach of law enforcement agencies in ensuring the safety and security of their transit systems.

Employees are taught to thoroughly inspect vehicles and work areas for anything out of place and to report anything suspicious. Stressing caution and common sense, the training gives guidelines for appropriate suspicion without profiling, observing a suspicious person's behavior, location and time, rather than their attire or skin color. The training also discusses suspicious packages, gives guidelines for identifying chemical and biological weapons, and what steps to take in the event of an emergency.

System Safety Program Plan (SSPP)

ProKel's System Safety Program Plan is consistent with federal, state and local regulations and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the FTA. A copy of this plan is available upon request.

The goals of ProKel's Safety Plan are to:

- Identify, eliminate, minimize and/or control safety hazards and risks
- Provide a superior level of safety in transit operations
- Support the safety efforts of the clients we serve
- Achieve and maintain a safe work environment
- Comply with all regulatory agencies' requirements

This program is audited biannually to ensure adequate overall compliance with the SSPP, operating rules, regulations, standards, codes and procedures.

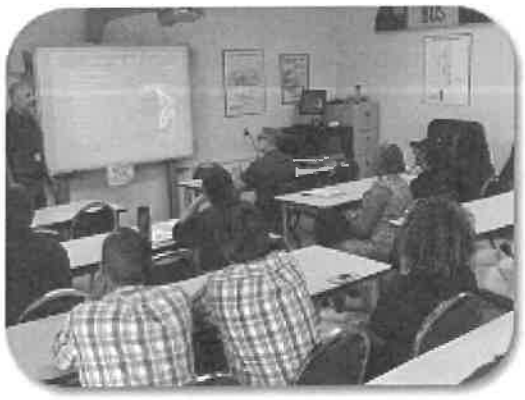
System Security and Emergency Preparedness Plan (SSEPP)

The System Security and Emergency Preparedness Plan is a set of comprehensive security goals, objectives and strategies that maximize the security of ProKel's passengers, employees and property. This plan is a blueprint for all security procedures. A copy of this manual is available upon request.

ProKel's SSEPP was developed in cooperation with the US Department of Transportation's Federal Transit Administration, Office of Transit's System Security and Emergency Preparedness Training and Technical Assistance Program

Driver Orientation and Training Program

ProKel's customer-focused training ensures that every passenger receives service in a friendly and professional manner. Before operators get behind the wheel with a passenger, they will have to complete our service orientation training and service essentials customer service training. Along with customer service, operators must go through ProKel's award-winning and industry-recognized **TAPTCO** operating training program. The program is overseen by ProKel VP of Safety Frank Ciccarelli, who has over forty (40) years of experience overseeing national companies with 5000+ drivers. The program will ensure the local safety manager is providing an operator training program that is consistent, puts safety first and is customer friendly.



Training Formats

The entire new operator training program comprises five (5) training formats:

- Classroom training
- Pre-driving skills
- Observation
- Behind the wheel (BTW)
- Cadet training

Classroom Training

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.



Pictured is Project Manager Kelly Gonzalez teaching the importance of pedestrian safety.

The video training is presented through an interactive, panel-hosted discussion led by ProKel personnel.

Topics include safety, defensive driving principles and techniques, hazard communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading and on-road procedures.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80% or higher in order to proceed to behind-the-wheel training.

Pre-Driving Skills

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

Observation

Observation training is provided to give students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

Behind the Wheel (BTW) Training

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW

training the student puts into practice what they have learned in the classroom and refines their driving skills with a certified trainer. During this period, the student must demonstrate mastery of twenty-five (25) specific defensive driving and performance skills before graduation.

Cadet Training

After completion of the behind-the-wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all onboard technology in service and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, major trip generators and the service area as a whole.



During this period, the trainee is closely monitored and receives their final road and training evaluation. Any areas of necessary remedial training are identified and documented.

Post-Training Testing and Remedial Training

Before a student is released into service, they are closely monitored and receive a final road and training evaluation. Recognizing that not every operator is 100% ready to enter revenue service after the base training program, ProKel offers up to forty (40) hours of remedial training. During the cadetting period, any necessary retraining areas are identified and administered based on this need.

Quality of Service

ProKel is dedicated to quality because of our commitment to our passengers and our community. Rather than gimmicks, we rely on proven operating processes and procedures to ensure a service that is stable and focuses on the important qualitative aspects – safety, reliability and customer service.

As the City's partner, ProKel is committed to providing high-quality services while developing cost-containment measures that will lead to a sustainable transit system. Our formal process improvement program seeks to identify areas of improvement in operations, dispatching, scheduling and administration and will deploy corporate resources to initiate sustainable improvement results.

ProKel's goals in implementing quality improvement measures will be to:

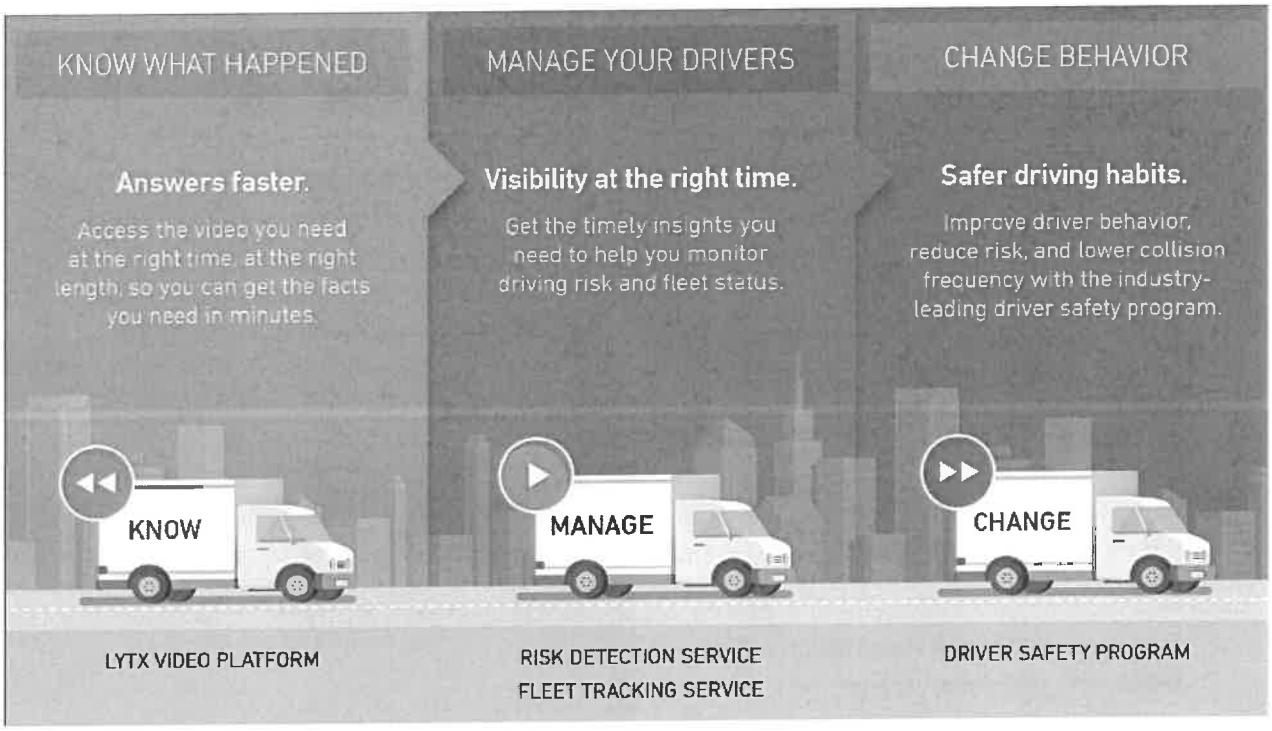
- Produce cost savings
- Increase efficiencies
- Improve safety performance
- Heighten quality of service
- Reduce waste
- Facilitate teamwork and communication
- Satisfy customers and stakeholders
- Improve working conditions and employee morale

New Proposed Technology

The below two (2) technology solutions are included as part of our commitment to the quality of service as it relates to the delivery of the contract services. The following technologies aim to improve passenger care through onboard monitoring systems as detailed below.

We have included short descriptions of these in **Appendix C: DriveCam Software** and **Appendix D: MobilEye Technology**.

Lytx DriveCam



The three (3)-part system addresses concerns for fleet management and safety by including the Lytx Video platform, Rise Detection Service/Fleet Tracking Service and the Driver Safety Program. All of these center around the DriveCam Video Event Recorder (VER).

DriveCam's DC3P Video Event Recorder



ProKel proposes using DriveCam's DC3P Video Event Recorder to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy and provides ProKel's management team with the information needed to refine and enhance training.

The DriveCam Video Event Recorder (VER) is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records. However, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).



Meet the first step in state-of-the-art fleet protection.

The Lytx DriveCam® event recorder is where it all starts.

This automotive-grade device does more than just capture video. It uses onboard algorithms to collect and process data and video, and distinguish normal driving from risky behaviors.

When triggered, the system saves data clips for a period of ten (10) seconds before and ten (10) seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the event (review,

DriveCam Video Event Recorder Features

- Onboard Posted Speed Database
- Real-Time In-Cab Feedback
- Risk Predict® Technology
- Collision Video Recording
- 4 GB Camera Storage
- Telematics
- Hotspot Mapping
- Operator-Activated Event Recording (panic button)

Lytx Video Platform	Risk Detection Service	Driver Safety Program	Fleet Tracking Service
The video facts fleets need – in minutes.	Monitor fleet risk with timely insights.	A proven approach to improving driving habits.	Improve customer satisfaction and safety - in one solution.
Gives users access video anywhere they have an internet connection.	Provides users with insights about driving moments that are important to track.	Helps change behavior by coaching drivers to be aware of their habits on the road.	Provides real-time fleet status so users can optimize productivity.
	All features of Lytx Video Platform PLUS:	All features of Lytx Video Platform and select features of Risk Detection PLUS:	All features of Lytx Video Platform PLUS:
• Immediately access up to 100 driving hours of video online from Lytx account - Continual recording - Live Streaming Video - 5 min per vehicle per month • Ability to add auxiliary cameras • Secure access to Lytx account, programs, services and data • Gateway to manage drivers, vehicles, select configurations and administrative functions	• Dashboard displays the categories that are contributing to risk, frequency by count and trend, per Group. (April/May) • Event List provides a summary of exception-based events generated by vehicles drivers including accelerometer, speeding, rolling stop and third-party ADAS triggered events. • Extend Events: Get 30-seconds before and 30-seconds after exception-based events (when Continual Recording is activated) • No coaching workflow	• Prioritized coaching tasks • Prescriptive coaching workflow • Human review identifies behaviors and outcomes • Reports: Safety and performance, Drivers, group, and program status reports, Industry benchmarking • Scores: Coaching effectiveness help users monitor efficacy • Program management and support • Program reviews, ROI analysis • Insight dashboards	• Real-time vehicle location • Route replay • Locate closest vehicle • Custom geo-fences with real-time alerts • Real-time and past vehicle location data • Fuel management reports (available with J1939 ECM connection) • State mileage data extracts

lytx.

score and comment on each event) for ProKel's management to use in coaching operators and improving operator safety.

Events are stored on a web-based portal for a ninety (90)-day period. Afterward, all events are archived on in-house servers for historical data retention.

We implement edge-to-cloud machine vision and artificial intelligence [MV+AI] technology that is intentionally designed and developed to solve specific challenges fleets like yours care about.

Lytx solutions are powered by the world's largest video and driving database of its kind in a single platform. Our database is driven by +500K vehicles, 20 years of experience, and billions of miles of driving data.

Lytx is pioneer and leader in video telematics industry, and holds over 120 issued and pending patents.
https://www.lytx.com/en-us/patents

Mobile Friendly



Optimized for tablet touch screens

login.lytx.com



Single sign-on for all your Lytx accounts

Hablamos Español



Choose your language in browser settings

User Feedback



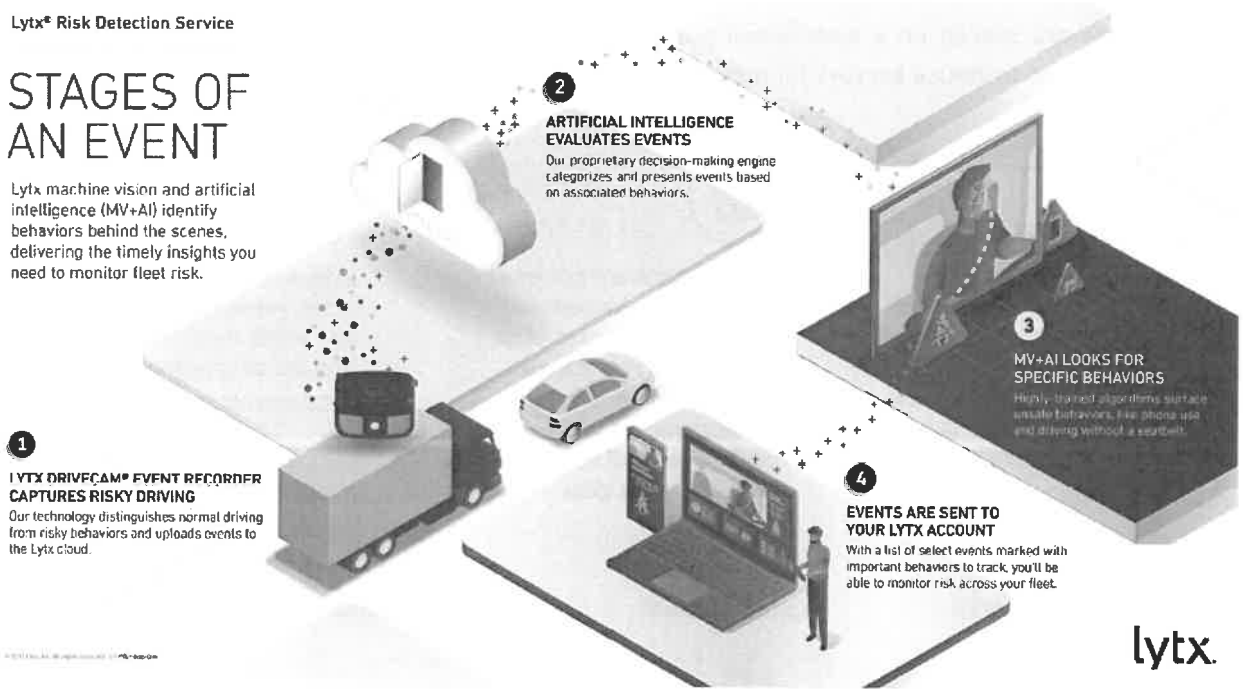
Clients comments can help us prioritize

The Lytx Video Platform gives you instant access to data and video – on demand. Continual recording means continual protection.

The Lytx Video Platform is mobile friendly, which means you can access your program from mobile devices, such as tablets or smartphones anywhere you have an internet connection.

Lytx provides a livestream option, which provides a real-time view of what's happening on the road.

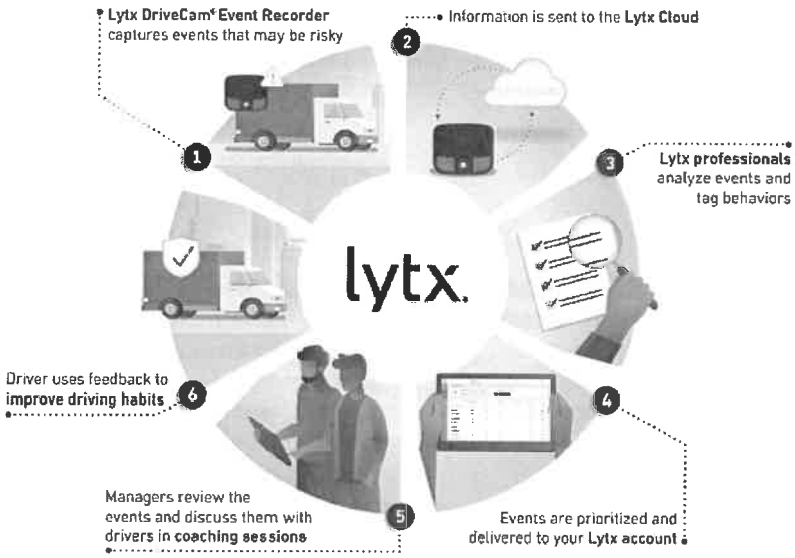
Risk Detection Service System



As described in the graphic above, the Lytx DriveCam Event Recorder will help assist drivers and program managers with improving driver behavior and providing insights that will reduce fleet risk over time.

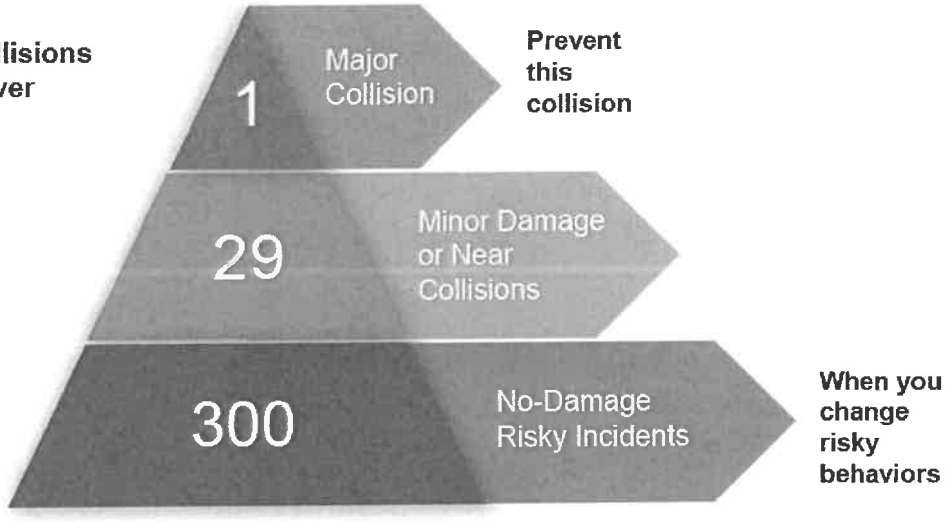
The system works to leverage AI and machine learning to ensure that any event is communicated to the management team, ensuring transparency and accountability.

Wrapping this accountability into a larger driver education and training system will ensure that our performance always improves.



SAFETY PYRAMID

Help prevent collisions by changing driver behavior before causing a major incident



Source: H.W. Heinrich, Industrial Accident Prevention: A Scientific Approach.

Lytx and ProKel know that preventing accidents, especially those with major collisions, is a matter of reducing the general number of accidents by getting down to the core of the driver-based issues that cause them. As the above graphic shows, ProKel knows that immediately changing behavior through the use of the DriverCam system will lead to fewer Major Collisions by stopping the behavior when it leads to lesser, No-Damage Risky Incidents. We will bring this focus onto the Coral Springs opportunity.

Mobileye Collision Avoidance System



ProKel is pleased to offer the **Mobileye collision avoidance system**. **Mobileye**, an Intel company, is a windshield-mounted camera that detects other vehicles, pedestrians and lane divisions in real time. This system includes the following capabilities within the driver's view to assist and promote safe driving.

PEDESTRIAN & CYCLIST COLLISION WARNING

Alerts drivers of an imminent collision with a pedestrian or cyclist

HEADWAY MONITORING & WARNING

Helps drivers keep a safe following distance from the vehicle ahead and alerts them if the distance becomes unsafe

FORWARD COLLISION WARNING*

Alerts drivers of an imminent collision with a vehicle or motorcycle ahead, both on highways and in urban areas

LANE DEPARTURE WARNING*

Alerts drivers when there is an unintentional deviation from the driving lane

SPEED LIMIT INDICATOR**

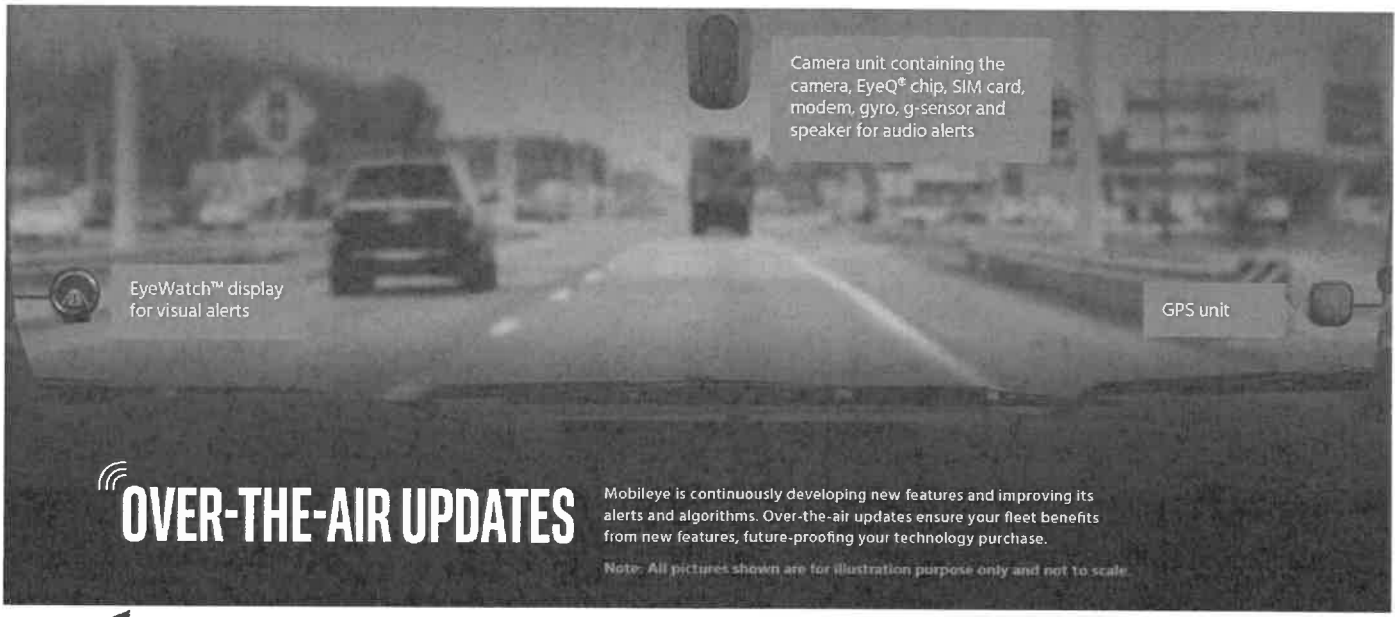
Recognizes speed limit signs, and notifies the driver, both of the new speed limit and if they exceed it

New! DAY&NIGHT DETECTION

Mobileye 8 Connect can detect pedestrians and cyclists at night!

*Night detection requires a minimal amount of light and does not operate in complete darkness.

*Meets NHTSA's guidelines.
**Detects signs declared valid by the Vienna Convention on Road Signs and Signals.



Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93% of all accidents are a result of human error, with nearly 80% resulting from operator inattention in the three (3) seconds preceding the accident. In an estimated 40% of rear-end collisions, no brakes were applied. Further, 60% of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory warning when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit

This warning signals the operator to apply the brakes to avoid collisions.



Safety Reporting with Mobileye



Mobileye also allows for capabilities such as geofencing, tracking and other features that are centralized within one (1) easily accessible system. All of this adds to a capability to provide in-depth, on-demand reporting that is functional, useful and can drive decision-making processes.

Safety

With alert data metrics you'll have greater insight into drivers' progress on unsafe habits such as tailgating, near misses, harsh braking and lane changes without signaling

Tracking

With track-and-trace features, you can ensure our vehicles stay on route and conduct step-by-step analysis to determine route efficiency and safety

Insights

Our safety reports make it easy to identify which drivers could benefit from extra training and which might be rewarded for safe driving

Boundaries

Geo-fencing allows you to set pre-defined limits for drivers, ensuring that your vehicles stay within a prescribed area

How They Work Together

Additionally, with its intelligent high beam control, Mobileye automatically switches high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the operator's reaction will trigger DriveCam to



begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.

Adjustments to Service

The company will provide services under an agreement with the City and will keep the City advised on any matters of importance, service adjustment or recommendations. The City has the final authorization on the service parameters.

Service Dispatching

A dispatcher will be available during all hours of service to answer the telephone, and provide ongoing support to vehicle operators comprising signing in and out, vehicle route assignments, incident management and road calls.

Changes to Service Parameters

ProKel understands that the City reserves the right to revise and/or add any service parameters similar to the parameters outlined in the City's RFP as needed in order to meet service needs and regulations. ProKel may propose ideas to improve the use of City vehicles during revenue service.

Complaints

Complaints Received by ProKel

Expedient response to all complaints, comments and commendations is critical to customer service excellence. ProKel's personnel will report all passenger complaints and operational problems to the City's project manager/point of contact within twenty-four (24) hours of discovery. All employees are taught to exhibit professionalism and care when receiving a complaint.

The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for their time.

ProKel will immediately take appropriate actions and begin an investigation of all complaints to determine validity. Complaints that are serious in nature will immediately be brought to the attention of the City. Depending on the nature of the complaint, either the general manager and/or the regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one (1) or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint.
- Conversation with all operators, dispatchers, road supervisors and any other staff involved in the situation.

- Review any vehicle camera clips related to the event.
- Review of any call recordings relating to the event.
- Review of all dispatch logs, trip sheets/manifests.

All steps taken during the investigation will be documented and filed. If the results of the investigation yield a validated complaint, a copy of the complaint documentation is filed in the affected employee's/employees' employment file(s), and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeat, valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City and the complaint will be logged and submitted with all monthly reports, as required.

Complaints Received by the City

The City will also document passenger comments/complaints, log them into a customer service database and forward the copies to ProKel for investigation and response either via email, fax or other direct delivery.

Within two (2) working days of receiving a documented customer comment, ProKel will provide the City with all required information regarding the bus operator's name, bus number and location via email, hard copy or fax. We will document a response to the comment, noting any personnel actions such as discipline or retraining that will occur. After the City acts upon such complaints, the City will provide ProKel with summary information from its complaint database.

Should they occur, ProKel will always be timely and thorough in resolving passenger complaints.

Below is an example of the complaint form:

CUSTOMER SERVICE REPORT

NUMBER

☐ COMMENDATION
☒ COMPLAINT
☐ INQUIRY
☐ LOST + FOUND
☐ OTHER

PROKEL Mobility

DATE RECEIVED	TIME RECEIVED	DATE LOGGED	FUNDING SOURCE SELECT ONE	FEEDBACK SUBTYPE	RESPONSE DATE

DATE OF INCIDENT	TIME OF INCIDENT	BOOKING ID	VEHICLE NO	RUN	VALID	PROVIDER
			N/A	N/A	☐Yes ☐No	MV

SCHEDULE EARLY	SCHEDULE LATE	ORIGIN	DESTINATION

CUSTOMER NAME	ADDRESS	TELEPHONE BUS: RES: CELL	TAKEN BY / NOTE

DETAILS

INVESTIGATION

REPLY TO CUSTOMER

EMPLOYEE INVOLVED	EMPLOYEE NO	INVESTIGATED BY	TELEPHONE	DATE
Driver:				

Maintaining Professional Customer-Facing Personnel

ProKel's personnel will be professionally dressed in the uniforms provided. Employees are directed to present a professional appearance at the start of each service day.

Reporting

ProKel will follow and adhere to the City's reporting requirements as it relates to project records, which shall be owned by the City and will remain available to authorized City staff at no additional charge. We understand that reporting will be subject to inspection, audit and analysis at the City's discretion. As required, ProKel will maintain all records within the area, and make them available to the City for four (4) years following final payment.

Financial Records

ProKel will establish and maintain, within a separate account, all project expenditures and any other relevant financial records or documents that conform to the FTA Uniform System of Accounts.

Invoices

ProKel's Trolley Project Manager, Thomas Stringer, will submit monthly invoices to the City within ten (10) calendar days of the following month for services rendered during the reporting period. We will also maintain records for routes in the city. ProKel's invoice will detail the number of hours and bus miles within the City. We understand that additional invoicing methods may be required during the contract term.

Payroll Edit Reporting System

ProKel has developed an **in-house system called ProKel Payroll** which interfaces with third-party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed, allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced.

In addition, ProKel uses software in both its corporate office and operating locations. Our software includes general ledger, accounts receivable and accounts payable. This **scalable software** allows for growth without capacity concerns. The web-enabled feature allows ProKel management to selectively determine which processes and controls should be centralized versus decentralized.

We ensure **proper data backup** and cloud storage of data backups in the event of a fire or other catastrophic event. ProKel's IT team will set up the local computer network to ensure proper connectivity, security levels, password protection and local technical support. We will work with the City MIS staff in whatever manner necessary.

ProKel is able to **meet the FTA/NTD reporting requirements** and currently provides these reports to clients who receive federal funding and are required to submit them. We use the accepted FTA sampling methodology and have systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual.

Vehicle Repair Tracking

The maintenance clerk will complete AM and PM down lists to track vehicles that need repairs or maintenance. These logs will help track the vehicles and the turnaround time to minimize downtime and ensure that the vehicles will be repaired in a timely manner. Once repairs have been completed, vehicles will be inspected and put back into service and a repair order will be completed. This repair order will be updated in the maintenance system which tracks the individual vehicle's repair history. All driver vehicle reports will be stored in the maintenance department as part of the vehicle's permanent history once the defect has been corrected.

Types of Reports and Submittal

The table below summarizes the reports required by the City followed by the requested submittal date.

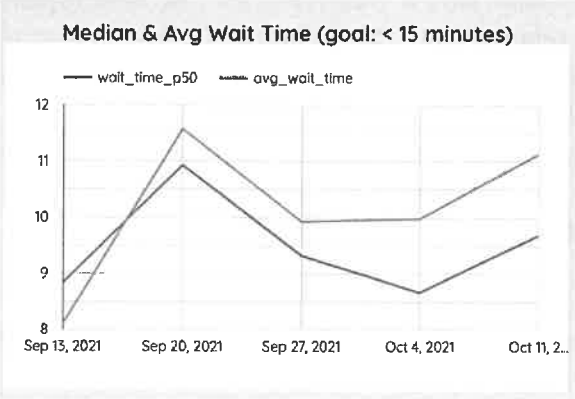
Report	Submittal Date
Daily Operations Report	No later than 12:00 PM on the following business day
Daily Trip Reports	No later than 12:00 PM on each Tuesday for the previous seven (7)-day period
Monthly Report	No later than the tenth day of the following month
Operator Reports	Daily (at all times)
Performance Reports	At the City's request

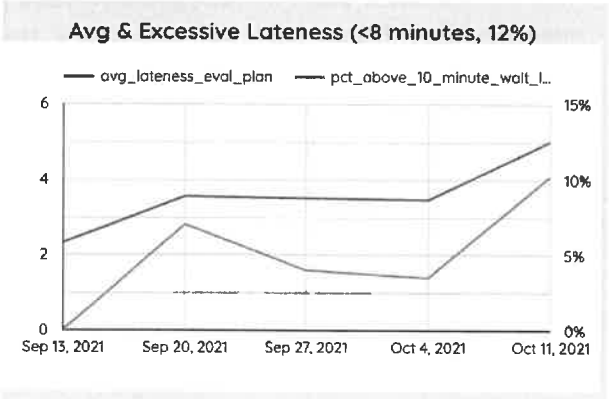
Quality Assurance and Quality Control Proposals

As explored in the above methodology section, at the outset of any deployment, ProKel/TRC will create service level agreements with the City, and we will ensure the quality of our services against these metrics each week.

These service level agreements may be aspirational (i.e., service level goals to work towards, such as lowering telephone bookings or increasing passengers per hour) or minimum requirements (i.e., metrics that the service should not exceed or go below, such as maximum wait time before pick-up or maximum number of unfulfilled).

As an example of the above, one of the service metrics requested by another transportation partner was to avoid wait times for passengers in excess of fifteen (15) minutes and for the arrival time to be under eight (8) minutes (12% greater) compared to if they took a taxi directly to their destination, as the graphs below demonstrate.





With regard to training, ProKel/TRC provides completion certificates for each module of the dashboard and for each feature of the driver app. We **repeat this training on a yearly basis** and as part of our product roadmap, we intend to automate this procedure so that drivers are prompted with questionnaires in-app and dashboard users are taken to virtual environments to test their knowledge about the system.

Coverage Area Expansion

ProKel is excited about the prospect of not only improving the quality of the service we deliver to the City but our innovative approach, as outlined above greatly expands the footprint of our shuttle service. This service will extend the coverage to more of the City's traditionally underserved communities, allowing riders to request a deviation from the shuttle's typical route.

- With The Routing Company technology that ProKel plans to introduce, the coverage area for the shuttle services expands substantially to cover more of the City without drastically increasing the size of the fleet. This service will allow for more of the community, including traditionally underserved communities, to take full advantage of the City's public transportation system.

I. Statement Of The Work

Services Required by CITY: CITY requires one (1) independent contractor to provide a program that will achieve but not necessarily be limited to the following goals: furnish buses and drivers to provide local intra-city bus transportation service.

ProKel acknowledges the City's requirement for an independent contractor to deliver a local intra-city bus transportation service. We are prepared to provide a comprehensive program that includes furnishing buses and qualified drivers to meet the transportation needs within the city. Our focus is on delivering a reliable, efficient, and safe transit service that caters to the daily travel needs of the city's residents and visitors.

II. Scope Of Services

- **Provide local intra-city bus transportation service on two selected routes in the City.**

ProKel will operate local intra-city bus transportation services on two (2) selected routes within the City. We have reviewed the specific requirements for these routes and are ready to deploy a fleet of buses along with professional drivers to ensure consistent and quality service on these designated routes.

- **Normal hours of operation are as follows:**
    - **Monday through Friday, 8:00 a.m. to 6:00 p.m.**
    - **Saturday, 8:00 a.m. to 5:00 p.m.**
    - **Sunday, Noon to 5:00 p.m.**
    - **See Exhibit A for routes and schedule.**

We have taken into account these operational hours in planning our service schedules and staffing. ProKel will ensure that all services are conducted within these timeframes to provide dependable and accessible transportation for the city's residents and visitors. For detailed route information and schedules, we will refer to Exhibit A, as provided in the proposal documents.

- **The selected vendor will provide the City and Broward County Department of Transportation with a monthly report on the number of passengers using each bus daily and by the hour.**

ProKel understands and agrees to the requirement of providing the City and Broward County Department of Transportation with comprehensive monthly reports detailing the number of passengers using each bus. These reports will be meticulously compiled, offering insights on a daily basis and broken down by the hour. Our approach to fulfilling this requirement includes implementing accurate and reliable passenger counting systems on each bus. This technology will enable us to capture precise data on passenger numbers, ensuring the accuracy and reliability of the information we report. Additionally, ProKel will designate a team member responsible for data analysis and report generation, ensuring that these reports are not only accurate but also easy to understand and informative. ProKel maintains open and transparent communication with the City and Broward County Department of Transportation. We believe that these reports will not only fulfill the reporting requirement but also provide valuable insights for future transportation planning and operational improvements.

Safety Reporting with Mobileye



Mobileye also allows for capabilities such as geofencing, tracking and other features that are centralized within one (1) easily accessible system. All of this adds to a capability to provide in-depth, on-demand reporting that is functional, useful and can drive decision-making processes.

Safety

With alert data metrics you'll have greater insight into drivers' progress on unsafe habits such as tailgating, near misses, harsh braking and lane changes without signaling

Tracking

With track-and-trace features, you can ensure our vehicles stay on route and conduct step-by-step analysis to determine route efficiency and safety

Insights

Our safety reports make it easy to identify which drivers could benefit from extra training and which might be rewarded for safe driving

Boundaries

Geo-fencing allows you to set pre-defined limits for drivers, ensuring that your vehicles stay within a prescribed area

Types of Reports and Submittal

The table below summarizes the reports required by the City followed by the requested submittal date.

Report	Submittal Date
Daily Operations Report	No later than 12:00 PM on the following business day
Daily Trip Reports	No later than 12:00 PM on each Tuesday for the previous seven (7)-day period
Monthly Report	No later than the tenth day of the following month
Operator Reports	Daily (at all times)
Performance Reports	At the City's request

- **The selected vendor must meet all requirements of Broward County Transportation Department for buses, drivers, insurance, and all other required reports. This includes yearly inspection of all buses and maintenance records for each bus as referenced in Florida DOT rule Chapter 14-90.**

ProKel is fully committed to adhering to the requirements set by the Broward County Transportation Department for the operation of buses, ensuring that our drivers, insurance standards, and reporting practices align with their guidelines and the stipulations outlined in Florida DOT rule Chapter 14-90. This commitment includes the rigorous yearly inspection of all buses in our fleet, as well as the meticulous upkeep of maintenance records for each vehicle, to ensure they meet the highest safety and operational standards. We understand the importance of maintaining comprehensive insurance coverage as mandated by the Broward County Transportation Department, and we pledge to conduct our operations with the utmost attention to safety, compliance, and efficiency. Our adherence to these standards is a cornerstone of our operational philosophy, reflecting our dedication to providing exceptional and reliable bus transportation services in Coral Springs.

Service Plan

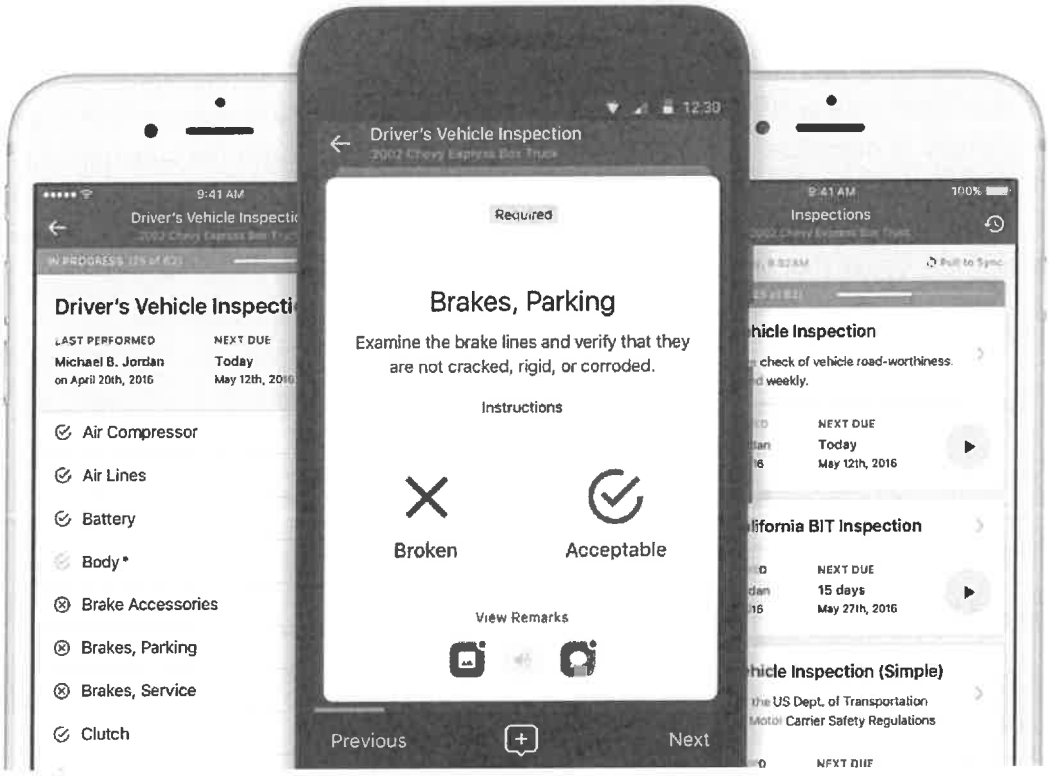
ProKel's proposed service plan includes the time-tested, proven elements outlined below.

Operator Check-In

When the operator reports to the ProKel transit facility, they will check in with the lead operator. The operator will radio the dispatcher who will then mark the operator as present. The dispatcher will inform the operator of their vehicle assignment and provide any written notices regarding service adjustments, changes or announcements. Lead operators will perform a "fit for duty" review of each operator. This review includes a uniform check, reasonable suspicion evaluation and a review of each operator's license.

Daily Vehicle Inspections

When the operator arrives at their vehicle they will initiate the daily vehicle inspection (DVI, or "pre-trip") using ProKel's Feetio wireless equipment on their company-issued wireless devices. All areas of the vehicle that are inspected and all results must be documented.



During peak pullout periods, at least one (1) lead operator is in the yard to oversee the DVI process. This person will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.



If the operator detects an issue with the vehicle that presents a safety hazard or operational deficiency, the operator will notify a supervisor, who will then lock and tag out the vehicle in the maintenance cloud system. Vehicles will not be moved until a mechanic inspects and repairs any issues they might have. Once maintenance addresses the issues or repairs the defect, the vehicle will be able to go back into revenue service pending maintenance approval.

If the vehicle the operator inspected was placed out of service, the operator will then use a spare vehicle to operate the service.

Dispatch and Route Initiation

A dispatcher/supervisor will be available during all hours of service to respond to issues and monitor service. Upon arrival at the first stop, the operator will check the scheduled time to ensure they are not ahead of schedule. If the operator is early, they will not leave the stop until the first scheduled departure time. Then, the operator will proceed to the next stop at the scheduled departure time. ProKel's dispatch/supervisory team will continually monitor service delivery in order to resolve any issues that may arise quickly.

End of Operator Shift

When the operator has completed their shift, they will notify dispatch/supervisor and head to the yard.

The operator ending their shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. The operator will then perform a post-trip inspection.

Standby Operators and Backup Service

ProKel's supervision, safety and maintenance programs minimize the number of delays, preventable incidents and roadcalls experienced in the system.

- **One bus shall be painted or wrapped in a blue color identifying the bus and the route. The other bus shall be painted or wrapped in a green color identifying the bus and the route.**

ProKel acknowledges and will adhere to the specific requirement of painting or wrapping one bus in blue and another in green, with each color scheme corresponding to its respective route identification within the City of Coral Springs. This color coding will not only distinguish each bus but also facilitate easy recognition and route identification for passengers. In executing this, ProKel will ensure that the painting or wrapping of the buses is done professionally, using high-quality materials that reflect the visual identity and branding guidelines provided by the City. The process will include a clear and prominent display of route information on each bus, enhancing the overall user experience and aiding in route navigation for residents and visitors of Coral Springs. ProKel is committed to maintaining the aesthetic and functional aspects of the buses, ensuring they serve as a reliable and easily identifiable means of public transportation.

- **All vehicles to be used must be new or in like-new condition.**

As we understand the Addenda, the vehicles will be provided by the County.

- **Each bus must be air-conditioned and meet all current ADA requirements.**

ProKel is committed to ensuring that each bus in our fleet is equipped with air conditioning and fully meets all current Americans with Disabilities Act (ADA) requirements. We understand the importance of providing a comfortable and accessible transportation experience for all passengers. To this end, our buses will feature efficient air conditioning systems to maintain a pleasant environment, particularly crucial in Florida's climate. In alignment with ADA standards, we will ensure that our buses are accessible to passengers with disabilities. This includes but is not limited to, features such as wheelchair lifts or ramps, appropriate seating arrangements, and other necessary accommodations to ensure accessibility. ProKel prioritizes inclusivity and is dedicated to providing a service that is accessible and comfortable for all members of the Coral Springs community.

- **The buses shall be equipped with two-way communication between buses and supervisory personnel.**

ProKel acknowledges the requirement for the buses to be equipped with two-way communication systems, facilitating direct and continuous contact between the buses and supervisory personnel. We understand the critical importance of this feature for ensuring operational efficiency, safety, and effective response in various situations.To meet this requirement, each bus in our fleet will be outfitted with a reliable and user-friendly two-way communication system. This technology will enable real-time communication between our drivers and the supervisory team, allowing for immediate reporting of any issues, coordination of route changes if necessary, and swift response to any unforeseen circumstances. ProKel is committed to leveraging advanced communication technologies to enhance the safety and efficiency of our bus services, ensuring a high level of service quality and reliability for the City of Coral Springs.

- **Backup buses must be provided within 30 minutes to replace inoperable buses.**

ProKel understands and agrees to the requirement of providing backup buses within a 30-minute timeframe to replace any inoperable buses in our fleet. We recognize the importance of maintaining uninterrupted and reliable bus services for the City of Coral Springs. Our operational plan includes rigorous maintenance schedules to reduce the likelihood of inoperable buses. However, in the event that a bus becomes inoperable, our rapid response protocol will be activated immediately. This protocol ensures that a replacement bus is dispatched without delay, aiming to meet the 30-minute response requirement. ProKel's priority is to provide continuous, dependable transportation services, and our preparedness for such situations reflects our commitment to this goal.

Standby Operators and Backup Service

ProKel's supervision, safety and maintenance programs minimize the number of delays, preventable incidents and roadcalls experienced in the system.

However, ProKel's team is prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of backup service. ProKel's operational plan offers the following measures to ensure service reliability, minimize deadhead and improve operational efficiency.

Standby operators are posted and are available to relieve service in the event of an operator illness, roadcall or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident and, when necessary, meet the in-service vehicle in order to transfer passengers efficiently. The standby operator will continue the remainder of the route until the shift end or otherwise directed by dispatch.



Backup vehicles are parked at the operating facility. These vehicles are available for use in the event of a service disruption, such as a vehicle incident or roadcall.

Road Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for ProKel's operator team.

Road supervisors perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls and resolve passenger disputes as needed. Based on their findings for these various activities, the operations manager will administer progressive discipline.

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing their job.

Road observations are unannounced and performed discreetly without disruption to service, and include the review types outlined below.

Observed Ride Checks: Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are verified to ensure proper certifications are up-to-date and in the operator's possession.

Unobserved Service Checks: Unobserved service checks are random inspections that assess the operator's driving and safety skills on the road. Road supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.

Mobility Device Securement Spot Checks: These random inspections are on-vehicle reviews of an operator's ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle and closely observes the manner in which the mobility device is secured.

Pullout Inspections: Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

- **Seating capacity on each bus will be for 20-30 passengers.**

ProKel acknowledges the requirement for each bus in our fleet to have a seating capacity accommodating 20-30 passengers. We understand the significance of this specification in meeting the transportation needs of the City of Coral Springs. To comply with this requirement, our buses will be specifically chosen and configured to ensure they offer comfortable seating for at least 20 passengers and can accommodate up to 30 passengers. This capacity range is ideal for providing efficient intra-city transit while ensuring passenger comfort. We will ensure that the interior layout of each bus not only meets the seating capacity requirements but also allows for smooth passenger flow and adheres to safety standards. Our commitment is to provide a fleet that perfectly balances capacity with comfort, ensuring a pleasant and efficient travel experience for all passengers.

- **Maintenance of the buses will be the responsibility of the contractor.**

Maintenance Program

General Maintenance Plan

ProKel will provide **Fleetio** vehicle maintenance software to ensure excellent management and transparency of fleet data. Fleetio streamlines the maintenance management and ensures accurate reporting. This and ProKel's operations dashboard will provide Coral Springs's staff with direct access to system performance metrics, promoting utmost transparency.

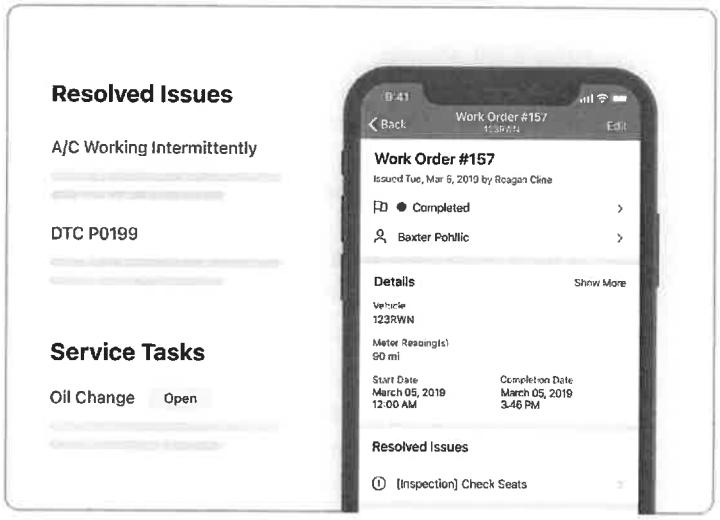
The operations dashboard provides both ProKel's regional and corporate teams and Coral Springs's

staff with a view of service from all operational perspectives. Accurate reporting and timely statistics will help Coral Springs and ProKel have a live pulse on the operation. To ensure the #1 maintenance software, Fleetio, proposed for this solicitation, complements the maintenance program. ProKel's head of maintenance will ensure the City's ProKel fleet and maintenance program is 100% compliant and safe.

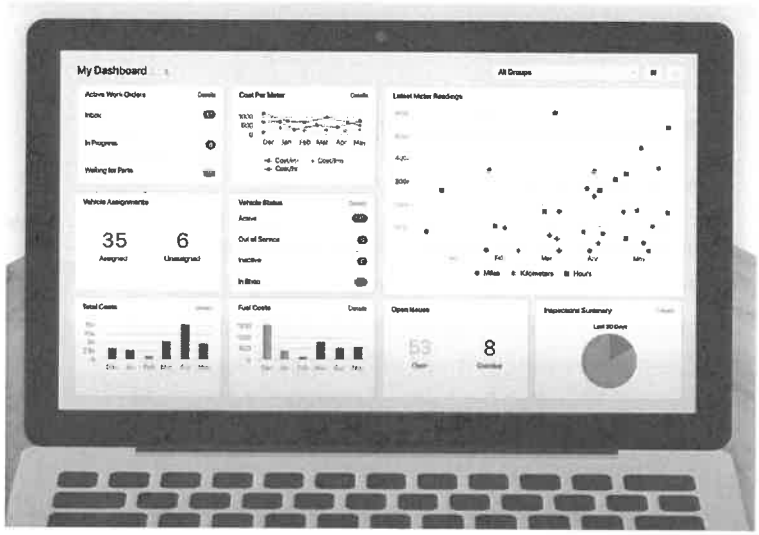
Fleetio is the nation's #1 maintenance software platform.

It reduces manual data entry by automating fleet management tasks, instantly pulling data from other systems to predict future maintenance and more.

Fleetio's fleet maintenance software tracks maintenance activities, work orders, parts and inventory. This software ensures compliance and record-tracking measures are followed. All road calls can be tracked in this system, and miles between road failures can be calculated in order to identify mechanical trend areas. The software integrates with a myriad of systems, including fuel management and inspection tools. It can also identify labor and material costs for specific job procedures and maintenance functions. The maintenance team can access this interface from one (1) or more workstations in the shop.



Our current operations nationwide PMIs are at 100%. Our local team has live access to our maintenance program software, which tracks all the maintenance. The City will also have live access to ProKel's maintenance software, Fleetio.



- **All buses must be cleaned inside and outside daily.**

ProKel fully recognizes and commits to the requirement that all buses in our fleet must be cleaned both inside and outside on a daily basis. We understand that maintaining a high level of cleanliness is essential for providing passengers a pleasant and hygienic environment and for upholding the image and standards of the City of Coral Springs' transit service. ProKel will implement a rigorous and comprehensive cleaning schedule to ensure adherence to this requirement. This will include thorough interior cleaning, seat sanitization, floor vacuuming or sweeping, window cleaning, and the disinfection of high-touch areas such as handrails and door handles. The exterior of each bus will also be washed regularly to maintain a clean and professional appearance.

Our cleaning procedures will be performed by trained staff using appropriate cleaning agents and equipment. Pullout inspections are unannounced and occur daily. A supervisor stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

- **Buses shall meet all requirements of Florida DOT rule Chapter 14.90 (minimum requirements for transit coaches and system equipment).**

ProKel fully recognizes the importance of complying with Florida DOT rule Chapter 14.90, which sets the minimum requirements for transit coaches and system equipment. We are committed to ensuring that every bus in our fleet meets these stringent standards. This commitment extends to maintaining the highest levels of safety, accessibility, operational efficiency, and adherence to maintenance protocols. ProKel will conduct thorough evaluations and necessary adjustments to each vehicle, ensuring full compliance with state regulations and guaranteeing a safe, reliable, and high-quality transit service for the residents and visitors of Coral Springs.

- **Bus operators must meet all certification and licensing requirements. All drivers must be able to communicate fluently in English. Uniforms will be required. The selected vendor must certify that it provides a drug-free workplace program. Drivers are required to attend and successfully complete Broward County's Training Program for drivers in Broward County's Community Shuttle Bus Program or an approved equivalent type of program.**

ProKel acknowledges and agrees to meet all the necessary certification and licensing requirements for our bus operators. We understand the critical importance of having qualified, professional drivers to ensure the safe and efficient operation of the bus service. To this end, all our drivers will possess the appropriate certifications and licenses required for operating buses in Broward County. ProKel ensures that all our bus drivers are fluent in English, facilitating clear and effective communication with passengers and other personnel. This proficiency is crucial for both operational purposes and for providing a high level of customer service. We also will require all drivers to wear uniforms, contributing to a professional and easily identifiable appearance. This

uniform policy will be strictly enforced to maintain a consistent and professional image of our transportation service. ProKel is committed to maintaining a drug-free workplace and will certify that our workplace program adheres to this policy. This commitment aligns with our dedication to safety and responsibility in all operations.

We recognize the importance of specialized training for our drivers. All ProKel drivers will be required to attend and successfully complete Broward County's Training Program for drivers in the Community Shuttle Bus Program or an equivalent program approved by Broward County. This training will ensure that our drivers are well-equipped with the knowledge and skills to provide safe, reliable, and courteous transportation services.

ProKel's internal **Employment Standards Team (EST)** collaborates with **KelHire,** our internal background check/recruiting vertical, to conduct primary reviews of all background criminal records, motor vehicle records, previous employment records and drug screenings.

In addition to comprehensive background checks, we have a **strict zero-tolerance policy about drug and alcohol abuse**. We screen all applicants before offering employment. Resources are available to any existing employee who seeks help or rehabilitation for substance abuse. Our formal Drug and Alcohol Policy can be provided for review upon request.

ProKel's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy and productive work environment. All of our employees are subject to the four (4) drug and alcohol screening types described below, pursuant to their employment category (safety-sensitive versus not-safety-sensitive):

Pre-Employment–All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test or a positive screen results in revocation of the offer of employment.

Random–All safety-sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.

Post-Accident–ProKel conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, we will reserve the right to test any safety-sensitive employee after any accident/incident regardless of the severity of the accident/incident.

Reasonable Suspicion–This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

Under ProKel's Zero Tolerance Drug and Alcohol Testing Program, administered by our Safety Manager, a positive screen or refusal to be tested under these conditions results in termination of

employment. It is regularly updated and complies with and/or exceeds FTA and DOT requirements. ProKel has successfully completed each FTA audit to which it has been subjected.

Random drug and alcohol testing selections are determined using state-of-the-art software, including a computer-generated selection process program that randomly selects individuals (donors) for testing without discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately. ProKel uses local occupational health clinics to perform urine and breath alcohol collections for testing. All results are transmitted to the Safety Manager, who processes the information and provides it to the local management team.

- **The selected vendor should utilize buses that support alternative fuels as defined by the U.S. Environmental Protection Agency.**

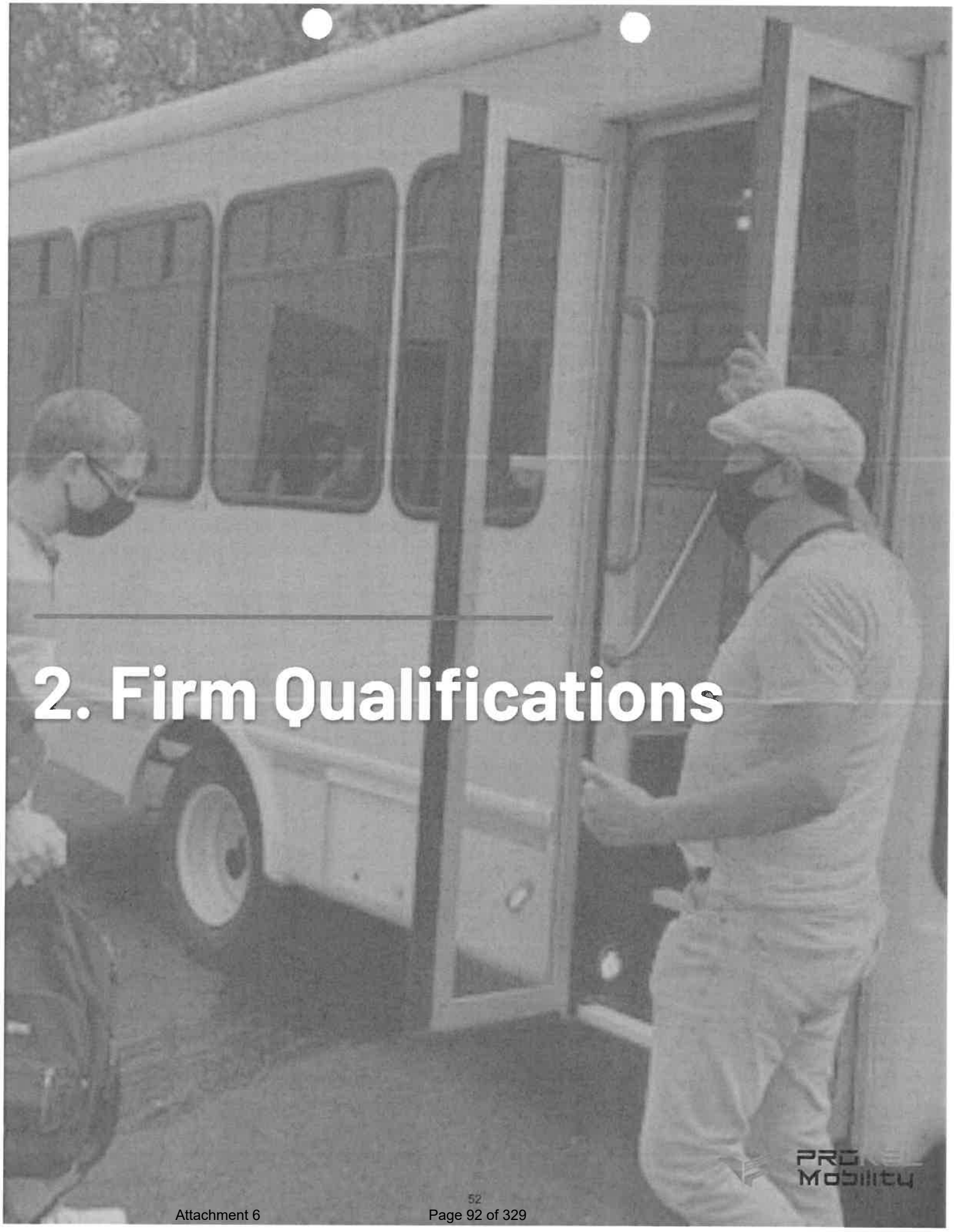
ProKel will use the vehicles provided by the City and support the City's goals and expectations.

- **The selected vendor to perform additional services as may be required by the City.**

ProKel is prepared to perform additional services as may be required by the City. We understand that the scope of public transportation services can evolve, and additional needs may arise during the course of our contract. ProKel is committed to maintaining a flexible and responsive approach, ensuring that we can adapt to and meet these changing requirements. Our team is equipped to handle a variety of transportation-related services and will work closely with the City to identify and fulfill any additional service requirements, all while upholding our standards of excellence and customer satisfaction.

- **The selected vendor shall adhere to all requirements stipulated in the included Inter-Local Agreement between the City of Coral Springs and Broward County as well any updates thereafter, see Exhibit B.**

If selected, ProKel will comply with every stipulation listed in the Inter-Local Agreement between the City of Coral Springs and Broward County.



2. Firm Qualifications

2. Firm Qualifications

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Local Intra-City Bus Transportation Services may be brought to bear on the proposed work.

This section must also identify the supervisory personnel who will work on the project along with an organizational chart. Resumes of each person that will be assigned to the project should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, honors, and awards received, professional associations of which the firm and/or its personnel are members.

- **Description of the firm, including the size, range of activities, etc.**

Who We Are

ProKel Mobility ("ProKel") is uniquely qualified to be the provider of the City of Coral Springs ("City") Community Shuttle Bus Service. As one of the largest transportation providers in the South Florida Metropolitan area and the only local provider able to meet the City's requirements, ProKel Mobility has the knowledge, resources and experience to meet and exceed the City's needs and expectations.

ProKel Mobility is a Florida Department of Transportation DBE-certified minority-owned business that brings extensive experience serving Florida communities. ProKel Mobility's local project management team and regional corporate support are unprecedented in the industry because we provide dedicated account managers to every one of our clients.

ProKel Mobility's goal is to level up transit systems across Florida. We will accomplish this through our three (3)-step plan:

1. *Leveraging* our team's 200+ years of combined transit experience to deliver exceptional transit services for both agencies and end-users.
2. *Implementing* state-of-the-art and cutting-edge transportation technology aimed at increasing ridership, extending coverage and unlocking vehicle efficiency.
3. *Learning* from the diversity of our team to implement equitable, accessible and kind services for end-users. ProKel Mobility's innovative culture and "grounded" cooperation foundation is the perfect match for the City of Coral Springs.



Expert Management Team Who Knows This Service and This Community

ProKel is proud to propose the following expert management team for the successful execution of the solicited services for Coral Springs. In addition to knowing this service inside and out - each member is a transportation veteran, and the project team represents over a century of combined experience - this team also knows this community and cares deeply about its future success. We are committed to bringing the technological and transportation solutions that will drive Coral Springs to its highest potential in the coming decades.

Who We Serve

ProKel Mobility currently works with some of the largest government agencies and leading private transportation companies. We include the following snapshot of a few notable clients we have served in the past two (2) years and clients we are contracted to serve this year.

On the next page is a letter from one of our clients, Central Ohio Transit Authority (COTA) in **Columbus, OH.**

COTA

33 N. High St.
Columbus, Ohio 43215
614-228-1776

May 26, 2022

To Whom It May Concern,

It gives me great pleasure to write a letter of recommendation in recognition of ProKel Mobility. COTA is pleased with the partnership we have with ProKel in meeting the transit needs of our community.

We continue to be appreciative of the services and leadership provided by project manager and executive officer, Kelly Gonzalez, Jr. Kelly is committed to great customer service and improving overall efficiencies of our service. Kelly continues to be responsive to our requests and is flexible in meeting the ever-changing needs of our customers and organization.

Kelly Gonzalez, Jr. and his local team including operators are well-trained and professional. The team cares about customer and client satisfaction including courtesy and dedication. Our success is undoubtedly the result of safe and reliable transportation services the ProKel team provides to the customers of Columbus.

Over the past 5 months, since our partnership with ProKel began, we have seen a consist average on-time performance for our Paratransit service of 97% an increase from the 4th quarter of 2021 from an average of 86% with a different partner. At the same time our ridership is back to pre-COVID levels and being able to maintain a high on-time performance with increased ridership is due to the strong supportive partnership with ProKel. During this period we have saw 20% reduction customer complaints and a 53% increase in customer compliments.

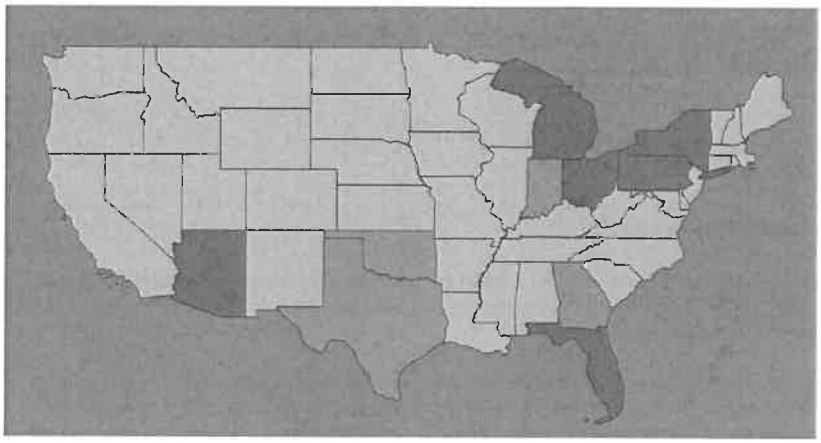
I am truly grateful for our partnership and commend ProKel Mobility for the great work they have delivered for our customers in Columbus. I look forward to our continued partnership as we are continuously striving to innovate and support not only Paratranist but Mobility solutions for our region in the future.

Sincerely,

Amy Hockman

Amy Hockman
Interim Chief of Transit Operations

COTA | MOVING EVERY LIFE FORWARD



Blue States: DBE Certified Only Purple States: Operating

COTA
CENTRAL OHIO TRANSIT AUTHORITY

RTA
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ACCESS LYNX
PARATRANSIT PARTNERSHIP

JACKSONVILLE TRANSPORTATION AUTHORITY

FORMULA 1 MIAMI GRAND PRIX

the rapid

nice
NASSAU INTER-COUNTY EXPRESS

LANta

PalmTran Connection

Local Customer Highlight: City of North Miami Beach Trolley Shuttle Bus Service

ProKel Mobility operates five (5) public transportation routes with five (5) trolley shuttle buses in the City of North Miami Beach. ProKel is responsible for all aspects of the fixed-route shuttle bus operations and maintenance, including customer service and dispatch supervision. ProKel's **high-quality service** has helped the City **increase ridership** by more than 100%, from **4,000 riders a month** to nearly **10,000 riders a month**. ProKel, a true partner and leader in innovation, upgraded all of the operations and maintenance software to cloud-based dashboards. Our innovations improved the quality of services delivered to the community and increased transparency between the City of North Miami Beach and ProKel by providing the City with real-time insight into the operations.



Additionally, ProKel's **preventive maintenance is 100%**, and the City's **on-time performance** is **above 95%** with **zero (0) preventable accidents** YTD. Even with all these operational accomplishments, ProKel is taking the City's transit system to the next level by incorporating Flex Route On-Demand technology to ensure residents have the best reliable access to transportation and connectivity.

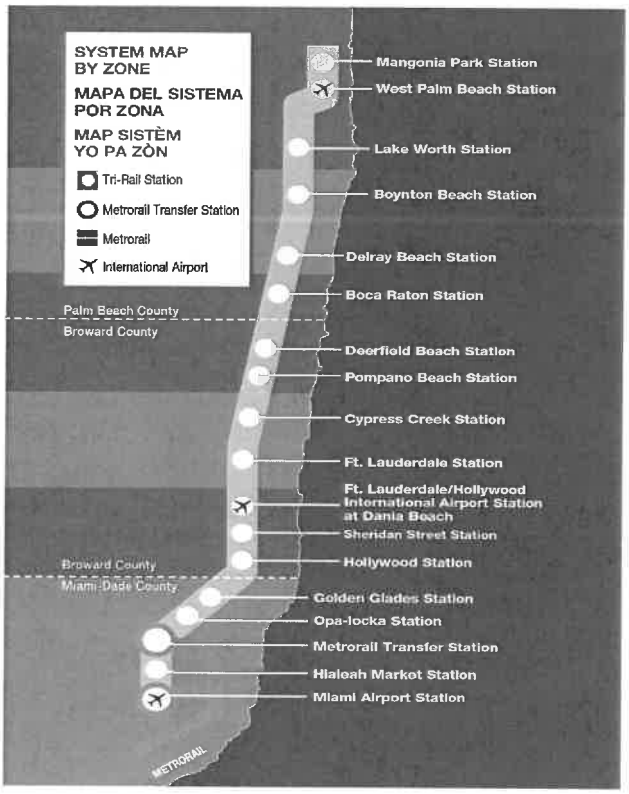
Pictured: Miami Dade County Mayor Daniella Levine Cava with North Miami Beach City Staff and ProKel's Safety Supervisor Cierra Sutton.

PROKEL Mobility Proven Success



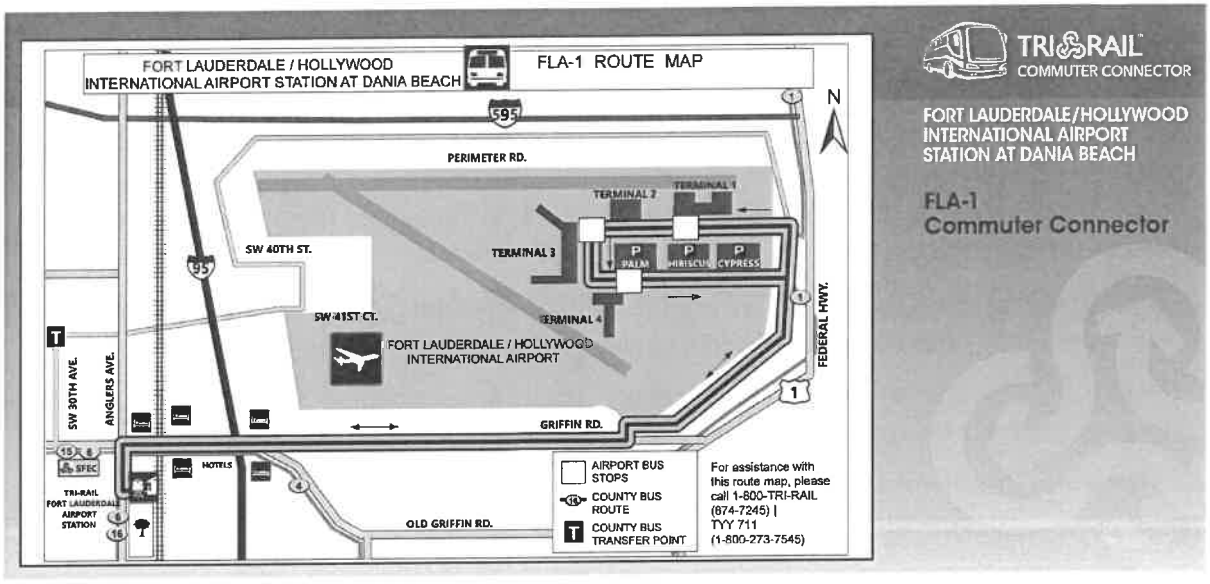
RTA SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ProKel has recently been selected by The South Florida Regional Transportation Authority (SFRTA) as the Prime Contractor. As of June 1, 2023, ProKel will be providing full-turnkey Commuter Fixed Route Bus Services ("Fort Lauderdale Airport Service"; "Fort Lauderdale Airport Feeder Service") to and from the Fort Lauderdale-Hollywood International Airport and Terminals. We will implement our management and operation plan and schedule bus transportation for the 72-mile rail corridor (from the Miami Dade to the West Palm Beach train station). Including transportation services with on-demand technology ensures residents have the best reliable access to transportation.



ProKel will provide Emergency Bus Bridge Services and Emergency Assistance; we will also offer three (3) Scheduled Bus Bridge Services along the 72-mile Tri-County SFRTA rail corridor, with train stops at eighteen (18) passenger stations located within Miami-Dade, Broward, and Palm Beach counties.

ProKel's Commuter/Shuttle Bus Services will support the SFRTA services, which operate 50 trains per day. We offer multiple transportation options; we are here to help the eighteen (18) passenger stations and relieve the fifty (50) trains per day. Overall, we assist with transporting 19,500 passengers a week and 30 trains per day on weekends.



The SFRTA selected us because of our qualified ability to provide the following services:

- Commuter Bus
- Services to and from the Ft. Lauderdale Airport Station at Multiple Terminals at the Fort Lauderdale International Airport ("FLL")
- Emergency Bus Bridge Services and Emergency Assistance
- Scheduled Bus Bridge Services

These include Terminal 1, Terminals 2 and 3 (which are combined), and Terminal 4. There is one (1) additional stop at FLL at a location to be determined by SFRTA at a later date (also referred to as the "Fort Lauderdale Airport Service" or "Fort Lauderdale Airport Feeder Service"). The SFRTA operates the Tri-Rail Service on the SFRC, an approximately 72-mile rail corridor, with train stops at eighteen (18) passenger stations located within Miami-Dade, Broward, and Palm Beach counties. The new Miami Central Station is anticipated to open sometime in the year. The opening of this new station will increase the total number of passenger stations to nineteen (19).

Why ProKel

Experienced Management Team

ProKel's management team consists of leaders in the transportation industry with extensive experience in delivering public transit services. Our executive team is made up of former COOs and many other senior leadership executives from some of the largest transit systems in Florida and across the US.

Supplementing our public transit knowledge is our focus on technological innovations. We leverage our expertise in deploying and managing Intelligent Transportation Systems (ITS).

Intelligent Transportation Systems refers to the application of information systems, telecommunications, sensors and control systems for all modes of transportation.

ITS is a proven systems solution that can:

- Increase the capacity and productivity of service delivery options
- Improve reliability and safety
- Reduce the environmental impact and adverse consequences of incidents

We are also working with The Routing Company (TRC), as previously mentioned, to integrate booking management and routing technology to provide additional sophistication to fixed-route services.

Financial Stability

ProKel has the resources and financial wherewithal to sustain the transition of this project. There are no projects in operation or planned for implementation over the next four (4) years that will impede our ability to transition and/or perform the services under this contract. ProKel is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed us to control interest costs and keep prices lower for our clients.

Local, Minority-Owned Business

Our company is the only local provider able to meet Coral Springs's requirements as outlined within this RFP. We are dedicated to Coral Springs; our team consists of individuals who have been born and raised in the community we serve. As a minority-owned business, we can help Coral Springs meet MWBE goals.

Account Management Team

ProKel Mobility provides each client with a dedicated account management team. Clients have central points of contact who know their specific needs and communities, enabling us to meet and exceed any requirements that may arise during the contract.

Giving Back To Community

ProKel is a committed and active partner to those serving the community. Our proposed management team and staff are the best in the industry, residents of the area, and community leaders. To our management team, this is more than just a "government contract."

Technology Background

ProKel does not merely manage clients' technology products; we serve as a technology solution provider that will assist and advise agencies in the purchase, development, integration and implementation of existing and emerging new technologies.

ProKel also wishes to introduce cutting-edge technology to this system, at no additional cost, along with an exclusive partnership with TRC that includes a flexible route mechanism. With this technology, citizens can request pick-ups in locations that deviate from the normal route, which will alter the route for the driver, creating a seamless, agile pick-up system.

We offer innovations in public transportation that can help market Coral Springs as a modern system, spurring growth opportunities and attracting new businesses.

ProKel Mobility offers the opportunity to partner with TRC to bring our transportation technology and wealth of experience in transportation innovation to our services. TRC comprises mathematicians, computer scientists, academics, transportation policy/grant advisors and rideshare experts. As previously mentioned, members of TRC's team led the deployment of UberPool in over forty (40) locations worldwide and designed and implemented UberBus in the developing world. TRC's policy/grant advisors have secured over $150 million in grant funding for public bodies.

Cost

In addition, ProKel understands the budget constraints of transportation agencies nationwide as we seek to provide much-needed quality transportation services to their respective communities. As more agencies and cities outsource services to private transportation providers to reduce overall costs, there has been a trend of degradation in performance and overall quality of the services. ProKel believes that private companies that seek profits over quality cause this effect.

To combat this trend, we are developing new technology and relationships with innovative technology providers to bring private sector efficiencies to public transit contracts. This is one of the foundational motivators that led ProKel to partner with TRC and bring new cost-saving efficiencies to Coral Springs without compromising the quality of service.

In an era where companies are motivated by profits, we at ProKel have proven our ability to put our core values ahead of gaining revenue at the expense of performance to benefit our customers.

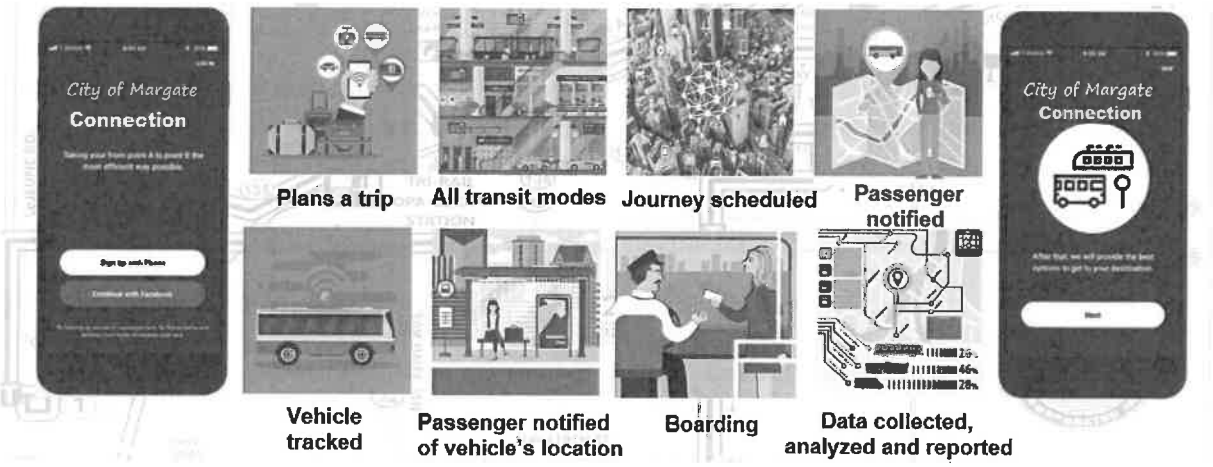
Successful Delivery of Service

ProKel has extensive experience transporting passengers and providing high-quality service. This experience, coupled with our management philosophy, has proven invaluable for our clients, ensuring that implementations and customer experiences are successful. ProKel will bring this diligent commitment and dedication to the City of Coral Springs's stakeholders, as well as the communities and customers it serves.

ProKel embodies **the same innovative and forward-thinking spirit of excellence** that characterizes the City of Coral Springs. Coral Springs wants the right partner that can be trusted to improve **Staffing Levels, Customer Service, and On-Time Performance.**

Our Transportation Planning experts **tailored a Transportation Model** that addresses all of the requirements in the RFP and will be self-sustainable to support the City's redevelopment and economic goals. ProKel, at no cost to the City, **will also include Flex Route On-Demand technology** integrated within the app and in the Transit Model that ProKel is offering to the City. This On-Demand Flex Route feature is currently offered by the Transit Model in Kent, Seattle, which supports their Amazon Distribution Center. ProKel will include this MIT-inspired technology because we understand the City's need for effective transportation as a catalyst for a new economic boom.

At no extra cost to the City, ProKel will provide new state-of-the-art technology to increase the City's transportation connectivity and enhance the customer experience. The City will finally **have its own app** that integrates into Broward transit routes, Tri-Rail schedules and even a planning application programming interface (API) where customers can plan all transit initiatives right from the City's mobile application.



ProKel wants to ensure perfect connectivity and encourages ridership trust with City residents, work commuters, and future distribution/corporate headquarters stakeholders.

For our contracts, ProKel provides, on average, a 95% On-Time Performance. Our call holds time averages 0.56 seconds and 1.69 average complaints per 1,000 trips. Our professional and proven maintenance procedures are the foundation of the operation. We can provide Coral Springs with quality vehicle maintenance, resulting in high fleet reliability and superior performance. ProKel fully understands the importance of having safe, clean and reliable transportation in use with minimal maintenance service disruption.

Supplemental Value

Imagine a world where all city, county, and regional transportation services are connected through increased mobility choices. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents.

The future of transportation is being shaped by customers and driven by their choices and preferences. More than ever before, customers want to be in control. They want to plan their trips, select their payment methods and get the service they want, when and where they want it. As a result, customer expectations influence how private and public providers plan and design transportation services and systems.

ProKel Mobility is proposing a transportation plan that will provide a consistent, long-term program of providing priorities for and investing in existing transit services using proven technologies and operating strategies. ProKel Mobility believes that the plan will offer the greatest likelihood of achieving sustained increases in transit ridership.

The transportation plan builds on the following three (3) strategic areas:

- **Move passengers faster, and more reliably**
- **Make taking public transit more attractive**
- **Innovate for the Future**

To achieve the strategies noted above, ProKel Mobility's transportation plan aims to optimize all transportation resources in Coral Springs, particularly those other than traditional fixed route systems.

ProKel Mobility has identified key elements for near-term implementation and several structural options for the long-term delivery of Mobility Management services in Coral Springs. We can help Coral Springs choose the best option.



The three (3) key elements recommended include:

1. **Mobility on Demand (MOD) systems** have emerged in the last decades as an attempt to satisfy travelers' demands. These systems can provide 'door-to-door' transportation in

small vehicles, with the possibility of pre-booking.

ProKel Mobility has the understanding, experience, team and capability to effectively and efficiently design, develop and deploy mobility-on-demand solutions to provide cities, transit agencies and customers with a cost-effective, robust, world-class transportation system.

ProKel Mobility deploys a fully connected, information-rich system and is able to address safety, mobility, and environmental impacts, which will deliver greater livability to our communities and our daily lives.

ProKel Mobility has invested in a mobility platform for transport operators, municipalities and corporations matching multiple passengers headed in the same direction with a moving vehicle. All routes are fully dynamic and adjusted in real time based on traffic and demand. The algorithms are made to ensure maximum punctuality on every ride. ProKel Mobility provides effective pooled transportation; all rides are shared with other passengers heading to a similar destination or with common directions.



Passenger App: Available to customers who can create their profile, cancel a ride if necessary, monitor the bus's arrival, and follow its journey throughout the route. The Shotl algorithms are made to ensure maximum reliability.

Driver App: We install tablets (or smartphones) in vehicles with loaded routes. With the app, the route will be predetermined. The platform provides drivers with navigational instructions, logging all details such as the pick-up hour and location, the vehicle's routes, delays, etc.

Real-time dashboard: Fleet and operation managers have full access to a dashboard to supervise all operations and services in real-time, look at the demand fluctuation, manage vehicle availability, corroborate the status of every trip, add new or remove obsolete virtual stops, and verify all past services and operations.

2. Flex or Deviated Fixed Route Services

Flexible/deviated services incorporate typical fixed-route and demand-responsive models. In most cases, flexible services may be more cost-effective and serve a broader range of users more effectively by replacing 40-foot bus service from neighborhood streets and replacing them with smaller buses, which would feed fixed route service on main arterials.

Advantages include:

- Smaller buses traverse narrower side streets better than larger buses and are generally more acceptable by neighborhoods than larger vehicles
- Main street routes operate at a higher rate of speed and become more cost-efficient
- Circulator routes can be operated in many different fashions such as fixed, flex or dial-a-ride service
- Service can be implemented in new areas with potential ridership — as demand increases, the expanded area would be moved to larger buses

3. **First/ Last Mile Initiative**

   ProKel Mobility's on-demand first/last mile system connects people with fixed-route transit services. Customers using smartphone apps within predetermined service areas could request to be picked up on-demand and share rides with other customers to/from the nearest transit station.

   The services are also available to customers through call centers and would offer wheelchair-accessible vehicles when needed.

ProKel Mobility, with over 200 employees, is a prominent transportation provider in the South Florida Metropolitan area. We have established ourselves as a leader in providing diverse transit services as a Florida Department of Transportation DBE-certified minority-owned business. Our expertise encompasses full-service, on-demand, micro-transit, paratransit, medical, and shuttle services. This breadth of services demonstrates ProKel's adaptability and proficiency in various transportation sectors.

ProKel stands out for its local project management and regional corporate support, setting industry benchmarks with its dedicated account management for each client. Their approach to service delivery is multi-faceted:

1. **Extensive Transit Experience**: Leveraging over 200 years of combined team experience, ProKel ensures top-notch transit services for agencies and end-users.
2. **Cutting-edge Technology**: The firm implements advanced transportation technologies to enhance ridership, expand coverage, and optimize vehicle efficiency.
3. **Diverse and Equitable Services:** Learning from its diverse team, ProKel prioritizes equitable, accessible, and respectful services.

ProKel's innovative culture and grounded cooperation foundation make us an ideal match for Coral Springs. Our recent selection by the South Florida Regional Transportation Authority (SFRTA) as the Prime Contractor showcases our ability to handle large-scale, complex projects. We offer comprehensive Commuter Bus Services, Emergency Bus Bridge Services, and Scheduled Bus Bridge Services, highlighting their versatility.

ProKel's management team comprises industry veterans with extensive experience in public transit, complemented by a focus on Intelligent Transportation Systems (ITS) for improved service

delivery, reliability, and environmental benefits. Their financial stability, lack of debt burden, and efficient operations enable competitive pricing for clients. As a local minority-owned business, ProKel is deeply embedded in the communities it serves, ensuring a personalized and understanding approach to transit solutions. Our technological prowess and innovative partnerships, like with The Routing Company (TRC), bring modern, flexible route mechanisms to public transit.

ProKel Mobility is not just another transportation provider; it's a visionary company that understands the nuances of Florida's transit needs and is equipped to revolutionize transportation in Coral Springs. Our commitment to quality, innovation, community involvement, and efficient cost management positions us as the best choice for Coral Springs' transit system enhancement.

- **Resumes of each person that will be assigned to the project should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, honors, and awards received, professional associations of which the firm and/or its personnel are members.**

Expert Management Team Who Knows This Service and This Community

The following is an introduction to the ProKel team and an overview of our vast experience with and expertise in similar projects.



Justin Cayless
General Manager



Robert Hann
Special Projects Manager



Natasha Serra
Director of Grants and Mobility Funding Compliance



Vasti Amaro
Strategic Advisor



Kelly Gonzalez Jr.
CEO + Owner
Project Manager



Anthony Radicone
VP of Maintenance



Warren Montague
Special Projects Consultant



Jacqueline Goldsmith
Operations Manager



Frank Ciccarella
Vice President of Safety



Eduardo Carrion
Chief Operating Officer



Marcos Monheit
CFO



Michelaire Phanor
Vice President of Operations



Angelica Williams
Director of HR and Internship Program



Lashonda Carter
Regional Safety Manager

Justin Cayless, General Manager



Justin Cayless brings over seven (7) years of extensive experience in fixed-route paratransit operations. His journey began as a JTA Paratransit Supervisor, evolving into roles of increasing responsibility, including Director of Operations and Interim Senior Director of Operations for the New Orleans RTA. With expertise in overseeing a $115 million annual budget and managing a team of over 600 employees, Justin has proven his abilities in contract management, budgeting, and operational oversight. His tenure includes significant achievements in implementing technological solutions, enhancing customer service, and improving operational efficiencies. Justin's adeptness in emergency preparedness, ADA services, and innovative transit project implementation marks him as a leader in the field of public transportation.

Robert Hann, Special Projects Manager



Robert Hann has been in the transportation industry since 1995, most recently serving as General Manager for Coach USA in Chicago. He will serve as the transportation planner for the Coral Springs project.

He has vast experience designing and operating fixed-route bus services, corporate commuters, airport, convention and parking lot shuttles, and private transportation solutions.

Robert has an MBA from DePaul University and an MS from the Kelley School of Business at Indiana University.

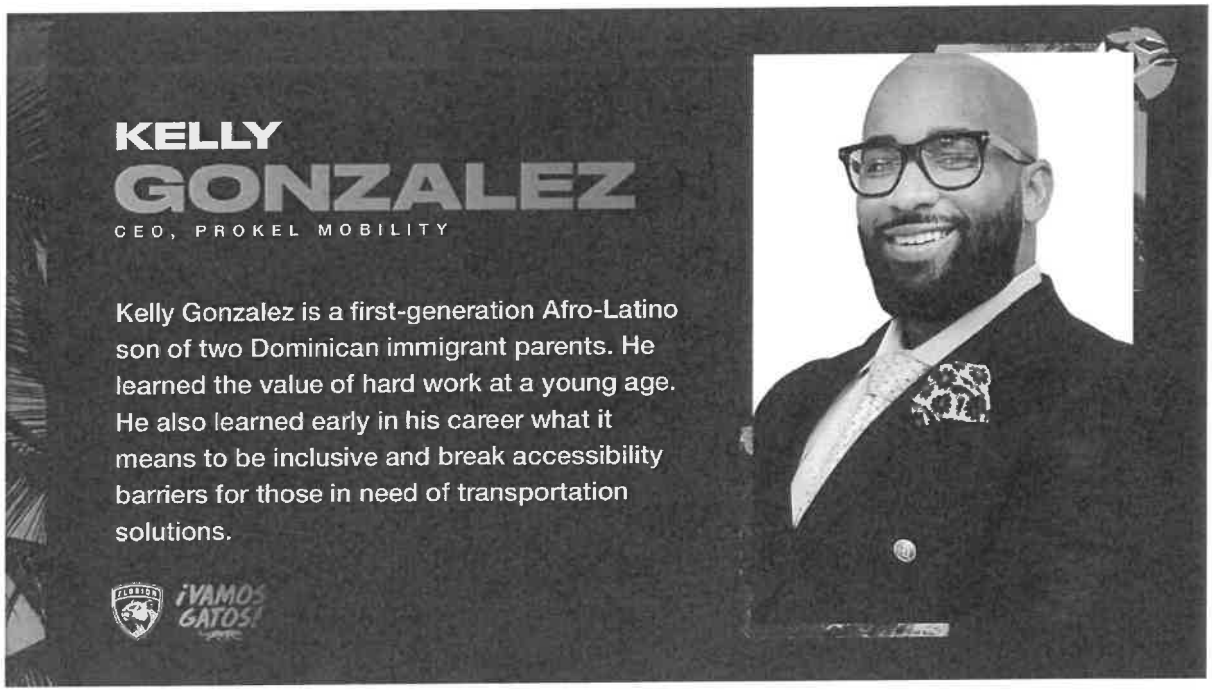
Kelly Gonzalez Jr., ProKel Mobility Coral Springs Project Manager / CEO - 2ND VP OF COMTO Miami



Kelly is the embodiment of the American dream in the transit community. Starting off as a driver earning minimum wage, he became the director of North America's largest privately owned transportation company. His previous experience includes working at a company whose growth expanded to **$1.3 billion in revenue** with **16,000 team members and 10,000 vehicles nationwide**. With this knowledge in tow, Kelly brings the same ingenuity and innovative solutions approach to ProKel Mobility. Kelly's transportation industry solutions have positioned ProKel to become a leader in the industry and secure market space in paratransit, shuttle bus services, and special needs transportation.

Outside of leading ProKel as one (1) of the nation's preferred transportation firms, Kelly is known for his proactive and positive employee relations. Kelly implements performance and safety-focused incentive goals to reward ProKel employees for doing a good job and compensate them for a job well done. This **inclusive equity reward system** is one (1) of the reasons ProKel drivers stay motivated throughout their employment with the company. ProKel's **turnover is less than 6% thanks** to retention plans that Kelly has enacted at the company.

(Featured by Florida Panthers for its Hispanic Excellence Awards)



Local Experience and Knowledge of This Contract

ProKel Mobility's proposed management team and staff to support this contract are not only the best in the industry but also **residents of the area and community leaders.** To the management team, this is more than just a "government contract."



ProKel Mobility's CEO/Owner, Kelly Gonzalez Jr., is a resident of South Florida and has led numerous initiatives to propel South Florida's transit management development and the community.

During his tenure as general manager for the Transportation Management Association's Downtown City Fort Lauderdale Sun Trolley and Broward County's TOPs Program, Kelly oversaw 260 employees and 100+ propane and diesel vehicles. Kelly was able to lead the County to new accomplishments, including the following:

- Worked with local stakeholders to push the Penny for Transportation surtax, which is now helping multiple small cities within the County
- Raised the wages for the workforce and added new, attractive benefit packages to improve the quality of life of all employees and satisfy his *Diversity, Equity, Inclusion* philosophy
- Successfully introduced, piloted and operated the City of Fort Lauderdale's first 100% electrical shuttle bus, thus reducing the carbon footprint

CITY OF FORT LAUDERDALE FLORIDA

BROWARD.org



- Successfully organized, shuttled and evacuated residents to shelters during the State of Emergency declarations of Florida Governor Ron DeSantis and Broward County Mayor Mark Bogen
- Introduced new safety programs focused on positive behavior reinforcement, which helped dramatically decrease accidents and improve passenger customer service
- Sourced new micro-transit alternatives to offer partnering cities improvement in service delivery and innovation
- Assisted cites as a consulting arm (at no additional cost) with marketing and route optimization initiatives



to ensure they surpass their Interlocal 1.7 PPH agreements

Kelly is also active with numerous at-risk youth non-profit organizations in Florida. Growing up from humble beginnings in inner-city Liberty City, Kelly depended on the Police Athletic League (PAL) and afterschool programs for support, education and sometimes even food.

Today, via ProKel Mobility, Kelly prioritizes being involved in the community he serves.









The preceding photos depict a few examples of Kelly's community involvement, emphasizing giving back to local communities. Kelly partners with local government and local PAL programs to help fill voids and needs for the most vulnerable within the community.

Eduardo Carrion, Chief Operating Officer



An innovative and results-driven leader focused on achieving exceptional results in fast-paced environments that demand continuous process improvement, Eduardo is a visionary, strategist and tactician. He has accomplished many important tasks in the first six (6) months of his position. His drive comes from sincerely wanting to provide a reliable and effective source of public transportation for the community.

In his own words:

"Knowing that the services we provide make a difference to individuals in our community is my favorite part of my job. We are here for that little old lady who needs to go to the pharmacy to get her medicines, and we are the only means to get there; for that young mother of two that I see every morning waiting at a bus stop on her way to take the kids to daycare then to work; for that young man going to our local community college – he is the first of his family to go to college; for the gentleman in a wheelchair who wants to be independent and not rely on others for transportation. We are here for a large number of people that either choose or are dependent on public transportation to get to work."

Eduardo also served in several executive positions within the Regional Transportation Authority (RTA), including Director of Information Technology and Director of Planning and Development. His career at RTA was marked by his innovation and resourcefulness in seeking and securing funding for much-needed capital and operational incentives.



Eduardo has a bachelor's degree in workforce education and development, an associate degree in information management, and years of experience managing hundreds of employees at multiple locations. He is a twenty (20) year Air Force Veteran and has worked in technology and logistics. Recently, Eduardo has developed short-term transportation goals for the community, overseeing the annual operating and capital budget and working with local, state and federal legislators on issues relating to public transportation while emphasizing a strong customer focus to ensure that riders receive the best transit service possible.

Eduardo embraces his demanding schedule to effectively carry out his duties and provides the best service available to his community. Many changes were made to effectively enhance RTA's ability to provide better public transportation to the community. He says: *Our*

ultimate goal is to link people with jobs, recreation, medical facilities, education, shopping, cultural, and other daily activities by offering mobility choices consistent with the region's long-range needs.

To put it briefly, Eduardo consistently delivers extraordinary growth, operational performance, and workforce development results. He is experienced in driving services, process and customer service improvements while building partnerships with key decision-makers.

He will help Coral Springs ensure a comprehensive and complete system.

Vasti Amaro, Strategic Advisor



Since Vasti joined the company in 2020, ProKel Mobility has broken into new market sectors and doubled its growth despite the pandemic. Vasti helped build ProKel's operations structure, which has today allowed the company to operate at 95% on all operations, safety and safety metrics nationwide.

Vasti has more than twenty-five (25) years of transportation experience in both public and private sectors, delivering passenger transport in transit, airport ground transportation and university spaces. While working for global transportation firms, she was responsible for successful start-up operations for Hillsborough Area Regional Transit (HART) in Tampa, Dallas Area Rapid Transit (DART), Phoenix Transit, Greater Richmond Transit Company (GRTC), Phoenix Sky Harbor International Airport (CONRAC), Fort Lauderdale-Hollywood International Airport and the bus shuttle for Miami International Airport.

Before joining ProKel's board and serving as the executive suite coach for ProKel's CEO Kelly Gonzalez Jr., Vasti served as the Chief of Staff for the Port Authority of Allegheny County, where she worked closely with CEO Katharine Eagan Kelleman to help improve the agency's service, modernize its systems and expand the public engagement programs.

Vasti also serves as an Advisory Board member for Women of Color Golf and Director of the Girls on the Green Tee Program, a nonprofit organization based in Tampa, FL. Their mission is to teach women and young girls of color, ages ten (10) to seventeen (17), the game of golf. The organization was recently selected as the PGA Charity of the Year, receiving $30,000 for the Girls on the Green Tee program. They also hosted its Inaugural Golf Classic in conjunction with the NFL Alumni Super Bowl golf tournament raising additional funds for the program.

Natasha Serra, Director of Grants and Mobility Funding Compliance



Natasha is dedicated to the South Florida region and has over eight (8) years of experience with auditing and compliance in FTA 5307, 5310, 5311, 5312 and 5339 funding. Natasha holds a degree in Organizational Management with a Concentration in Public Safety Administration. She is a passionate human services advocate with a proven track record of leveraging resources to implement transit projects. She has extensive experience with public involvement programs at the local, state and national levels and has developed innovative programs by integrating technological resources and human capital. Natasha excels at organizing community stakeholders towards common goals while tracking and analyzing program-related performance measurement metrics.

Frank Ciccarella, Vice President of Safety



Frank has over forty (40) years of senior executive safety and training transportation experience. Frank joined ProKel Mobility in October 2020 and has positively reshaped the safety culture within the company.

Winner of the 2007 American Public Transportation Association (APTA) Gold Award for the best overall safety program in America and now Vice Chairman of the APTA Bus Safety Committee, Frank has gone from strength to strength, conceiving, creating, implementing and directing a great number of transportation safety programs– especially paratransit safety and customer care driver training programs. He has been rewarded by seeing these programs come to fruition, raising the safety and customer care levels in the companies concerned. Frank has expertise as a senior executive in a $2.2 billion passenger transportation company and has directed large-scale change management processes.

Lashonda Carter, Regional Safety Manager



Lashonda is highly proficient in the Smith System and LLLC defensive driving programs. She incorporates these programs as the foundation of her organizational behavior disciplines and management theories. She joined ProKel in 2017, and the company immediately felt the impact. Our accident frequency rate decreased by 43%. This not only ensured the safety of our passengers and drivers but also affected the financials of our company; we were able to lower our pricing due to decreased insurance premiums, which in turn allowed us to be more price-competitive for our customers and helped them be better stewards of the funds they receive for our services.

At ProKel, we take safety seriously. Lashonda has a No Unsafe Zero (0) Tolerance Policy, which ensures the safety of the passengers on the road.

Lashonda also has multiple positive behavior incentive programs that encourage safe driving. She is a big believer in positive reinforcement. Her monthly positive behavior and incentive programs keep our drivers on their toes and excited about safety while boosting the overall morale of our company. The standard she sets at the location can be felt when we receive positive customer service commendations from riders. She always preaches that great safety habits and workforce morale will trickle down to the service provided.

Angelica Williams, Director of HR and Internship Program



Angelica is a University of Florida graduate with over ten (10) years of experience in human resources, recruiting and internship programs. Angelica will manage Coral Springs's recruiting functions and ensure ProKel has the best talent in the industry. She will also work directly with Kelly Gonzalez Jr. on programs to ensure Coral Springs's employees are retained and morale is consistently high.

She will oversee the development and implementation of this program and assign interns to various departments. Angelica is the liaison between the company and the educational institution (the student's faculty sponsor, career center director and/or career counselors). She directly supervises and interacts with the interns, coordinates their day-to-day activities with department supervision, evaluates intern performance and provides progress reports to the educational institution.

Warren Montague, Special Projects Consultant



Warren Montague brings over thirty (30) years of first-class transportation operations experience. With twenty (20) years leading transportation efforts in the City of Philadelphia and an impressive transit record managing transportation services as a paratransit general manager providing services for Metropolitan Atlanta Rapid Transit Authority (MARTA), Warren has one of the most distinguished resumes in the nation.

As the former manager of mobility services (operating as a contractor for the Detroit Department of Transportation), Warren is a mentor to ProKel's CEO Kelly Gonzalez Jr. Warren took Kelly under his wing in 2015 via the Conference of Minority Transportation Officials' (COMTO) workshop programs. Since 2015, our CEO has been fortunate to learn from the best.

Warren will assist Coral Springs on all matters related to paratransit services.

Warren currently serves as the manager of mobility services for MV Transportation in Detroit, MI. In this role, he is the liaison for the Detroit Department of Transportation (DDOT) Compliance & Standards department, which oversees the Disadvantaged Business Enterprise (DBE) Program, Title VI, Paratransit Services, Specialized Services and the Drug and Alcohol Program.

Previously, Warren was the chief operating officer for Customized Community Transportation of the Southeastern Pennsylvania Transportation Authority (SEPTA), for which he was responsible for all contracted transportation services, including paratransit, circular, and small bus routes in the surrounding counties. As a transportation professional, he was an effective chief and oversaw one of the largest paratransit operations in the United States. His management expertise facilitated the delivery of critical transportation services to a seriously under-served constituency in the fifth-largest city in the country.

Since 1996, Warren has been an active member of COMTO's local and national organization in the following capacities:

- President of the Greater Philadelphia Area Chapter (six (6) years);
- National Board of Directors (ten (10) years)
- Council of Presidents Representative (six (6) years)
- Secretary/Treasurer (two (2) years)
- 1st Vice Chair (two (2) years)
- Conference Chairman, 2011 National Meeting and Training Conference in Philadelphia, PA

Under his leadership and guidance, the Greater Philadelphia Area local chapter has received numerous awards, including "Chapter of the Year" for its community service and scholarship efforts. In addition, local corporate executive members have been awarded "Executive of the Year." Warren has received several awards for his service and leadership, including the Gerald A Sibling

Award. Although currently working in the Midwest, he continues to stay connected and counsel the local chapter.

Marcos Monheit, CFO



Marcos Monheit is an alum of John Hopkins University. Marcos has over twenty (20) years of experience in the financial realm.

He is a financial executive at Monheit Consulting LTD., with broad experience in all aspects of financial management, including accounting, financial reporting, budgeting and analysis, treasury, capital markets and mergers and acquisitions. He is experienced with start-up companies, private equity funding, and companies at every stage of development. Marcos specializes in financial modeling, mergers and acquisitions, interest rate derivatives and implementation of credit facilities.

Mitch Phanor, Vice President of Operations



ProKel Mobility's Chief Operating Officer, Mitch Phanor, brings over twenty (20) years of transit experience from working with the New York transit system. Mitch had oversight of startups and mobilizations, which included 2,000+ vehicles and 3,000+ team members during his tenure in New York City, for all the municipal contracts under New York City Transit and local and state governing agencies.

During his twenty (20) year term in New York City, Mitch's operations maintained a 97%+ On-Time Performance, and he was recognized for multiple Safety and Blue Seal of Excellence Awards for maintaining government-owned fleets in good condition while ensuring his maintenance technicians were Automotive Service Excellence (ASE) certified.

Mitch's extensive experience in operating and managing all of New York City's boroughs will give Coral Springs operation experience oversight that no other local provider can match or deliver.

Mitch fosters a spirit of "the customer always comes first" and takes pride in his work to achieve that goal, exceeding Coral Springs's contractual expectations. Mitch's experience in management culture has proven to be invaluable in servicing the transportation needs of all the agencies ProKel services, including:

- The State of New York,
- The City of North Miami Beach,
- The Columbus Ohio Transit Authority,

- The Valley Metro Regional Public Transportation Authority,
- All Palm Beach County regional operations,
- All Broward County regional operations, and
- All Miami Dade County regional operations.

Mitch oversees the day-to-day operations for ProKel nationally; he is committed to providing exceptionally tailored services to Coral Springs and addressing individual needs and requirements.

Anthony Radicone, Vice President of Maintenance



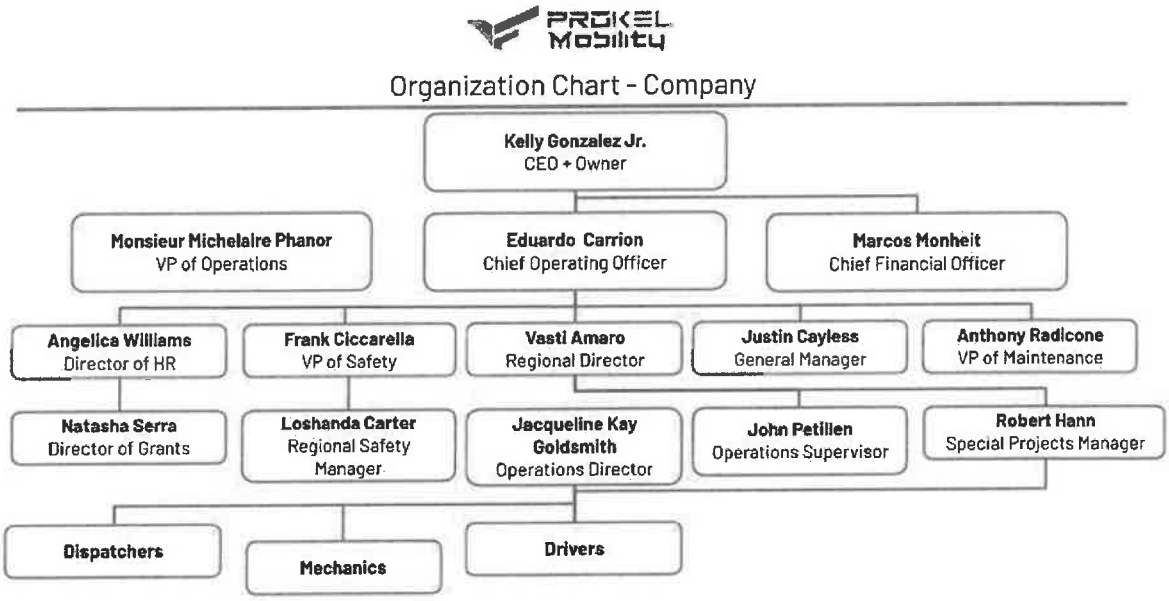
Anthony Radicone will be the Vice President of Maintenance for this engagement, bringing his experience running maintenance operations on the management level for over thirty (30) years.

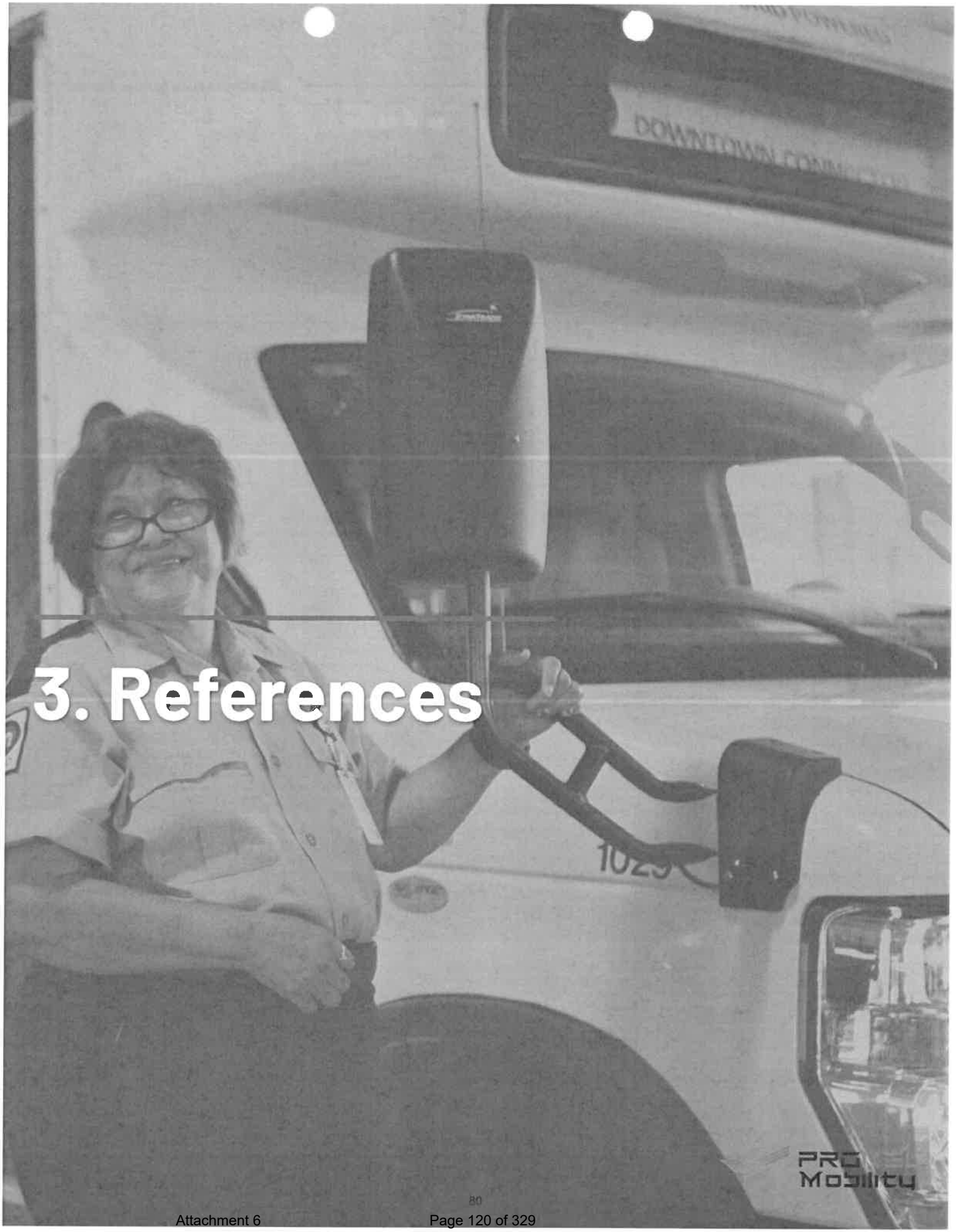
He most recently served with First Transit Group until 2019. As the Maintenance Manager, he ensured safe operation and proper service schedules, including Audit Work Orders, monitoring trends and recommending changes to the maintenance program. He will bring his master capabilities to Coral Springs, supporting the existing and new fleets.

For further information about any of our team members, please contact us. Additionally, we have attached our key personnel resumes in **Appendix B: Key Personnel Resumes.**

- **Organizational chart**

  ProKel has provided our organizational chart below:





3. References

CORAL SPRINGS
— EVERYTHING UNDER THE SUN —

REFERENCES

In order to receive award consideration on the proposed RFP, this" References sheet" must be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

Bidder (company name): : PROTRANSPORTATION INC. DBA Prokel Mobility
Address: 1200 North Federal HWY Suite 200 Boca Raton, FL 33432
Telephone No: (561) 506-5721 Fax No.: (305) 675-3611
Contact person: Kelly Gonzalez Jr. Title: Chief Executive Officer
Number of years in business: Eight (8) Years
E-mail Address: kelly@prokelmobility.com
Address of nearest facility: 1200 North Federal HWY Suite 200 Boca Raton, FL 33432

Provide all companies or governmental agencies where these services were provided in the last two (2) years:

1. Company Name: City of North Miami Beach
   Address: 17050 NE 19th Avenue North Miami Beach FL, 33162
   Contact Person: Ms. Marjorie Edwards Title: Line Scheduler
   Telephone No:(305)450-8094 Email: marjorie.edwards@citynmb.com
   Detailed Scope of Work: ProKel operates the full turnkey day-to-day management.
   Project Dates (Month &Year): 4/2021 - Present
   Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

2. Company Name: South Florida Regional Transportation Authority (SFRTA)
   Address: 801 NW 33rd St, FL 33064
   Contact Person: Mr. Luis Bello Title: Site Assessment Field Supervisor
   Telephone No:(305)607-8385 5875Email: kenners@sfrta.fl.gov
   Detailed Scope of Work: Public Transportation Bus Shuttle for Fort Lauderdale-Hollywood Airport
   Project Dates (Month &Year): 2023- Present
   Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

3. Company Name: Miami Dolphins Bus Shuttle
   Address: 347 Don Shula Dr Suite 102, Miami Gardens, FL 33056
   Contact Person: Mr. Merrell Higer Title: Senior Director
   Telephone No:(305)943-6690 Email: MHiger@dolphins.com
   Detailed Scope of Work: Shuttle Bus. ADA Transportation to Dolphins, Miami Hurricanes, Hard Rock Stadium events
   Project Dates (Month &Year): 8/2023- Ongoing
   Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

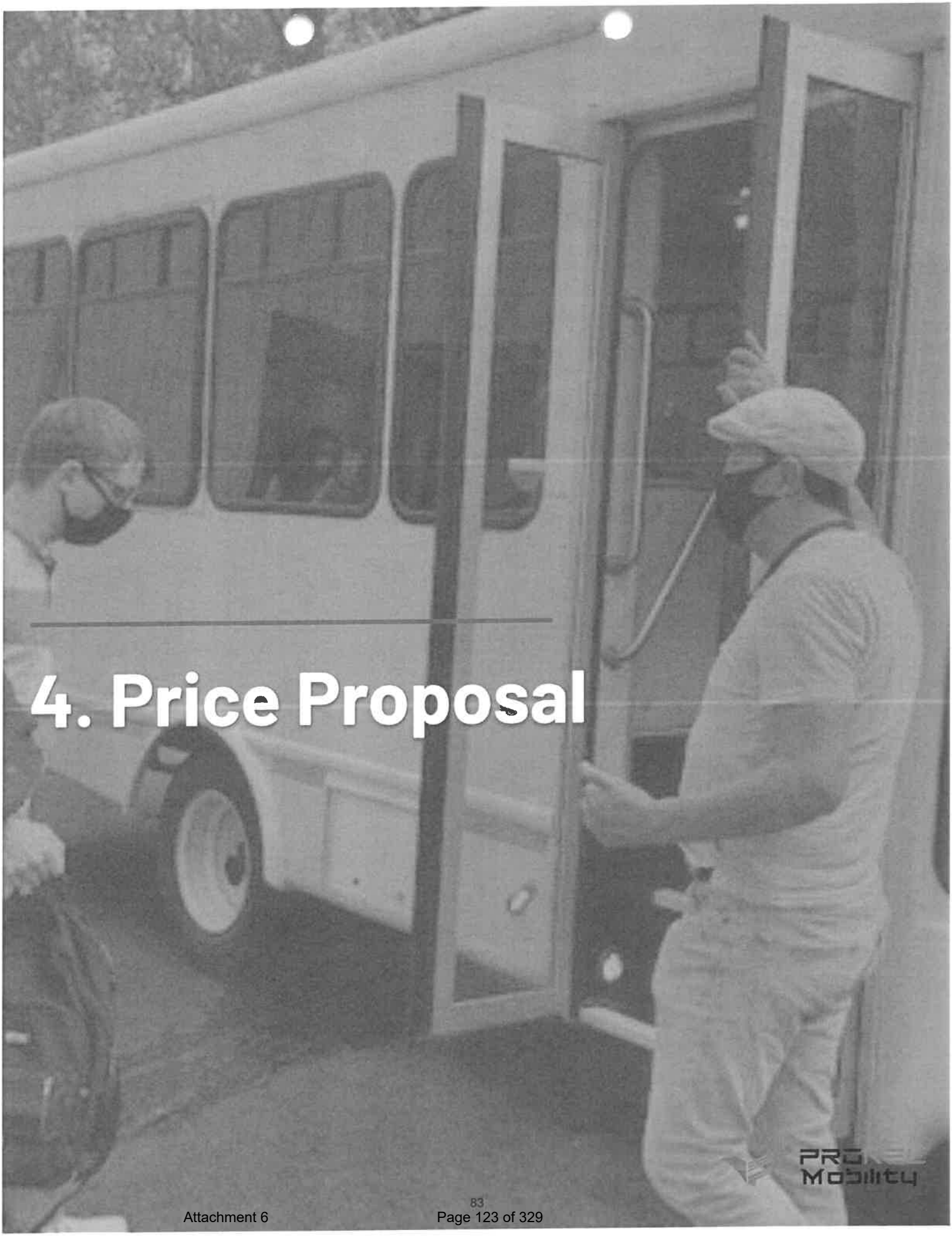
4. Company Name: Central Ohio Transit Authority (COTA) Mainstream
Address: 1330 Fields Ave Columbus OH, 43201
Contact Person: Ms. Amy Hockman Title: Director of Mobility Services
Telephone No: (614) 275-5821 Email: hockmanan@cota.com
Detailed Scope of Work: ProKel partnered with Transdev, operates transportation services for COTA Mainstream.
Project Dates (Month &Year): 1/2022- Present
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

5. Company Name: Formula 1 Crypto.com Miami Grand Prix
Address: Hard Rock Stadium, 347 Don Shula Drive, Miami Gardens, Florida 33056
Contact Person: Mr. Merrell Higer Title: Senior Director
Telephone No: (305) 943-6690 Email: MHiger@dolphins.com
Detailed Scope of Work: We provide Shuttle Bus and ADA Transportation Services
Project Dates (Month &Year): 2023- Ongoing
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

6. Company Name: Palm Tran Connection
Address: 50 S. Military Trail, Suite 101 West Palm Beach, FL 33415
Contact Person: Ms. Lina Aragon Title: Operations Manager
Telephone No: (561) 812-5351 Email: Laragon@pbcgov.org
Detailed Scope of Work: ProKel, partnered with MV, operates transportation services for Palm Tran Connection.
Project Dates (Month &Year): 2023-Ongoing
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

7. Company Name: Jacksonville Transportation Authority
Address: 1111 West Forsyth Street Jacksonville, Florida 32204
Contact Person: Mr. Christopher Macklin Title: Assistant Connexion Manager
Telephone No: (904) 632-5275 Email: CLMacklin@jtafla.com
Detailed Scope of Work: ProKel partnered with MVoperates transportation services for North Florida/Duval County
Project Dates (Month &Year): 2023-Ongoing
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

8. Company Name: Lynx Orlando - Transdev
Address: 4959 L B Mcleod Rd Orlando, Florida 32811
Contact Person: Joey Hogan Title: General Manager
Telephone No: (510) 557-4581 Email: joey.hogan@transdev.com
Detailed Scope of Work: Transportation for the Central Florida Regional Transportation Authority Access Lynx .
Project Dates (Month &Year): 2023-Present
Contract Amount: $ Available upon request Change Orders (Y/N) Available upon request

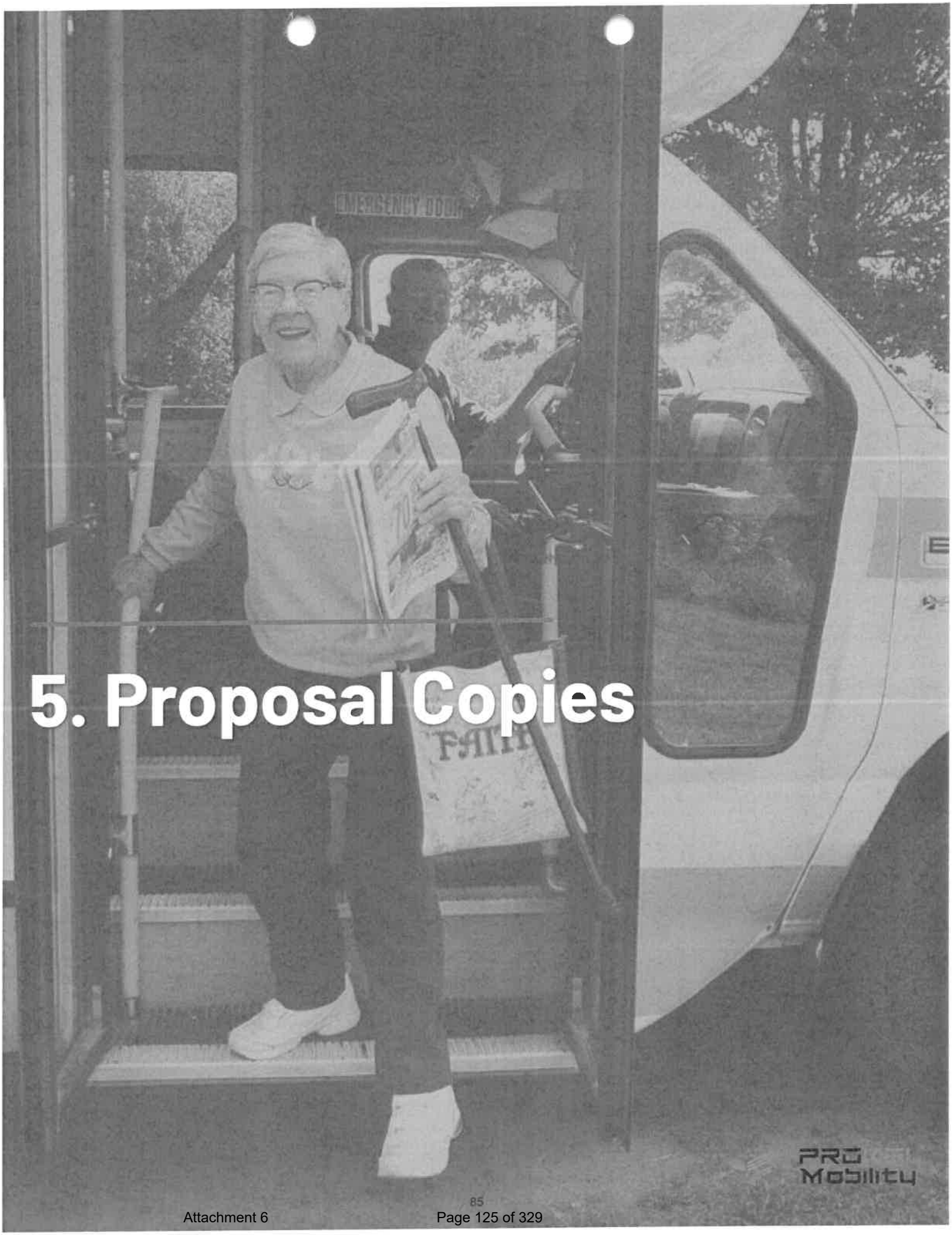


4. Price Proposal

4. Price Proposal

Submit your signed, firm, fixed fee price proposal for providing all design services, labor, materials, equipment etc., required for completion of services in accordance with your technical proposal on the provided Bid Form.

ProKel has submitted our signed, firm, fixed fee price proposal for providing all design services, labor, materials, equipment etc., required for the completion of services.

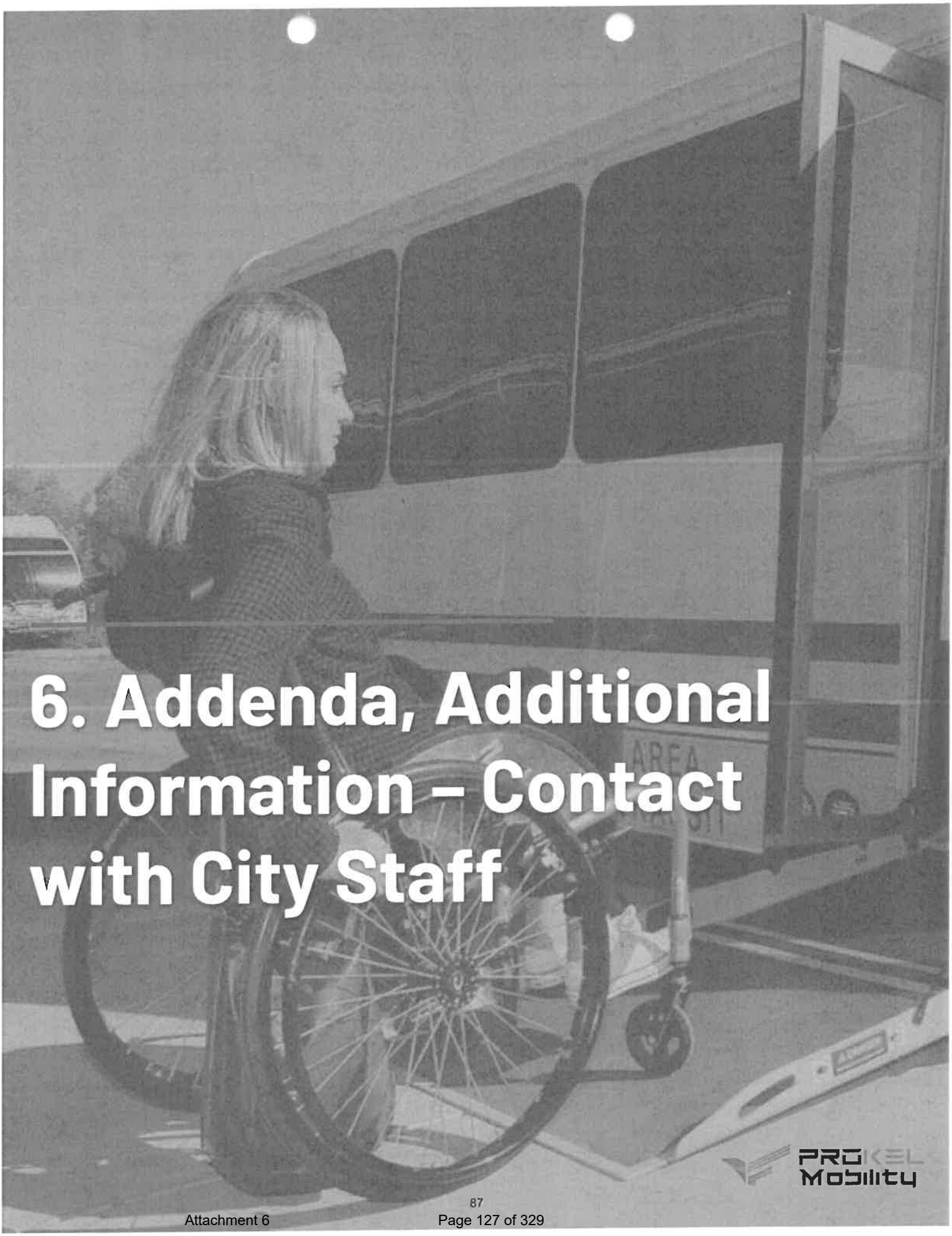


5. Proposal Copies

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Assistant Purchasing Manager. Electronic submission of proposals will be accepted through Demandstar.com or emailed to bids@coralsprings.gov.

ProKel is aware that electronic submissions are accepted through Demandstar.com or by emailing bids@coralsprings.gov. ProKel is prepared to comply with these submission guidelines to ensure our proposal's proper and timely receipt.



6. Addenda, Additional Information – Contact with City Staff

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Any contact with City Staff other than those in the Purchasing Division during the solicitation, evaluation, and award process regarding their Request for Proposal (RFP) may be grounds for elimination from the selection process. Only those communications, which are in writing from the Purchasing Manager, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: December 20, 2023

RFP NO.: 24-B-074

ADDENDUM NO. 1
LOCAL INTRA-CITY BUS TRANSPORTATION

Addendum is being issued in response to received Request for Information:

1. **Award Date vs. Service Start Date (Page 5, Section V):** On page 5, Section V, the RFP mentions that the Award Date of the Contract will be 2/21/24. Could you kindly provide information on the anticipated start date for the bus transportation service under this contract?

    - The anticipated start date for the bus transportation service will be February 29, 2024.

2. **Electronic Submission (Page 4, Paragraph 5):** Regarding the submission of proposals, if we choose to submit electronically, is it sufficient to send the electronic files via email to bids@coralsprings.gov, or is it mandatory to upload them to the Demandstar website? Your clarification on this matter will help ensure a seamless submission process.

    - Submission of proposals can be email to the referenced address, uploaded to Demandstar.com, or be brought in.

3. **Contract Renewal and Rate Increase (Page 6, Section VII):** In Section VII, it is mentioned that the contract will be for a three-year term with the option to renew for an additional three year period. Could you please confirm if the renewal requires mutual acceptance by both the city and the contractor and if there is a mechanism for rate adjustments during the second three-year renewal period?

    - Contract renewal will require mutual acceptance by both parties. The rate adjustment during the second three-year renewal period will be contingent upon the County's rate adjustment.

4. **Termination for Convenience Clause (Page 10, Paragraph 23):** Regarding the termination for convenience clause on page 10, Paragraph 23, which allows the City of Coral Springs to terminate the agreement with seven days' notice without cause, could you provide clarification on whether the City would consider reimbursing the contractor for the unamortized amount of vehicles purchased under this agreement as the contractor will be spending more than a quarter of a million dollars on the purchase of new vehicles.

    - No, the City will not reimburse the contractor for unamortized vehicles purchased under this agreement.

5. **References Requirement (References Form):** The References form provides space for eight references where services have been provided in the last two years. Is it mandatory to provide all eight references, or is there a specific number that must be completed to be deemed responsive?

    - Please list as many references as possible.

6. **Vehicle Procurement (Page 2, Section** II): In Section 11, Scope of Services, it is stated that the vendor must meet all requirements for buses. Could you clarify if the City of Coral Springs expects the vendor to purchase the required new vehicles or if the City will provide them through Broward County Transit? Currently Broward County Transit provides the community shuttle buses utilized by the majority of the other Broward County Community Bus Partners. Broward County funds the New Buses from the Penny for Transportation Surtax that was passed in November, 2018. Please clarify who will be responsible for the purchase of the New fleet for the City of Coral Springs Local Intra-City Bus Transportation program?

    - The purchase of new fleet is the responsibility of the selected vendor, if the City does not choose to lease through the County.

7. **Condition of Vehicles (Page 2, Section** II): Regarding the requirement for vehicles to be "new or in like-new" condition", could you specify whether criteria such as year model or mileage will be used to determine this requirement?

    - The requirements for vehicles to be "new or in like-new condition" are to follow federal vehicles minimum useful life of 5 years and 250,000 for vehicles used in the program.

8. **Backup Buses (Page 2, Section** II): The RFP mentions that "backup buses must be provided within 30 minutes". Could you clarify who will be responsible for providing these backup buses, and if there is an age or mileage requirements for the backup fleet?

    - Whomever the City is leasing the buses is to provide the backup fleet. The backup fleet is to follow the standards set forth for the primary buses.

9. **Alternative Fuels (Page 2, Section** II): Section II mentions that vendor buses should support alternative fuels. In the Broward County Community Bus Program, the buses that are currently provided by the County utilize propane and have been converted to utilize propane by Broward County. Will the buses utilized for Coral Springs be the same propane converted vehicles or will the contractor be required to purchase and/or convert the vehicles to utilize propane?

    - Buses to meet parameters as specified in the Interlocal Agreement.

10. **Bus Wrapping (Page 2, Section** II): Regarding the requirement for buses to be painted or wrapped, could you clarify if the buses are required to be wrapped, will the wrap artwork be provided by the City of Coral Springs? Who will be responsible for the cost of wrapping the vehicles?

    - The County will be responsible for wrapping the buses.

11. **Living Wage Requirement:** Considering the national driver shortage, this driver shortage is being experienced by Broward County Transit, Broward County School District and all other types of transit nationally. Due to this National Driver Shortage, the only way to combat this and consistently provide and retain drivers is to pay comparable wages. Would the City of Coral Springs consider requiring the contractor to implement the Broward County living Wage into this Agreement to attract and retain qualified drivers and eliminate future downtime due to the driver shortages? Many of the other Broward County Municipalities have implemented the Broward County living Wage Ordinance in their RFP requirements to ensure adequate driver coverage for the future.

    - The Living Wage Ordinance is specific to contracts with the County, therefore the ordinance is not applicable to City contracts.

12. **Interim Fleet Utilization:** If the City requires the vendor to purchase the necessary vehicles instead of providing Broward County owned vehicles, would the City of Coral Springs allow the use of an interim fleet while waiting for new vehicles to be delivered? Ordering new vehicles will usually takes three (3) to four (4) months from the time ordered until delivery.

    - Yes, as long as the interim fleet meet requirements set forth in Interlocal Agreement and Chapter 14-90.

13. **Technology Requirements:** Are there any specific technology requirements for the vehicles, such as cameras, GPS tracking, or passenger counters?

    - Buses are to be equipped with all necessary technology to properly service this contract.

14. **Bid and Performance Bonds:** Are there any requirements for Bid Bonds or Performance Bonds as part of this RFP?

    - No Bid Bond or Performance is required for this RFP.

15. **Deadline Extension Request:** Given the upcoming holidays (Christmas and New Years) between the last day for questions (December 20, 2023) and the proposal submission deadline (January 3, 2024). The City of Coral Springs will need to provide answers to all questions submitted after the December 20th deadline and many of the questions have monetary impact on the required price proposal. Therefore, if questions were answered within one work day after the question deadline, vendors will only have six (6) workdays until the submittal due date. This clearly is not enough time. Would the City of Coral Springs consider extending the due date for submittals by a minimum of two (2) weeks?

    - The City will not be extending the due date.

16. Is the current provider of the transportation Broward County Transit or is there a private company providing the transportation?

    - The current provider of the Intra-City Bus Transportation Service is a private company.

17. What is the current rate per hour being billed to the city currently?

    - The current hourly rate is $49.95.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE January 3, 2024 AT 2:00 P.M.

Kelly Gonzalez Jr.
Signature

ProTransportation, Inc dba ProKel Mobility
Company

1/3/24
Date

Miguel Machuca
Assistant Purchasing Manager

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: December 21, 2023

RFP NO.: 24-B-074

ADDENDUM NO. 2
LOCAL INTRA-CITY BUS TRANSPORTATION

Addendum is being issued in response to received Request for Information:

1. This is a follow-up to the question that has been asked and answered in Addendum #1, Question # 6, Vehicle Procurement. The question asks for clarification **"if the City of Coral Springs expects the vendor to purchase the required New Vehicles or if the City is going to provide the vehicles that Broward County Transit provides to most of the Broward County Community Bus Partners".**

   The answer provided in Addendum # 1 states as follows:

   "The purchase of new fleet is the responsibility of the selected vendor, if the City does not choose to lease through the County'

   Unfortunately, this does not address the essence of the question. If the City utilizes the County Vehicles, the vendor does not have to purchase vehicles in the amount of approximately $250,000.00 and therefore the price per hour submitted in this RFP will be significantly lower than if the vendor needs to purchase new vehicles. Your answer stating if the City does not choose to lease through the County clearly does not provide an answer or guidance to the question that was asked and submitted.

   - After further consideration, The City will be moving forward with leasing the vehicles through the County.

2. This is also a follow-up question that was asked and answered in Addendum #1, Question #8. The question asked for the **City to clarify who will be responsible for providing the backup buses. The answer provided to Question #8 in Addendum #1 states as follows:**

   "Whomever the City is leasing the buses is to provide the backup fleet. The backup fleet is to follow the standards set forth for the primary buses'

   Clearly this does not answer the question that was asked. We have not been provided specific information on if the City will be leasing the buses to the vendor or if the vendor needs to provide the vehicles. As stated above, this information is critical and the vendor needs to know if they will be required to spend the $250,000.00 to purchase the two required buses or if the City will be leasing the County owned vehicles to the vendor. Please provide clarification on this important item as it clearly has a huge monetary impact on the pricing submitted in this RFP.

- After further consideration, The City will be moving forward with leasing the vehicles through the County.

3. Again, due to the uncertainty of the answers previously provided in Addendum #1, we would request that the City of Coral Springs reconsider the due date of the submittals and allow for a short extension in order to give the vendors the time needed to provide the City of Coral Springs with a responsive submittal to this RFP.

    - The City will not be extending the due date of submittals due to the limited time available get a new contract in place.

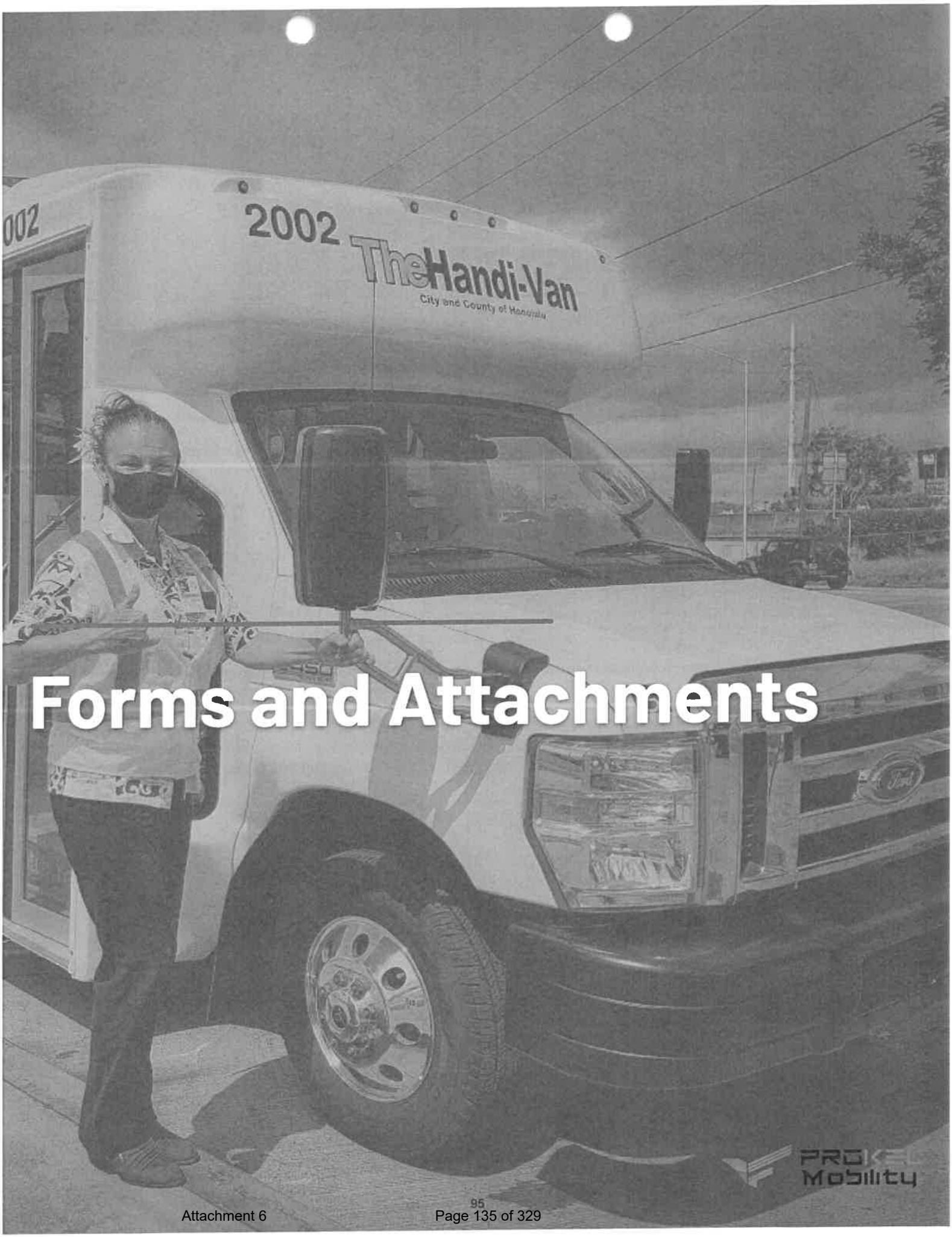
THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE January 3, 2024 AT 2:00 P.M.

Kelly Gonzalez Jr.
Signature

ProTransportation, Inc dba ProKel Mobility
Company

1/3/24
Date

Miguel Machuca
Assistant Purchasing Manager



Forms and Attachments

January 25, 2024

Miguel Machuca, CPPB
Assistant Purchasing Manager
Purchasing Division • Financial Services Department
City of Coral Springs
9500 W Sample Rd,
Coral Springs, FL 33065

Re: Re: RFP #24-B-074 - Local Intra-City Bus Transportation

Dear Mr. Machuca,

Pursuant to your letter dated January 22, 2024, the enclosed letter includes our response to the request by the City of Coral Springs (the "City") for our Best and Final Offer (BAFO) for the above-mentioned Request for Proposals.

The proposed pricing provided in this letter is a reasonable and well-considered approach to achieving the City of Coral Springs's vision for bus transportation services while aggressively controlling cost without compromising safety and customer satisfaction. The adequacy and reasonableness of the pricing was determined based on current national, state and local conditions. ProKel Mobility has reduced its overall hourly rate by $22.55 hourly, which accounts for a total reduction of $150,855 annually from the original submission.

(New BAFO Rate) **Total Cost/Hour/Bus for Local Intra-City Bus Transportation: $ 76.75 per hour**

ProKel Mobility is thrilled to have the opportunity to be a part of your continuing story and to partner with you to deliver on your stated goals for these services. In the meantime, please do hesitate to contact me if we can any answer questions or provide any additional information to assist you in making an informed decision.

Thank you for your consideration.

Sincerely,

Kelly Gonzalez Jr.
CEO

CORAL SPRINGS
EVERYTHING UNDER THE SUN

PROPOSAL FORM FOR LOCAL INTRA-CITY BUS TRANSPORTATION
REQUEST FOR PROPOSAL NO. 24-B-074

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.

2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.

3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.

4. Offeror has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Manager is acceptable to Offeror.

5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

LOCAL INTRA-CITY BUS TRANSPORTATION

6. Offeror will complete the work as describe in the RFP for the following price:

Total Cost/Hour/Bus for Local Intra-City Bus Transportation: $ 76.75 per BAFO per hour

7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. 1 Date 1/3/2024
Addendum No. 2 Date 1/3/2024
Addendum No. _____ Date _____

8. The following documents are attached to and made as a condition to this Proposal:

(a) Proposal (As indicated in Section III – Proposal Requirements)
(b) Offeror's Certification
(c) Certified Resolution
(d) Non-Collusive Affidavit
(e) Offeror's Foreign (Non-Florida) Corporate Statement
(f) Qualifications Statement
(g) References
(h) Drug-Free Workplace Certification
(i) Certification Pursuant to F.S. 287.135
(j) Affidavit of Compliance with Foreign Entity of Laws
(k) Proposal Security
(l) Certificate(s) of Insurance
(m) Proof of E-Verify Registration
(n) Copy of Current Professional License(s)

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

10. The correct legal name of Offeror is: PROTRANSPORTATION INC. DBA Prokel Mobility
Address: 1200 North Federal HWY Suite 200
City/State/Zip: Boca Raton, FL 33432
Telephone No.: 561-506-5721 Fax No.: 305-675-3611
Email Address: kelly@prokelmobility.com
Social Security No. or Federal I.D. No.: 47-4592028

11. Communications concerning this Proposal shall be addressed to
Kelly Gonzalez Jr. at the following address:
1200 North Federal HWY Suite 200 Boca Raton, FL 33432
Telephone No.: 561-506-5721 Fax No.: 305-675-3611
Email Address: kelly@prokelmobility.com
Submitted on January 3, 2024.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

By: _____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 202__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202_.

_____
Printed Name of Firm

By:_____
Signature of Owner

_____
Witness

_____
Witness

_____
Printed Name of Individual

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of , 202__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of_____, 202__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____
Witness

_____
Printed Name of partner

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 202__, by _____(Name), _____(Title) of _____(Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

(CORPORATE SEAL)

ATTEST:

By Pearl Goldblatt
Secretary

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

_____
Printed Name of President or other authorized officer

_____
Address of Corporation

_____
City/State/Zip

_____
Business Phone Number

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 2nd Day of January, 2024, by Kelly Gonzalez (Name), CEO (Title) of Pro Transportation Inc (Name of Company) on behalf of the corporation, who is personally known to me or who has produced DL# G524-512-84-469-0 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

Elvin Velasquez
Comm. #HH076238
Expires: Dec. 8, 2024
Bonded Thru Aaron Notary

(Name of Notary Public: Print, Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, Pearl Goldblatt (Name), the duly elected Secretary of Protransportation DBA ProKel Mobility (Corporate Title), a corporation* organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Kelly Gonzalez (Name)" The duly elected CEO (Title of Officer) of Protransportation DBA Prokel Mobility (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
Pearl Goldblatt	President/Secretary	
Kelly Gonzalez	Chief Executive Officer	

Given under my hand and the Seal of the said corporation this 2nd day of January, 2024.

(SEAL)

By: _____
Secretary

President / Secretary
Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

***The Term Corporation shall include Corporation, Company, or Partnership**

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

_____(a) Maintaining, defending, or settling any proceeding.
_____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
_____(c) Maintaining bank accounts.
_____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
_____(e) Selling through independent contractors.
_____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
_____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
_____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
_____(i) Transacting business in interstate commerce.
_____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
_____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
_____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
_____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____
OFFERORS CORRECT LEGAL NAME

_____
SIGNATURE OF AUTHORIZED AGENT OF OFFEROR

CORAL SPRINGS
EVERYTHING UNDER THE SUN

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Manager
City Hall
ADDRESS: 9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

Partnership
Individual
Corporation
Other

SUBMITTED BY: Kelly Gonzalez Jr.

NAME PROTRANSPORTATION INC. DBA Prokel Mobility

ADDRESS: 1200 North Federal HWY Suite 200 Boca Raton, FL 33432

TELEPHONE NO. 561-506-5721

FAX NO. 305-675-3611

E-MAIL ADDRESS: kelly@prokelmobility.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is: PROTRANSPORTATION INC. DBA Prokel Mobility

   The address of the principal place of business is: 1200 North Federal HWY Suite 200 Boca Raton, FL 33432

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 04/29/2015
   b. State of Incorporation: Florida
   c. President's name: Pearl Goldblatt
   d. Vice President's name: N/A
   e. Secretary's name: Pearl Goldblatt
   f. Treasurer's name: N / A

g. Name and address of Resident Agent:

Goldblatt, Pearl

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

8+ years

a. Under what other former names has your organization operated?

N/A Protransportation

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. **Please attach certificate of competency and/or state registration.**

N/A

8. Do you have a complete set of documents, including drawings and addenda?

(Y) ✓ (N) _____

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

Kelly Gonzalez Jr	1200 NORTH FEDERAL HWY SUITE 200 BOCA RATON, FL 33432	561-506-5721
(name)	(address)	(phone number)
Pearl Goldblatt	1200 NORTH FEDERAL HWY SUITE 200 BOCA RATON, FL 33432	561-506-5721
(name)	(address)	(phone number)
(name)	(address)	(phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

We have listed the pertinent experience of the key individuals on the following pages of this documentation.

11. State the name of the individual who will have personal supervision of the work:

Kelly Gonzalez Jr.

12. State the name and address of attorney, if any, for the business of the Offeror:

This information can be provided upon further request.

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

This information can be provided upon further request.

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

This information can be provided upon further request.

15. State the name of Surety Company which will be providing the bonds if any bonds are required by the Instructions to Proposers, and name and address of agent:

Not Applicable

16. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and any Subsidiary Compounds proposed for the contract.

Not Applicable

(Use additional sheets if necessary)

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

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

Not Applicable

b. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

Not Applicable

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE

CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of January, 2024 by Kelly Gonzalez of Pro Transportation Inc who is personally known to me or who has produced DL# G524-512-84-469-0 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

Elvin Velazquez
Comm. #HH070238
Expires: Dec. 8, 2024
Bonded Thru Aaron Notary

(Name of Notary Public: Print, Stamp, or type as Commissioned)

- **Resumes of each person that will be assigned to the project should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, honors, and awards received, professional associations of which the firm and/or its personnel are members.**

Expert Management Team Who Knows This Service and This Community

The following is an introduction to the ProKel team and an overview of our vast experience with and expertise in similar projects.



Justin Cayless
General Manager



Robert Hann
Special Projects Manager



Natasha Serra
Director of Grants and Mobility Funding Compliance



Vasti Amaro
Strategic Advisor



Kelly Gonzalez Jr.
CEO + Owner
Project Manager



Anthony Radicone
VP of Maintenance



Warren Montague
Special Projects Consultant



Jacqueline Goldsmith
Operations Manager



Frank Ciccarella
Vice President of Safety



Eduardo Carrion
Chief Operating Officer



Marcos Monheit
CFO



Michelaire Phanor
Vice President of Operations



Angelica Williams
Director of HR and Internship Program



Lashonda Carter
Regional Safety Manager

Justin Cayless, General Manager



Justin Cayless brings over seven (7) years of extensive experience in fixed-route paratransit operations. His journey began as a JTA Paratransit Supervisor, evolving into roles of increasing responsibility, including Director of Operations and Interim Senior Director of Operations for the New Orleans RTA. With expertise in overseeing a $115 million annual budget and managing a team of over 600 employees, Justin has proven his abilities in contract management, budgeting, and operational oversight. His tenure includes significant achievements in implementing technological solutions, enhancing customer service, and improving operational efficiencies. Justin's adeptness in emergency preparedness, ADA services, and innovative transit project implementation marks him as a leader in the field of public transportation.

Robert Hann, Special Projects Manager



Robert Hann has been in the transportation industry since 1995, most recently serving as General Manager for Coach USA in Chicago. He will serve as the transportation planner for the Coral Springs project.

He has vast experience designing and operating fixed-route bus services, corporate commuters, airport, convention and parking lot shuttles, and private transportation solutions.

Robert has an MBA from DePaul University and an MS from the Kelley School of Business at Indiana University.

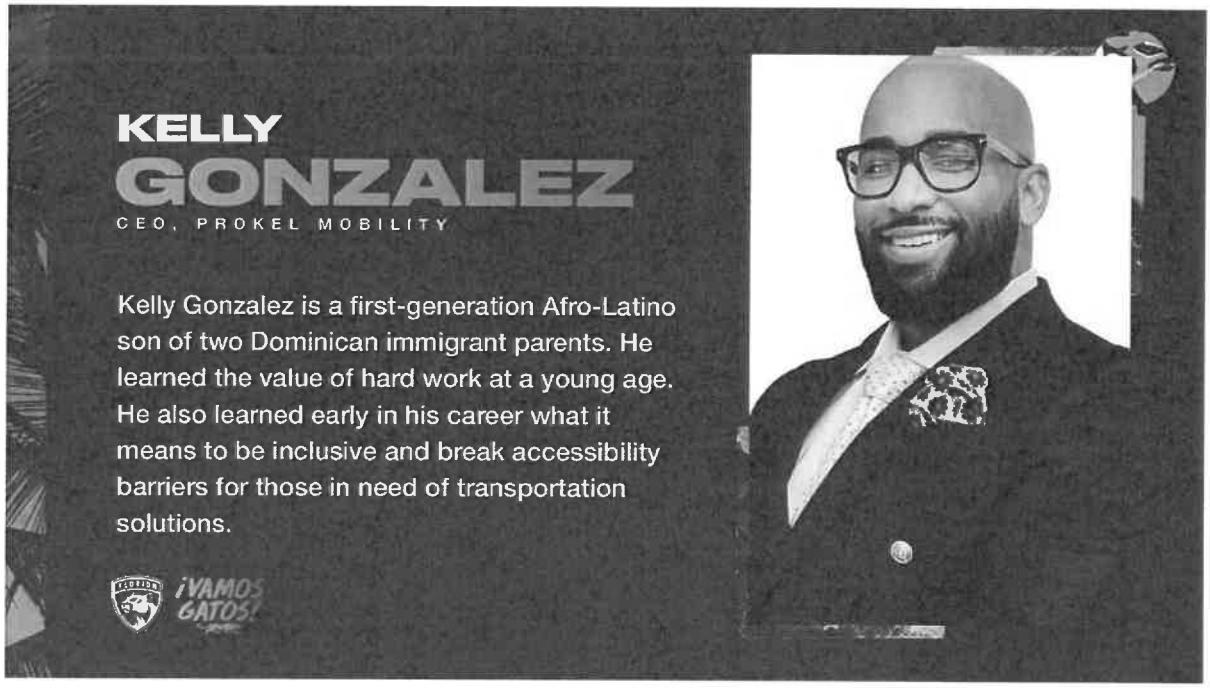
Kelly Gonzalez Jr., ProKel Mobility Coral Springs Project Manager / CEO - 2ND VP OF COMTO Miami



Kelly is the embodiment of the American dream in the transit community. Starting off as a driver earning minimum wage, he became the director of North America's largest privately owned transportation company. His previous experience includes working at a company whose growth expanded to **$1.3 billion in revenue** with **16,000 team members and 10,000 vehicles nationwide**. With this knowledge in tow, Kelly brings the same ingenuity and innovative solutions approach to ProKel Mobility. Kelly's transportation industry solutions have positioned ProKel to become a leader in the industry and secure market space in paratransit, shuttle bus services, and special needs transportation.

Outside of leading ProKel as one (1) of the nation's preferred transportation firms, Kelly is known for his proactive and positive employee relations. Kelly implements performance and safety-focused incentive goals to reward ProKel employees for doing a good job and compensate them for a job well done. This **inclusive equity reward system** is one (1) of the reasons ProKel drivers stay motivated throughout their employment with the company. ProKel's **turnover is less than 6% thanks** to retention plans that Kelly has enacted at the company.

(Featured by Florida Panthers for its Hispanic Excellence Awards)



Local Experience and Knowledge of This Contract

ProKel Mobility's proposed management team and staff to support this contract are not only the best in the industry but also **residents of the area and community leaders.** To the management team, this is more than just a "government contract."



ProKel Mobility's CEO/Owner, Kelly Gonzalez Jr., is a resident of South Florida and has led numerous initiatives to propel South Florida's transit management development and the community.

During his tenure as general manager for the Transportation Management Association's Downtown City Fort Lauderdale Sun Trolley and Broward County's TOPs Program, Kelly oversaw 260 employees and 100+ propane and diesel vehicles. Kelly was able to lead the County to new accomplishments, including the following:

- Worked with local stakeholders to push the Penny for Transportation surtax, which is now helping multiple small cities within the County
- Raised the wages for the workforce and added new, attractive benefit packages to improve the quality of life of all employees and satisfy his *Diversity, Equity, Inclusion* philosophy
- Successfully introduced, piloted and operated the City of Fort Lauderdale's first 100% electrical shuttle bus, thus reducing the carbon footprint

CITY OF FORT LAUDERDALE FLORIDA

BROWARD.org



- Successfully organized, shuttled and evacuated residents to shelters during the State of Emergency declarations of Florida Governor Ron DeSantis and Broward County Mayor Mark Bogen
- Introduced new safety programs focused on positive behavior reinforcement, which helped dramatically decrease accidents and improve passenger customer service
- Sourced new micro-transit alternatives to offer partnering cities improvement in service delivery and innovation
- Assisted cites as a consulting arm (at no additional cost) with marketing and route optimization initiatives



to ensure they surpass their Interlocal 1.7 PPH agreements

Kelly is also active with numerous at-risk youth non-profit organizations in Florida. Growing up from humble beginnings in inner-city Liberty City, Kelly depended on the Police Athletic League (PAL) and afterschool programs for support, education and sometimes even food.

Today, via ProKel Mobility, Kelly prioritizes being involved in the community he serves.









The preceding photos depict a few examples of Kelly's community involvement, emphasizing giving back to local communities. Kelly partners with local government and local PAL programs to help fill voids and needs for the most vulnerable within the community.

Eduardo Carrion, Chief Operating Officer



An innovative and results-driven leader focused on achieving exceptional results in fast-paced environments that demand continuous process improvement, Eduardo is a visionary, strategist and tactician. He has accomplished many important tasks in the first six (6) months of his position. His drive comes from sincerely wanting to provide a reliable and effective source of public transportation for the community.

In his own words:

"Knowing that the services we provide make a difference to individuals in our community is my favorite part of my job. We are here for that little old lady who needs to go to the pharmacy to get her medicines, and we are the only means to get there; for that young mother of two that I see every morning waiting at a bus stop on her way to take the kids to daycare then to work; for that young man going to our local community college – he is the first of his family to go to college; for the gentleman in a wheelchair who wants to be independent and not rely on others for transportation. We are here for a large number of people that either choose or are dependent on public transportation to get to work."

Eduardo also served in several executive positions within the Regional Transportation Authority (RTA), including Director of Information Technology and Director of Planning and Development. His career at RTA was marked by his innovation and resourcefulness in seeking and securing funding for much-needed capital and operational incentives.



Eduardo has a bachelor's degree in workforce education and development, an associate degree in information management, and years of experience managing hundreds of employees at multiple locations. He is a twenty (20) year Air Force Veteran and has worked in technology and logistics. Recently, Eduardo has developed short-term transportation goals for the community, overseeing the annual operating and capital budget and working with local, state and federal legislators on issues relating to public transportation while emphasizing a strong customer focus to ensure that riders receive the best transit service possible.

Eduardo embraces his demanding schedule to effectively carry out his duties and provides the best service available to his community. Many changes were made to effectively enhance RTA's ability to provide better public transportation to the community. He says: *Our*

ultimate goal is to link people with jobs, recreation, medical facilities, education, shopping, cultural, and other daily activities by offering mobility choices consistent with the region's long-range needs.

To put it briefly, Eduardo consistently delivers extraordinary growth, operational performance, and workforce development results. He is experienced in driving services, process and customer service improvements while building partnerships with key decision-makers.

He will help Coral Springs ensure a comprehensive and complete system.

Vasti Amaro, Strategic Advisor



Since Vasti joined the company in 2020, ProKel Mobility has broken into new market sectors and doubled its growth despite the pandemic. Vasti helped build ProKel's operations structure, which has today allowed the company to operate at 95% on all operations, safety and safety metrics nationwide.

Vasti has more than twenty-five (25) years of transportation experience in both public and private sectors, delivering passenger transport in transit, airport ground transportation and university spaces. While working for global transportation firms, she was responsible for successful start-up operations for Hillsborough Area Regional Transit (HART) in Tampa, Dallas Area Rapid Transit (DART), Phoenix Transit, Greater Richmond Transit Company (GRTC), Phoenix Sky Harbor International Airport (CONRAC), Fort Lauderdale-Hollywood International Airport and the bus shuttle for Miami International Airport.

Before joining ProKel's board and serving as the executive suite coach for ProKel's CEO Kelly Gonzalez Jr., Vasti served as the Chief of Staff for the Port Authority of Allegheny County, where she worked closely with CEO Katharine Eagan Kelleman to help improve the agency's service, modernize its systems and expand the public engagement programs.

Vasti also serves as an Advisory Board member for Women of Color Golf and Director of the Girls on the Green Tee Program, a nonprofit organization based in Tampa, FL. Their mission is to teach women and young girls of color, ages ten (10) to seventeen (17), the game of golf. The organization was recently selected as the PGA Charity of the Year, receiving $30,000 for the Girls on the Green Tee program. They also hosted its Inaugural Golf Classic in conjunction with the NFL Alumni Super Bowl golf tournament raising additional funds for the program.

Natasha Serra, Director of Grants and Mobility Funding Compliance



Natasha is dedicated to the South Florida region and has over eight (8) years of experience with auditing and compliance in FTA 5307, 5310, 5311, 5312 and 5339 funding. Natasha holds a degree in Organizational Management with a Concentration in Public Safety Administration. She is a passionate human services advocate with a proven track record of leveraging resources to implement transit projects. She has extensive experience with public involvement programs at the local, state and national levels and has developed innovative programs by integrating technological resources and human capital. Natasha excels at organizing community stakeholders towards common goals while tracking and analyzing program-related performance measurement metrics.

Frank Ciccarella, Vice President of Safety



Frank has over forty (40) years of senior executive safety and training transportation experience. Frank joined ProKel Mobility in October 2020 and has positively reshaped the safety culture within the company.

Winner of the 2007 American Public Transportation Association (APTA) Gold Award for the best overall safety program in America and now Vice Chairman of the APTA Bus Safety Committee, Frank has gone from strength to strength, conceiving, creating, implementing and directing a great number of transportation safety programs— especially paratransit safety and customer care driver training programs. He has been rewarded by seeing these programs come to fruition, raising the safety and customer care levels in the companies concerned. Frank has expertise as a senior executive in a $2.2 billion passenger transportation company and has directed large-scale change management processes.

Lashonda Carter, Regional Safety Manager



Lashonda is highly proficient in the Smith System and LLLC defensive driving programs. She incorporates these programs as the foundation of her organizational behavior disciplines and management theories. She joined ProKel in 2017, and the company immediately felt the impact. Our accident frequency rate decreased by 43%. This not only ensured the safety of our passengers and drivers but also affected the financials of our company; we were able to lower our pricing due to decreased insurance premiums, which in turn allowed us to be more price-competitive for our customers and helped them be better stewards of the funds they receive for our services.

At ProKel, we take safety seriously. Lashonda has a No Unsafe Zero (0) Tolerance Policy, which ensures the safety of the passengers on the road.

Lashonda also has multiple positive behavior incentive programs that encourage safe driving. She is a big believer in positive reinforcement. Her monthly positive behavior and incentive programs keep our drivers on their toes and excited about safety while boosting the overall morale of our company. The standard she sets at the location can be felt when we receive positive customer service commendations from riders. She always preaches that great safety habits and workforce morale will trickle down to the service provided.

Angelica Williams, Director of HR and Internship Program



Angelica is a University of Florida graduate with over ten (10) years of experience in human resources, recruiting and internship programs. Angelica will manage Coral Springs's recruiting functions and ensure ProKel has the best talent in the industry. She will also work directly with Kelly Gonzalez Jr. on programs to ensure Coral Springs's employees are retained and morale is consistently high.

She will oversee the development and implementation of this program and assign interns to various departments. Angelica is the liaison between the company and the educational institution (the student's faculty sponsor, career center director and/or career counselors). She directly supervises and interacts with the interns, coordinates their day-to-day activities with department supervision, evaluates intern performance and provides progress reports to the educational institution.

Warren Montague, Special Projects Consultant



Warren Montague brings over thirty (30) years of first-class transportation operations experience. With twenty (20) years leading transportation efforts in the City of Philadelphia and an impressive transit record managing transportation services as a paratransit general manager providing services for Metropolitan Atlanta Rapid Transit Authority (MARTA), Warren has one of the most distinguished resumes in the nation.

As the former manager of mobility services (operating as a contractor for the Detroit Department of Transportation), Warren is a mentor to ProKel's CEO Kelly Gonzalez Jr. Warren took Kelly under his wing in 2015 via the Conference of Minority Transportation Officials' (COMTO) workshop programs. Since 2015, our CEO has been fortunate to learn from the best.

Warren will assist Coral Springs on all matters related to paratransit services.

Warren currently serves as the manager of mobility services for MV Transportation in Detroit, MI. In this role, he is the liaison for the Detroit Department of Transportation (DDOT) Compliance & Standards department, which oversees the Disadvantaged Business Enterprise (DBE) Program, Title VI, Paratransit Services, Specialized Services and the Drug and Alcohol Program.

Previously, Warren was the chief operating officer for Customized Community Transportation of the Southeastern Pennsylvania Transportation Authority (SEPTA), for which he was responsible for all contracted transportation services, including paratransit, circular, and small bus routes in the surrounding counties. As a transportation professional, he was an effective chief and oversaw one of the largest paratransit operations in the United States. His management expertise facilitated the delivery of critical transportation services to a seriously under-served constituency in the fifth-largest city in the country.

Since 1996, Warren has been an active member of COMTO's local and national organization in the following capacities:

- President of the Greater Philadelphia Area Chapter (six (6) years);
- National Board of Directors (ten (10) years)
- Council of Presidents Representative (six (6) years)
- Secretary/Treasurer (two (2) years)
- 1st Vice Chair (two (2) years)
- Conference Chairman, 2011 National Meeting and Training Conference in Philadelphia, PA

Under his leadership and guidance, the Greater Philadelphia Area local chapter has received numerous awards, including "Chapter of the Year" for its community service and scholarship efforts. In addition, local corporate executive members have been awarded "Executive of the Year." Warren has received several awards for his service and leadership, including the Gerald A Sibling

Award. Although currently working in the Midwest, he continues to stay connected and counsel the local chapter.

Marcos Monheit, CFO



Marcos Monheit is an alum of John Hopkins University. Marcos has over twenty (20) years of experience in the financial realm.

He is a financial executive at Monheit Consulting LTD., with broad experience in all aspects of financial management, including accounting, financial reporting, budgeting and analysis, treasury, capital markets and mergers and acquisitions. He is experienced with start-up companies, private equity funding, and companies at every stage of development. Marcos specializes in financial modeling, mergers and acquisitions, interest rate derivatives and implementation of credit facilities.

Mitch Phanor, Vice President of Operations



ProKel Mobility's Chief Operating Officer, Mitch Phanor, brings over twenty (20) years of transit experience from working with the New York transit system. Mitch had oversight of startups and mobilizations, which included 2,000+ vehicles and 3,000+ team members during his tenure in New York City, for all the municipal contracts under New York City Transit and local and state governing agencies.

During his twenty (20) year term in New York City, Mitch's operations maintained a 97%+ On-Time Performance, and he was recognized for multiple Safety and Blue Seal of Excellence Awards for maintaining government-owned fleets in good condition while ensuring his maintenance technicians were Automotive Service Excellence (ASE) certified.

Mitch's extensive experience in operating and managing all of New York City's boroughs will give Coral Springs operation experience oversight that no other local provider can match or deliver.

Mitch fosters a spirit of "the customer always comes first" and takes pride in his work to achieve that goal, exceeding Coral Springs's contractual expectations. Mitch's experience in management culture has proven to be invaluable in servicing the transportation needs of all the agencies ProKel services, including:

- The State of New York,
- The City of North Miami Beach,
- The Columbus Ohio Transit Authority,

- The Valley Metro Regional Public Transportation Authority,
- All Palm Beach County regional operations,
- All Broward County regional operations, and
- All Miami Dade County regional operations.

Mitch oversees the day-to-day operations for ProKel nationally; he is committed to providing exceptionally tailored services to Coral Springs and addressing individual needs and requirements.

Anthony Radicone, Vice President of Maintenance



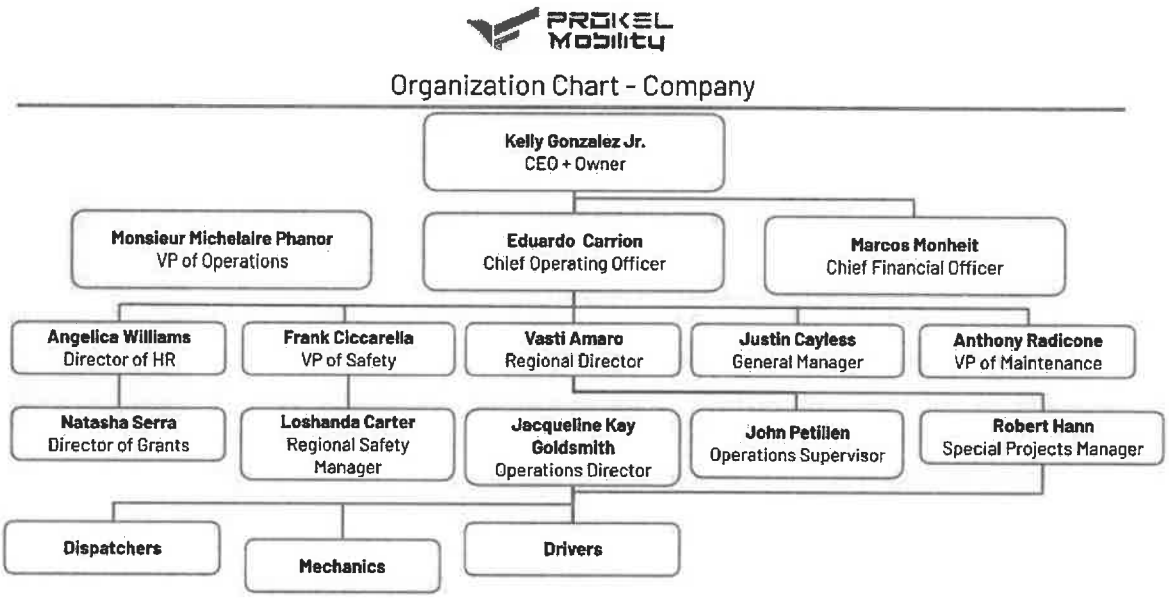
Anthony Radicone will be the Vice President of Maintenance for this engagement, bringing his experience running maintenance operations on the management level for over thirty (30) years.

He most recently served with First Transit Group until 2019. As the Maintenance Manager, he ensured safe operation and proper service schedules, including Audit Work Orders, monitoring trends and recommending changes to the maintenance program. He will bring his master capabilities to Coral Springs, supporting the existing and new fleets.

For further information about any of our team members, please contact us. Additionally, we have attached our key personnel resumes in **Appendix B: Key Personnel Resumes.**

- **Organizational chart**

  ProKel has provided our organizational chart below:



NON-COLLUSIVE AFFIDAVIT

State of Florida)
)ss.
County of Palm Beach)

Kelly Gonzalez Jr. being first duly sworn, deposes and says that:

(1) He/she is the CEO, (Owner, Partner, Officer, Representative or Agent) of ProTransportation, Inc dba ProKel Mobility, the Offeror that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

_____

_____

By: _____

Kelly Gonzalez Jr.

(Printed Name)

Chief Executive Officer

(Title)

ACKNOWLEDGEMENT

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of January 2024, by Kelly Gonzalez, who is personally known to me or who has produced DL# G584-572-84-469-0 as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

Elvin Velazquez
Comm.#HH070238
Expires: Dec. 8, 2024
Bonded Thru Aaron Notary

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROTRANSPORTATION INC. DBA Prokel Mobility

BUSINESS NAME

PROVIDER'S SIGNATURE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Kelly Gonzalez Jr. (Print Name), on behalf of PROTRANSPORTATION INC. DBA Prokel Mobility (Company Name),

certifies that PROTRANSPORTATION INC. DBA Prokel Mobility (Company Name) does not:

1. Participate in a boycott of Israel.

Signature

Title CEO

Date 12-30-23

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of January, 20 24, by Kelly Gonzalez, as CEO for Pro Transportation, Inc, who is personally known to me or ~~who has produced~~ DL# G524-512-84-469-0 as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Elvin Velazquez My commission expires: 12-8-2024

Elvin Velazquez
Comm.#HH070238
Expires: Dec. 8, 2024
Bonded Thru Aaron Notary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joe Stein	
Cornell Insurance Services Raritan Plaza III 105 Fieldcrest Ave, Suite #104 Edison NJ 08837	PHONE (A/C, No, Ext): (732) 860-7031	FAX (A/C, No): (732) 612-1132
	E-MAIL ADDRESS: jstein@cornellins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Northfield Insurance Company	27987
INSURER B : Prime Insurance Company	12588
INSURER C : Kinsale Insurance Company	38920
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Protransportation Inc DBA Prokel Mobility
1200 North Federal Highway,
Suite 200
Boca Raton FL 33432

COVERAGES **CERTIFICATE NUMBER:** Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		WS489277	10/20/2021	10/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 2,500 $ $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PC21101860-0	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Per Person	$ 2,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100130240-1	10/20/2021	10/20/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Opa-locka is additional insured on the General Liability policy

CERTIFICATE HOLDER

City of Opa-locka
780 Fisherman Street 4th Floor
Opa-locka FL 33054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name
Pro Transportation

Doing Business As (DBA) Name

Company ID
1390130

Enrollment Date
Mar 12, 2019

Employer Identification Number (EIN)
474592028

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
20 to 99

NAICS Code
485

Sector
Transportation and Warehousing

Subsector
Transit and Ground Passenger Transportation

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

1910 7TH AVE N
lake worth, FL 33441

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

⚠ We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

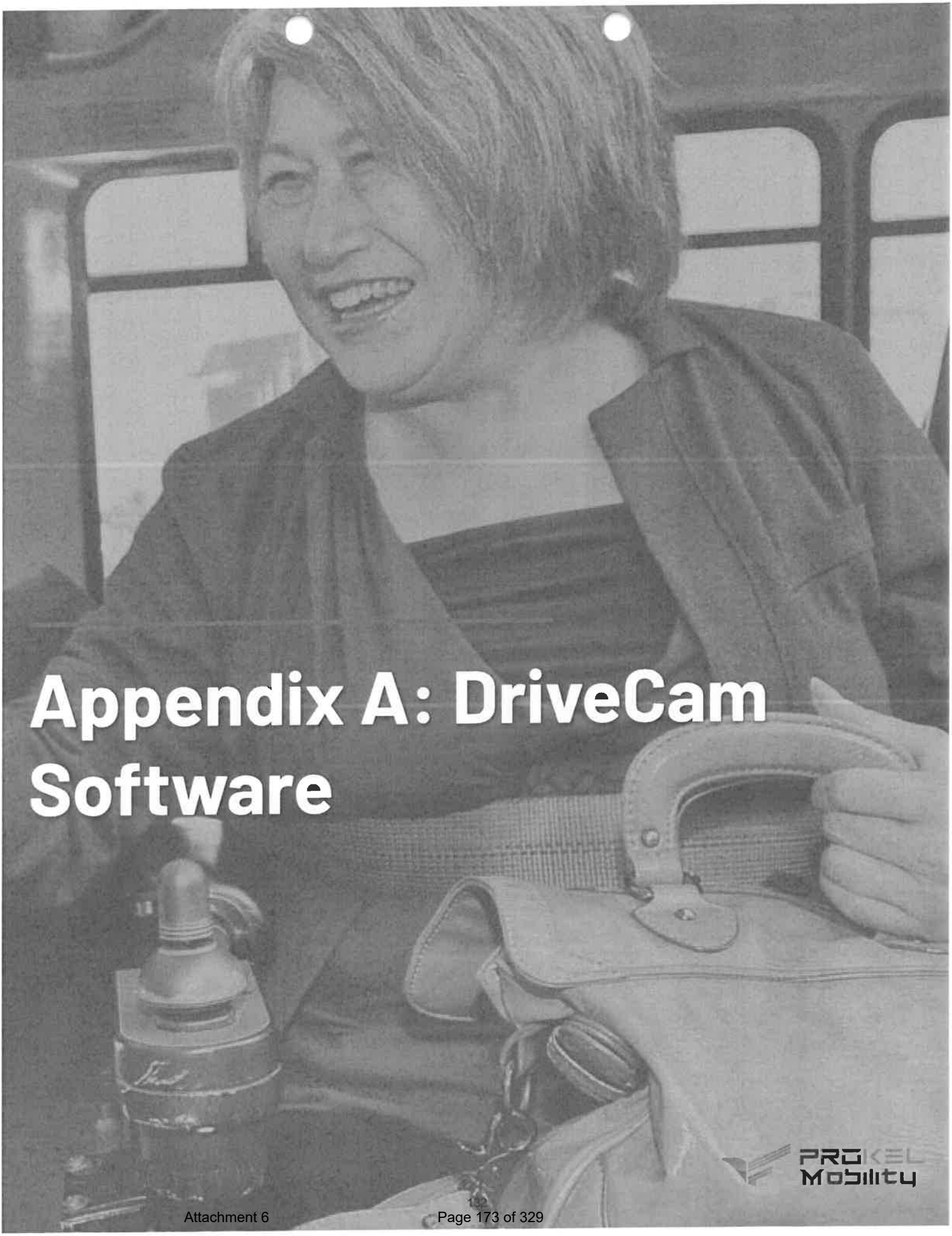
Verify Its Own Employees

Memorandum of Understanding

View Current MOU




Appendices
PROKEL
Mobility



Appendix A: DriveCam Software

PROKEL Mobility

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KNOW WHAT HAPPENED

Answers faster.

Access the video you need at the right time, at the right length, so you can get the facts you need in minutes.



LYTX VIDEO PLATFORM

MANAGE YOUR DRIVERS

Visibility at the right time.

Get the timely insights you need to help you monitor driving risk and fleet status.



RISK DETECTION SERVICE

FLEET TRACKING SERVICE

CHANGE BEHAVIOR

Safer driving habits.

Improve driver behavior, reduce risk, and lower collision frequency with the industry-leading driver safety program.



DRIVER SAFETY PROGRAM

Lytx Video Platform	Risk Detection Service	Driver Safety Program	Fleet Tracking Service
The video facts fleets need – in minutes.	**Monitor fleet risk with timely insights.**	**A proven approach to improving driving habits.**	**Improve customer satisfaction and safety - in one solution.**
Gives users access video anywhere they have an internet connection.	**Provides users with insights about driving moments that are important to track.**	**Helps change behavior by coaching drivers to be aware of their habits on the road.**	**Provides real-time fleet status so users can optimize productivity.**
	All features of **Lytx Video Platform PLUS:**	All features of **Lytx Video Platform** and select features of **Risk Detection PLUS:**	All features of **Lytx Video Platform PLUS:**
• Immediately access up to 100 driving hours of video online from Lytx account - Continual recording - Live Streaming Video - 5 min per vehicle per month • Ability to add auxiliary cameras • Secure access to Lytx account, programs, services and data • Gateway to manage drivers, vehicles, select configurations and administrative functions	• Dashboard displays the categories that are contributing to risk, frequency by count and trend, per Group. (April/May) • Event List provides a summary of exception-based events generated by vehicles drivers including accelerometer, speeding, rolling stop and third-party ADAS triggered events. • Extend Events: Get 30-seconds before and 30-seconds after exception-based events (when Continual Recording is activated) • No coaching workflow	• Prioritized coaching tasks • Prescriptive coaching workflow • Human review identifies behaviors and outcomes • Reports: Safety and performance; Drivers, group, and program status reports, Industry benchmarking • Scores: Coaching effectiveness help users monitor efficacy • Program management and support • Program reviews, ROI analysis • Insight dashboards	• Real-time vehicle location • Route replay • Locate closest vehicle • Custom geo-fences with real-time alerts • Real-time and past vehicle location data • Fuel management reports (available with J1939 ECM connection) • State mileage data extracts

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RISK DETECTION SERVICE

The tools you need to monitor fleet risk on your terms.

Get the insights that help you spot moments that are important to track. You decide when it's right to take action.

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RISK DETECTION SERVICE

Monitor fleet risk on your terms. Surfaces driving moments that are important to track with a high degree of confidence, so you can decide when it's right to take action.

I need to monitor fleet risk throughout the day so I can take action at the right time.

- **Monitor driving behaviors and where risk is happening and decide when to take action**
- **Spot trends and address behaviors that are contributing to fleet risk**

Overarching Benefits

✓ **Surface**
Identifies the potential risk you care about in minutes

✓ **Notify**
Fleet managers get a summary of events that are important to track

✓ **Monitor**
Review events and spot trends so you can take corrective action when you need to

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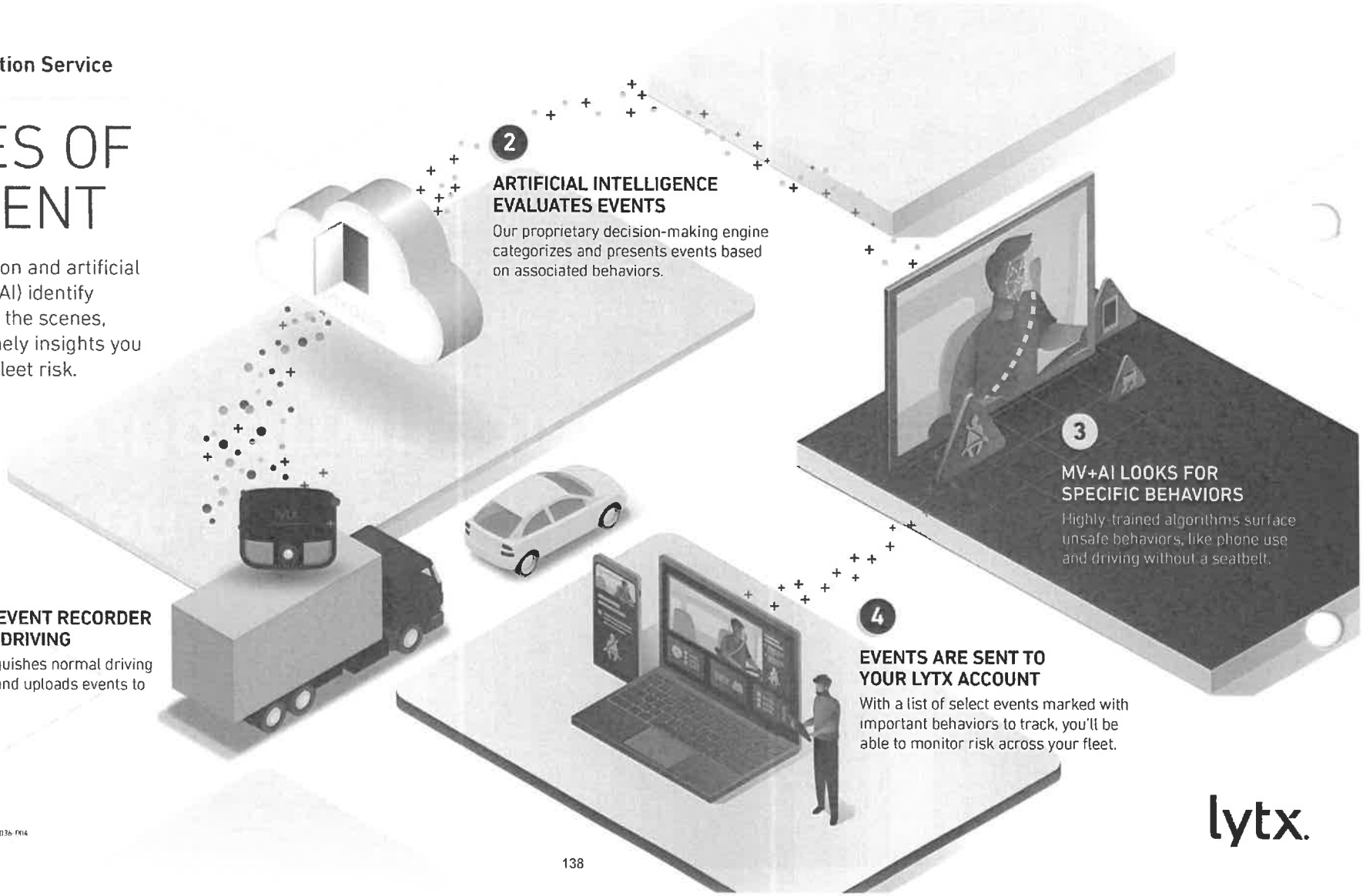
Lytx® Risk Detection Service

STAGES OF AN EVENT

Lytx machine vision and artificial intelligence (MV+AI) identify behaviors behind the scenes, delivering the timely insights you need to monitor fleet risk.



1

LYTX DRIVECAM® EVENT RECORDER CAPTURES RISKY DRIVING

Our technology distinguishes normal driving from risky behaviors and uploads events to the Lytx cloud.

2

ARTIFICIAL INTELLIGENCE EVALUATES EVENTS

Our proprietary decision-making engine categorizes and presents events based on associated behaviors.

3

MV+AI LOOKS FOR SPECIFIC BEHAVIORS

Highly-trained algorithms surface unsafe behaviors, like phone use and driving without a seatbelt.

4

EVENTS ARE SENT TO YOUR LYTX ACCOUNT

With a list of select events marked with important behaviors to track, you'll be able to monitor risk across your fleet.

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DRIVER SAFETY PROGRAM

A proven approach to improving driving habits.

Lytx's premier solution that helps users change behavior by coaching drivers to be aware of their habits on the road.

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DRIVER SAFETY PROGRAM

A proven approach to improving driving habits.
Lytx's premier offering is proven to help change driving behavior with video coaching so drivers can be more aware of their habits on the road.

I want to improve fleet safety, and drive accountability for results.

- **Reduce unsafe behaviors and improve fleet performance with video-based coaching**
- **Change behavior by increasing awareness of driving habits on the road and in the field**

Overarching Benefits

✓ **Safety**
Helping drivers improve their Improving those skills is your best defense when it comes to fleet safety.

✓ **Uptime**
Maximum uptime happens when drivers are safe and protected, and that can reduce downtime spent on vehicle maintenance and repairs.

✓ **Costs**
Safer driving is proven to help your bottom line, from lower insurance premiums to increased productivity and improved fuel efficiency.

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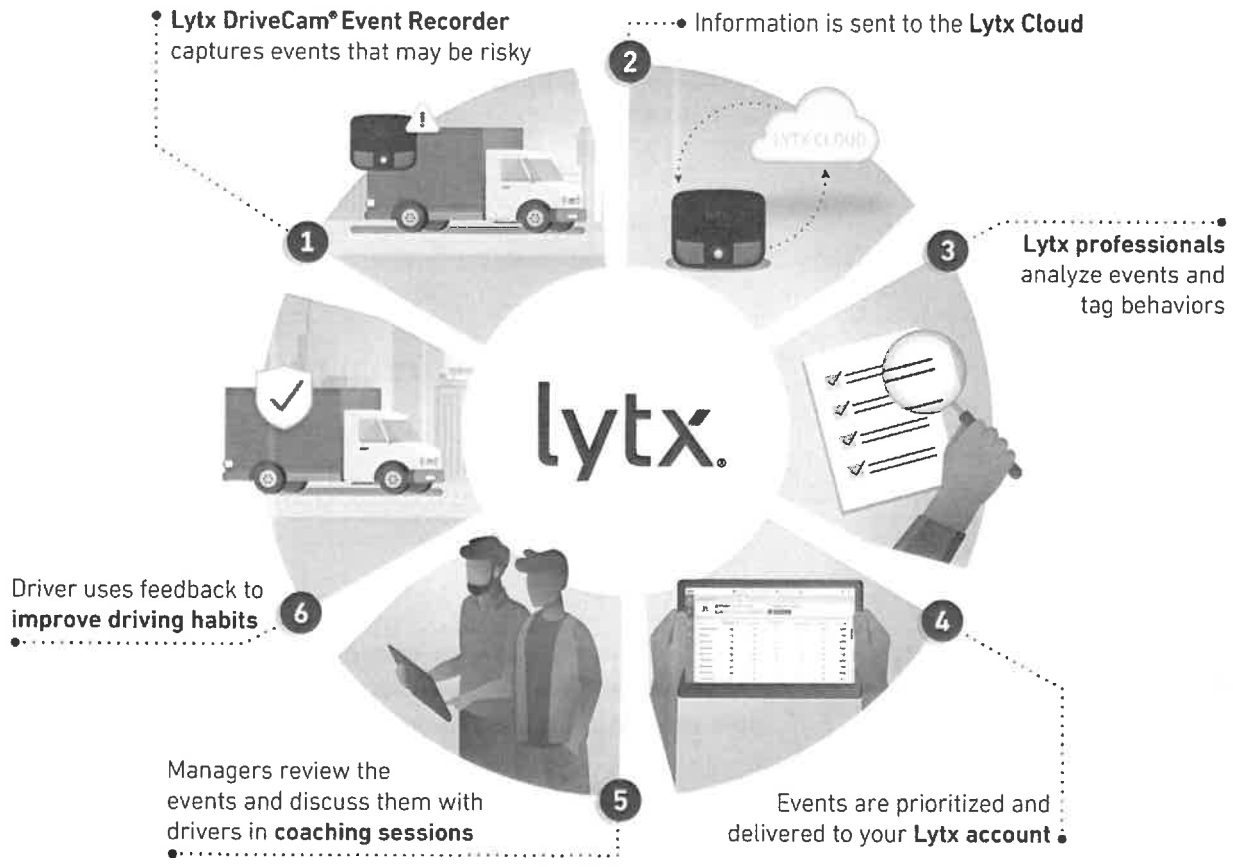
Lytx® Driver Safety Program

DRIVER SAFETY CYCLE

Change behavior by coaching drivers to be aware of their habits. The Lytx coaching process puts fleets on the fast track to improving driver performance and minimizing risk on the road.



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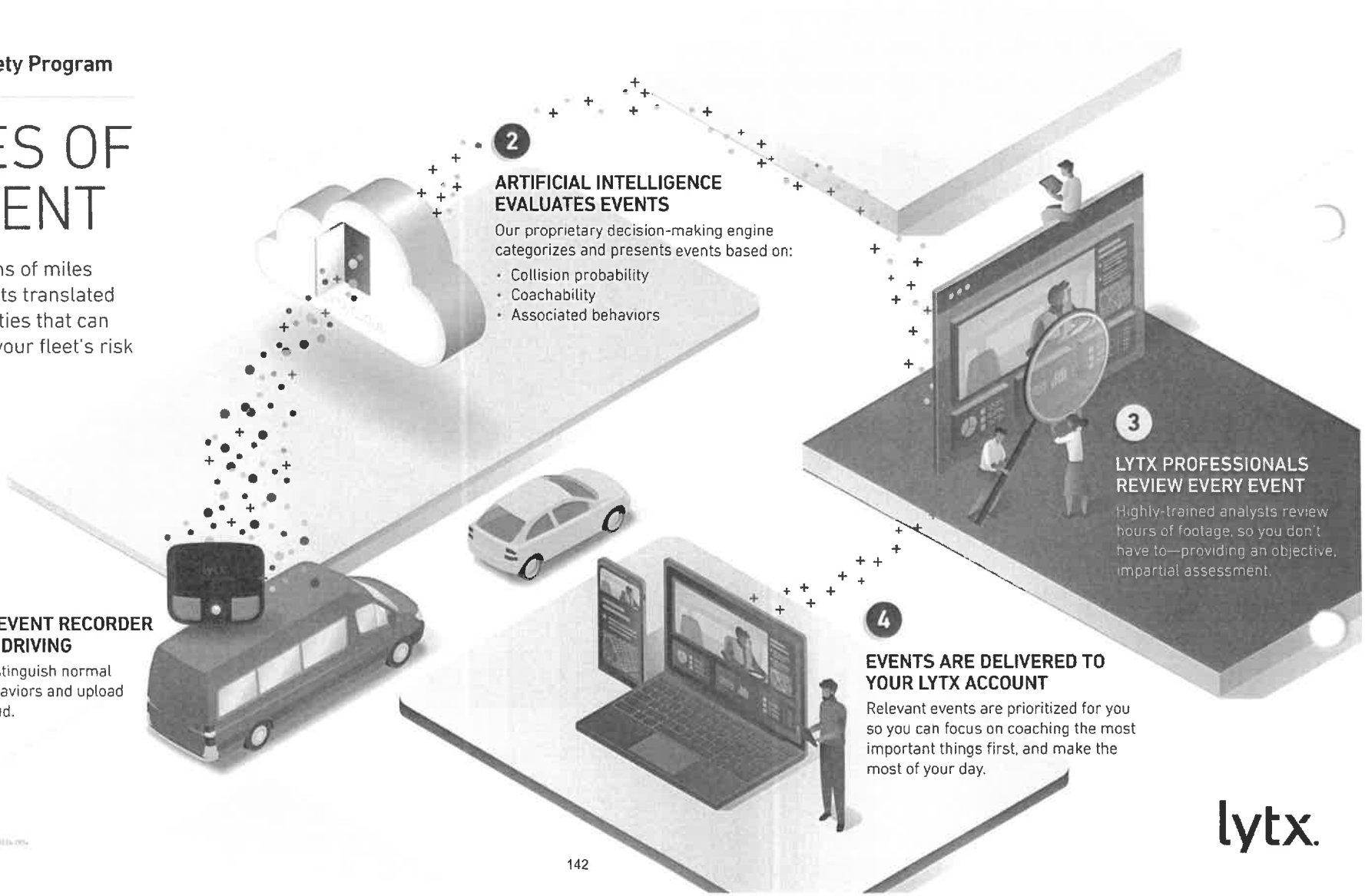
Lytx® Driver Safety Program

STAGES OF AN EVENT

Here's how billions of miles of driving data gets translated into simple priorities that can help you reduce your fleet's risk of collisions.



1

LYTX DRIVECAM® EVENT RECORDER CAPTURES RISKY DRIVING

Built-in algorithms distinguish normal driving from risky behaviors and upload events to the Lytx cloud.

2

ARTIFICIAL INTELLIGENCE EVALUATES EVENTS

Our proprietary decision-making engine categorizes and presents events based on:

- Collision probability
- Coachability
- Associated behaviors

3

LYTX PROFESSIONALS REVIEW EVERY EVENT

Highly-trained analysts review hours of footage, so you don't have to—providing an objective, impartial assessment.

4

EVENTS ARE DELIVERED TO YOUR LYTX ACCOUNT

Relevant events are prioritized for you so you can focus on coaching the most important things first, and make the most of your day.

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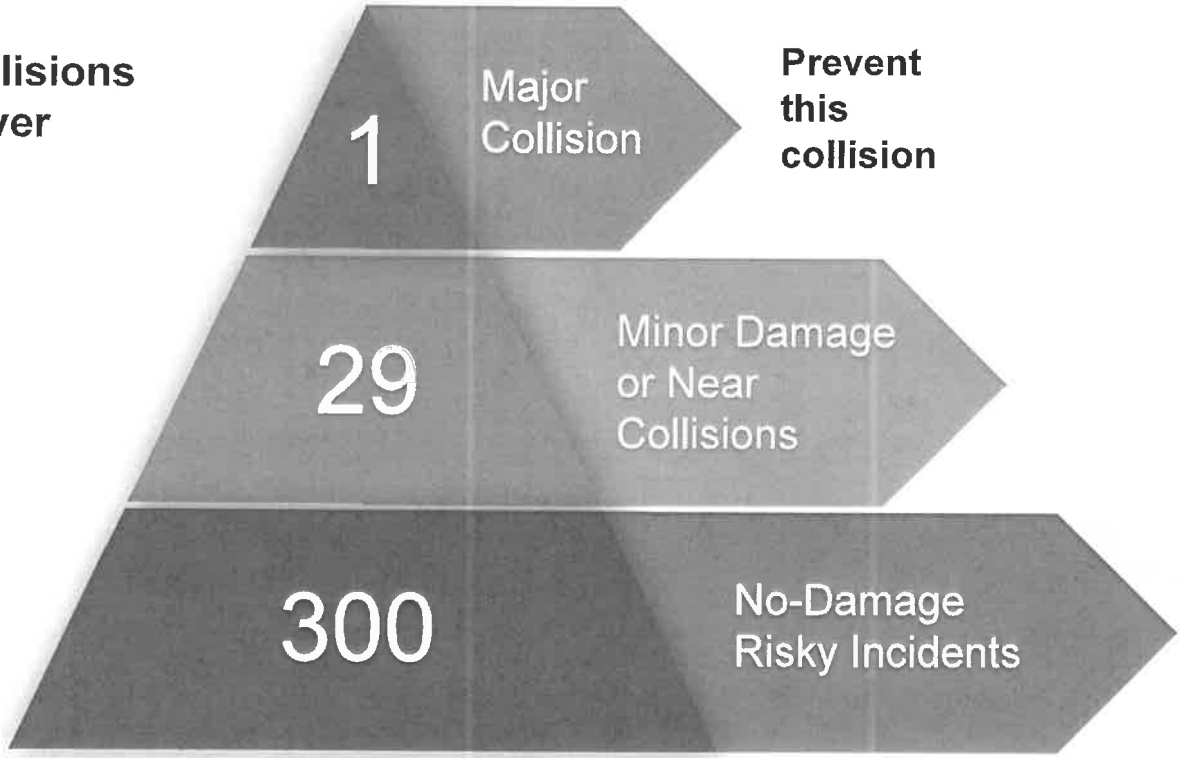
SAFETY PYRAMID

Help prevent collisions by changing driver behavior before causing a major incident



Prevent this collision

When you change risky behaviors

Source: H.W. Heinrich, Industrial Accident Prevention: A Scientific Approach.

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FLEET TRACKING SERVICE

Your fleet status in an instant.

Real-time vehicle status helps you run a more efficient fleet.
Respond faster, minimize phone time, and optimize productivity.

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FLEET TRACKING SERVICE

See fleet status in an instant.

Real-time vehicle status helps you run a more efficient fleet so you can respond faster, minimize phone time, and optimize fleet productivity.

I want to quickly locate, track and manage my vehicles with video support so I can:

- **Improve efficiency and increase the number of jobs per day**
- **improve customer satisfaction by responding to status questions faster**
- **Better manage customer expectations by knowing technician location, and ETA**
- **Monitor drivers and ensure they are on task and on time**

Overarching Benefits

✓ **Respond Faster**
Improve customer satisfaction with the ability to communicate things like driver status and ETA

✓ **Maximize Work Hours**
Increase productivity by managing driver productivity

✓ **Optimize Assets**
Streamline fleet management by improving vehicle use and on-time performance

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It's not a dashcam.

IT'S A RISK DETECTION POWERHOUSE



Meet the first step in state-of-the-art fleet protection.

The Lytx DriveCam® event recorder is where it all starts.

This automotive-grade device does more than just capture video. It uses onboard algorithms to collect and process data and video, and distinguish normal driving from risky behaviors.

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THINGS TO CONSIDER

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Things to Consider:

VERSATILE, ADAPTABLE SOLUTIONS

Lytx can customize your solution to address your specific fleet needs and goals.



Your business challenges are unique. Why settle for a "one-size-fits-most" solution?



Lytx can adapt as your fleet needs change, without subsequent installations or touches. Our cloud-based distributed architecture lets us deploy firmware and algorithms updates over the air - without needing to replace costly hardware.



Lytx solutions are customizable with highly configurable features to give you the right program at the right price. Configurations include camera view, video length, triggers, behavior selection, event scoring, and more.

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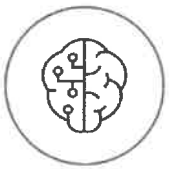
Things to Consider:

FLEET-SPECIFIC TECHNOLOGIES

Lytx has been developing and deploying cutting-edge technologies for over 20 years.



We implement edge-to-cloud machine vision and artificial intelligence [MV+AI] technology that is intentionally designed and developed to solve specific challenges fleets like yours care about.



Lytx solutions are powered by the world's largest video and driving database of its kind in a single platform. Our database is driven by +500K vehicles, 20 years of experience, and billions of miles of driving data.



Lytx is pioneer and leader in video telematics industry, and holds over 120 issued and pending patents.
https://www.lytx.com/en-us/patents

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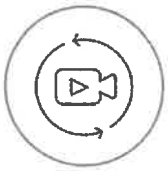
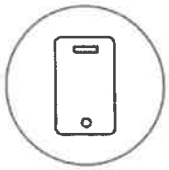
Things to Consider:

ALL VIDEO IS NOT CREATED EQUAL

Lytx Video Platform is built for ease of use.



The Lytx Video Platform gives you instant access to data and video – on demand. Continual recording means continual protection.



The Lytx Video Platform is mobile friendly, which means you can access your program from mobile devices, such as tablets or smartphones anywhere you have an internet connection.



Lytx provides a livestream option, which provides a real-time view of what's happening on the road.

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THE SUPPORT YOU NEED

Resources and training on-demand, all in one place.

- **How-to Articles**
  Read step-by-step instructions to help you manage your program.
- **Tutorial Videos**
  Watch and learn how to use our solutions.
- **Webinars**
  Sign up for live webinars or rewatch recorded sessions.
- **eLearning**
  Choose self-paced courses.
- **Learning Plans**
  Take guided learning curriculums.
- **Contact Support**
  Send your questions without ever picking up the phone.



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EASE OF USE FEATURES

Mobile Friendly



Optimized for tablet touch screens

login.lytx.com



Single sign-on for all your Lytx accounts

Hablamos Español



Choose your language in browser settings

User Feedback



Clients comments can help us prioritize

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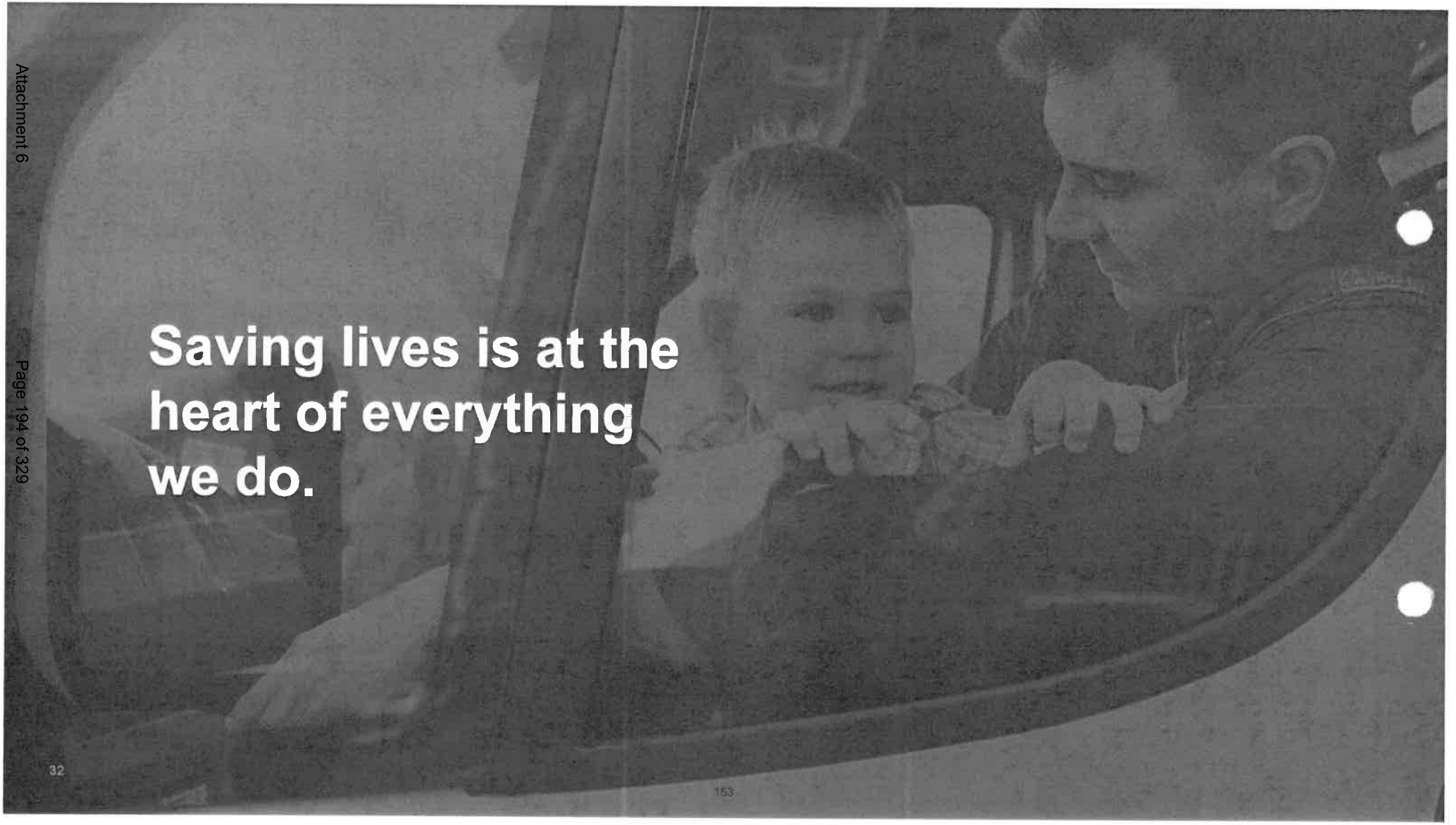
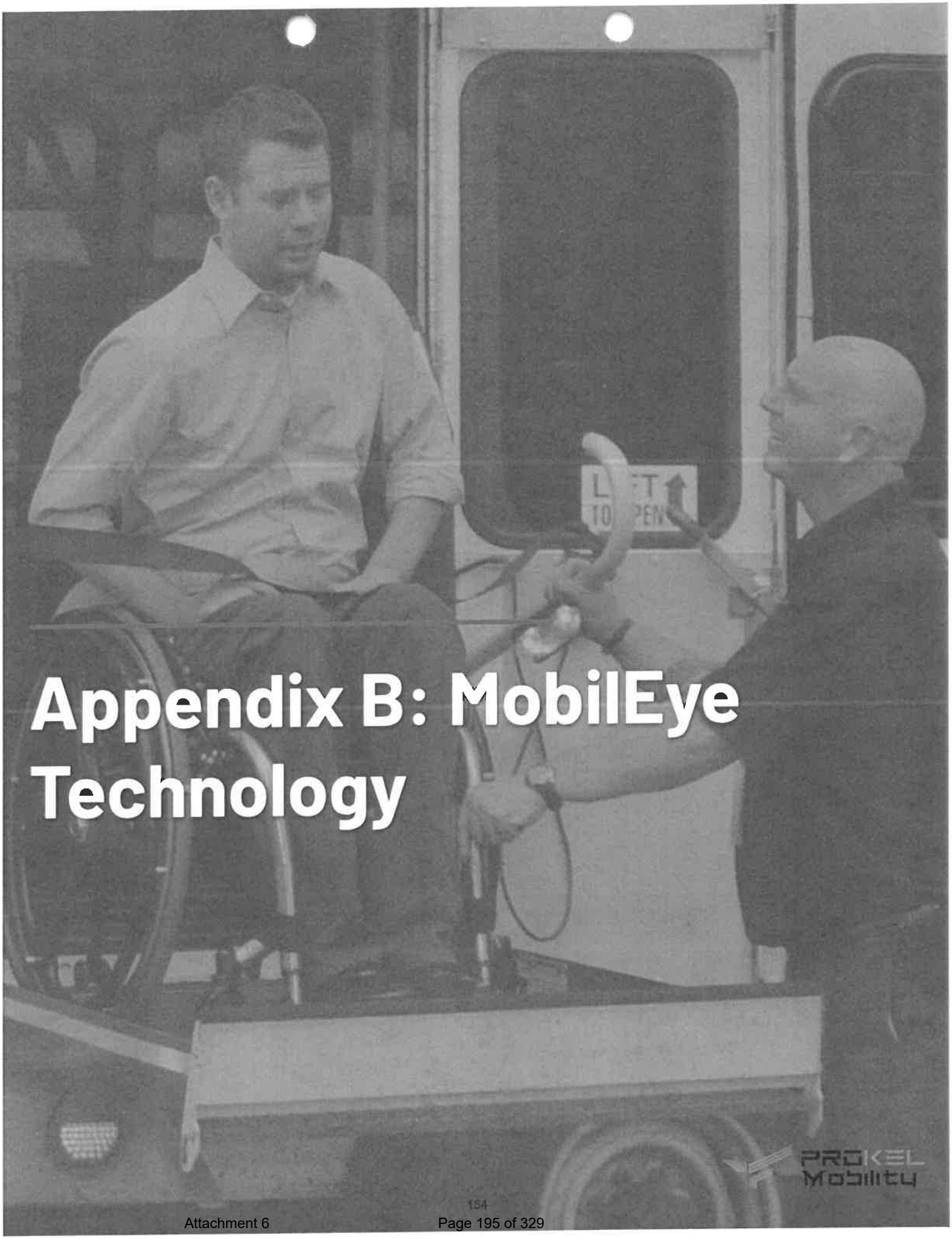

Saving lives is at the
heart of everything
we do.



Appendix B: MobilEye Technology

An Intel Company

MOBILEYE® 8 CONNECT™

Driven by Safety

AI-powered, aftermarket collision avoidance system
that helps prevent collisions and improve driver performance



ACT TO PREVENT COLLISIONS

94% of road collisions are caused by human error. The best approach to fleet safety is to avoid collisions rather than reviewing them after the fact. Mobileye 8 Connect not only provides this proactive solution, but helps train drivers to avoid dangerous situations in the first place.

Fleet Safety with Real-time Alerts

Mobileye's collision avoidance system warns drivers of potential hazards in real time with audio and/or visual warnings, giving them time to prevent or mitigate a collision.



PEDESTRIAN & CYCLIST COLLISION WARNING

Alerts drivers of an imminent collision with a pedestrian or cyclist



HEADWAY MONITORING & WARNING

Helps drivers keep a safe following distance from the vehicle ahead and alerts them if the distance becomes unsafe



FORWARD COLLISION WARNING*

Alerts drivers of an imminent collision with a vehicle or motorcycle ahead, both on highways and in urban areas



LANE DEPARTURE WARNING*

Alerts drivers when there is an unintentional deviation from the driving lane



SPEED LIMIT INDICATOR**

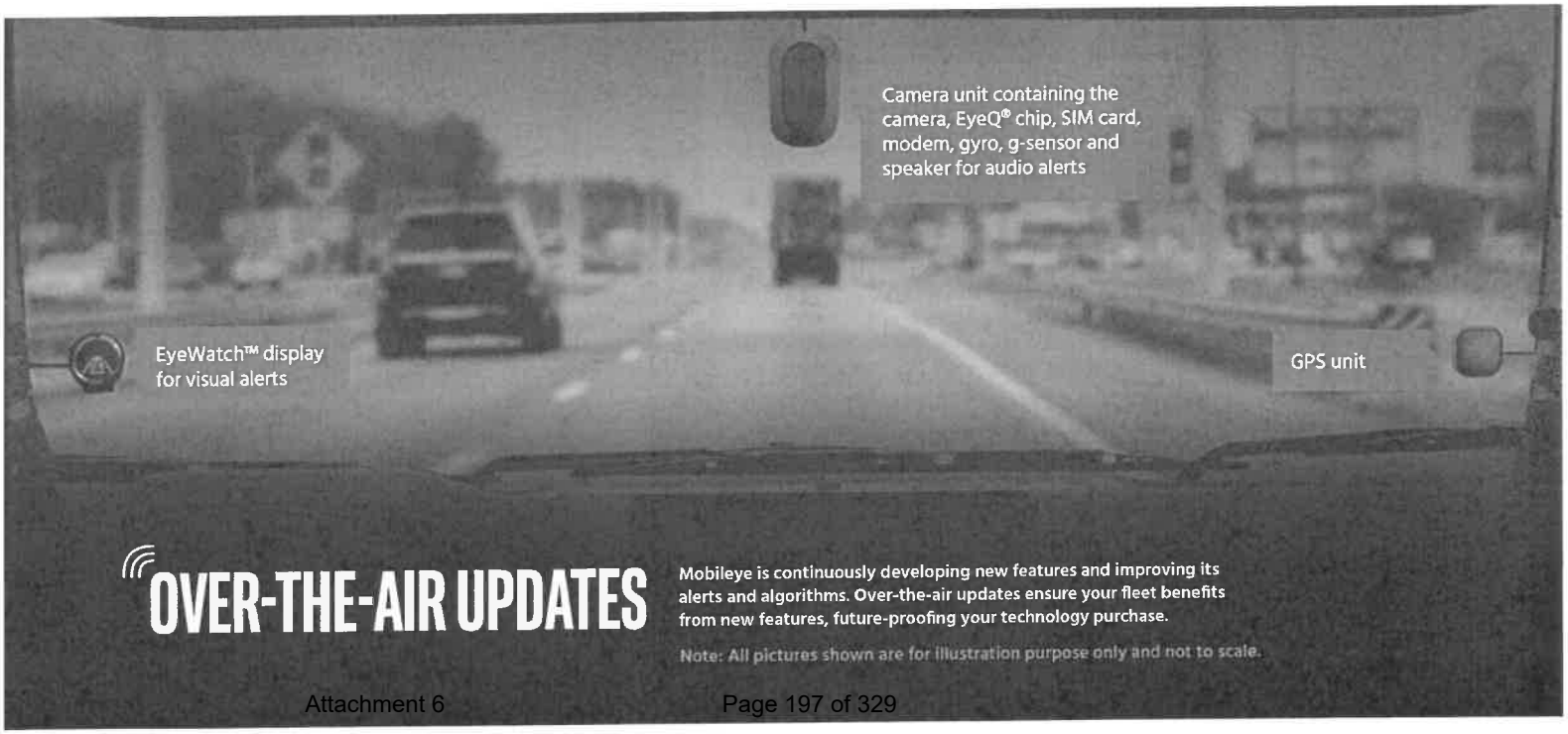
Recognizes speed limit signs, and notifies the driver, both of the new speed limit and if they exceed it



Mobileye 8 Connect can detect pedestrians and cyclists at night!

*Night detection requires a minimal amount of light and does not operate in complete darkness.

*Meets NHTSA's guidelines.
**Detects signs declared valid by the Vienna Convention on Road Signs and Signals.



OVER-THE-AIR UPDATES

Mobileye is continuously developing new features and improving its alerts and algorithms. Over-the-air updates ensure your fleet benefits from new features, future-proofing your technology purchase.

Note: All pictures shown are for illustration purpose only and not to scale.

MEASURING THE SAFETY IMPACT

Mobileye 8 Connect™ is a unique system that combines collision avoidance alerts with g-sensor data to provide a powerful picture of how your fleet safety is improving.

The Driving Metrics You Need to Make Managing Simpler

Our platform gives fleet managers concrete insights into drivers' safety-related behavior, vehicle tracking, and compliance so you can give your drivers the support they need.



Safety

With alert data metrics you'll have greater insight into drivers' progress on unsafe habits such as tailgating, near misses, harsh braking and lane changes without signaling

Tracking

With track-and-trace features, you can ensure our vehicles stay on route and conduct step-by-step analysis to determine route efficiency and safety

Insights

Our safety reports make it easy to identify which drivers could benefit from extra training and which might be rewarded for safe driving

Boundaries

Geo-fencing allows you to set pre-defined limits for drivers, ensuring that your vehicles stay within a prescribed area

> **"...beyond anything I expected to get from Mobileye – I thought it would help improve us, but the results have been dramatic. Mobileye is truly a lifesaving device. We believe every vehicle on the road should be equipped with it."**

Neal Kalish
President and Owner of Ambu-Trans Ambulette

> **"Mobileye has helped us to reduce incidents on the road and maintain a high safety rating with our insurance.."**

Jimmy Pardo
Vice-President and Founder, P&B Transport

THE MOBILEYE DIFFERENCE

For over two decades we've been working on, and perfecting, the computer vision and artificial intelligence underlying our collision avoidance system.

In 2017 Intel recognized the groundbreaking nature of this technology when it acquired Mobileye and in 2019 the European Patent Office named the Mobileye team one of the finalists for its prestigious European Inventor Award.

Over 25 leading auto manufacturers rely on Mobileye technology and there are currently over 40 million vehicles equipped with our collision avoidance technology.

The same team that designed the technology trusted by these manufacturers also developed our retrofit collision avoidance.



Next generation and up-to-date technology

Mobileye 8 Connect features represent our latest generation in collision avoidance technology. These include cloud connectivity, an optional fleet platform, greater range, 10x improvement in accuracy, a wider-angle camera lens and a g-sensor to detect harsh braking, accelerating and cornering.

Reduce collisions, save money

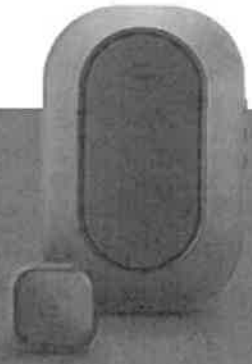
Join others such as Dish USA, which cut in-scope collision costs by 73%, Ambu-Trans Ambulette, which experienced a 91% reduction in collision-related costs and P&B Transport, which saw insurance claims from collisions drop from $800,000 to $20,000 – all after installing Mobileye.[1]

Improve driver performance

Mobileye 8 Connect alerts don't just help drivers avoid collisions, but evidence shows these same alerts actually help instill safer driving habits. A University of Missouri study[2] documented a 71% drop in headway monitoring warnings among drivers using collision avoidance technology.

1. Statistics refer to collisions which Mobileye alerts can prevent or mitigate.
2. https://www.mem-ins.com/blog/recent-study-shows-three-out-of-four-drivers-improve-driving-with-collision-avoidance-technology

HOW DOES IT WORK?



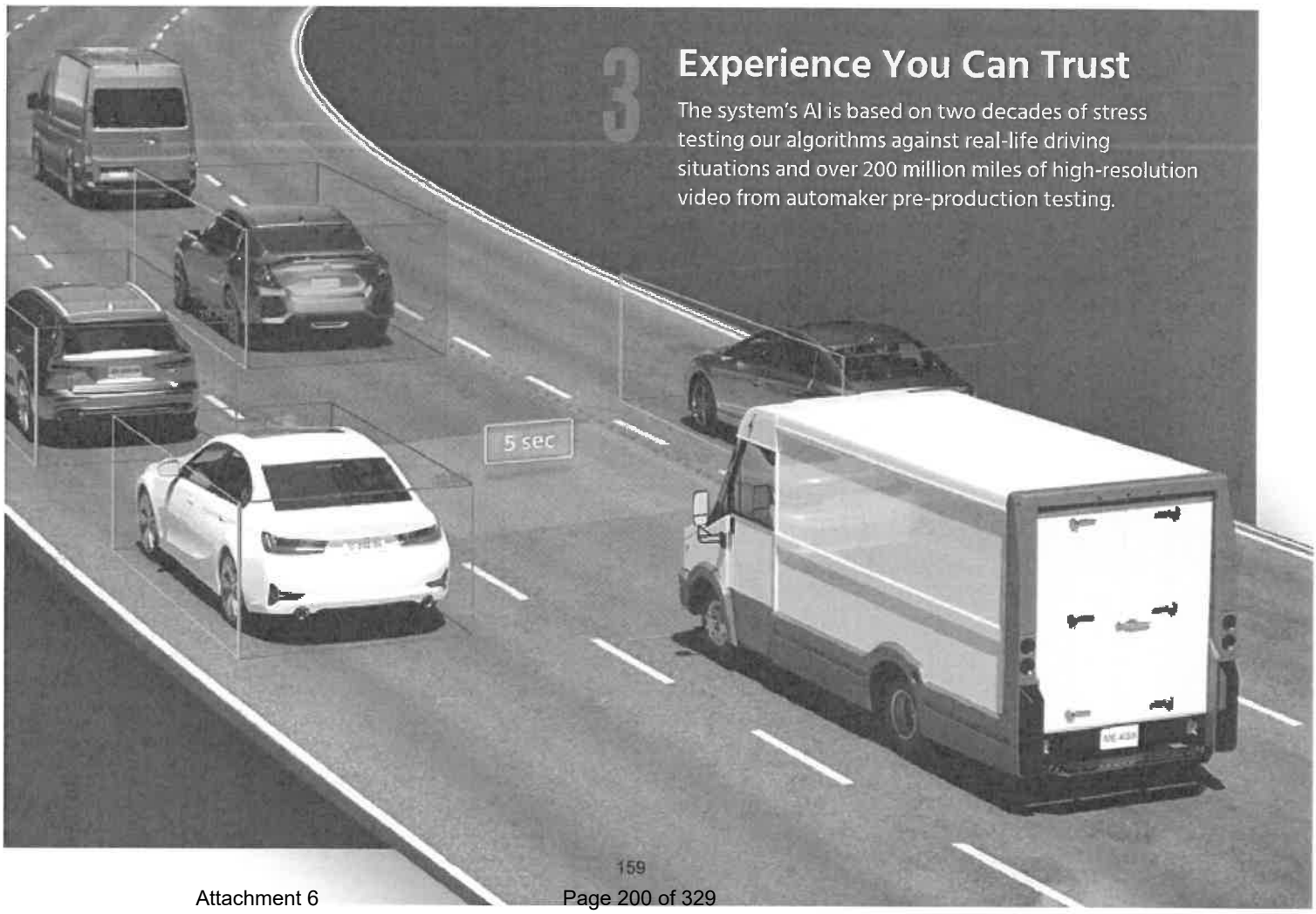
1 Vision-Based

Just like when we drive, using our vision to scan the road and judge how far we are from obstacles and what potential dangers they pose—a camera can also scan the way ahead with the advantage of never becoming fatigued or distracted.



2 AI-Powered

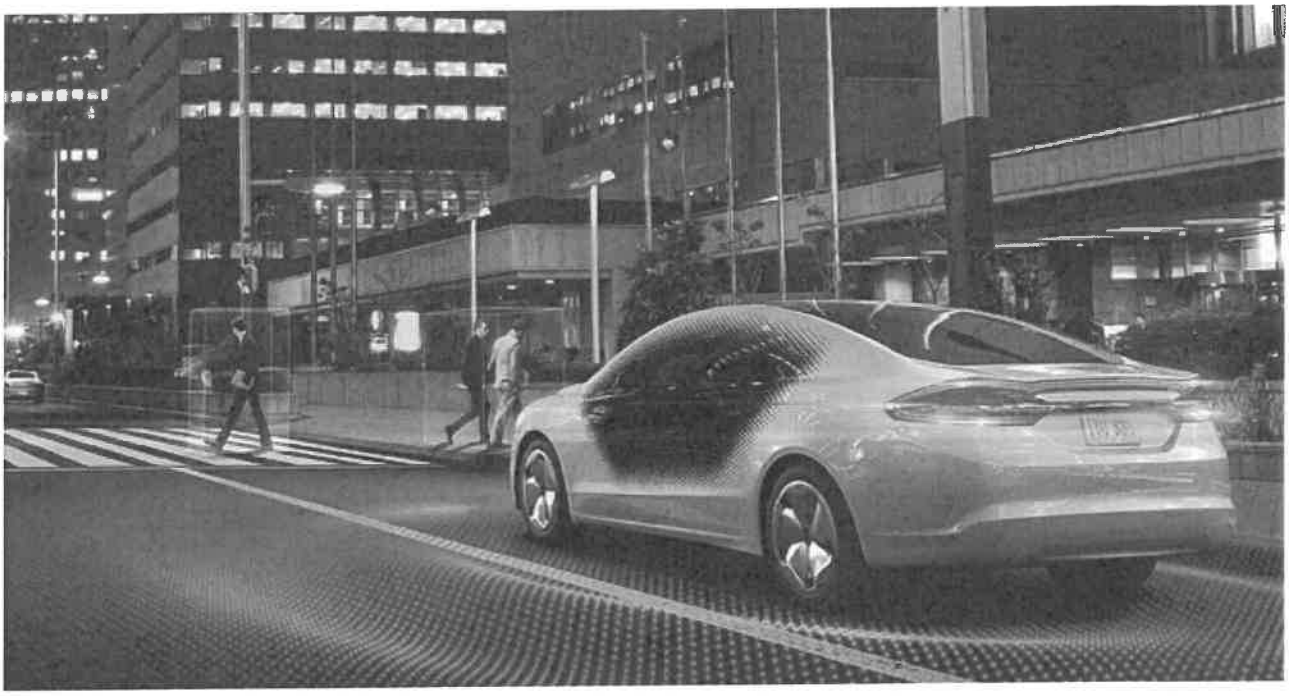
The key element in our system is in the ability to mimic how people understand the roadscape. Through the use of artificial intelligence, Mobileye's EyeQ® chip is able to identify potential hazards and alert drivers in real-time.



3 Experience You Can Trust

The system's AI is based on two decades of stress testing our algorithms against real-life driving situations and over 200 million miles of high-resolution video from automaker pre-production testing.

ABOUT MOBILEYE



Mobileye, an Intel Company, is a global leader in the development of computer vision and machine learning, data analysis, localization, and mapping technologies for Advanced Driver Assistance Systems and autonomous driving solutions.

Our safety technology is integrated into hundreds of new car models from the world's major automakers: BMW, Audi, Volkswagen, Nissan, Ford, Honda, General Motors and more.

The Mobileye collision avoidance system is available with a single, forward-facing vision sensor suitable for almost any vehicle.

www.mobileye.com/fleets

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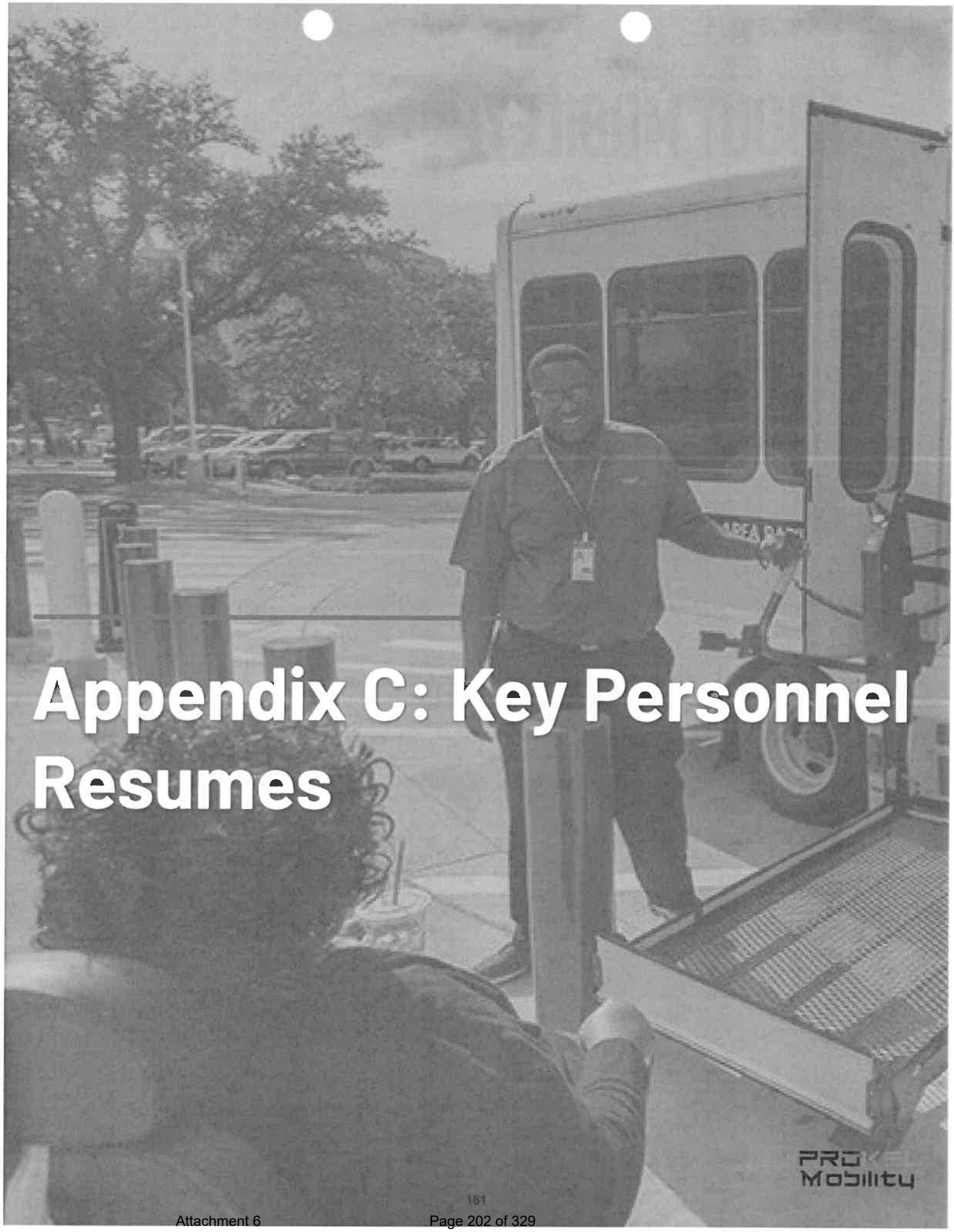


Appendix C: Key Personnel Resumes

ROBERT HANN

Executive Transportation Professional

PROFESSIONAL SUMMARY

A seasoned professional and effectual leader with a proven ability to lead businesses in all phases of business life cycles, expansion, peak, contraction, and trough. Successful operator of airport and parking lot shuttles, charter businesses, convention shuttles, "hop-on hop-off" and group tours. Led strategic marketing effort for The GO Group, LLC. Prepared and was successful in winning competitive shuttle RFPs, including the Midway Parking Lot Shuttle operation.

EXPERIENCE

Munrovey Consulting – *Principal*
2020 - Present

- Responsible for business development, implementation of contracts and business oversight of contracts for several transportation companies

Coach USA, *General Manager*
2019 – 2020

- Responsible for leading Coach USA's Chicago operations including:
  - Megabus Midwest
  - Airport Operations
  - Chicago Trolley and Double Decker
  - Coach USA Chicago Charter operations
- Employed to analyze the business and determine future direction for corporate office and ownership group. The Company was comprised of 250 employees, including union and non-union drivers, dispatchers, sales, accounting, and maintenance. While leading the effort to turn around the operation, we were able to grow market share in each area, simultaneously realizing substantial cost savings. However, following careful analysis of how the business fit with the remainder of the Coach USA portfolio, we determined that the best option was for Coach USA to focus on Megabus Midwest only

Berkshire Hathaway Home Services, *Realtor*
2018 – 2019

- Represented home sellers, buyers and investors in the Chicago area, primarily focusing on the western suburbs. The position has enabled me to enhance strong sales, marketing, and negotiating skills. The qualities of being pro-active, creative problem solving, and self-direction have also been honed

Continental Air Transport Co., Inc., *Vice President - Marketing*
1995 – 2017

- Led the overall marketing and sales efforts for Continental Air Transport's multiple services
- Focused on Chicago's visitor, corporate and residential market
- Ensured high level of quality control for its services

EDUCATION

DePaul University – 2005
MBA - Finance
Indiana University – 1995
Bachelor of Science

PROFESSIONAL AFFILIATIONS

Rotary Club of Chicago O'Hare – April 2001 to Present

- Chair of the Club's Foundation
- President in 2005
- Former member of the Board of Directors

Rotary District 6450

- Treasurer from 2013 – 2016
- District Grant Auditor 2016 – Present

Good Shepherd Lutheran Church

- President of Church Council 2013 – 2017, 2019
- Chairperson of Building Restoration September 2018 – Present

Indian Guides

- Organized group in Oak Park
- Chief from 2007 – 2009
- Nation Chief from 2009 - 2017

JUSTIN CAYLESS, M.B.A.

TRANSPORTATION OPERATIONS

904.718.0661

jrcayless@outlook.com

Fernandina Beach, FL

Linkedin.com/in/
JustinCayless

EXPERTISE

Fixed-Route
Paratransit
Streetcar
Eligibility
Functional Assessment
Customer Service
Process Improvement
Project Management
Contract Management
Contract Negotiations
Labor Union Relations
Policy Development

EDUCATION

MASTER'S DEGREE (MBA)
Project Management
LSU
Shreveport, LA

BACHELOR OF APPLIED SCIENCE (BAS)
Business Management

PROFESSIONAL PROFILE

An experienced, energetic operations leader with a successful history of driving innovation and change through strategic program initiatives and a hands on approach. I possess more than 10 years of proven success in leadership / management roles leading operations in public transportation and military roles leveraging data and experience to enhance customer experience and service delivery.

EXPERIENCE

CAYLESS CONSULTING - (Chief Growth Officer - Business Development)
Various Contracts, Amelia Island, Florida / Jan 2021 - Present

- Create and negotiate contracts, service level agreements with B2B and B2C for digital displays, digital advertising and direct mail campaigns.
- Collaborate / strategize with team leaders and executive leadership team to provide support for growth initiatives and reshape Paxton Marketing.
- Hiring, training, setting baseline metrics for all sales and account executives.
- Create Customer Success strategy for account managers.
- Creating Business to Business (B2B), (B2C) sales pipeline through sales team building and CRM platform integration, targeted, omni-channel marketing.
- Established reporting metrics (KPI) to track progress of change and growth for organization and establish daily, weekly, monthly, quarterly and annual sales goals to ensure executive leadership goals for organization are met.
- Develop digital business network with industry leaders to create innovative growth strategies based on B2B, B2C needs.
- Recruit / train sales team based on current market trends and market analysis.
- Created a successful outbound sales training program for existing team of sales directors and managers experienced solely with inbound sales.

INTERIM SENIOR DIRECTOR OF OPERATIONS
New Orleans RTA, New Orleans, Louisiana / Jan 2021 - Feb 2022

- Responsible for an annual budget of 115 million dollars to include multiple contracts for service and products, SLA's as well as creating RFI and RFQ's for innovative solutions.
- Contract management and budgeting for existing agreements as well as planned future agreements to include P&L reporting and budgeting.
- Using data analysis to determine number of employees needed to meet service level agreements for service delivery. Responsible for over 600 employees ranging from FTE salaried positions to unionized skilled roles.
- Direct oversight of Customer Service, Fixed-Route Bus and Rail, Control Center, Planning and Scheduling and Data Science Departments.
- Spearheaded the CRM implementation, and one-call resolution initiative for customer service to include cross training and metric setting.
- Successfully served as ICS Commander for Hurricane IDA. (City / State)
- Developed comprehensive Emergency Preparedness Plan.
- Develop SOP, policies and procedures to exceed compliance requirements.
- Manage a fleet in excess of 133 fixed route vehicles, 66 light rail street cars, to include implementation of improved transportation asset management plan.
- Developed KPI dashboard (NEW 22) through the Power BI platform to ensure accurate and comprehensive measurement of staff and system performance.
- Implementation of best practices throughout the system through coordinated

JUSTIN CAYLESS

TRANSPORTATION OPERATIONS

TECHNICAL SKILLS

Hastus

Trapeze CRM

NextBus

Swiftly

Clever Devices

Microsoft Dynamics CRM

Salesforce

Pipeline CRM

ADP

Oracle

Sharepoint

Power BI

EXTRA

Letter of Appreciation
C.E. White
Captain, USMC
Security Force Team Leader
November 21, 2008

Letter of Commendation
T.M. Giardina
Rear Admiral, USN
Security Force Squad Leader
February 19, 2009

EXPERIENCE continued

- Increased positive customer feedback survey in all areas surveyed.
- Served on various public boards as the public transportation liaison.
- Recruited and trained new management team to promote organizational shift in trajectory to incorporate data based decision making and using technology to improve transportation service delivery and customer service.
- Create monthly Operations report and deliver report to Sr Leadership Team as well as NORTA Board of Directors.
- Successfully negotiated with ATU leadership to create agreed upon contract.

FIXED ROUTE, PARATRANSIT OPERATIONS
JTA, Jacksonville, FL / 2015 – 2021

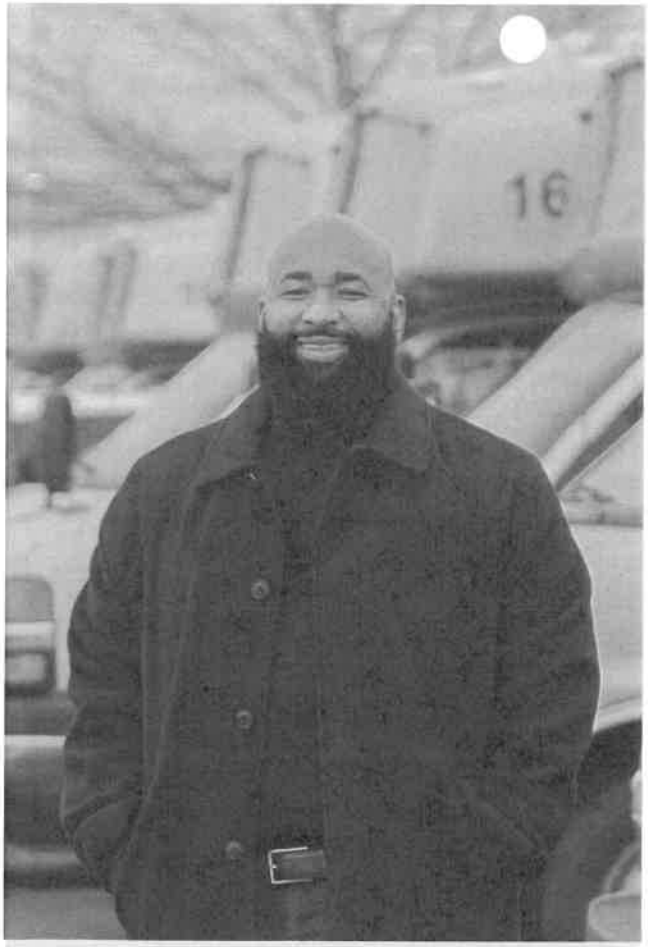
- Assist with oversight for Paratransit, Customer Service, Eligibility, Travel Training, Functional Assessment, Scheduling, and other roles related to Paratransit.
- Serve as Ad-Hoc for Mayors Disability Council Board to report on Paratransit services as well as respond to any concerns or request from City of Jacksonville related to Public Transportation.
- Collaboration with organizational, industry, national and international leaders to create innovative solutions to traditional problems within the public transportation and customer service industries (GlobalJax).
- Successfully implemented the Fixed Route, Route Optimization Initiative (ROI), Bus Rapid Transit (BRT) Program, and On-Time Performance (OTP) Implementation projects as Fixed Route Supervisor.
- Served as Emergency Operations Control Center Representative (EOC), for public transportation Jacksonville FL 2015-2021 Multiple Events.
- Participate in multiple vendor selection committees for Operations, to include fixed route, paratransit, demand response and other RFP / RFQ's.
- Manage several contracted services within Paratransit as well as participate in setting and reviewing paratransit annual budget.
- Provide training to employees to improve KPI's across Operations, Customer Service, Eligibility and more.
- Update policies and procedures for paratransit to include riders guidebook and other collateral.
- Work with regulators (FTA, FDOT, CTD) to ensure all functions, operations, and collateral is within compliance.

SALES MANAGER
Island Real Estate of Amelia, Fernandina, FL / 2014 - Present

OWNER / FOUNDER
Crow's Warrior Salve, Fernandina Beach , FL / 2012 - 2014

INSTRUCTOR / SECURITY FORCE OPERATIONS
USMC, Various Locations / 2007 - 2011

- Security Force Transportation Operations / Instructor





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Kelly Gonzalez Jr.

Chief Executive Officer | Principal

Professional Summary

Ability to maximize efficiencies in current Transit Models and work with agencies to modernize and make their current model more efficient. | Forward-thinking leader who places customer-centric solutions at the forefront of Transit Operations. | Partner with agencies to not only operate premium service, but also help them secure funding from multiple Federal, State and local sources.

Experience

ProKel Mobility, Miami, FL — *Chief Executive Officer | Principal*
SEPTEMBER 2019 - PRESENT

- Responsible for leading day-to-day operations, sales and overall company strategy, while managing seven executive-level direct reports. Tripled company revenue within the first 16 months.
- Direct and manage staffing, financials, payroll, scheduling, administration and human resources, safety and maintenance out of the Miami location.
- Develop key performance indicators/goals to assure internal performance accountability measures.
- Designed and implemented training programs to increase productivity and enhance customer service.
- Restructured company operations and recruited former transit senior leaders and directors.
- Introduced and invested in new state-of-the-art transit-leading technology to maximize output potential.
- Work hand-in-hand with cities and other clients to optimize their current transportation model.

First Transit, Broward County, FL — *General Manager*
FEBRUARY 2018 - SEPTEMBER 2019

- Oversight of 260 employees operating the Sun Trolley Fixed Route services and the Broward's TOPS Paratransit contract for a company that transports 2.1 billion passengers yearly and employs 100,000.

PROKEL Mobility

Experience Continued

Global Food Industries, Miami, FL — *Chief Business Development Officer*
FEBRUARY 2017 - FEBRUARY 2018

- Led GFI into new markets and restructured departments to increase quality assurance, streamline logistics efficiencies and increase the company's footprint in government feeding procured markets.

Total Transportation Corp., New York, NY — *VP of Business Development & Government Relations*
AUGUST 2016 - FEBRUARY 2017

- Directed the Business Development for the largest ADA compliant transportation provider in the City of New York. Revenue: $200 Million.

MV Transportation, Dallas, TX — *Director of Business Development*
OCTOBER 2008 - JULY 2016

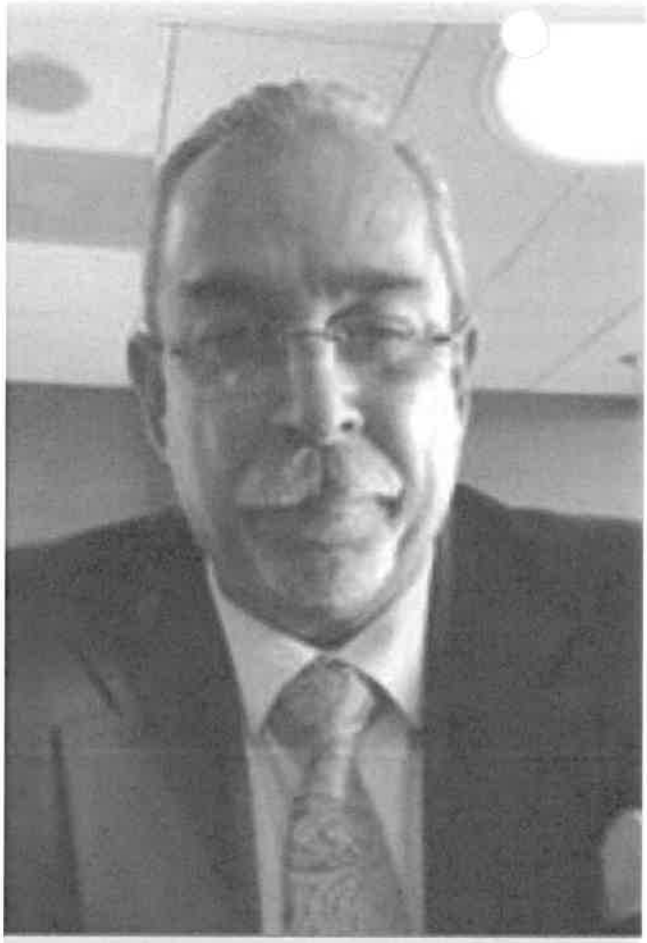
- Directed the Business Development efforts for the largest privately held government contracting transit company in North America which employs 20,000 professionals, revenues $1.3 Billion annually, and services more than 250 agencies/private entities worldwide.

Education

Northwood University, West Palm Beach, FL — *Business Management and International Business*

Member/Affiliations

NAACP | COMTO (Conference of Minority Transportation Organization)



Eduardo R. Carrion

Senior Level Executive

Professional Summary

Innovative and results-driven leader focused on achieving exceptional results in high-paced environments that demand continuous process improvement; Characterized as a visionary, strategist and tactician. Consistent record of delivering extraordinary results in growth, operational performance, and workforce development; Experienced in driving services, process, and customer service improvements while building partnerships with key decision-makers.

Experience

ProKel Mobility – New York, NY – *SENIOR VICE PRESIDENT/ COO*
2021 – Present

- Direct 170+ employees along with managers to achieve company objective and goals, oversee daily fixed routes, special education bus division, charter service and Paratransit operations, oversee maintenance and safety compliance of more than 100 Vehicles, Oversee proper training for personnel and monitor productivity
- Maintained strategic view and ensured constant reliability of company brand
- Identified and evaluated advertising, sponsorship and educational opportunities that align with overall marketing strategies
- Introduced new marketing programs that align with the business strategy to drive growth and retention.
- Overseen execution of business development programs in collaboration with business partners in market and matrix partners throughout the organization
- Oversee proposal development, strategic and operational plan and development of service launch project management plan • Perform Strategic Account Management functions; Manage key accounts portfolio, establish strong, long-term client relationships
- Responsible for project management functions, including budgeting and forecasting, expense reporting, risk management, status reporting, and execution; Create project documentation and strategy plans; Account for complete project lifecycle from inception to closure; Collaborate with participants to determine project timeline
- Contract Negotiations & Alliances



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PROKEL
Mobility

Experience Continued

SOLYD Transit Platform – CO-FOUNDER/ CHIEF INNOVATION OFFICER 2017— 2021

- SOLYD Transit was created as a systems development company that offers dedicated digital business solutions from small, to mid and large-scale enterprises utilizing Blockchain technology as the backbone of system development and delivery. Maintained strategic view and ensured constant reliability of company brand
- Lead the design and development of the first on-demand transit app, built on a blockchain platform. The system was successfully deployed in a test environment and with the goal of gradually expand its implementation across other modes of transportation such as First and Last Mile services and late night services
- Develop a Mobility-as-a-Service (MaaS) platform that would combine all transportation services from public and private transportation providers through a unified platform that creates and manages a user's entire trip
- Developed a Go-To-Market strategy, including market analysis, marketing and business development components
- Developed and implemented business strategy and assisted in generating annual revenue goals
- Identified opportunities to develop and cross-sell new services
- Ensured quality deliverables are finalized and presented to clients
- Developed plans for execution of large, global engagements
- Represent company in the North American market

Total Transportation Corp. – *SENIOR VICE PRESIDENT BUSINESS DEVELOPMENT* 2016— 2017

- Served as a key member of the executive team charged with formulating strategic direction and devising business development initiatives consistent with overall strategy. Traveled nationally to identify new business opportunities and effectively managed a territory spanning across the United States and Canada. Planned and executed marketing strategies and events including trade shows and conferences with over thousands of participants. Cultivated business partnerships, built a successful pipeline and created new sales opportunities. Managed new and existing client projects including complex contract negotiations and labor relations
- Strategically managed revenue generation endeavors, including the development of forecasts, divisional pipeline strategies and quarterly shareholder reports
- Built and managed a business development team to enhance and refine customer relationships and satisfaction Increase company-wide participation in key cities through the development and implementation of a community outreach plan
- Partner with local, state and federal government officials on behalf of Total Transportation corp. to increase positive relationship and company growth
- Research and develop new service delivery models based on the mobility management model which is consistent with the current focus on livable and sustainable communities and embraces the delivery of affordable, multimodal transportation that is safe, accessible, and economical, utilizing brokering, Transportation Network Companies (TNC) and/ or autonomous driverless vehicles
- Raise public awareness about Total Transportation Corp., its programs and services through the development and implementation of a communication plan

MV Transportation – *VICE PRESIDENT BUSINESS DEVELOPMENT* 2014— 2016

- Responsible for the marketing of services to the public transportation industry - work with a procurement team to oversee the technical and price proposal process, perform ground research, attend client hosted meetings, analyze the contractual opportunity, and determine unique strategies to win bids
- Principle author of the 2016 East Region Business Development Market Assessment/ Business Development Strategies; Resulting strategic plan has been approved by MV leadership team, used as the roadmap for developing a "First to Market" approach and strategy by developing and implementing an aggressive research, marketing and outreach program
- Collected and compiled industry trends, case studies, competitor analysis, and potential partnerships for internal cross-functional teams. Conducted market and competitive analysis for different business segments and verticals including forecasting potential market revenues and the development of pipeline
- Analyzed industries and segments to create thorough situational and SWOT analysis, providing internal business development team with a more comprehensive grasp of the competitive and cultural landscape
- Engaged customers to understand economic and operational needs. Developed alternate strategic approach, designed based research and feedback from customers for each assigned procurement project
- Assisted in the development and strategic leadership of over 10 major procurement opportunities; resulted in excess of $50 million in new annual revenue
- Led all aspects of the development of a proposal for the City of El Paso Paratransit Services (LIFT); awarded a five-year, $34 million dollar contract

Maruti Mobility Management, LLC – *CHIEF OPERATING OFFICER/ CIO* 2011— 2014

- Senior Level Executive directing corporate operations. Implemented substantial improvements in costs, services, sales, and employee morale and retention. Contributing to and emphasizing collaboration within a nationally operating, multi terminal company. Development and implementation of strategies focusing on organizational change, process engineering and technology advancement
- Brought in by ownership to implement systemic operational changes, achieving cost savings, higher profits, and process improvements resulting in an improved operating ratio by 15% in 6 months

Experience Continued

- Operations executive and business project manager successful at delivering over $5mm in cost containment and revenue growth by building an organizational culture of continuous process improvement. Expert at managing both people and projects to deliver results with a sense of urgency
- Structured approach to leading cross-functional teams to implement process improvement projects in customer care and support operations in the transit industry
- Directed company's trade and consumer marketing activities, overseeing branding, advertising, communications, media/PR, market research and competitive intelligence
- Developed and implemented an integrated strategic communications plan to advance Maruti's brand identity; broaden awareness of its programs and priorities; and increase the visibility of its programs across key stakeholder audiences
- Developed and implemented Regional Marketing Strategy that identified growth opportunities in the transportation markets equivalent to $6M of additional revenue
- Championed development of new business development and operating procedures that increased revenues by 25% and skyrocketed profits 90% in one year through stringent cost control measures and process improvement measures

Corpus Christi Regional Transportation Authority – *CHIEF EXECUTIVE OFFICER / CIO* 2001— 2011

- Senior executive responsible for providing safe, dependable and economical public transportation services to over five (5) million passengers per year. Led group of Managers/Directors who supervise roughly 300 direct hire and contracted employees in the transportation, maintenance, and administrative branches. Responsible for the overall direction and evaluation of each unit. Also responsible for developing strategic and tactical planning with fiscal responsibility for $26.9 MM operating and $29.7 MM capital budgets
- In 2009, facing a 23% shortfall in sales tax revenues, implemented cost cutting measures that resulted in a positive year-end operating budget; avoided reduction in services, fare increases or layoffs
- Designed and implemented workforce development plan and mentoring program; resulted in the reduction of employee turnover ratio by 63%
- Instituted a zero-defect vehicle maintenance program that led to a 68% drop in vehicle assistance road calls.
- Developed a comprehensive safety program that reduced preventable accidents from 2.8 to .3 accidents per 100,000 miles; saved over $250,000 in annual claims
- Completed the construction of a $5.3 MM vehicle maintenance facility, on time and within budget. • Developed legislative strategy to request funding support for the agencies expanded capital program; was awarded over $12 MM in congressional discretionary funding
- Provide the vision, leadership, planning and management for the development, acquisition, implementation and support of information technology. Aligning agency information technology with strategic direction, build and develop IT organizational processes and procedures to support organizational needs. Planning, directing, and managing the IT department in order to ensure the development and implementation of cost-effective systems and efficient computer operations to meet current and future decision-making requirements

Education

Southern Illinois University – Carbondale, Illinois
Bachelor of Science
Workforce Education and Development

Community College of The Air Force
Associate Degree in Information Systems Management

Villanova University
Project Management Certificate

USAF
Six Sigma Black Belt Certification

Skills

- Government Regulations & Relations
- Strategy, Vision, & Mission Planning
- Operational & Strategic
- Planning
- Project Management
- Finance & Budgeting
- Policy & Procedures
- Development
- Quality & Continuous
- Improvements
- Cost Analysis
- Reduction & Control
- Strategic Account Management
- Public Transportation Management
- Organizational Development Mobility Management Emerging Technology



Vasti Amaro

Board of Directors and Strategic Advisor

Professional Summary

Vasti has more than twenty-five (25) years of transportation experience in both public and private sectors, delivering passenger transport in the transit, airport ground transportation and university space. While working for global transportation firms, she was responsible for successful start-up operations for Hillsborough Area Regional Transit (HART) in Tampa, Dallas Area Rapid Transit (DART), Phoenix Transit, Greater Richmond Transit Company (GRTC), Phoenix Sky Harbor International Airport (CONRAC). She's managed operations for Collier Area Transit (CAT), Broward County Transit (BCT), South Florida Regional Transit Authority (SFRTA), Fort Lauderdale/Hollywood International Airport, and the Bus Shuttle for the Miami International Airport.

Experience

ProKel Mobility, Palm Beach County, FL- *Board of Director/ Strategic Advisor to the CEO 2020 - Present*

- Develop strategic plans with the executive team and senior staff to continuously improve ProKel Mobilty's operations for existing paratransit and fixed route shuttle services. Drive operational efficiencies in support of customer program(s). Identify and execute solutions to achieve customer cost savings commitments. Identify and execute solutions to reduce inbound and outbound transportation expenses.
- Established and conducted multi-divisional reviews, document and monitor action items required to improve division metrics. Monitor overall division metrics and participate in the operational review calls to discuss action items taken and progress toward company and customer goals. Share and support implementation of best practices across divisions. Motivate, lead, and train division general managers.

Vasti Transport, Tampa, FL - *Principal*
2014- Present

- Transportation consultant and executive coaching to leaders of mass transit agencies and business owners.

Port Authority of Allegheny County, Pittsburg, PA - *Chief of Staff*
2017 - 2019

- As a consultant to the agency, Provided transitional support to the new CEO and then held permanent position with oversight of 2,600 employees and an operating budget of $480M/capital budget of $189M.

First Transit, Tampa, FL- *Director of Business Development (East Region)*
2015 - 2017

- Responsible for revenue growth and market development in all transportation segments and maintenance business.



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https://www.linkedin.com/company/prokelmobility/

Experience Continued

Hillsborough Area Rapid Transit (HART), Tampa, FL - *Director of Maintenance/ Director of Transportation/ Director of Paratransit*
April 2014 - July 2015 & August 2017- March 2018

- As a consultant to the agency under Vasti Transport, filled three executive roles during two separate periods. As Acting Director of Transportation, assisted with the evacuation of Hur-ricane Irma and implemented a new bus route redesign, referred to as Mission Max.

Keolis, Tampa, FL - Senior Vice President of East Region November 2010 - October 2013

- Provided leadership and oversight for over thirty-five client contracts with Cities, Counties, Airports, Mass Transit Agencies, and Corporations from seven facilities throughout the state of Florida and Virginia with over 1,000 employees and over $40 million in revenue. Responsibilities also included client relations, business development and start- up operations. Instrumental with a merger and acquisition by Keolis, helping them enter the U.S market.

Transdev, Phoenix, AZ - *GM/Director of Transportation*
October 1999 - October 2010

- Responsible for many start-ups and transitions in Transit, Airport and University space. Part of the Phoenix Transit startup team, which converted the public transit agency to a full turn-key operation.



Natasha Serra

Project Manager

Professional Summary

Natasha brings ten years of experience in the field of Mobility Management and is a passionate human services advocate with a proven track record for leveraging financial resources to implement transit projects. Natasha has the ability to track and analyzing program related performance measurements metrics for in -depth reporting on financial and spatial analysis in the transportation environment. She has extensive experience with auditing and compliance in FTA 5307, 5310 5311, 5312 and 5339 and developed various innovative programs by integrating technological resources with human capital by organizing and building community consensus amongst stakeholders to finance or source funding for transportation projects and programs. She has extensive experience with civil rights and public involvement programs at the local, state and national level.

Experience

Cleveland Clinic - Martin Health – Florida, *Transportation Business Model - Consultant*
April 2022 – present

- Creating Courier Routes Consultant
- Providing ArcGIS Technical Assistance in concert with LabLogistics for the development of hospital-to-hospital courier services

Flagler County Transit Services- Kittelson and Associates, DBE Consultant – Florida, *FTA Transit Grants Consultant*
December 2021 – June 2022

- Consultant /FTA Consultant
- Provided Technical Assistance with FTA New 5307 Direct Recipient Application
- Assisted with FTA Transit Grants Management, Financial Grants Management Consultation

Lake County Transit Services – Florida, *FTA Transit Grants Reporter and Consultant on Project Management*
December 2020 – November 2021

- Consultant / FTA Reporter / TrAMS Technical Assistance
- Assist with FTA Transit Grants Management, Financial Grants Management Reporting (TrAMS FFR, MPR, DBE reports), Project Management assistance and consultation on TIP Amendments

City of Ocala Growth Department – Florida, *Consultant for FTA and FDOT Triennial Review Assistance*
December 2019 – October 2021

- Providing technical assistance to the city with a route realignment to develop, provide planning scenarios and cost benefits analysis utilizing REMIX
- Responsible for all public engagement
- Applied for stimulus funding for emergency transit response services for COVID-19
- Present at public meetings to account for the recommended service changes
- Assisted with the FTA 2019 Triennial Review; developed policies and procedures for the City's finance, budget, and procurement departments



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Experience Continued

Assisted Rides Software Enhancements – California, *Software Development Consultant*
Ongoing for over 5 years

- Facilitated software developments for reporting on Preventative and Routine Vehicle Maintenance, Safety Plans, and other Asset Management reporting capabilities for compliance with FTA and DOT Auditing requirements

UZURV Holdings Inc. – Virginia, *Consultant on FTA Safety and Compliance*
Spring 2020

- Responsible for the Drug and Alcohol and Safety Programs for FTA compliance Assisted with CRM enhancements for the Advantage Ride On-Demand program

Agency for Persons Disabilities – Tallahassee, Florida, *Project Manager*
2017-2019

- Wrote and won a bid for conducting a transportation study for APD that included revising their Transportation Business Model for Medicaid Transportation. This study included revising APD's transportation rate model for the State by postulating statewide transportation demand for the disabled

Renaissance Planning – Miami, Florida, *Project Manager*
2017-2019

- Assisted with Triennial Reviews in FDOT District 6. Proposal support for establishing Mobility Management Programs in FDOT District four and in Georgia w/ Southern Company. Facilitated Complete Streets and SMART Planning Workshops and coordinated a Mobility Summit for FDOT District Four

Florida Dept. of Transportation, District 4 in partnership with Gulfstream Goodwill Industries, Inc. – Treasure Coast of Florida, *Regional Mobility Manager*
2016-2017

- Established Mobility Management performance metrics to assist local county governments in District 4 receive match to fund first mile and last mile MaaS programs

Reveal Management Services – Nationwide, *Software Sales*
2014-2016

- Coordinated business development for this transit software provider in Florida markets. Performed route optimization analysis on fixed route to promote sales. Facilitated merger with MTM Management

Florida Commission for the Transportation Disadvantage (FCTD) – Tallahassee, Florida, *Statewide Mobility Manager*
2012-2014

- Established the operational guidelines for the United We Guide (UWG) Mobility Management Program for NHSTA via the FCTD to address traffic, incidents and fatalities for Florida's aging population

St. Lucie Board of County Commissioners, Transit Division – St. Lucie County, *Mobility Specialist*
2011-2012

- Acquired over $515,000 in grant capital for transportation planning and coordination; updated the TDSP, TIP, and LRTP

Education

Southern New Hampshire University
Pursuing a Masters in Organizational Leadership
Certifications in Community Economic Development

Indian River State College
Bachelor of Science in Organizational Management with a Concentration in Public Safety Administration

Indian River State College
Associate of Arts in Criminal Justice

Professional Certifications

- FEMA
- FPTA
- CTAA



Frank Ciccarella

Vice President of Safety

Professional Summary

Frank J. Ciccarella is recognized as one of our nation's experts in public transportation training and safety. Frank has more than 40 years of experience in training and safety as an executive and as a consultant to the industry. Frank has experience in all phases of public transportation including fixed route bus operations, paratransit operations, taxi operations, TNC's, Shuttle Bus, and similar forms of public transportation.

Frank's experience includes all types of training and safety programs. He is a certified instructor for the TAPCO Transit and Paratransit training program. This includes training of drivers for all modes of operations as well as safety program implementation.



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Experience

Synergize Consulting – Gardner, KS - *Owner*
September 2018 – Present

- Provides management consulting in all phases of transit and/or for-hire operations
- Offers a comprehensive suite of driver training, employee training, safety training, new company start up, audit preparation, expert witness review & preparation, risk management control, analytic reviews, training program development and implementation, safety program management oversight.

J Rubino Transit Consulting, Saint Augustine, FL –
September 2018 – Present

- Performs expert witness services in legal matters, including personal injury cases, employment disputes, and regulatory matters
- Provides driver and employee training, safety training, and management consulting in all phases of transit and/or for-hire operations

SCR Medical Transportation – Chicago IL. – *Vice President of Safety, Training, and Security*
August 2013 – August 2018

- Created a synergistic approach to managing safety in all areas of operations
- Conceptualized and created the System Safety and Security Plan to standardize operational and safety practices across all departments, including:
    - Driver Recruitment, Selection, and Hiring Procedures
    - Development and Implementation of New Driver Training Programs

PROKEL Mobility

Experience Continued

- Implementation of the SCR Certified Driver Instructor Program
- Continuing Education Courses for existing drivers
- Management of the SCR DOT Drug and Alcohol Program
- Collision and Injury Prevention Program
- Security Planning and Implementation of the SSSP
- Incident Alert / Crisis Communication Planning
- Compliance programs for Federal, State, and Client Regulations
- Employee Safety Incentive Program
- Development of Safety and Training Budget Guidelines.
- Development of the Risk Management program, Claims Management, and Insurance Renewal and Finance Programs
- Implementation of Safety Committee goals and guidelines
- Development and Implementation of Internal Audit procedures
- Serve as a member of the executive staff
- Developed guidelines for SCR Safety Department Proposal writing
- Management of Fleet Maintenance
- Management of Facilities and Environmental Controls

North America Central School Bus – Joliet, Il. – *Director of Safety and Training* May 2011 – August 2013

- Responsible for all safety and training of drivers, mechanics, and staff.
- Develop and implement a coordinated new driver training program and education program for current drivers.
- Responsible for development of all environmental programs and training.
- Responsible to create and implement standardized operational and safety practices.
- Responsible for the development, implementation, & management of the Substance Abuse Program.
- Develop and implement standardized security plan and training.

Medical Transportation Management (MTM) / Ride Right Transportation – Lake St. Louis MO. – *Vice President, Safety, Training and Security* February 2010 – May 2011

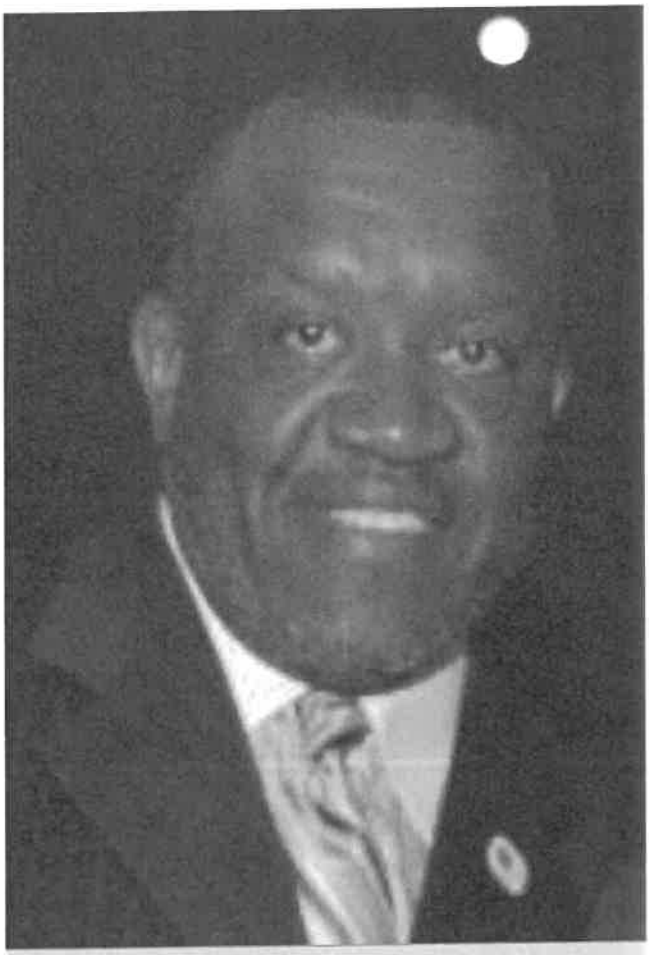
- Developed a comprehensive approach to safety and risk management and implemented a System Safety and Security Program company wide. Ride Right was a new operating division of MTM.
- Conceptualized, created, and implemented standardized operational and safety practices.
  - Driver Recruitment, Selection, and Hiring Procedures
  - New Operator Training Programs
  - Continuing Education Courses for existing operators
  - Implemented and Developed the Substance Abuse Prevention Program.
  - Collision and Injury Prevention Program
  - Security Planning
  - Incident Alert / Crisis Communication Planning
  - Compliance programs for Federal, State, and Client Regulations
  - Develop and Implement location start up training programs.
  - Incident Reporting Program

First Transit, First Vehicle Services, Divisions of First Group America – Cincinnati, OH – *Vice President, Safety and Security* October 2007 – May 2009

- Led the integration and change management strategies for Laidlaw Transit and First Group America from October 2007 through January 2009
- Created and implemented a World Class Safety Program for more than 14,000 employees and 7,500 vehicles operating at 180 facilities across North America
- Conducted a best practices study and comparative analyses of safety practices across a dozen major transportation firms to establish a strategic plan
- Integrated and managed the Substance Abuse prevention program.
- Developed a comprehensive approach to safety and risk management and implemented a System Safety and Security Program
- Established new organizational norms for two culturally distinct organizations by introducing World Class Safety, in which risk-aversive behavior is considered a priority for every member of the organization
- Integrated the World Class Safety norm as a driver of business practices and employee development programs • Implemented World Class Safety strategies and programs including, employee recruitment, selection, orientation, job skills training, in-service education, leadership development and performance support systems

Laidlaw Transit Services, Inc., Overland Park, KS – *Vice President Safety and Security* February 2002 – October 2007

- Created a synergistic approach to managing safety in all areas of operations
- Developed and implemented the best transit safety program in America
- Conceptualized and created the System Safety and Security Plan to standardize operational and safety practices across 120 locations, including:
  - Operator Recruitment, Selection, and Hiring Procedures
  - New Operator Training Programs
  - Continuing Education Courses for existing operators
  - Developed and Implemented the Substance Abuse Prevention Program
  - Collision and Injury Prevention Program & Security Planning
  - Incident Alert / Crisis Communication Planning
  - Compliance programs for Federal, State, and Client Regulations
  - Employee Safety Incentive Program



Warren Montague

Special Projects Consltant

Professional Summary

Mr. Warren Montague is MV's proposed general manager for the MARTA Mobility Operations and Maintenance Services. implementation.

Experience

MV Transportation – Detroit, MI –
Manager of Office of Mobility Service, Compliance & Standards 2013 – Present

- Oversight of the following programs for the Detroit Department of Transportation:
- ADA Paratransit operations and delivery of services
- Disadvantaged Business Enterprise (DBE) Program
- Title VI Plan
- Drug & Alcohol Program
- Specialized Services Program

Southeastern Pennsylvania Transportation Authority (SEPTA) – Philadelphia, PA
1993 – 2013
Chief Transportation Officer, Customized Community Transportation
2011 – 2013

- Oversight of service plan to provide more than 8000 advance reservation, door-to-door daily paratransit and fixed route trips
- Negotiated contracts for CCT transportation services both paratransit and fixed route
- Management oversight of fixed routes operated by private contractors and hourly employees
- Administered financial and budgetary services to account for millions in annual expenses and receivables
- Provided all facets of customer services – advisory committees, training, ADA compliance
- Responded to assignments from the GM/AGM

Customized Community Transportation – *Director of Service Operations*
1997 to 2011

- Oversight of SEPTA CCT CONNECT – more than 7,000 senior and ADA complementary paratransit door-to-door rides each weekday across a five-county service area, more than 2,200 sq. mi.
- Oversight of service operations and planning service for five counties
- Directed, coordinated and budgeted service and policy implementation for all contractors
- Designed and developed service specifications and contract documents



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PROKEL Mobility

Experience Continued

- Managed internal operations staff of about 53 (Control Center, Scheduling Units), contract labor force of about 42 (Reservations)
- Delivered public and community presentations as required
- Completed the successful centralization of paratransit service at SEPTA headquarters, with no accompanying increase in head count. Results: improved productivity, quality of service, and capacity (immediate 18-20% gain in trip volume) while using same fleet and same number of service hours. Planned and oversaw introduction of direct dispatch, a new function for SEPTA involving new technology start-up
- Oversaw many successful contractor transitions, upgrades of PASS (Paratransit Automated Scheduling System), and phased implementation of the largest MDT project in North America

Freedom Paratransit – *Director*
1997

- Managed SEPTA's in-house paratransit unit – helped create unit as emergency strategy when largest carrier unexpectedly shut down
- Oversaw daily activities and service delivery to senior and ADA ridership
- Hired and supervised service operations staff
- Advised in-house and contractors on methods to improve service
- Developed and coordinated service problem resolution
- Represented SEPTA in labor grievances and arbitration
- Represented unit to senior and disabled communities

SEPTA Paratransit – *Director of Transportation*
1996

- Coordinated street supervision and contractor problem resolution
- Assigned site monitors
- Met with contractors via service changeovers, contract infractions, service complaint investigations
- Conducted contractor training, and served as primary contractor liaison

SEPTA Paratransit – *Service Monitor*
1993 to 1994

- Monitored daily paratransit service through telephone contact with contractor dispatch units • Input data into computer system, and handled vehicle breakdowns and accidents
- Responsible for monitoring contractors at special events, and vehicle inspections/street monitoring

Philadelphia Corporation for Aging – Philadelphia, PA – *Resource Coordinator*
1988 to 1993

- Developed and implemented the senior citizen Attendant Transportation Program (ATS)
- Certified and evaluated older adults in homebound situations needing assistance to access transportation
- Trained both in-house staff and drivers in Passenger Assistance Techniques
- Monitored funding and spending to facilitate payment to contract carriers

Education

Southern Illinois University – Carbondale, Illinois
Bachelor of Science
Workforce Education and Development

Temple University – Philadelphia, PA
B.A., Criminal Justice

Community College of Philadelphia – Philadelphia, PA
Associate Degree in Arts, General Studies

Bus Accident Investigation – US DOT, TSI (Oklahoma City, OK)
Passenger Assistance Technical Instructor (Dallas, TX program)
Instructor - Passenger Assistance Techniques (PAT)
Wheelchair Securement, Sensitivity – University of Wisconsin (Milwaukee)
Comprehensive ADA Paratransit Eligibility Determination – NTI/FTA
"Train the Trainer" – SEPTA Professional Education Development
Software – PASS, Mainframe, Microsoft Office, Windows

Professional Affiliations

Board Member

- Conference of Minority Transportation Officials (COMTO)
- Pennsylvania Transportation Coalition (PenTrans)
- Philadelphia Academies, Advisory Board for Public Education



Marcos Monheit

CFO

Professional Summary

Seasoned financial professional with proven experience managing high growth environments, corporate finance, capital markets, M&A, financial modeling, budgeting, analysis, treasury, accounting, and financial reporting

Experience

WorkCapital BS"D S.a.r.l.- *Senior Financial Consultant*
2018 - 2021

- Luxembourg based fintech start-up operating in Brazil with an Israel-based development team Provided guidance on financial and tax compliance in Luxembourg, Israel, Brazil, and Guernsey
- Implemented dynamic cash forecasting model, maintained cap table and forex hedging

PHARMSCRIPT LLC – SOMERSET, NJ - *Chief Financial Officer*
2010- 2017

- Pharmscript is a fast-growing long-term-care pharmacy servicing hundreds of thousand skilled-nursing beds in 24 states out of 20 pharmacy locations
- Played key role in the early financial turn-around of Pharmscript, thereby saving the Company from insolvency and positioning it for rapid growth while achieving industry-leading profit margins
- Developed and executed the financial strategy that enabled Company to grow more than ten-fold in 6 years without additional capital infusion or bank debt
- Negotiated complex medication supplier agreements achieving extraordinary pricing as well as ground-breaking payment terms
- Led due diligence and financial integration of pharmacy acquisitions
- Oversaw the due diligence process for 2016 private equity investment

IDT CORPORATION – NEWARK, NJ (NYSE "IDT") - *Chief Financial Officer – IDT Carmel Holdings, Inc. 2007-2009*
2003 - 2009

- IDT provides telecommunication services worldwide to retail and wholesale markets. The Company also incubated and operated several other businesses through its IDT Capital division
- IDT Carmel bought and managed consumer debt and had $1 billion in portfolios under management • Established and led monthly portfolio performance review process
- Implemented business modeling changes that dramatically improved budgeting and projection turn-around time and analytical flexibility
- Prepared and reviewed schedules used in public SEC filings



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PROKEL Mobility

Experience Continued

Chief Financial Officer – IDT Capital, Inc. 2006-2007

- IDT Capital, Inc., the incubation division of IDT Corp, managed 12 different businesses in the areas of energy supply, debt management, publishing, radio, mobile internet content, call centers, and insurance brokerage
- Fiscal oversight and management of portfolio companies with aggregated annual revenues of $300 million
- Instituted uniform financial reporting and analysis for all 12 businesses and oversaw budgeting process
- Led financial due diligence of acquisition targets

Chief Financial Officer – IDT Global Israel, Ltd ("IGI") 2003-2006

- IGI was IDT's Jerusalem-based 600 seat call center and outsourced services provider
- Secured NIS 12 million in government grants for call center development
- Performed fiscal oversight of multi-million-dollar construction of Jerusalem headquarters
- Developed break-even strategy to bring the Company from start-up mode into financial independence

UNIVERSAL HEALTH MANAGEMENT, LLC – FT. LAUDERDALE, FL - *Chief Financial Officer*
2001 - 2003

- UHM was a fast-growing nursing home management company operating in Florida and New York
- Implemented capitated contracts for major expenses, resulting in predictable cash flows and financial results
- Revamped the financial staff, brought balance sheets to date and initiated cash flow reporting

THE AMERIX CORPORATION – COLUMBIA, MARYLAND - *Vice President, Treasury*
1999 - 2001

- Amerix was a national electronic payment processing provider moving more than $1B annually and servicing over $5B in high-risk credit card receivables for all major U.S. credit card providers
- Directed all capital raising activities, banking relationship management, corporate cash operations, risk management, and lease financing
- Led the private offering of $30M in convertible preferred stock
- Negotiated and established the Company's first revolving credit facility and purchasing card program

INTEGRATED HEALTH SERVICES, INC. – SPARKS, MARYLAND (NYSE "IHS")
IHS was a national healthcare services provider with annual revenues of $3.2B

Vice President, Assistant Treasurer 1998-1999

- Negotiated multi-million dollar equipment leases, saving the Company over $1M per year
- Lowered IHS exposure to surety bond contingent liabilities by $5M

Director, Corporate Finance 1997-1998

- Established interest rate hedge portfolio comprised of over $1B in standard and exotic swaps • Prepared financial models, analysis, and road-show material for issuance of $950M in senior subordinated notes. Also implemented all related forward rate-lock hedges
- Worked closely with investment banks to implement induced conversion of $259M in senior convertible debt • Participated in the consent and tender of $215M in senior subordinated notes
- Received IHS 1997 Corporate Award of Special Recognition for Achievement and Commitment to Quality Service *Director, Mergers and Acquisitions 1996-1997*
- Directed financial analysis, valuation, and financial due diligence of prospective acquisitions and made recommendations to senior management regarding financial risks, deal structure, and purchase price negotiation

CSX INTERMODAL, INC. – BALTIMORE, MARYLAND - *Financial Systems*
1990-1996

- CSX Intermodal is a business unit of CSX Corporation (NYSE "CSX") with annual revenues of $1B • Held several positions from Financial Analyst to Manager, Accounting and Financial Systems 1990-1996 • Managed all computerized financial accounting systems, monthly accounting close, capital spending analysis • Controller for $23M subsidiary

PRICE WATERHOUSE LLP. – NEW YORK, NEW YORK - *Staff Accountant*
1987-1989

- Performed U.S. Taxation compliance and research work and completed interim and year-end reviews for purposes of issuing audited financial statements

Education

Johns Hopkins University – Baltimore, Maryland
Master of Science, Finance
Recipient of the Stegman Award for Academic Excellence
Overall GPA 4.0/4.0

University of Maryland – College Park, Maryland
Bachelor of Arts, Economics

Languages

- English, Portuguese - Native
- Hebrew – Fluent



Lashonda Carter

Regional Safety Manager

Professional Summary

Lashonda is highly proficient in the Smith System and LLLC defensive driving programs. She incorporates these programs as the foundation of her organizational behavior disciplines and management theories. She came on board with ProKel in 2017, and the company immediately felt the impact

Experience

Safety Manager, ProKel Mobility (Palm Beach, FL)
2017 to Present

- Oversee the safety and training administration for 90 drivers.
- Improved driver relations through effective, consistent, and honest communications
- Improved Accident Frequency Rate
- Consistent road observations and ride checks to maintain performance levels
- Maintain 100% compliance with DOT and FTA regulations
- Assist other divisions throughout the United States with new location start-ups and corrective actions for challenges at current divisions
- Manage drug and alcohol program for all safety sensitive employees
- Manage and audit collection sites and clinics
- Assisted in retraining new service coordinator in reasonable suspicion testing
- Maintain employee records and files to meet contract, state, and federal requirements
- Enforce current policy and promoted new award program to improve attendance

Safety Manager, MV Transportation, Inc. (Palm Beach, FL)
2015 to 2017

- Supervise paratransit operation providing over 8,000 passenger trips a week in Palm Beach County (2,000 sq. miles) with a team of more than 170 employees
- Oversee safety-sensitive employees in the areas of safety, maintenance, dispatch, and administration, with five direct reports
- Monitor and oversee safety functions of subcontracted provider
- Assist and monitor employee recognition programs for good driving habits and customer service to promote safety and morale
- Enforce current policy and promoted new award program to improve attendance
- Ensure compliance with all environmental, health, and safety regulations
- Conduct investigations of in-service accidents/incidents
- Assisted in reducing overtime costs
- Reduced accident frequency



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Experience Continued

Lead Trainer / Road Supervisor Metro Mobility Management (Palm Beach, FL)
2011 to 2015

- Responded to employee issues, accidents, and emergencies
- Provided training support as needed
- Performed dispatching at two locations
- Made facility visits and reached resolution for any problem or issue
- Maintained communication with drivers and all employees to assure delivery of quality service
- Implemented, promoted and adhered to company policies and procedures
- Coordinated all forms of operations, including organizing schedules, monitoring service costs, responding to customer complaints

Skills

- Data Analysis
- Problem Solving
- Delegation
- Decision Making
- Computer Software
- Data Entry
- Recruiting
- Operations
- Team Building

Certifications

- MVOC Training
- Non-Emergency Stretcher/Stair Chair Training
- Drug and Alcohol Responsible Suspension Determination
- CPR/First Aid
- SHRM





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Angelica Williams

Director of HR and Internship Program

Professional Summary

Angelica is a University of Florida graduate with over ten (10) years of experience in human resources, recruiting and internship programs. Angelica will manage the recruiting functions for the City and make sure ProKel has the best talent in the industry.

Experience

Director of HR & Recruiting

Miami, FL *2019-Present*

- Direct all aspects of talent acquisition - National recruitment in multiple areas of the organization: Operations (Paratransit and Fixed, School Bus and Shuttle services),
- Develop social media talent recruiting campaigns
- 100% Fully Staffed in all ProKel locations due to outside the box recruiting plans and execution
- Direct talent attraction and employment branding initiatives
- Develop talent acquisition strategies and hiring plans
- Determine current staffing needs and produce quarterly forecasts
- Direct ProKel's recruiting initiatives nationally with Union and non-union talent as well as responsible for competitor analysis and available workforce analysis nationally
- Daily meet with leaders/executives of internal and external organizations to establish innovative approaches to drive & retain key talent
- Responsible for hiring all Corporate, Field talent, and Executive level functions
- Proactively evaluating with Operations to forecast the increases in recruiting needs of the business and demands for start up's and bid roles, backfills and trend shortages
- Continuous evaluation and refinement of recruitment process to exceed or meet service level requirements
- Experienced in conducting, coordination, and execution of panel interviews
- Direct all employment marketing strategies and budget management for the recruiting department. This includes talent platforms, diversity, and military recruitment to meet compliance. Coordinate the Talent Review Process across the country with Field Operations partners
- Oversee supplemental recruiting programs: internships, University partnership, and workforce development organizations.

Education

BS, Business Management, Marketing, and Related Support Services
University of Florida
Gainesville,FL 2005-2009

PROKEL Mobility



Anthony Radicone

Vice President of Maintenance

Professional Summary

Self-motivated professional with over 30 years of progressive experience in all aspects of the vehicle and fleet maintenance industry. A proven track record for taking technical or complex problems from inception to completion, while streamlining procedures that improve safety, productivity and control cost through expertise.

Experience

First Transit Group- Maintenance Manager
October 2017 to Present

- Daily planning & scheduling of Bus Maintenance / Audit Work Orders
- Monitor CPM for Budget
- Oversee Shop Supervisors/ assist with work delegation
- Monitor trends / Recommend changes to Maintenance program
- Plan campaigns, projects and recalls /Process Warranty Parts & Services
- Assist in the development of Shop Standard Operating Procedures (SOP's)
- Strategic Planning, implementation & communication of Maintenance financial, safety and quality goals/objectives
- Quality assurance/ Breakdown Analysis and Quality Inspections (QI)
- Comply with DOT, OSHA Federal, State & Local laws
- Measures, track and perform ongoing analysis for metric based initiatives

Maruti Fleet and Management- Regional Maintenance Director
January 2015 – October 2017

- Oversee maintenance activities at seven operating locations.
- Directly responsible for all aspects of the operation of 300 vehicles: buses, vans and trolleys.
- Lead, coordinate & manage work shifts with local shop Supervisors, Maintenance Technicians, Parts Manager and Service Line employees.
- Enforce all Company Standard Operating Procedures and Key Performance Indicators as they relate to safety, maintenance and repair.
- Work within an established $2 million yearly operating budget and oversee $200k in Parts Inventory.
- Provide Senior Management with reports to forecast maintenance and repair budgets needs as well as future service contract negotiations.



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PROKEL Mobility

Experience Continued

- Comply and adhere to all State & Federal regulations as well as DOT & OSHA rules and regulations.
- Increased productivity by effectively leveling technician skill set to complete assigned tasks at peak levels.
- Facilitate periodic shop audits as well as ensure compliance with all Corporate Audits.
- Develop initiatives and goals that focus on process improvements that lead to cost savings and service improvements.
- Ensure adherence of all local contract requirements
- Manage Audit and Preventive Maintenance Schedules.
- Develop and execute short term strategies, solutions and improvements.
- Provide support to operations team by conducting pre-shift meetings and team leadership.

Maggie's Paratransit –Assistant Director-New York City Boroughs *June 2011 – June 2014*

- Directly responsible for all aspects of the operation of 875 para-transit and school buses that provide over 900 routes daily.
- Ensure adherence of all MTA contract requirements
- Oversee five shop locations, track all part costs.
- Manage Audit and Preventive Maintenance Schedules.
- Develop and execute short term strategies, solutions and improvements.
- Maintain budget for profit and loss
- Prioritize, implement and manage work schedules, projects and assignments for 78 staff members.
- Provide support to operations team by conducting pre-shift meetings, team leadership, education and development of staff.

MV Transportation- Fleet Maintenance Manager –Staten Island/Brooklyn, New York *July 2007 – March 2011*

- Directly responsible for all aspects of the operating maintenance of 280 para-transit buses that provides over 3000 one-way trips daily within all five boroughs of NYC.
- Directly responsible for:

  - Adherence of all MTA contract requirements
  - Budget for profit and loss
  - Maintenance and union relations
  - Tracking and control of parts and inventory from vendors and suppliers
  - Prioritization, implementation and management of work schedules, projects and assignments.

- Communicate effectively with all levels of 23 staff members. Issuance of written and oral formats.
- Manage all Audit and Preventive Maintenance schedules.
- Provide support to the operations team, conduct pre-shift meetings, lead, educate and develop employees, plan daily manpower to meet workload, perform other duties as required.
- Developed and maintained a Department of Transportation Passing Rate of 98.7% and Out of Service of 3%.

Joseph Scott Incorporated Consulting Firm – Owner/Consultant *August 2001 - July 2007*

Private Bus and Truck Companies with Contracts with State and Local Authorities.

- Develop and Monitor Fleet Campaigns.
- Develop and execute short term strategies, solutions and improvements.
- Ensure adherence of Contract Requirements.
- Transition Activities, Inspections and Audits.
- Oversee all performance activities in the Maintenance Shop.
- Manage all Preventive Maintenance Schedules.
- Oversee all Department of Transportation Inspections.
- Provide weekly updates to the General Manager /Owner of Company.

Couch and Company -Investment Management Company Owner *–Certified with Series 62, 63 and 24 January 1991 - August 2001*

- Responsibilities as an owner, overseeing 163 stockbrokers.
- Directly responsible for all aspects of the firm under the guidelines of the National Association of Securities Dealers.
- Maintained standard of fair dealing as a member in the conduct of business.
- Observe high standards of commercial honor, just and equitable principles of trade. Directly responsible for customer funds held within the firm of 375 million dollars.
- Overseeing five branch offices with over 300 transactions a day for each office.
- Overseeing all disclosures, trades, suitability recommendations and special situations.
- Directly responsible for hiring, training, and monitoring of staff.
- Ensured that policies within the company were within adherence of laws and regulations governing the industry.

Park Inn Ford-Service Manager
July 1990 – January 1991

- Responsible for staff of 18 mechanics and three departments.
- Set annual operating budgets for all departments.
- Evaluate all employees and ensured staff remained up to date with automotive industry changes.
- Coach and counsel staff to maintain and keep a high customer standard for the dealership.
- Process all warranty claims.

Experience Continued

U-Haul truck company-District Service Manager
March 1988 – July 1990

- Oversee regional shops with a combined staff of 19 mechanics.
- Set annual operating budgets and evaluate profit/loss for each department.
- Manage and evaluate mechanical team.
- Ensured the staff was updated in current automotive industry changes by continued education.

United States Army- Sergeant of the Motor Pool
January1982 - January 1988
Mission:
To provide necessary forces and capabilities in support of the national security and defense strategies.

Function:
Motor pools serve as a designated parking lot, a secured maintenance area and a guarded vehicular control point that ensures vehicles have passed appropriate safety inspections.

Responsibilities:

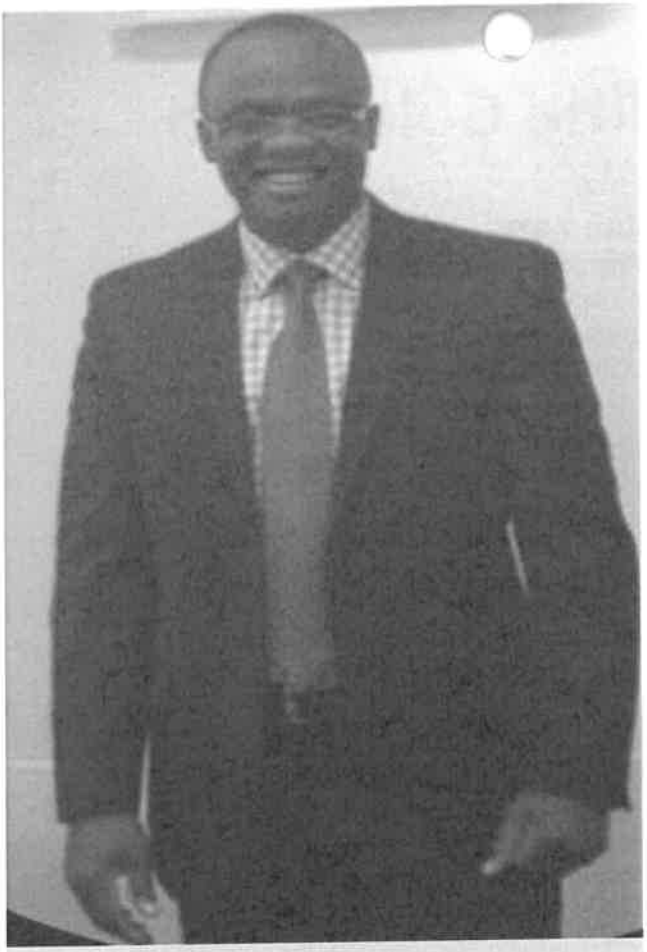
- Responsibilities included ensuring that all 275 truck vehicles for the 3rd Battalion were combat ready and that all aspects of operating maintenance was performed.
- Provide support to the battalion operations team, conduct per-shift meetings.
- Lead, educate and develop all the soldiers on my team.
- Directly responsible for adherence of all military requirements.

Military Decorations, Awards

- February 1985 - Army Commendations Medal
- June 1983 - Army Good Conduct Medal
- September 1983 - Non-Commissioned Officer Development Ribbon
- December 1986 - Overseas Ribbon

Education

- United States Army Maryland Automotive/Diesel Repair and Rebuilding School
- United States Army Fort Bragg, NC Transmission and Overhaul School.
- ASE Certified-Master Technician
- Albany Business College from 1977-1981
- CAFM(Certified automotive fleet manager)



Monsieur Mitch Phanor

Vice President of Operations

Professional Summary

ProKel Mobility's Chief Operating Officer, Mitch Phanor, brings over twenty (20) years of transit experience from his years of working with the New York transit system. Mitch had oversight of startups and mobilizations, which included 2,000+ vehicles and 3,000+ team members during his tenure in New York City, for all the municipal contracts under New York City Transit and local and state governing agencies.

Experience

VP of Operations, ProKel Mobility (New York, NY)
July 2022 to Present

- Responsible for the overall operation of divisions nationally.
- Primary client contacts accountable for guaranteeing contract compliance
- Provided technical expertise to multiple clients for system improvement and development focusing on various performance measures and efficiencies
- General oversight of Transit Operations, providing guidance with day-to-day activities and planning strategies to General Managers and Clients

Project Director/Operations Manager, MV Transportation, Inc./New York Transit Authority (New York, NY)
2011 to 2022

- Responsible for the daily management of an $80 million, five year paratransit operation providing door-to-door transportation services to ADA approved passengers within the five boroughs of New York City
- Effective management of various departments (operations, safety and training, vehicle maintenance and accounting and administration)
- Lead a workforce of more than 370 employees (300 drivers, 20 mechanics and 50 staff employees)
- Maintain superior client relations
- Conduct union hearings
- Resource allocation (driver scheduling and vehicle availability)

Safety Manager, AGM, MV Transportation, Inc. (Brooklyn, NY)
2006 to 2011

- Reviewed current and next day manifest for efficiency and operational performance
- Responded to complaints and took action with retraining drivers with multiple infractions of regulations and procedures
- Assisted with dispatchers training to decrease complaints of drivers as it affects all departments



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Jacqueline Goldsmith

Operations Manager

Professional Summary

Results-driven leader with strong financial acumen | Ability to enforce and maintain high standards | Demonstrated ability to train, motivate and mentor employees to achieve/exceed contractual expectations

ProKel Mobility, Miami, FL — *Operations Supervisor*
JUNE 2021 - PRESENT

- Responsible for company leadership, direction and support to ensure successful execution of annual business plans and compliance with policies of both the contracting agency and client. • Set budgets and implement production planning to drive down waste costs.
- Conduct periodic departmental audits to ensure financial metrics are managed continuously, exceptions are reported and action plans are developed.
- Effectively manage customer relations through direct contact and outreach programs. • Oversee vehicle maintenance plan and ensure fleet availability to meet service requirements. • Oversee safety and training programs, plans and processes to ensure overall compliance. • Improve vehicle maintenance, service and standards, resulting in lower costs and greater reliability.

First Transit, Deerfield, FL — *Supervisor of Shuttle Bus Services*
2020 - 2021

- Assisted in daily supervision of the operation of the transportation contract, in compliance with the policies of the contracting agency and in conformance with company procedures.
- Oversaw the vehicle maintenance plan, fleet availability, and safety and training programs to ensure compliance with company, contract and regulatory requirements.
- Conducted periodic departmental audits to confirm financial metrics were managed continuously, exceptions were reported and action plans were developed in order to ensure the location met its financial, safety and operational expectations.

PROKEL Mobility

Experience Continued

First Transit, Deerfield, FL — *Supervisor of Shuttle Bus and Paratransit/Operations*
2016-2018

- Managed the financials for a location which employed 260 team members and with $11 million yearly combined revenue (Broward Paratransit and Sun Trolley Fixed Route Shuttle).
- Produced KPI reports for the General Manager which highlighted the state of overtime, passengers per hour, stand-by hours, trips per day, revenue hours scheduled per day, trips per revenue hours as scheduled per day, percentage of WC trips, scheduled trips percentage vs. delivered, and more.
- Spearheaded Driver Behavior Safety programs to reduce accidents and worker compensation cases.
- Worked with GM to launch driver incentive programs focusing on Safety and On Time Performance.

Education

University of Louisville, Louisville, KY – Bachelor's Degree in Arts | Minor in Pan African Studies

Skills

- Strategic Planning
- Quality & Safety Assurance/Control
- Leadership/Motivation/Teamwork
- Operations Development
- Maintenance Operations/Management
- Employee Training, development and mentoring



John Petillen

Operations Supervisor

Professional Summary

Ten-year leader in the transportation industry | Demonstrated ability to train, motivate and mentor employees to achieve corporate goals | Ability to quickly identify and remedy issues | Proven track record for streamlining procedures that improve safety and increase production

Experience

ProKel Mobility, Miami Dade and Palm Beach County, FL — *Operations Supervisor*
JANUARY 2020 - PRESENT

- Oversee the daily operational and business support activities of the facility and direct the workflow.
- Manage, motivate, coach and evaluate 75 employees, and facilitate effective training programs.
- Implement and enforce policies and procedures and ensure safety and timeliness in all projects.
- Responsible for daily, weekly and monthly review of key operational metrics.
- Maintain open communication with all departments routinely to ensure the company meets or exceeds expectations.
- Assist with safety and training programs and processes to ensure compliance.

First Transit, Dania Beach, FL — *Lead Operations Supervisor*
2014 - 2019

- Responsible for overseeing and scheduling 120+ vehicles and 150+ drivers, managing eight dispatchers and 1,700 to 2,100 paratransit passenger trips per day.
- Facilitate and conduct effective training programs for all staff.
- Responded and effectively resolved labor issues and settled outstanding labor disputes and grievances.
- Assisted with maintenance issues in relation to the operations.
- Increased staff productivity/on-time performance, resulting in enhanced customer satisfaction.
- Successfully reduced customer complaints while improving customer service and satisfaction.



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PROKEL Mobility

Experience Continued

Medex Transport, South Florida Region — *Dispatch Manager*
2011-2014

- Dispatched and supervised the daily operational activities of the Paratransit operations with a fleet of 55 buses.
- Provided 1,200 trips per day and coordinated with human service customers to ensure proper service.
- Created staff schedules while staying on budget and ensuring proper stang for the average volume of service.

Languages

Trilingual
Fluent in:

- English
- Spanish
- Creole

Skills

- Strategic Planning
- Leadership/Motivation/Teamwork
- Analyzing and Troubleshooting
- Operations Development
- Maintenance Operations/Management
- Knowledge of Regulations/Processes
- Process/Production Improvement
- Quality and Safety Assurance/Control
- Computer Program Knowledge
- Project Development/Management

CHAPTER 14-90
EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS

14-90.001 Scope (Repealed)
14-90.002 Definitions
14-90.003 Department Responsibilities and Authority (Repealed)
14-90.004 Bus Transit System Operational Standards
14-90.0041 Medical Examinations for Bus Transit System Drivers
14-90.005 Transit Bus Accidents (Repealed)
14-90.006 Operational and Driving Requirements
14-90.007 Vehicle Equipment Standards and Procurement Criteria
14-90.008 Standards for Accessible Buses (Repealed)
14-90.009 Bus Safety Inspections
14-90.010 Certification
14-90.011 Inspection of Buses By Law Enforcement Officers (Repealed)
14-90.012 Safety and Security Inspections and Reviews

14-90.001 Scope.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 344.044(12), (21), 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-2-94, Repealed 8-7-05.

14-90.002 Definitions.

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) "Bus" means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:

(a) Type I means over 22 feet in length, including bumpers.

(b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) "Bus Transit System" means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) "Community Transportation Coordinator" means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) "Department" means the Florida Department of Transportation.

(5) "Drive" or "Operate" means all time spent at the controls of a bus in operation.

(6) "Driver" means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) "FMVSS" means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) "For Compensation" means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) "Manufacturer" means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:

(a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

(b) Inspecting, servicing, or conditioning any vehicle.

(c) Driving.

(d) Remaining in readiness to operate a vehicle (stand-by).

(e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) "Passenger" means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) "Paratransit" means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, "dial-a-ride" buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) "Safe Condition" means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.

(15) "Safety Review" means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) "Security" means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) "Security Program Plan" or "SPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) "Security Review" means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) "System Safety Program Plan" or "SSPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) "Taxicab" means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) "Trailer Bus" means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) "Twenty-four Hour Period" or "24-Hour Period" means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.

(23) "Unsafe Condition" means anything which endangers human life or property.

(24) "Personal wireless communications device" means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) "Use of a wireless communications device" means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.

(26) "Wireless communications device" means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.003 Department Responsibilities and Authority.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.004 Bus Transit System Operational Standards.

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set

forth in this rule chapter.

(a) The SSPP shall address the following safety elements and requirements:

1. Safety policies and responsibilities.

2. Vehicle and equipment standards and procurement criteria.

3. Operational standards and procedures.

4. Bus driver and employee selection.

5. Driving requirements.

6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestians and other hazards.

7. Vehicle maintenance.

8. Investigations of events described under subsection 14-90.004(5), F.A.C.

9. Hazard identification and resolution.

10. Equipment for transporting wheelchairs.

11. Safety data acquisition and analysis.

12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and

b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:

a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and

b. The use of a wireless communications device does not interfere with the operator's safety related duties.

14. The Bus Transit System shall develop a driver educational training program addressing:

a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and

b. The hazards associated with driving and utilizing a wireless communications device.

15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

(b) Each bus transit system shall implement and comply with the SSPP during the operation of the system.

(c) Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.

(d) Each bus transit system shall submit an annual safety certification to the Department verifying the following:

1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.

2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.

(e) Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.

(2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.

(a) The SPP shall address the following security requirements:

1. Security policies, goals, and objectives.

2. Organization, roles, and responsibilities.

3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.

4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.

5. Procedures for the establishment of interfaces with emergency response organizations.

6. Procedures for interagency coordination with local law enforcement jurisdictions.

7. Employee security and threat awareness training programs.

8. Security data acquisition and analysis.

9. Emergency preparedness drills and exercises.

10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

11. Procedures for SPP maintenance and distribution.

(b) Each bus transit system shall implement and comply with the SPP during the operation of the system.

(c) Bus transit systems that engage in a contract with a private contract transit provider shall:

1. Establish minimum security requirements which apply to private contract transit providers.

2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.

(d) Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.

(3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:

(a) Driver qualifications and background checks meeting minimum hiring standards.

(b) Driving and criminal background checks for all new drivers.

(c) Verification and documentation of valid driver licenses for all employees who drive buses.

(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.

2. Operational bus and equipment inspections.

3. Bus equipment familiarization.

4. Basic operations and maneuvering.

5. Boarding and alighting passengers.

6. Operation of wheelchair lifts and other special equipment.

7. Defensive driving.

8. Passenger assistance and securement.

9. Handling of emergencies and security threats.

10. Security and threat awareness.

11. Driving conditions.

(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:

1. Communication and handling of unsafe conditions, security threats, and emergencies.

2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.

3. Application and compliance with all applicable federal and state laws, rules, and regulations.

(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.

(g) Bus transit systems shall maintain the following records for at least four years:

1. Records of bus driver background checks and qualifications.

2. Detailed descriptions of training administered and completed by each bus driver.

3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.

(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.

(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive identification and ownership.

2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.

3. If not owned by the bus transit system, the name of any person furnishing a bus.

4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

(5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:

(a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.

(b) Injuries requiring immediate medical attention away from the scene for two or more individuals.

(c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than $1,000.

(d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

(6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.

(a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.

(b) The bus transit system shall monitor and track the implementation of each corrective action plan.

(7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.0041 Medical Examinations for Bus Transit System Drivers.

(1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.

(2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at www.dot.state.fl.us/transit.

(3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician

Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.

(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.

(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver's employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b), (2) FS. History–New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.

14-90.005 Transit Bus Accidents.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.006 Operational and Driving Requirements.

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22) and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver

has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty not driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. The driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.
7. Windshield wipers.
8. Rear vision mirrors.
9. Passenger doors.
10. Exhaust system.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.

(14) Bus transit systems shall require the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History–New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.007 Vehicle Equipment Standards and Procurement Criteria.

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.

(c) Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403 and 404, Rev. 10/09, hereby incorporated by reference.

(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and

standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

(a) No bus shall be operated with a tread groove pattern depth:

1. Less than 4/32 (1/8) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

2. Less than 2/32 (1/16) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

(12) Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209, Rev. 10/09, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C.F.R. 571.210, Rev. 10/09, hereby incorporated by reference.

(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.

(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.

(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:

(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated

with the operation of the lift or ramp.

(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.

(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.

2. The month and year of manufacture.

3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History–New 9-7-87, Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.

14-90.008 Standards for Accessible Buses.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.009 Bus Safety Inspections.

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.

(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

(a) Horn.

(b) Windshield wipers.

(c) Mirrors.

(d) Wiring and batteries.

(e) Service and parking brakes.

(f) Warning devices.

(g) Directional signals.

(h) Hazard warning signals.

(i) Lighting systems and signaling devices.

(j) Handrails and stanchions.

(k) Standee line and warning.

(l) Doors and brake interlock devices.

(m) Stepwells and flooring.
(n) Emergency exits
(o) Tires and wheels.
(p) Suspension system.
(q) Steering system.
(r) Exhaust system.
(s) Seat belts.
(t) Safety equipment.
(u) Equipment for transporting wheelchairs.
(v) Working speedometer.
(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:
(a) Identification of the individual(s) performing the inspection.
(b) Identification of the bus transit system operating the bus.
(c) The date of the inspection.
(d) Identification of the bus inspected.
(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.
(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).
(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.010 Certification.
(1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:
(a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.
(b) Compliance with its adopted SSPP and SPP.
(c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.
(d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.
(2) The certification shall include:
(a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.
(b) A statement signed by an officer or person directly responsible for management of the bus transit system attesting to compliance with this rule chapter.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History–New 9-7-87, Amended 8-7-05, 9-16-10.

14-90.011 Inspection of Buses by Law Enforcement Officers.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2), 316.610 FS. History–New 9-7-87, Repealed 8-7-05.

14-90.012 Safety and Security Inspections and Reviews.
(1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.
(2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is

evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit system within three business days of completion of the review and shall contain the following:

(a) Identification of the findings, including a detailed description of any deficiency.

(b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.

(c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

(3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.

(a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:

1. The required corrective action for the deficiency or unsafe condition.

2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.

(b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.

(c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History–New 11-10-92, Amended 8-7-05, 9-16-10.

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [x] Premises–Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	$1 mil	$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	$ 1 mil	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorsement is required		
[x] **WORKERS' COMPENSATION** *If exempt: State Exemption Certificate or letter on company letterhead is required.* [x] **EMPLOYERS' LIABILITY**	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	$ 500 k	
[ ] PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage reported		
[ ] BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: $10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
[ ] Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	$10 k	Completed Value form

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

REFERENCE: Community Bus Service- BCT

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Moji Oderinde- BCT

Risk Management Division

Revised 2013

Letter of Transmittal

Dear City of Oakland Park,

On behalf of **Pro Transportation, Inc. d/b/a ProKel Mobility ("ProKel Mobility")**, I am pleased to submit this proposal to provide the **City of Oakland Park's first Community Shuttle service**, a weekday fixed-route operation designed to improve local connectivity, enhance access to essential services, and lay the foundation for the City's long-term mobility network.

ProKel Mobility is honored to partner with the City to deliver a **safe, reliable, and technology-enabled community transportation system** that connects residents, employees, and visitors throughout Oakland Park. Our proposed service provides **approximately ten and one-half (10.5) hours of weekday operation, Monday through Friday**, excluding City-recognized holidays. Route alignment, designated stops, and hours of operation will be finalized in collaboration with City staff prior to service launch to ensure full alignment with community needs and ridership goals.

All operations will adhere to **City, federal, and state standards**, including compliance with ADA and FTA requirements. ProKel will manage every operational aspect of service delivery—including driver recruitment, scheduling, dispatch, maintenance, and customer support—through a turnkey model that minimizes City burden and ensures consistent performance and accountability.

Contract Summary

1. Scope of Services

ProKel Mobility shall operate one (1) fixed-route Community Shuttle within the municipal boundaries of Oakland Park, providing continuous weekday service in accordance with mutually agreed-upon route alignments and designated stops. The service will run approximately 10.5 hours per day, Monday through Friday, excluding City holidays, and will meet all ADA and FTA operational standards.

2. Compensation – Hourly Rate

The City shall compensate ProKel Mobility at the rate of **Seventy-Six Dollars and Seventy-Five Cents ($76.75)** per service hour, consistent with the current rate structure established under the City of Coral Springs model. This rate includes all operating costs—drivers, fleet operations, maintenance, technology, insurance, and management.

3. On-Demand Service Solution

In addition to fixed-route operations, ProKel Mobility offers an **On-Demand Transportation Service** to supplement

future mobility needs within Oakland Park. This flexible service—activated at the City's request—may include shared rides, dynamic routing, or defined service zones. The on-demand solution will meet the same safety, insurance, and performance standards as the fixed-route service and will integrate seamlessly into the City's overall mobility ecosystem via the **RideKel technology platform**. **Pricing for the On-Demand Service** will be provided and structured in a subsequent addendum based on the final scope of services. Final pricing shall be subject to confirmation of service hours, operating schedule, type and number of vehicles, and any additional capital or service-related costs based on the finalized scope of work. The On-Demand Service shall be compensated at a **separate and mutually agreed-upon rate and pricing structure**, as specified in the subsequent amendment, and not at the same hourly rate identified in Section 2.

ProKel's Commitment

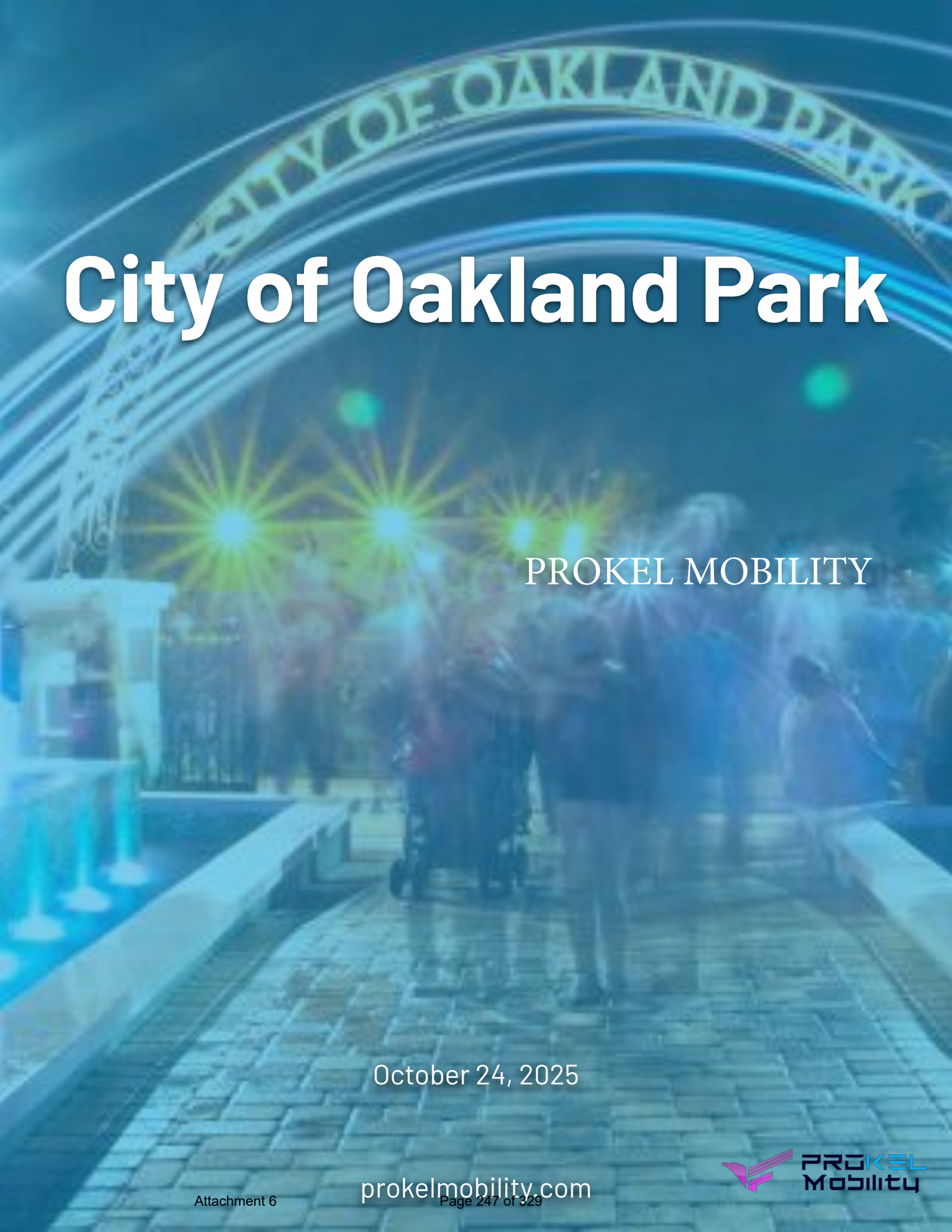
ProKel Mobility is committed to helping the City of Oakland Park establish a **modern, equitable, and community-focused transit network**. Our **RideKel platform** provides real-time shuttle tracking, multimodal trip planning, rider notifications, and performance analytics—ensuring transparency, reliability, and convenience for both riders and City staff.

With a **95% driver retention rate**, fully staffed operations within 30 days of contract execution, and a robust community engagement strategy, ProKel ensures seamless service launch and sustainable operations. Our team is ready to partner with the City to build a lasting mobility framework that delivers measurable results and positions Oakland Park as a regional leader in smart, inclusive transportation.

We appreciate the opportunity to present this proposal and look forward to collaborating with City staff to finalize service implementation and begin operations. Please contact me directly at **kelly@prokelmobility.com** or **(561) 506-5721** with any questions or to discuss next steps.

Sincerely,

Kelly Gonzalez, Jr.
CEO
ProKel Mobility



City of Oakland Park

PROKEL MOBILITY

October 24, 2025

prokelmobility.com

Table of Contents

Cover Letter **6**

Why Oakland Park Should Choose ProKel Mobility 6

A Purpose-Built Community Shuttle Designed for Oakland Park 6

Equity, Access, and Economic Mobility 6

Powered by RideKel – Advanced Rider Technology 6

Fastest Launch Timeline & Proven Staffing Success 7

Turnkey Partnership With No Burden to the City 7

Resolution and Executed Agreement **8**

Draft Resolution 8

Executed Agreement 10

Executive Summary **42**

Enhancing Mobility for the Oakland Park Community 42

Addressing Oakland Park's Mobility Challenges **43**

Challenge 1: Lack of Local Circulation and First–Last Mile Connectivity 43

Challenge 2: Infrequent Service and Long Wait Times 43

Challenge 3: Limited Rider Information and Technology Gaps 43

Challenge 4: Low Public Awareness and Transit Visibility 44

Challenge 5: Reliability and Vehicle Availability 44

ProKel's Solution: A Connected, Reliable, and Future-Ready Transit Network 44

ProKel's Proposed Service Enhancement **44**

City of Oakland Park's Recommended Service Operation 44

Summary 46

Proposed Service Map 47

Case Studies 49

Strategic Approach 49

Results & Outcomes 50

Operational Enhancements 50

Ridership Impact 51

Community Engagement 52

Technology & Rider Experience 52

Coral Springs: A Repeatable Service Approach 53

North Miami Beach Service Improvements (Launched on October 6, 2025) 54

Ridership Impact: North Miami Beach 55

Technology Integration 55

About ProKel Mobility **57**

Who We Are 57

Who We Serve 58

Our Team 58

Workforce Development Best Practice Success 65

The ProKel Approach - Leading with Safety & Backed by Innovation 65
Commitment & Quality Improvement 67
A Vision for Connected Mobility 70
Case Study: Coral Springs – A Replicable Model for Oakland Park 72
Case Study: North Miami Beach – Long-Term Sustainability 73
Workforce Excellence: Proven by the Numbers 74
Technology Enhancements 75
Community Engagement Plan 76
Workforce Development & Personnel 76
Vehicle Maintenance & Operations 77
Future Services: Multimodal Integration 78
Proposed Schedule and Pricing 79
Conclusion 79
Benefits 80
Why ProKel Mobility 81
A Partnership for Oakland Park's Future 81
Recommendation Letters 83

Cover Letter

City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

Dear City of Oakland Park:

On behalf of ProKel Mobility, I am pleased to submit this proposal to partner with the City of Oakland Park in launching its first-ever Community Shuttle service. Oakland Park is a growing, forward-thinking city, yet today it remains one of the few South Florida communities without a dedicated local transit network. ProKel Mobility is uniquely positioned to deliver a turnkey solution that connects residents, improves economic access, supports workforce mobility, and strengthens neighborhood connectivity—all while aligning with Oakland Park's strategic vision for equitable growth and community vitality.

Why Oakland Park Should Choose ProKel Mobility

A Purpose-Built Community Shuttle Designed for Oakland Park

Our proposed route network—developed using origin-destination analysis, land use patterns, and existing Broward County Transit (BCT) bus corridors—fills critical first-last mile gaps by linking residential areas with job centers, grocery stores, medical services, schools, parks, and regional transit. This service is designed to **complement and not compete with BCT routes**, increasing circulation within the city while empowering riders to reach destinations beyond Oakland Park through seamless transfers.

Equity, Access, and Economic Mobility

More than 10% of Oakland Park households lack access to a vehicle, and many residents rely on shared transportation to reach essential services. Our service plan prioritizes **high-need neighborhoods and key community assets**, supporting economic participation and opportunity for all residents. Riders will be able to reach Florida East Coast Rail, Dixie Highway, major employment nodes, and educational institutions—unlocking mobility that drives opportunity.

Powered by RideKel – Advanced Rider Technology

Oakland Park will benefit from our custom-built rider platform, **RideKel**, which includes:

- Real-time vehicle tracking and accurate arrival predictions
- Trip planning integrated with **BCT bus services and regional transit**
- Browser-based and mobile app booking options
- Multilingual rider support
- Optional on-demand trip functionality for future service expansion
- Accessibility tools designed for seniors and riders with disabilities

This innovative technology enhances the rider experience, improves service transparency, and builds public trust.

Fastest Launch Timeline & Proven Staffing Success

ProKel Mobility brings **industry-leading workforce development and operational reliability**:

- 95% driver retention rate across ProKel operations
- Workforce development and CDL advancement pathways
- Local hiring and training pipeline for Oakland Park residents
- **Fully staffed operations within 30 days of contract signing**
- Customer-focused driving team with safety and ADA service training

Turnkey Partnership With No Burden to the City

ProKel provides a **turnkey operating model** including fleet acquisition, maintenance, insurance, technology, dispatch, and customer service. Oakland Park will receive the benefits of a full public mobility solution without operational risk or administrative strain.

The Right Partner for Oakland Park's Future

ProKel Mobility is more than a transportation provider—we are a partner in community progress. Our track record supporting South Florida municipalities and workforce mobility solutions demonstrates our capability and commitment. Together, we can deliver a **safe, reliable, modern community shuttle system that reflects the character and ambition of Oakland Park**.

We welcome the opportunity to discuss our proposal in more detail and to demonstrate the RideKel rider app during your review. Please feel free to contact me directly at kelly@prokelmobility.com or 561-506-5721.

Thank you for your consideration. We look forward to working together to connect Oakland Park.

Respectfully,,



Kelly Gonzalez, Jr.
CEO
ProKel Mobility

Resolution and Executed Agreement

ProKel Mobility has included a draft resolution and a fully executed contract agreement on the following pages.

Draft Resolution

City Commission Resolution (Piggyback Authorization)

RESOLUTION NO. R-2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF Oakland Park, FLORIDA, APPROVING AN AMENDMENT / AGREEMENT WITH PROTRANSPORTATION, INC. D/B/A PROKEL MOBILITY ON A PIGGYBACK BASIS UTILIZING THE PRICING AND TERMS IN AN EXISTING CONTRACT BETWEEN CITY OF CORAL SPRINGS AND PROTRANSPORTATION, INC. D/B/A PROKEL MOBILITY, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID AMENDMENT / AGREEMENT; PROVIDING FOR A TOTAL COST NOT TO EXCEED $_____; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Oakland Park desires to provide Local Intra-City Bus Transportation Services; and

WHEREAS, the City has identified an existing contract between the City of Coral Springs and Protransportation, Inc. d/b/a Prokel Mobility (Contract No. _____), under which pricing, terms, and scope for similar services were competitively procured; and

WHEREAS, the City of Coral Springs and Protransportation, Inc. d/b/a Prokel Mobility have authorized use of that agreement by other governmental entities (piggyback usage), and staff recommends that Oakland Park adopt that pricing and those terms to expedite procurement; and

WHEREAS, the City Commission deems it in the public interest to approve the Amendment / Agreement under those terms in a cost-effective and efficient manner;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF Oakland Park, FLORIDA:

1. The foregoing “WHEREAS” clauses are ratified, confirmed, and incorporated herein by reference, including all exhibits attached hereto.
2. The Amendment / Agreement with Protransportation, Inc. d/b/a Prokel Mobility is hereby approved on a piggyback basis, using the pricing and terms of the existing City of Coral Springs contract (Contract No. _____).

3. The appropriate City officials are authorized to execute the Amendment / Agreement and any nonmaterial extensions, renewals, or modifications consistent with the City of Coral Springs contract, provided the total cost to the City does not exceed $_____.
4. All Resolutions or parts in conflict herewith are hereby repealed to the extent of such conflict.
5. If any clause, section, or provision is held invalid or unconstitutional by a court of competent jurisdiction, it shall not affect the remaining portions hereof.
6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF Oakland Park, FLORIDA, this ___ day of _____, 2025.

ATTEST: _____

City Clerk

APPROVED: _____

Mayor

Approved as to form and legal sufficiency:

_____

City Attorney

Exhibits (attach):

- Exhibit 1: The Amendment / Agreement (to be executed)
- Exhibit 2: City of Coral Springs contract (full text)
- Exhibit 3: City of Coral Springs/consent email (vendor acknowledgment)

Executed Agreement

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND PROTRANSPORTATION INC., D/B/A PROKEL MOBILITY, FOR LOCAL INTRA-CITY BUS TRANSPORTATION SERVICES

THIS AGREEMENT, made and entered into the 21 day of February, 2024 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

PROTRANSPORTATION INC.
d/b/a Prokel Mobility
a Florida profit corporation
1200 North Federal Highway, Suite 200
Boca Raton, Florida 33432
(hereinafter "CONTRACTOR")

WHEREAS, CITY issued a Request for Proposal No. 24-B-074 on December 6, 2023 for Local Intra-City Bus Transportation; and

WHEREAS, CITY has determined that it would be in the public interest to provide quick and convenient public transit services to the residents of Coral Springs for specified routes within the City; and

WHEREAS, CITY established a selection committee to review and interview proposers (hereinafter "Selection Committee"); and

WHEREAS, after review by the Selection Committee and interviewing firms, staff recommended CONTRACTOR for the operation of the transportation service; and

WHEREAS, the City Commission concurs with the staff recommendation and finds it to be in the best interest of the citizens of the City of Coral Springs,

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

SERVICES TO BE PROVIDED

1.1 **Scope of Services.** CONTRACTOR shall provide transportation services as described in the Scope of Services, attached hereto and incorporated herein, as Exhibit "A." The Scope of Services may be amended from time to time by CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes and schedules in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.2 **Routes.** CONTRACTOR shall provide transportation services along the routes described in Exhibit "B." The routes may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.3 **Hours of Operation.** CONTRACTOR shall operate vehicles according to the hours specified in the Scope of Services described in Exhibit "A." The hours of operation may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operation in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.

1.4 **Holidays.** Intra-City transit services will not operate on the following national holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, except as otherwise agreed in writing by the parties and approved by the City Manager or his designee.

1.5 **Vehicles.** Except as herein provided to the contrary, CITY (through the County) shall provide all vehicles. CONTRACTOR shall provide all equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. CONTRACTOR acknowledges that CITY may at any time during the term of this Agreement substitute its own vehicles and/or vehicles provided by Broward County ("County") rather than use the vehicles to be provided by CONTRACTOR pursuant to this Agreement.

a. **Number of Vehicles.** CITY (through the County) shall be solely responsible for providing a sufficient number of vehicles, but not less than two (2) vehicles, to perform the terms of this Agreement. Such vehicles shall have seating capacity for at least twenty (20) passengers (minimum of 16 with wheelchair passengers). Any additional vehicles CITY deems necessary to provide backup service shall be

placed into service within thirty minutes in the event that one or more vehicles is out-of-service. CONTRACTOR acknowledges and agrees that the obligation to provide a sufficient number of vehicles contemplates that the number of vehicles required to effectuate the intent of this Agreement may increase over the term of the Agreement.

b. **Equipping of Vehicles.**

1. All vehicles shall conform to the standards required by the Americans with Disabilities Act (ADA).
2. All vehicles shall be equipped with two-way communications.
3. All vehicles shall be equipped with heating and air conditioning systems that are fully operative every day the vehicles are in service. Air conditioning systems shall maintain the interior temperature of the vehicle(s) at sixty eight (68) to seventy two (72) degrees Fahrenheit within sixty (60) seconds of closing the vehicle(s) doors with passengers on board, regardless of the outside temperature.
4. All vehicles shall have spaces in the interior for displaying transit system route schedules and promotional announcements.
5. All vehicles shall be equipped with an AM/FM radio.

c. **Maintenance of Vehicles.**

1. CONTRACTOR shall perform daily cleaning of the vehicles prior to beginning Community Bus Service each day as follows:

    i. Exterior wash
    ii. Interior windows cleaned
    iii. Mopping of non-carpeted floors with clean water and appropriate cleaning solution
    iv. Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
    v. Vacuuming of upholstered seats
    vi. Pest control
    vii. Wiping down of all hand rails with clean water and appropriate cleaning solution
    viii. Refuse, newspapers and other recyclable material remaining on board shall become the property of the CONTRACTOR. However, items found that are the belongings of customers shall be maintained and made available consistent with CONTRACTOR's Lost and Found Policy, which policy shall comply with Florida law. CONTRACTOR's Lost and Found Policy must be approved by the Contract Administrator.

2. All vehicles and equipment on the vehicles shall be maintained in fully operable conditions at all times during the term of the Agreement. CONTRACTOR shall cause all components of each vehicle, including its body, frame, furnishing, mechanical, electrical, hydraulic, and other

operating systems to be maintained according to manufacturer's recommendations. CONTRACTOR shall cause any vehicle damaged in an accident or otherwise to be repaired or replaced immediately. CONTRACTOR shall, at its sole cost and expense, provide fuel, lubricants, repairs, parts, and supplies as required for the maintenance and operation of all vehicles.

3. All vehicles shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rules Chapter 14-90, "Minimum Requirement for Transit Coaches and System Equipment," attached hereto and incorporated herein as Exhibit "D." All parts of the vehicles and equipment mounted on or in the vehicles shall conform at a minimum to all applicable federal motor vehicle safety standards.

4. CONTRACTOR shall initiate and maintain an effective safety inspection program.

5. CONTRACTOR shall document maintenance activities and the cost of such maintenance activities for each vehicle utilized for service under this Agreement and provide said document to CITY with monthly invoices.

d. **Appearance of Vehicles.** All CITY vehicles, including back up vehicles, shall be similar in appearance and shall use a color scheme specified by the CITY. Vehicles shall be identified on the front, sides, and rear of the vehicles with signage or logos, including CITY'S logo, as CITY may from time to time specify. CONTRACTOR agrees that throughout the term of this Agreement the BCT logo and the Broward County assigned identification number (detailed in Article 8 herein), which will be provided by CITY, shall be conspicuously displayed on the rear of the vehicles at all times. CONTRACTOR shall assist in the cost of the initial exterior design by providing a $500 stipend per vehicle. Any subsequent design modification shall be at CITY'S sole cost and expense. Any buses used on a temporary basis as replacements for the regular buses must display wording on the exterior of the bus showing the name "City of Coral Springs." This signage may be in the form of a static cling sign.

e. **Inspection of Vehicles.** All vehicles shall be available for inspection by CITY prior to CONTRACTOR placing them in service and at any time thereafter at CITY'S discretion. CITY has the sole discretion to reject temporarily or permanently any vehicle which CITY deems unacceptable for reasons of safety, disrepair or appearance.

f. **Contractor's use of vehicles for non-CITY related events.** CONTRACTOR may use vehicles owned by CONTRACTOR for any non-city related transportation in the event of an emergency, provided that CITY'S logo is covered on all exterior surfaces. CONTRACTOR may use the vehicles owned by

CONTRACTOR for any non-CITY related special events, contracted service or non-emergency usage, provided it has notified CITY at least 15 days prior to such utilization, provided that the CITY's "logo" is covered on all exterior surfaces. In any event, CONTRACTOR'S uses of vehicles for either non-CITY related emergencies or special events shall not, in any way, interfere with CONTRACTOR'S performance of its scope and services hereunder. CONTRACTOR shall hold CITY harmless from damages, loss, expenses, and the like arising from CONTRACTOR'S utilization of the vehicles for non-CITY related events.

1.6 **Drivers.**

a. CONTRACTOR shall obtain a driving and criminal background check for all drivers from the State of Florida Department of Law Enforcement or other sources approved by the Contract Administrator. CONTRACTOR shall require its drivers performing services hereunder to notify CONTRACTOR within twenty four (24) hours of any conviction for any traffic violation (except parking). CONTRACTOR shall not employ a driver to perform Community Bus Service that does not meet the requirements of Florida law.

b. All employees operating a vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

c. CONTRACTOR shall not employ or retain any drivers or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, contains a conviction or plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

1. No more than one (1) moving violation in the last three (3) years*.
2. An at-fault accident in the last three (3) years*.
3. A Failure to Appear or a Failure to Pay in the last three (3) years*.
4. A Reckless Driving in the last seven (7) years*.
5. A Driving Under the Influence (DUI) in the last seven (7) years*. Two (2) convictions (lifetime) for DUI is an automatic disqualification.
6. A suspension in the last three (3) years*. One (1) suspension for PIP permitted.
7. A Manslaughter resulting from the operation of a motor vehicle.
8. A Hit and Run or Hit and Run with Property Damage.
9. A Reckless Driving causing injury.
10. A DUI causing injury.
11. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

* All time periods shall be rolling.

d. CONTRACTOR shall provide current copies of the following records of all employees that operate the vehicle(s) to the CITY. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

1. Driving record
2. Background Verification Record
3. Criminal Background Information
4. INS Employment Eligibility Form I-9

e. CONTRACTOR shall maintain, at all times, an up to date personnel file for each driver, which shall include the verifications of employment referred to above and the employee's driver's license number and expiration date. In addition, CONTRACTOR shall maintain, at all times, a current employment roster of drivers and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CONTRACTOR shall provide the Contract Administrator with each employee's name and driver's license number within five (5) calendar days prior to the onset of Community Bus Service.

f. It shall be CONTRACTOR's responsibility to ensure that all drivers and supervisors performing Community Bus Services comply with the following:

1. Strictly comply with the provisions set forth in this Agreement. In the event that a driver fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CONTRACTOR shall immediately prohibit the employee from operating a vehicle(s) to provide the Community Bus Service.
2. Vehicle(s) shall be operated by properly licensed operators. Drivers must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the vehicle(s) do not contain air-brakes.
3. Provide full utilization of vehicle(s) to disabled passengers.
4. Carry on their person at all times a valid Florida Driver's License for provision of passenger services; Commercial Driver's License Class A, B with a passenger endorsement, or C with passenger endorsements (provided the vehicle(s) do not contain air-brakes) issued by the State of Florida. All drivers shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.
5. Shall not operate any personal wireless communications devices while occupying the driver's seat or operating area.
6. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.
7. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

g. All drivers shall, during the term of the Agreement, possess the following qualifications and adhere to the following standards. CONTRACTOR shall immediately dismiss any driver from performing services under this Agreement if driver fails to maintain said qualifications or standards:

1. Minimum age of drivers shall be 19 years.
2. Drivers shall be capable of speaking, writing and understanding the English language fluently.
3. Drivers shall observe all requirements of the 1987 Federal Motor Vehicle Safety Act.
4. Drivers shall operate the vehicle in a safe and timely manner.
5. Drivers shall be courteous to all passengers and to the general public at all times and shall respond to passenger questions regarding the use of CITY'S Community Bus Services.
6. Drivers shall distribute or collect flyers, handouts, surveys, etc. as CITY may from time to time request.
7. Drivers shall wear clean and presentable uniforms, of any style as CITY may from time to time select, at all times while on duty.
8. Drivers shall not accept gratuities.
9. Drivers shall have a thorough knowledge of the transit system schedules, feeder bus routes and schedules, and major downtown building and activities.
10. Drivers shall assist disabled passengers entering and exiting the vehicles.
11. Drivers shall permit passengers to eat and drink in the vehicles, but drivers shall not permit passengers to smoke or play a radio in the vehicles (unless a passenger is using headphones with the radio).
12. Drivers shall not be convicted of a felony during the term of this Agreement, nor have any prior felony conviction for any violent or sexual offenses.
13. Drivers shall not test positive for illegal or controlled substance on a drug test administered by a responsible testing facility or in cooperation with the CITY'S drug testing program.
14. Drivers must successfully complete the required Operator Training prior to operating any vehicle(s) to provide the Community Bus Service set forth herein. Broward County will schedule and provide the training at no cost to the CONTRACTOR; however, CONTRACTOR shall be responsible for the payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certificate of Completion.
15. Drivers shall be retrained every two (2) years during the term of this Agreement (refresher training) at CONTRACTOR's sole expense.

h. CONTRACTOR shall obtain and provide the Contract Administrator with all required state and local permits and ensure that all drivers are properly licensed for the service which they are providing. CONTRACTOR shall ensure that all drivers meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90, attached hereto and incorporated herein as Exhibit "D."

ARTICLE 2

TERM OF AGREEMENT

This Agreement shall become effective on the date of award and shall terminate on February 28, 2027. CITY reserves the right to renew this Agreement for one (1) additional three (3) year term based upon CONTRACTOR'S acceptable level of performance and approved and available funding.

ARTICLE 3

COMPENSATION

3.1 CITY shall compensate CONTRACTOR at a rate of Seventy-Six Dollars and 75/100 ($76.75) per revenue hour, for each vehicle owned by CITY (through Broward County) o for the provision of services under this Agreement, as well as contracted service beyond the normal scheduled hours of service as described in Exhibits "A" and "B." The contract amount shall not exceed Five Hundred Fifty Thousand Seven Hundred Fifty-Eight Dollars ($550,758.00) per year.

3.2 On or before the fifth of each month, CONTRACTOR shall submit invoices to CITY documenting hours of revenue service provided by CONTRACTOR during the preceding month. CONTRACTOR shall also provide CITY with such additional documentation, which may be requested by CITY (e.g. ridership statistics, fuel usage, and maintenance records). Within forty (40) days of receipt and approval of such invoice, CITY shall compensate CONTRACTOR pursuant to the terms set forth herein. CONTRACTOR agrees to allow CITY to take a $0.50 per hour discount for invoices paid within thirty (30) days from the date of receipt of an invoice.

3.3 In the event that CITY requests CONTRACTOR to provide CITY service on any holiday described in Article 1, Section 1.4 above, CITY shall compensate CONTRACTOR at 1.5 times the hourly rate for hours operated on said days. CONTRACTOR shall submit invoice to: City of Coral Springs, 9500 West Sample Road, Coral Springs, Florida 33065, Attention: Development Services.

ARTICLE 4

PROJECT COORDINATION AND RESPONSIBILITIES

4.1 CITY'S Administrator and coordinator for this Agreement shall be the Director of Parks and Recreation, and CONTRACTOR shall accept instruction, authorization, and approvals from said Director or their designee.

4.2 CONTRACTOR has submitted in writing to CITY the name, address, and contact number of its project coordinator and a list of all personnel who will provide services under this Agreement, which list includes names, positions, and functions. CONTRACTOR shall have a continuing obligation to keep this information current by reporting to CITY on a quarterly basis during the Term of this Agreement.

4.3 CONTRACTOR represents that it has, or will secure, all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this Agreement.

4.4 **Drug and Alcohol Program.**

a. CONTRACTOR agrees to participate in Broward County's drug and alcohol testing program, or establish and implement, subject to the County's review and approval, its own drug and alcohol testing program that complies with 49 C.F.R., Part 655. In addition, CONTRACTOR agrees to produce any documentation necessary to establish its compliance with 49 C.F.R., Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Broward County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R., Part 655 and review the testing process.

b. CONTRACTOR agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the CITY, which certification is included in the CONTRACTOR's proposal attached hereto and incorporated herein as Exhibit "C," that it will have a Drug Free Workplace Program.

c. CONTRACTOR agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to the CITY, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the CITY by a date determined by the Contract Administrator, but no later than February 15th of each year. Additionally, CONTRACTOR shall provide quarterly reports to the CITY summarizing its drug and alcohol testing results and shall

permit the CITY or the Broward County Transit Drug and Alcohol Program Manager to inspect its records during site visits to ensure compliance with program requirements.

4.5 CITY shall print and provide route schedules to CONTRACTOR to be utilized to inform residents and passengers of the service.

ARTICLE 5

RECORDS AND AUDITS

5.1 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

5.2 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.**

5.3 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

ARTICLE 6

REPORTS AND DOCUMENTS

6.1 CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under this Agreement. CONTRACTOR shall provide the records to CITY on a monthly basis in the format approved by CITY.

6.2 CONTRACTOR shall record on a daily basis and report weekly to CITY all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

6.3 CONTRACTOR shall document passenger complaints, and any other actions taken to resolve such complaints and report the same to CITY on a weekly basis.

6.4 CONTRACTOR agrees to allow on-board surveys as may be requested by CITY from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

ARTICLE 7

PRE-SERVICE REQUIREMENTS

7.1 The following items shall be delivered to CITY by CONTRACTOR at least seven (7) days prior to the start of service and are subject to approval by CITY.

7.2 An operation manual for the services which describes all operations procedures and policies, include, but not limited to, the following:

a. Vehicle operating procedures
b. Communications operations procedures
c. Driver conduct
d. Safety procedures
e. Accident procedures
f. Administration and reporting procedures
g. Other operating procedures and policies as required for proper operation of the services:

1. Job descriptions for drivers and administrative personnel
2. Maintenance procedures for all vehicles
3. Training procedures for vehicle drivers

ARTICLE 8

SIGNAGE AND ADVERTISING

8.1 CONTRACTOR shall not place advertisements of any kind or nature on any vehicles without the prior written approval of the Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations as currently enacted or as may be amended from time to time. Additionally, CONTRACTOR, subject to approval of the Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for the Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

8.2 All vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

a. Above or beside the passenger entrance door(s)
b. On the exterior rear of the vehicle

c. On the exterior front of the vehicle
d. On the interior of the vehicle above the front windshield

8.3 Vehicle Route identification information must contrast in color with the background color to which they are affixed.

8.4 Vehicles shall display, at all times, destination signage specific to the route and the direction being operated if direction is applicable. The signage shall fit the opening as provided on the vehicle. An ADA-compliant route identification sign shall be displayed on the curb side of vehicles at all times.

8.5 CONTRACTOR shall maintain all interior signs placed by Broward County.

8.6 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the vehicles at all times.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

INSURANCE

9.1 Prior to commencing work, CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required by this Agreement.

9.2 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

a. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and Homes Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

b. Comprehensive General Liability Insurance with the following minimum limits of liability:

$ 2,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$ 2,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted.

c. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the work with the following minimum limits of liability:

$ 3,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

9.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

9.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

9.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

9.6 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

9.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

9.8 CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

9.9 CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

9.10 Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9.11 INSURANCE REQUIRED BY THE COUNTY.

a. CONTRACTOR shall maintain, at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "E" in accordance with the terms and conditions stated in this Article.

b. Such policies shall be issued by companies authorized to do business in the state of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CONTRACTOR shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

INDEMNIFICATION

9.12 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of CONTRACTOR or his subcontractors, agents,

officers, employees or independent contractors pursuant to or in the performance of the Contract.

9.13 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

9.14 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9.15 INDEMNIFICATION OF COUNTY: CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the County by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from the County, resist and defend such lawsuit or proceeding by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONTRACTOR under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

ARTICLE 10

CHANGES AND MODIFICATIONS

10.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are canceled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understanding between the parties.

10.2 Modifications to this Agreement must be made in the form of a written amendment signed by both CITY and CONTRACTOR.

ARTICLE 11

TERMINATION

TERMINATION FOR CAUSE AND DEFAULT

11.1 In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions in this Agreement, CITY shall give written notice by certified mail, return receipt requested to CONTRACTOR of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case CONTRACTOR shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

TERMINATION FOR CONVENIENCE OF CITY

11.2 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

ARTICLE 12

ASSIGNMENT, TRANSFER, OR SUBCONTRACTING

12.1 CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment, novation, or any other method, without prior written consent of CITY.

12.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY. Said approval by CITY shall not be unreasonably withheld.

12.3 CONTRACTOR is fully responsible to CITY for the acts/or omissions of persons directly employed by CONTRACTOR, as well as the acts and omissions of any subcontractors

and of persons employed by subcontractors or agents of CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY.

ARTICLE 13

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following at the respective places for giving notice, to-wit:

FOR CITY:	Gail Dixon Purchasing Administrator City of Coral Springs 9500 W. Sample Road Coral Springs, Florida 33065 Tel.: 954-344-1102 E-mail: gdixon@coralsprings.gov
Copy To:	Robert Hunter, Director of Parks and Recreation City of Coral Springs 9500 W. Sample Road Coral Springs, Florida 33065 Tel.: 954-344-1841 E-mail: rhunter@coralsprings.gov
FOR CONTRACTOR:	Kelly Gonzalez, CEO Protransportation Inc. d/b/a Prokel Mobility 1200 North Federal Highway, Suite 200 Boca Raton, Florida 33432 Tel.: (561) 506-5721 Email: kelly@prokelmobility.com

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CONTRACTOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement.

Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Agreement which shall permit the CITY or County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

14.2 To the extent that this project is assisted by the U.S. Department of Transportation funds, CONTRACTOR shall comply with the non-discrimination requirements in 49 C.F.R., Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.

ARTICLE 15

COMPLIANCE WITH LAWS, VENUE AND GOVERNING LAW

15.1 **Compliance with laws.** CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to this Agreement.

15.2 **Venue.** Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

15.3 **Governing law.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.2 The preparation of the Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16.3 CONTRACTOR and CITY agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall be reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations

set forth in this Agreement, the parties declare their intent to cooperate with each other in effecting the terms of this Agreement.

16.4 For the purposes herein, the parties agree that time shall be of the essence of this Agreement and representations and warranties made are all material and of the essence of this Agreement.

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

16.6 No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

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

16.8 All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use may require.

16.9 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16.10 All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference as if set forth in full.

16.11 Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement, independent, and not an employee, agent, or servant of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all time and in all places be subject to CONTRACTOR'S sole supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to CITY shall be that of an independent contractor and not as employees or agents.

16.12 CITY and CONTRACTOR agree to conduct and execute this Agreement in compliance with all-applicable local, state and federal laws, statutes, and regulations.

16.13 Where there is a conflict between any provision set forth within this Agreement and a more stringent state or federal provision, which is applicable to any services performed or to be performed under this Agreement, the state or federal provision, shall prevail.

16.14 **Permits, fees and notices.** CONTRACTOR shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

16.15 **Taxes.** CONTRACTOR shall pay all applicable sales, consumer use and other similar taxes required by law.

16.16 **Insolvency.** In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, the respective party shall notify the other party in writing within ten (10) calendar days of the occurrence of said event.

16.17 **Entire agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

16.18 **Severability.** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

ARTICLE 17

COMPLAINTS

17.1 CONTRACTOR shall display the County's Customer Service Center contact information signs conspicuously on each vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CONTRACTOR shall respond to complaints (excluding Title VI complaints) brought by persons or by the County on its own initiative or otherwise. In the event that complaints regarding CONTRACTOR's Community Bus Service are received by the County's Customer Service Center, the Contract Administrator shall forward the complaint to the CONTRACTOR upon receipt. Upon receipt of any complaint, from whatever source, CONTRACTOR shall conduct the necessary investigation and respond

in writing to each complainant. CONTRACTOR shall forward the results of such investigation and the complaint resolution to the Contract Administrator within three (3) business days.

17.2 CONTRACTOR shall comply with the County's formally adopted Title VI Notice and Complaint procedures. CONTRACTOR shall include the Title VI public notice ("Title VI Notice") on printed timetables, online and at major transfer locations. CONTRACTOR shall display the Title VI Notice conspicuously on each vehicle. In the event that CONTRACTOR shall receive any Title VI complaints the CONTRACTOR shall forward the complaint to the Broward County Transit Division Compliance Manager.

17.3 CONTRACTOR shall submit a monthly report to the Contract Administrator summarizing all complaints received during the past month.

17.4 At the request of the County, CONTRACTOR shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CONTRACTOR as expeditiously as possible.

ARTICLE 18

CONFLICTS

18.1 Neither CONTRACTOR nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

18.2 None of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against the County in any legal or administrative proceeding in which he, she or the CONTRACTOR is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude the CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. The CONTRACTOR shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

ARTICLE 19

MISCELLANEOUS COUNTY PROVISIONS

19.1 CONTRACTOR shall comply with each and every term, condition, duty and obligation imposed on CITY and CITY's Interlocal Agreement with Broward County for Community Bus Service Capital Assistance for Vehicle Lease, dated September 18, 2019, as amended from time to time.

19.2 CONTRACTOR shall comply with the requirements of 49 U.S.C. Section 5333(b) and implementing guidelines, Section 5333(b), Federal Transit Law, 29 C.F.R. Part 215, relating to public transportation employees.

19.3 CONTRACTOR shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

19.4 Should CONTRACTOR provide services involving animals, it shall comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Subchapter A, Parts 1, 2, 3, and 4, relating to protection of animals.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PROTRANSPORTATION INC., d/b/a PROKEL MOBILITY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Feb 6, 2024 09:41 EST)

SHERRY L. WHITACRE
Senior Deputy City Attorney

PROTRANSPORTATION INC.
D/B/A PROKEL MOBILITY

By: _____

Title: CEO

Print Name: KELLY GONZALEZ

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
PROTRANSPORTATION INC.

Filing Information

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Event Date Filed	07/30/2015
Event Effective Date	NONE

Principal Address

1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Changed: 08/25/2015

Mailing Address

1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Changed: 03/02/2016

Registered Agent Name & Address

Goldblatt, Pearl
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Name Changed: 03/27/2017

Address Changed: 03/27/2017

Officer/Director Detail

Name & Address

Title CEO

GONZALEZ , KELLY
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Title President, Secretary

Goldblatt, Pearl
1200 NORTH FEDERAL HWY
SUITE 200
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2021	04/20/2021
2022	02/03/2022
2023	04/02/2023

Document Images

04/02/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
04/04/2019 -- ANNUAL REPORT	View image in PDF format
04/19/2018 -- ANNUAL REPORT	View image in PDF format
03/27/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
07/30/2015 -- Amendment	View image in PDF format
04/30/2015 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Agreement with Protransportation, Inc.

Final Audit Report 2024-02-06

Created:	2024-02-05
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9G5YAMQuMtVC6vtSLIU0JTBKxOoO22c8

"Agreement with Protransportation, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2024-02-05 - 3:27:13 PM GMT

Document emailed to KELLY GONZALEZ (kelly@prokelmobility.com) for signature
2024-02-05 - 3:28:09 PM GMT

Email viewed by KELLY GONZALEZ (kelly@prokelmobility.com)
2024-02-05 - 3:54:10 PM GMT

Document e-signed by KELLY GONZALEZ (kelly@prokelmobility.com)
Signature Date: 2024-02-05 - 3:55:00 PM GMT - Time Source: server

Document emailed to swhitacre@coralsprings.gov for signature
2024-02-05 - 3:55:01 PM GMT

Email viewed by swhitacre@coralsprings.gov
2024-02-05 - 7:04:53 PM GMT

Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-02-06 - 2:41:17 PM GMT

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2024-02-06 - 2:41:19 PM GMT - Time Source: server

Agreement completed.
2024-02-06 - 2:41:19 PM GMT

CORAL SPRINGS | Powered by Adobe Acrobat Sign

EXHIBIT "A"

SCOPE OF SERVICES

RFP 24-B-074
LOCAL INTRA-CITY BUS TRANSPORTATION

SERVICES TO BE PROVIDED

- CONTRACTOR shall provide transportation services along the routes described in maps in exhibit "B". The routes may be amended from time to time at the sole discretion of the CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event the CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate. The City Manager or his designee is hereby authorized to amend the routes from time to time. Said amendment shall be documented in writing and incorporated as a part of an Exhibit.

- CONTRACTOR shall operate vehicles according to the hours specified in the route schedule as identified in Exhibit "B". Normal hours of operation are as follows:

    - Monday thru Friday, 8:00 a.m. to 6:00 p.m.
      Saturday, 8:00 a.m. to 5:00 p.m.
      Sunday, Noon to 5:00 p.m.

  The hours of operations may be amended from time to time at the sole discretion of the CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operations in a manner that does not result in substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate. The City Manager or his designee is hereby authorized to amend the routes from time to time. Said amendment shall be documented in writing and incorporated as a part of Exhibit "B".

- Buses must stop at all major bus stops along the scheduled route. Major bus stops will be determined by the Director of Community Development or their designee. Three (3) complaints by citizens stating the bus did not stop at a major bus stop will be grounds for termination of contract.

- Bus operators must make every effort to maintain the posted route time schedule.

- CONTRACTOR shall provide all vehicles (subject to approval by CITY), equipment, fuel, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. All vehicles to be used must be new or in like-new condition.

- Proposer must meet all requirements of Broward County Transportation Department for buses, drivers, insurance, and all other required reports. This includes yearly inspection of all buses and maintenance records for each bus.

EXHIBIT "A"

- One bus shall be painted or wrapped in a blue color identifying the bus and the route. The other bus shall be painted or wrapped in a green color identifying the bus and the route.
- Each bus must be air-conditioned and meet all current ADA requirements.
- The buses shall be equipped with two-way communication between buses and supervisory personnel.
- Backup buses must be provided within 30 minutes to replace inoperable buses.
- Seating capacity on each bus will be for 20-30 passengers.
- Maintenance of the buses will be the responsibility of the contractor.
- All buses must be cleaned inside and outside daily.

Project Coordination and Responsibilities:

1. CONTRACTOR represents that it has or will secure all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this agreement.

2. CONTRACTOR shall comply with all applicable requirements of the United States Department of Transportation regulations for drug and alcohol testing. To the extent that any terms of the Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

3. CONTRACTOR shall ensure that all buses meet all requirements of Florida DOT rule Chapter 14.90 (minimum requirements for transit coaches and system equipment).

4. CONTRACTOR shall ensure that all bus operators meet all certification and licensing requirements. All drivers must be able to communicate fluently in English. Uniforms will be required. Drivers are required to attend and successfully complete Broward County's Training Program for drivers in Broward County's Community Shuttle Bus Program or an approved equivalent type of program.

5. Contractor should utilize buses that support alternative fuels as defined by the U.S. Environmental Protection Agency.

6. Contractor to perform additional services as may be required by the City

EXHIBIT "A"

Reports and Documents:

1. CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under the Agreement. CONTRACTOR shall provide records to the City on a monthly basis in the format prescribed by the City.

2. CONTRACTOR shall record on a daily basis and report weekly to the City all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

3. CONTRACTOR shall document passenger complaints, and any other action taken to resolve such complaints and report the same to City on a weekly basis.

4. CONTRACTOR agrees to allow on-board surveys as may be requested by City from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

5. CONTRACTOR will maintain and supply all required records to the Broward County Transit System

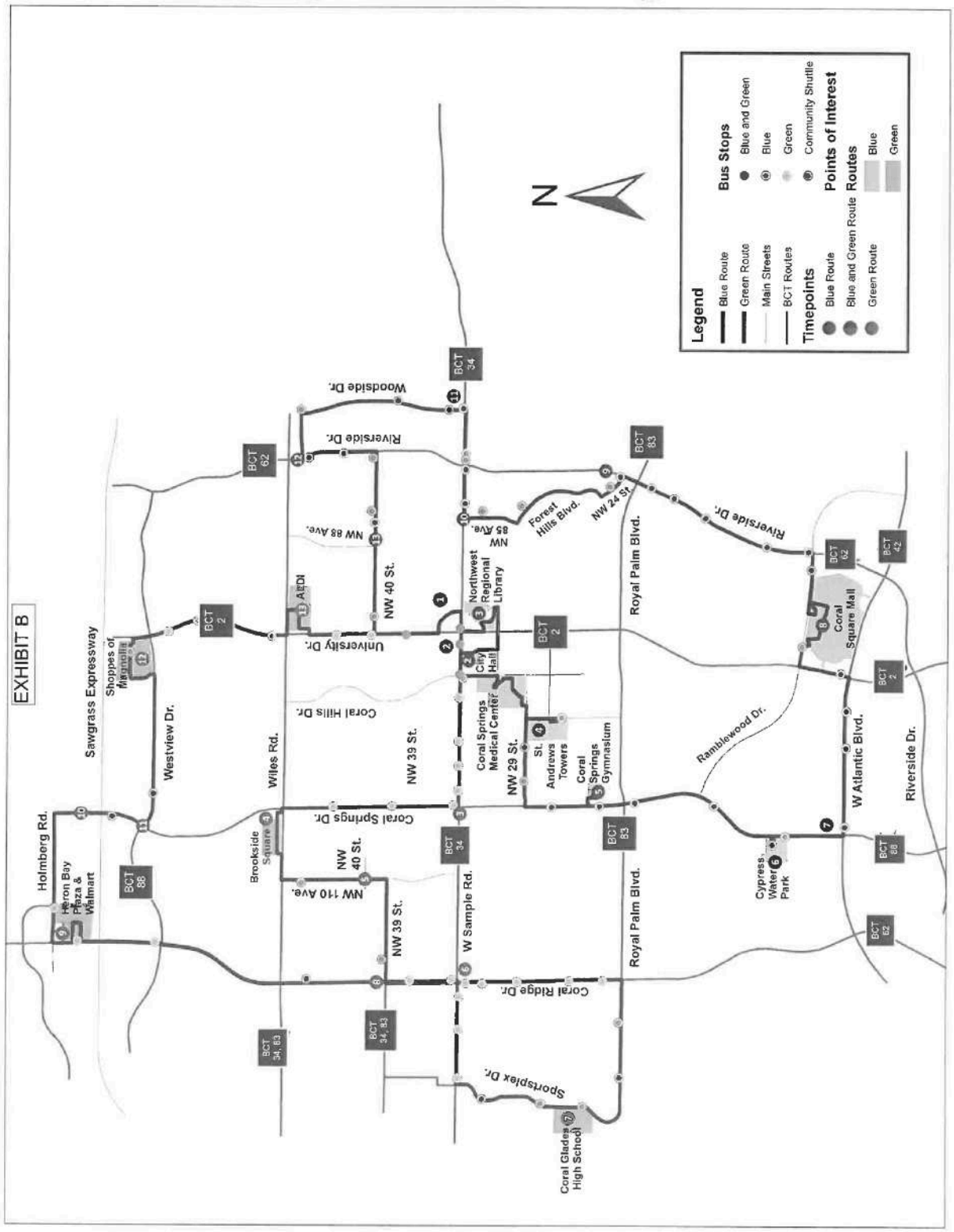
EXHIBIT B
N
Legend
Blue Route
Green Route
Main Streets
BCT Routes
Timepoints
Blue Route
Blue and Green Route
Green Route
Bus Stops
Blue and Green
Blue
Green
Community Shuttle
Points of Interest
Routes
Blue
Green
Woodside Dr.
Riverside Dr.
NW 88 Ave.
NW 85 Ave.
Forest Hills Blvd.
NW 24 St.
Riverside Dr.
NW 40 St.
Northwest Regional Library
Royal Palm Blvd.
Coral Square Mall
University Dr.
City Hall
Coral Springs Medical Center
St. Andrews Towers
Coral Springs Gymnasium
Ramblewood Dr.
W Atlantic Blvd.
Riverside Dr.
Coral Hills Dr.
NW 39 St.
NW 29 St.
Sawgrass Expressway
Shoppes of Magnolia
Westview Dr.
Wiles Rd.
Coral Springs Dr.
Brookside Square
NW 40 St.
NW 110 Ave.
NW 39 St.
W Sample Rd.
Holmberg Rd.
Heron Bay Plaza & Walmart
Cypress Water Park
Coral Ridge Dr.
Sportsplex Dr.
Coral Glades High School
BCT 34
BCT 62
BCT 2
BCT 83
BCT 42
BCT 86
BCT 34, 83
BCT 68

Executive Summary

Enhancing Mobility for the Oakland Park Community

ProKel Mobility is honored to partner with the City of Oakland Park to launch its first-ever Community Shuttle service. This initiative will connect residents, workers, and visitors to essential destinations while laying the groundwork for a more equitable, sustainable, and connected city. This new service represents a milestone for Oakland Park, providing the City's first dedicated public transportation option and establishing a foundation for future mobility enhancements such as on-demand microtransit services.

Our approach is purpose-built to address the City's current mobility challenges: the absence of local shuttle service, limited first–last mile connectivity, and the lack of rider-facing technology. ProKel's service design introduces a **weekday fixed-route Community Shuttle** operating approximately **10.5 hours per day, Monday through Friday**, with reliable frequencies and seamless integration with existing Broward County Transit (BCT) routes. This design strategically links key residential areas to grocery stores, job centers, medical facilities, schools, parks, and transit corridors—ensuring residents have consistent, dependable, and affordable access to opportunity.

ProKel Mobility brings a proven record of transforming local transit systems through operational excellence, technology innovation, and community collaboration. In **North Miami Beach, we tripled ridership by introducing supplemental on-demand services that improved coverage and replaced underutilized fixed-route segments**. In **Coral Springs, we increased ridership by over 34%** while exceeding on-time performance standards through data-driven scheduling and predictive analytics. These results reflect our ability to enhance service efficiency, improve reliability, and deliver tangible community impact.

For Oakland Park, ProKel proposes a **multi-phase, scalable service strategy**:

- **Phase 1 – Fixed-Route Launch:** Establish a weekday community shuttle providing approximately 10.5 service hours per day with consistent headways, well-defined stops, and strong connections to BCT corridors.
- **Phase 2 – Service Optimization:** Monitor ridership data and adjust scheduling to improve efficiency and coverage as demand patterns evolve.
- **Phase 3 – Future Mobility Expansion:** Build upon the foundation of the fixed-route network by introducing **weekend service hours and on-demand microtransit options** in low-density zones or off-peak hours, providing flexible and cost-effective service expansion when the City elects to move forward.

All operations will be supported by **RideKel**, ProKel Mobility's advanced rider technology platform offering real-time shuttle tracking, multimodal trip planning (integrated with BCT and Tri-Rail), automated service notifications, and live performance analytics for City staff. RideKel enhances accessibility, transparency, and rider confidence while equipping the City with the data tools necessary for service planning and grant reporting.

The City of Oakland Park's partnership with ProKel Mobility delivers more than just a transportation system—it establishes a reliable, future-ready mobility framework that supports local economic growth,

reduces access barriers, and fosters community connection. With a commitment to local hiring, sustainability, and continuous improvement, ProKel Mobility stands ready to provide Oakland Park with a **turnkey, technology-enabled, weekday Community Shuttle service** designed to meet the needs of today while preparing for the opportunities of tomorrow.

ProKel Mobility's Recommendation: Implement the fixed-route weekday Community Shuttle service with immediate operational readiness and infrastructure compatible with future on-demand expansion and capacity to explore extended weekend service hours. This strategy ensures efficient use of resources, reliable weekday coverage, and flexibility to grow the system as community demand and funding opportunities expand.

Addressing Oakland Park's Mobility Challenges

Oakland Park's current transportation landscape presents several mobility challenges that limit equitable access to jobs, healthcare, education, and essential services. The absence of a City-operated transit system, long walking distances to regional bus stops, and limited first-last mile connectivity have created barriers for residents—particularly seniors, students, and workers who rely on public transportation. ProKel Mobility's proposed Community Shuttle network directly addresses these issues by establishing a reliable, efficient, and technology-enabled local service that seamlessly interconnects with Broward County Transit (BCT) routes along key corridors such as Powerline Road, Dixie Highway, Commercial Boulevard, and Oakland Park Boulevard.

Challenge 1: Lack of Local Circulation and First–Last Mile Connectivity

Many residents live beyond the convenient walking distance to BCT stops, making regional service difficult to access. ProKel's proposed fixed-route shuttle will circulate within the City, linking residential neighborhoods—including those east and west of Dixie Highway—to major BCT routes, local employers, grocery stores, schools, and healthcare providers. By connecting riders to overlapping BCT services, such as Routes 10, 14, 31, and 55, the Community Shuttle closes the first-last mile gap, enabling residents to reach regional destinations efficiently and affordably.

Challenge 2: Infrequent Service and Long Wait Times

Many transit-dependent residents experience long waits or indirect travel without a dedicated city service. ProKel will implement a consistent weekday schedule with reliable headways and coordinated transfers at key points along BCT routes. Our operations team will continuously analyze ridership data to optimize frequencies, reduce passenger wait times, and ensure dependable coverage throughout the day. This data-driven approach—successfully deployed in Coral Springs and North Miami Beach—maximizes resource utilization while improving the rider experience for commuters, students, and seniors alike.

Challenge 3: Limited Rider Information and Technology Gaps

Oakland Park lacks a unified technology platform to help riders plan trips or track vehicles in real time. ProKel will eliminate these gaps through the RideKel platform, a modern rider-facing app and web portal that delivers real-time shuttle tracking, accurate arrival estimates, and integrated trip planning with BCT and Tri-Rail services. Riders can see shuttle positions, set alerts, and coordinate transfers seamlessly, while City staff will access live performance dashboards to monitor service quality, ridership trends, and on-time performance metrics.

Challenge 4: Low Public Awareness and Transit Visibility

The City's lack of branded, visible transit options contributes to the underutilization of regional services. ProKel will launch a community-focused marketing and outreach campaign to promote the new shuttle service. This includes multilingual rider guides, route maps, social media campaigns, and in-person pop-up events at community centers, schools, and local businesses. Our outreach efforts—proven successful in Coral Springs and North Miami Beach—will ensure residents know how, when, and where to ride, fostering trust, familiarity, and adoption from day one.

Challenge 5: Reliability and Vehicle Availability

Service reliability suffers when vehicles are out of service or repairs are delayed. ProKel's fleet maintenance and management model ensures continuous service with minimal downtime. We operate from dedicated maintenance facilities staffed by trained technicians who perform preventive maintenance, diagnostics, and rapid repairs. In addition, spare vehicles are available to guarantee uninterrupted operations, ensuring Oakland Park residents can depend on their community shuttle for consistent, on-time performance.

ProKel's Solution: A Connected, Reliable, and Future-Ready Transit Network

Through the launch of Oakland Park's first Community Shuttle, ProKel Mobility will establish the City's local transit foundation—one that integrates seamlessly with the regional BCT network, connects residents to opportunity, and builds the infrastructure for future on-demand microtransit services as demand grows. ***This approach not only addresses the City's current mobility pain points but also positions Oakland Park as a model for equitable, technology-enabled community transportation across Broward County***.

ProKel's Proposed Service Enhancement

City of Oakland Park's Recommended Service Operation

➢ **Service Design:** ***Establish Reliable Weekday Fixed-Route Operations with Future-Ready Flexibility***

ProKel Mobility proposes to launch the **City of Oakland Park's inaugural Community Shuttle service**, operating **Monday through Friday for approximately 10.5 hours per day**, excluding City-recognized holidays. This new fixed-route network has been designed to strategically connect **residential neighborhoods, employment centers, grocery stores, healthcare facilities, schools, parks, and civic destinations** throughout Oakland Park.

The route alignment has been carefully planned to **interconnect with multiple Broward County Transit (BCT)** routes, including **Routes 10, 14, 31, and 55,** along major corridors such as **Dixie Highway, Powerline Road, Commercial Boulevard, and Oakland Park Boulevard**. This ensures seamless first-last mile connections to regional destinations while providing localized circulation within the City.

The proposed weekday operation delivers predictable service, consistent headways, and equitable access to essential destinations across the City. It creates Oakland Park's first dedicated mobility network—built to serve as the foundation for future transit expansion, including on-demand microtransit options that can supplement or extend coverage in low-density or off-peak areas.

➢ Key Features of the Proposed Operation

★ Consistent Weekday Coverage:

- ➢ Operates Monday through Friday with clearly defined start and end times to match community and workforce travel patterns.
- ➢ Eliminates reliance on external county services alone by establishing the City's own reliable mobility system.
- ➢ Provides continuous, all-day service ensuring that residents, students, and employees can depend on consistent access to destinations.

★ Equitable Access and Neighborhood Connectivity:

- ➢ Links underserved neighborhoods to key employment areas, grocery stores, and healthcare facilities.
- ➢ Serves major civic and community hubs, including parks, libraries, schools, and municipal facilities.
- ➢ Provides ADA-accessible service for seniors and riders with disabilities.

★ Integration with Broward County Transit (BCT):

- ➢ Designed to complement—not compete with—existing BCT routes for full regional integration.
- ➢ Shuttle stops are placed at or near major BCT transfer points, giving riders easy access to countywide bus and Tri-Rail connections.
- ➢ Real-time trip planning and arrival predictions through **RideKel** will include integrated data from both Oakland Park and BCT routes for seamless rider experience.

★ Reliable Operations and On-Time Performance:

- ➢ Optimized headways ensure short wait times and dependable transfers.
- ➢ Simplified route structure minimizes confusion and ensures predictable travel patterns.
- ➢ Centralized dispatch and live performance monitoring via RideKel maintain operational reliability and accountability.

★ Technology-Enabled Rider Experience:

- ➢ The RideKel platform offers real-time tracking, service notifications, and trip planning.
- ➢ Riders can plan complete multimodal trips that include BCT and Tri-Rail connections.
- ➢ City staff can access real-time dashboards for system performance, fleet health, and ridership analytics.

★ Community Awareness and Marketing:

- ➢ Branded vehicles, placards, and community outreach campaigns will build early recognition and trust.
- ➢ Rider education efforts—such as pop-up events, digital campaigns, and multilingual materials—will ensure residents know how to use the service from day one.
- ➢ ProKel's proven community engagement strategy will promote early adoption and maximize visibility across neighborhoods.

★ **Fleet Management and Maintenance:**

- ProKel will operate and maintain all vehicles at its dedicated facility, ensuring maximum fleet availability.
- Preventive maintenance and daily inspections guarantee service continuity.
- Spare vehicles will be available to prevent missed trips or downtime

➢ **Expected Outcome: Reliable and Predictable Service**

Continuous weekday operation with consistent headways and minimal downtime..

➢ **Expected Outcome: Improved Equity**

Accessible transportation for all residents, especially seniors, students, and transit-dependent populations.

➢ **Expected Outcome: Increased Connectivity**

Seamless integration with BCT routes expands regional access and employment opportunities.

➢ **Expected Outcome: Enhanced Rider Experience**

Modern technology and clear communication build confidence, convenience, and service adoption.

➢ **Expected Outcome: Economic and Community Benefits**

Improved access to jobs, commerce, and community resources strengthens local economic vitality.



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Improved access to jobs, commerce, and community resources strengthens local economic vitality.

➢ **Expected Outcome: Future Scalability**

Infrastructure, capacity, and technology are prepared for future weekend service offerings and on-demand microtransit expansion.

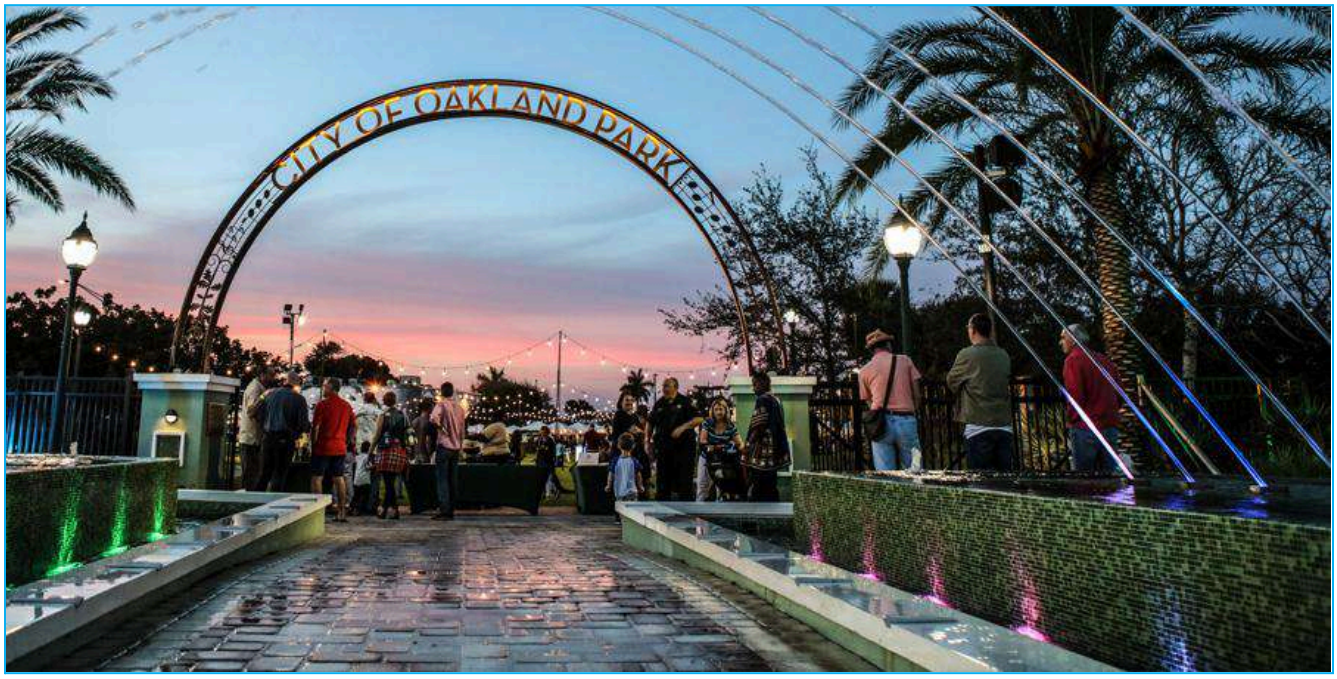
Summary

ProKel Mobility's proposed Community Shuttle service for the City of Oakland Park will deliver a reliable, equitable, and technology-enabled public transportation network that serves as the cornerstone of the City's mobility future. This weekday fixed-route system establishes a strong operational foundation while offering the flexibility to grow—ensuring Oakland Park's residents gain lasting access to opportunity, connectivity, and community through modern, data-driven transit.

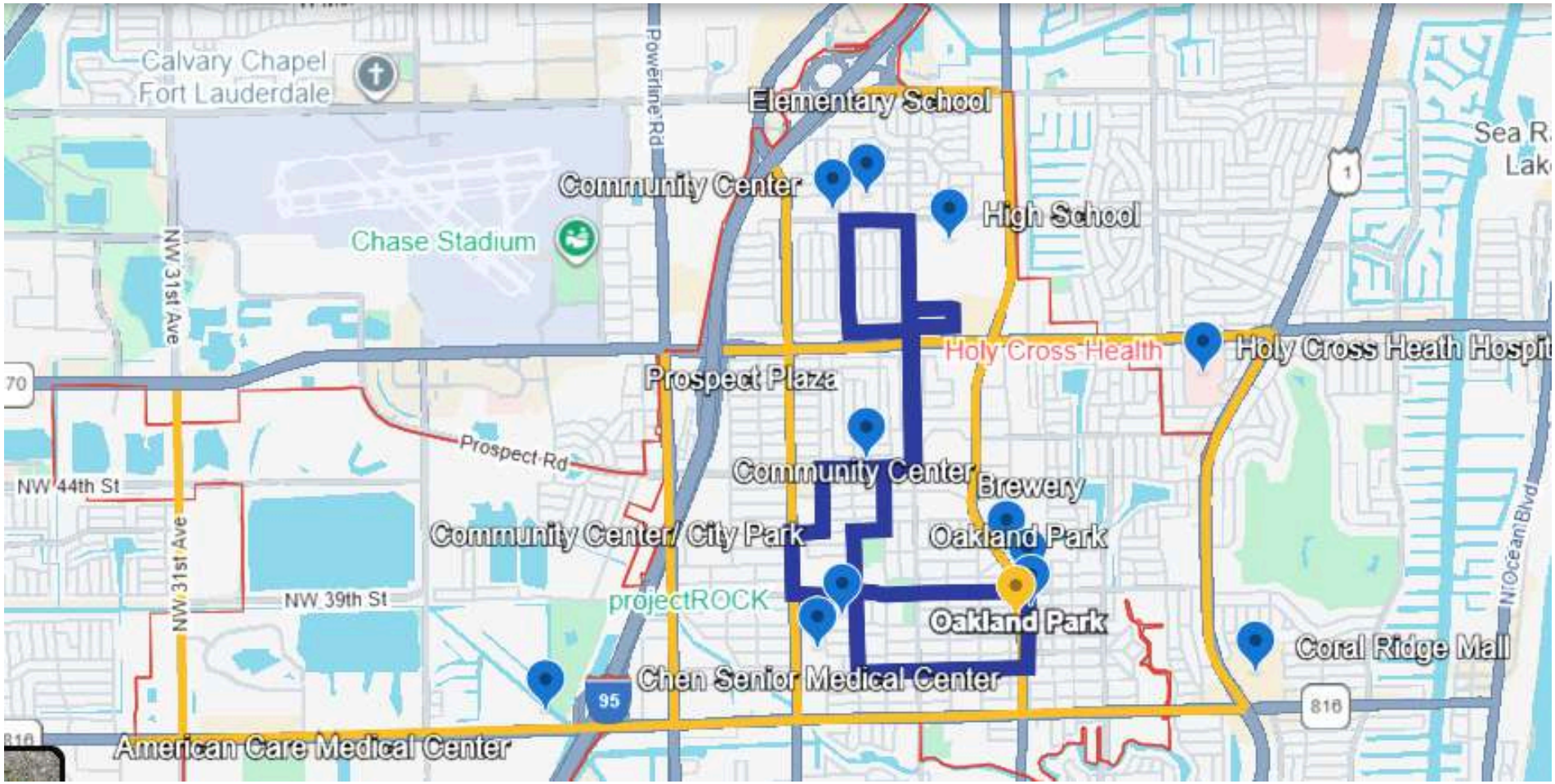
Proposed Service Map

ProKel is proposing enhanced route coverage and a new service map for the City of Oakland Park, which follows on the next page.

Route Coverage	Landmarks
City Hall	Village Park at Oakland
Funky Buddha Brewery	North Andrews Gardens Community Center
Collins Community Center	North Andrews Garden Elem School
City Park	Northeast High School
Wimberly Fields Park	Courts at Oakland Park Condos
Dillon Tennis Center	Casita de Brii
American Legion Post 222	US Department of State
Aquachamps Swim School	Set Point Apartments
Walgreens	US Post Office



City of Oakland Park, Florida
Proposed Shuttle Service



BCT Route Corridors Proposed Route City Boundaries

Case Studies

Project Background

RE-ENGAGING THE COMMUNITY | IMPROVING ON-TIME PERFORMANCE | STABILIZING OPERATIONS

In 2023, following a competitive bid process, the City of Coral Springs awarded ProKel Mobility the contract to operate its fixed-route community shuttle services (Green and Blue routes). The system had been operated by a legacy bus company for more than +18 years. At the time of transition, the service was challenged by workforce shortages, frequent missed trips, and declining reliability. The *Coral Springs Community Shuttle Operations Case Study* illustrates how ProKel effectively delivered measurable results through workforce development, route optimization, and genuine community outreach.



ProKel Mobility applied the same proven approach that revitalized the **City of North Miami Beach (NMB)** trolley system—stabilizing operations, improving on-time performance (OTP), and re-engaging the community.

Strategic Approach

ProKel Mobility's strategic approach to **Coral Springs** reflects our commitment to elevating public transportation systems and leveraging our comprehensive, data-driven, community-centric model. We successfully implemented our proven methodology, previously used in the City of North Miami Beach, to stabilize operations, enhance performance, and revitalize the community.

ProKel Mobility's distinguishing feature in our approach is our holistic integration of cutting-edge technology, deep operational expertise, and a deeply embedded human-centric philosophy. This unique perspective enables the consistent delivery of transformative transit solutions that optimize efficiency and foster ridership growth. Furthermore, it allows us to cultivate sustainable, adaptable, and highly responsive mobility ecosystems tailored to the distinct needs of each community we serve.

By prioritizing safety, reliability, and an exceptional customer service experience through proven processes and continuous innovation, ProKel is redefining public transportation as a catalyst for community development and enhanced livability across the nation.





ProKel Gears Up to Transform Coral Springs' Intracity Bus Service

February 24, 2024 · By Kevin Deutsch

RE/MAX DIRECT 954-709-2738

Coral Springs Transportation. (City of Coral Springs)

By Kevin Deutsch

A new transportation provider will be running the city's two intracity community buses starting next week.

Protransportation Inc., of Boca Raton, will take over the city's intracity bus routes from Limousines of South Florida, Inc., a company based in Lauderdale Lakes that has run Coral Springs' intracity bus routes for 16 years, according to the city.

The new provider, which does business as ProKel





Results & Outcomes

Key Highlights

- Fully staffed workforce (100% operator coverage, no missed service).
- OTP consistently meets or exceeds standards.
- 34% year-over-year combined ridership growth (Green + Blue routes).
- Passenger productivity of 9–10 PPH vs. the County standard of 7.
- Strengthened community trust and visibility through grassroots engagement.

Operational Enhancements

One of the key aspects of ProKel Mobility's service to the **City of Coral Springs** was enhancing and evolving the quality of operations. We used a three-pronged approach that addressed staffing, timing, and routing. Weaving these three (3) aspects together enabled ProKel to onboard and upskill drivers quickly through our proprietary training platform, **KelHire,** meet and exceed the City's service standards, and significantly reduce round-trip times by strategically optimizing transit routes.

KelHire

Workforce Development – 100% Staffing Achievement

- Deployed **KelHire**, ProKel's proprietary recruitment and training platform, to rapidly recruit, train, and onboard drivers.
- Achieved **100% staffing** within 60 days of contract start.

- Maintained operator retention rates above 95% and turnover under 6%, eliminating missed trips due to staffing.



On-Time Performance Improvements

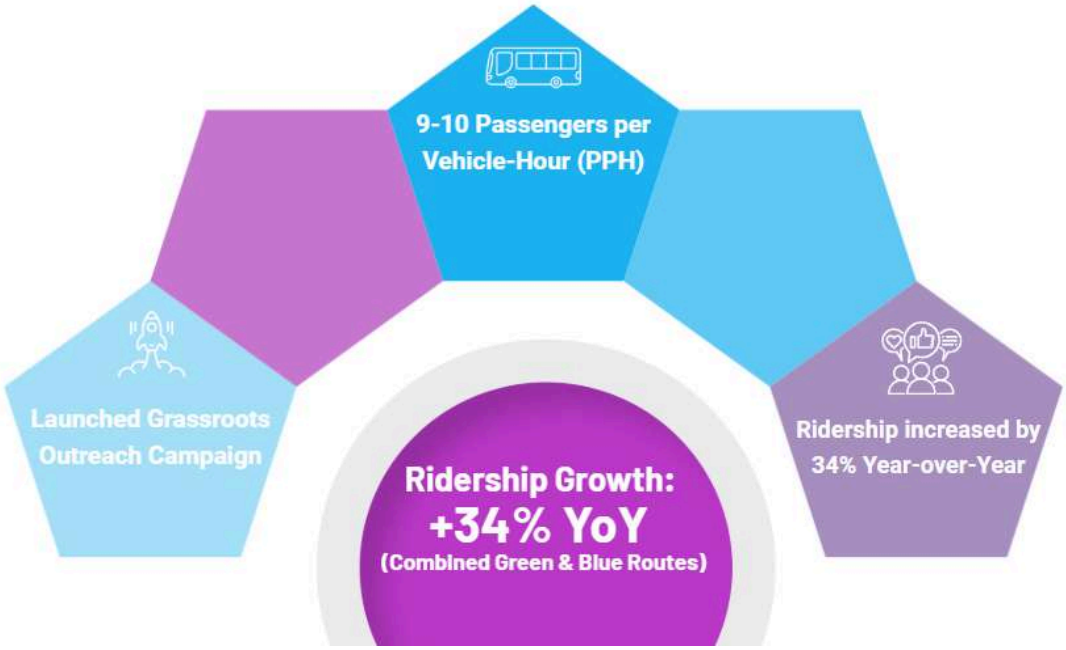
- Strengthened workforce management, scheduling, and proactive fleet maintenance.
- OTP now consistently meets or exceeds both City and County service standards, replicating the success seen in North Miami Beach, where ProKel sustains OTP above

Strategic Route Optimization

- Conducted detailed boarding/alighting analysis to streamline stop patterns, remove redundancies, and shorten cycle times.
- Adjusted headways to better match peak demand while maintaining community access, similar to North Miami Beach optimizations that reduced round-trip times by 25–40%.

Ridership Impact

ProKel Mobility has consistently delivered high-impact results through its operations, achieving a 25% growth in ridership and positioning the associated shuttles among the highest-performing community shuttles in the industry. This success validates ProKel's operational model and community-first approach, replicating the growth success achieved in North Miami Beach through enhanced operating methods, operational optimization, and community engagement initiatives. Furthermore, ProKel's proprietary reporting and rider engagement platform provides historical performance and ridership analytics for ongoing optimization, enabling the sustained impact of this contribution.



- ★ ProKel launched a **grassroots outreach campaign** that included multilingual rider guides, "how to ride" workshops, and direct engagement with HOAs, senior centers, and schools.
- ★ As of June 2025, Coral Springs' shuttles are recording **nine (9) to 10 passengers per vehicle** hour (PPH), compared to Broward County's standard of seven (7) PPH—positioning Coral Springs among the **highest-performing community shuttles in the county.**
- ★ Combined ridership across the Green and Blue routes increased **34% year-over-year**, validating ProKel's operational model and community-first approach.

Community Engagement

ProKel Mobility's community engagement strategy is a holistic and human-centric approach designed to cultivate transparency, education, and accessibility. This approach ultimately builds strong community consensus and ensures the seamless adoption of transit services. Emphasizing that no rider is left behind, ProKel ensures accessibility for all destinations through a variety of service options. This comprehensive engagement model is further supported by ProKel's leadership and team members, many of whom are community residents and leaders themselves, who are deeply invested in delivering equitable, reliable, and kind public transportation solutions.



Hosted **pop-up events and HOA briefings** to grow awareness and gather rider feedback.

Produced **multilingual materials** (English, Spanish, Creole)

Partnered with **local schools and cultural organizations to promote ridership** and create community buy-in.

Technology & Rider Experience

ProKel Mobility revolutionized Coral Springs' transit system by integrating cutting-edge technology, profoundly enhancing the rider experience and agency oversight. The deployment of ProKel's proprietary rider platform offers essential features, including real-time arrival and vehicle tracking, as well as rider alerts, seamlessly connecting local services with regional transit options.



Introduced ProKel's multimodal rider platform with real-time tracking, rider alerts, and performance dashboards.

Equipped City staff with tools to **monitor ridership, OTP, and operator utilization in real time**.

Created a foundation for **future multimodal integration**, building upon the model launched in North Miami Beach that unites fixed-route and on-demand services.

Rider Technology: Live Tracking, Trip Planning & Real-Time Visibility

ProKel will deploy its **RideKel platform** to give riders a modern, mobile-first experience that makes public transit more accessible, predictable, and transparent.

Key Features:

- **Real-Time AVL Tracking**: Riders and staff can view vehicle locations and ETAs via the KelRide app or City-branded site.
- **GTFS Integration**: Ensures Oakland Park routes are visible in Google Maps and other public trip-planning apps.
- **Trip Planning Across Routes:** Riders can plan trips seamlessly across multiple routes and service lines. Riders will be able to utilize all public transportation modes across Broward County.
- **ADA & Multilingual Design:** Fully accessible to diverse users in the community.
- **Real-time Dashboard:** Fleet and operations managers have full access to a dashboard that allows them to supervise all operations and services in real-time. This includes monitoring demand fluctuations, managing vehicle availability, verifying the status of every trip, adding new virtual stops or removing obsolete ones, and reviewing all past services and operations.



Coral Springs: A Repeatable Service Approach

ProKel Mobility reviewed Coral Springs' current transportation options, including the Community Bus service operating six (6) days a week from 8:00 AM to 5:00 PM, showing a clear need for enhanced services. Our proposed transportation plan leveraged proven technologies and rider-focused strategies

to optimize existing transit resources, particularly beyond traditional fixed-route systems, thereby boosting ridership and improving accessibility. We aim to modernize the Community Bus System with smart technology, delivering real-time data tools and operational enhancements to provide a reliable, safe, and enhanced rider experience that aligns with the city's long-term mobility goals.

ProKel Mobility proposed a forward-thinking transportation plan to optimize Coral Springs' existing transit services. By leveraging proven technologies and rider-centric strategies, our approach resulted in:

- Increase transit ridership sustainably.
- Optimization of all transportation resources, especially outside traditional fixed-route systems.
- Provided a modern, reliable, and safe mobility experience.

The Coral Springs current service turnaround reinforces ProKel Mobility's ability to **transform antiquated community mobility services** with:



Coral Springs adds to the growing list of municipalities where ProKel Mobility delivers turnkey, high-performing, community-driven transit solutions.

North Miami Beach Service Improvements (Launched on October 6, 2025)

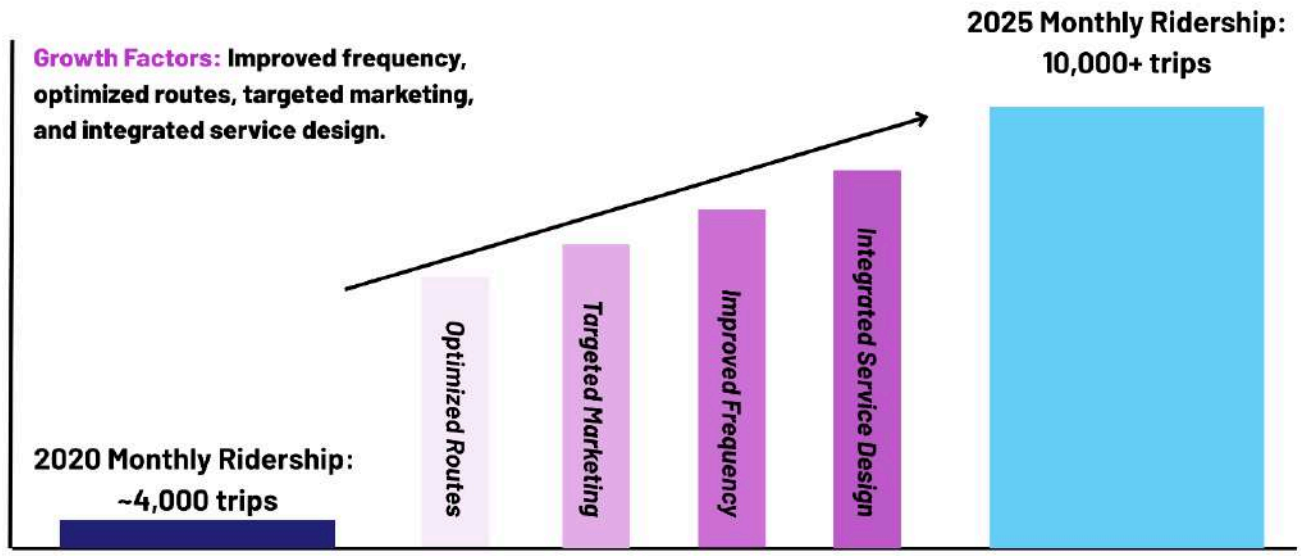


In partnership with the City, ProKel had identified and begun implementing measures to enhance efficiency, lower costs, and improve the rider experience. These service changes are scheduled to launch on October 1, 2025, and are projected to deliver over $1.2 million in operating cost savings over the next five (5) years for the City.

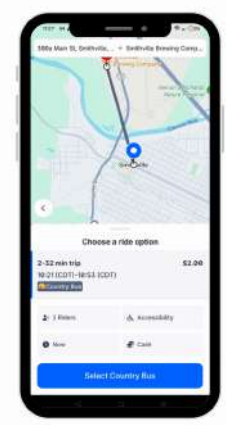
- **Service Conversion for Low-Demand Areas:** Transitioning underperforming routes into electric on-demand microtransit zones serving as first–last mile feeders into higher-performing fixed routes.
- **Multimodal Integration:** Launching an all-in-one rider application integrating ProKel's fixed-route and on-demand services with

Miami-Dade Transit and Broward County Transit for seamless journey planning.

Ridership Impact: North Miami Beach



Technology Integration



ProKel's proprietary reporting and rider engagement platform now delivers:

- **Real-time arrival and vehicle tracking**
- **On-demand trip booking and fare integration**
- **Multimodal trip planning combining local and regional transit services**
- **Historical performance and ridership analytics for ongoing optimization**

ProKel's success in North Miami Beach demonstrates a proven model for:

Increasing ridership through operational optimization

Lowering costs via modern fleet procurement and targeted service restructuring

Delivering high-quality passenger experiences through integrated technology and strong community engagement

Our combination of **proven past performance, unmatched safety leadership, innovative technology, and strong community partnerships** makes us the clear choice to exceed expectations.

- ★ **Past Performance:** Coral Springs proves our ability to replace and deliver measurable improvements. North Miami Beach demonstrates innovation with 150% ridership growth; South Florida Regional Transportation Authority (SFRTA) shows we can scale to 40-bus systems.
- ★ **Key Personnel:** More than 100 years of combined leadership. Agency-side executives (New Orleans RTA, Connecticut RTA), safety leaders from Transdev/First Transit, and experienced Florida operators.
- ★ **Approach:** A fully built-out plan covering transition, workforce development (KelHire), safety, technology (RideKel), maintenance, customer service, sustainability, and contingency planning.
- ★ **Financial Strength:** Debt-free, privately held, financially stable.
- ★ **Cost Efficiency:** Proven savings model in **City of North Miami Beach ($1.2M projected).**
- ★ **Community Impact:** Local hiring, CDL reimbursement, DBE engagement, school partnerships, and sponsorships.
- ★ **Outcome:** A shuttle system that is **safe, reliable, efficient, and community-centered**.



About ProKel Mobility

Who We Are

Minority-owned, FDOT SBE-certified, with over 14 years of experience and nearly 5 million annual passenger trips.

ProKel Mobility is a minority-owned, FDOT Small Business Enterprise (SBE)-certified transportation provider with years of experience delivering safe, reliable, and customer-focused transit solutions. Each year, ProKel supports nearly five (5) million passenger trips across a diverse portfolio of municipal, regional, and special event transit programs. Founded in Florida and deeply rooted in the communities we serve, ProKel has become one of the fastest-growing mobility providers in the Southeast, blending local knowledge with national-scale expertise.

Our mission is to expand equitable, efficient, and technology-enabled transportation options that improve quality of life and enhance community connectivity. Through our innovative approach and commitment to service excellence, we have consistently exceeded client expectations in ridership growth, on-time performance, and customer satisfaction.

Operations across FL and GA, including Coral Springs, NMB, SFRTA, Palm Tran, and MARTA



ProKel Mobility operates across Florida and Georgia, bringing a deep understanding of local transit dynamics and the ability to scale these services seamlessly between neighboring jurisdictions. In Florida, we currently operate fixed-route and on-demand services for the City of Coral Springs and City of North Miami Beach, delivering positive measurable ridership gains and enhanced passenger experiences in each community. Operations also extend to the South Florida Regional Transportation Authority (Tri-Rail), Miami Dolphins/Hard Rock Stadium, and the Miami Grand Prix, demonstrating our ability to manage both community-based and large-scale event transportation. Beyond Florida, ProKel supports MARTA in Georgia, ensuring service continuity in one of the largest transit networks in the Southeast. This regional footprint allows us to leverage best practices, workforce capacity, and operational insights across multiple cities, giving Oakland Park the confidence that ProKel is prepared to deliver reliable, modernized shuttle service from day one.

Founded in 2016, ProKel has exponentially grown over the last ten years, serving more markets and **employing hundreds of Floridians**. ProKel Mobility operates passenger transportation services to both public and private sector markets in Florida. ProKel Mobility's former and current clients include Palm Beach County, Lynx-Orlando, Jacksonville Transportation Authority (JTA), North Miami Beach, City of

Coral Springs, and the South Florida Regional Transportation Authority. ProKel also provides Special Events Shuttle Bus Services for the Miami Open, Miami Grand Prix (Formula One), Miami Dolphins (Hard Rock Stadium), and Miami Hurricanes (Hard Rock Stadium).



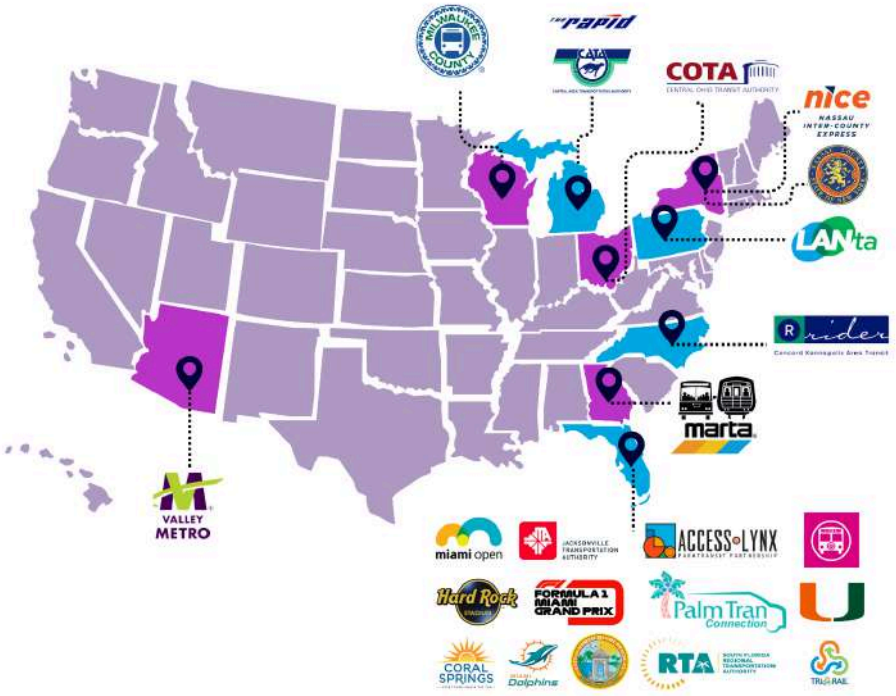
ProKel Mobility's local project management team and regional corporate support are unparalleled in the industry, as we provide dedicated account managers to each of our clients. The **ProKel assigned local project manager** for the **City of Oakland Park** will be **Justin Cayless.** He is ProKel's Senior Vice President and a **transit operations and paratransit expert** with **over 15 years** of experience in the industry. His work includes his role as a transportation consultant and Chief Transit Officer with the New Orleans RTA.

ProKel Mobility's goal is to level up transit systems across Florida. We will accomplish this through our **three (3) step plan**:

1. ***Leveraging*** **our team's 200+ years of combined transit experience to deliver exceptional transit services for both agencies and end-users.**
2. ***Implementing*** **state-of-the-art and cutting-edge transportation technology to increase ridership, extend coverage, and unlock vehicle efficiency.**
3. ***Learning*** **from the diversity of our team to implement equitable, accessible and kind services for end-users. ProKel Mobility's innovative culture and "grounded" cooperation foundation perfectly match the City of Oakland Park.**

Who We Serve

ProKel Mobility is among the fastest-growing transportation companies in the US. In just ten years, we have operated and expanded into more than 14 cities nationwide to provide transportation services for government agencies and private clients.



Our Team

At ProKel Mobility, our leadership team represents the intersection of public-sector expertise and private-sector innovation—a powerhouse of

agency-tested executives, technology visionaries, and operational experts who have shaped the future of mobility across the nation. Led by **Kelly Gonzalez Jr.**, a seasoned transit leader and visionary CEO, and **Ed Carrion, a former CEO of Corpus Christi RTA with over 25 years of executive transit experience**, our team delivers real-world results that cities can measure in performance, cost savings, and community impact. **Justin Cayless**, former **Chief Transit Officer for New Orleans RTA**, brings deep operational mastery and crisis-tested leadership, while **Logan McLeod**, formerly with **Lyft** and **Circuit**, drives our technology integration and partnership growth through the KelRide platform and multimodal innovation. Supported by **Jason Moyer**, **a 20-year operations veteran**, our executive team offers over a century of combined experience spanning agency management, fleet operations, and intelligent transit system deployment. Together, we deliver **modern, data-driven, and community-centered transit systems**—trusted by cities like **Coral Springs** and **North Miami Beach**—that enhance reliability, rider experience, and fiscal efficiency for every client we serve.

Kelly Gonzalez Jr., CEO of ProKel Mobility

Founder and Dedicated Team Member



Kelly Gonzalez Jr. embodies the American dream in the transit community. Starting as a driver earning minimum wage, he became the director for North America's largest privately owned transportation company. Kelly brings a wealth of experience in transportation as the CEO of ProKel Mobility, the fastest-growing transportation provider in North America, offering customized and adaptive mobility solutions for diverse communities and clients.

Kelly's transportation industry solutions have positioned ProKel to become a leader in the industry and secure market space in paratransit, shuttle bus services, and special needs transportation.

Known as the **#TheFuBuOfTransit** for his innovation in transit and workforce development, Kelly launched the Celebrity Staffing Influencer Marketing initiative using celebrities and athletes to expand the transit workforce and keep his locations fully staffed. With over two (2) decades of transit operations, Kelly's vision to innovate processes and customize logistics solutions for some of the largest municipalities in the world has solidified him as a sought-after transportation solution expert in the past decade. His



company, ProKel Mobility, specializes in innovative, custom mobility solutions that cater to the growing public demand for economical and eco-friendly transportation.

The Florida Panthers recently featured Kelly for its Hispanic Excellence Awards.

He is committed to transportation equity and serves as the second Vice President of the COMTO Miami Chapter. He is also involved in other business ventures, developments, and community engagements nationwide. His previous experience includes working at a company that expanded its revenue to **$1.3 billion,** with **20,000 team members and 10,000 vehicles nationwide.** With this knowledge in tow, Kelly brings the same ingenuity and innovative solutions approach to ProKel Mobility.

Outside of leading ProKel as one of the nation's preferred transportation firms, Kelly is recognized for his proactive and positive approach to employee relations. Kelly implements performance- and safety-focused incentive goals to reward ProKel employees, compensating them for a job well done. This **inclusive equity reward system** is one of the reasons ProKel drivers stay motivated throughout their employment with the company. ProKel's **turnover is less than 6%, thanks** to retention plans that Kelly has enacted at the company.

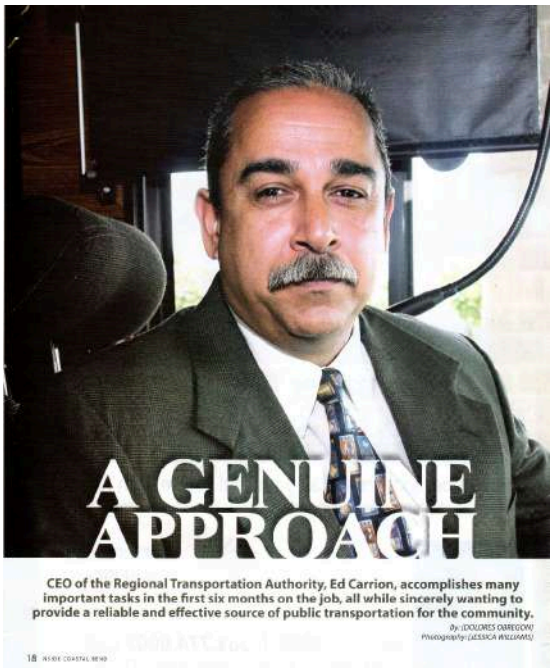
Eduardo Carrion

Chief Operating Officer

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY



As the Chief Operating Officer (COO) at ProKel, Eduardo Carrion brings over 25 years of leadership experience in transit management, spanning both the public and private sectors. Known for his strategic vision and operational excellence, he has driven significant improvements in fleet management, efficiency, and maintenance cost reduction while overseeing operations across 12 contracts in three (3) states, managing a fleet of over 200 buses and 600 operators.



Mr. Carrion holds a Bachelor of Science in Workforce Education and Development and an Associate Degree in Information Systems Management, equipping him with a strong foundation in organizational development and technical expertise. He is a **20-year veteran of the Air Force** and holds a **Six Sigma Black Belt Certification**. His education is complemented by a Project Management Certificate from Villanova University.

Mr. Carrion's career in the transit sector began at the Corpus Christi Regional Transportation Authority (CCRTA), where he was eventually promoted to the position of Chief Executive Officer. There, he was responsible for delivering quality services on 44 routes, which included 90 fixed routes and 40 paratransit vehicles. This resulted in over 5.5 million annual passenger trips, with an excess of 250,000 annual service hours and more than 2.8 million annual miles.



Mr. Carrion's advocacy and outreach skills include government regulations and relations, collaboration with public stakeholders, and building alliances across a wide range of stakeholders. His leadership has led to the successful implementation of 15 projects, resulting in increased operational efficiencies, productivity, and annual cost savings of over $1.5 million. He has completed the construction of a $7.3 MM vehicle maintenance facility, on time and within budget, as well as invested over $6 MM in bus stop improvements, increasing accessible bus stops from 6% to 53%.



His commitment to responsible financial stewardship has reduced costs by $1.5 million over two (2) years by implementing projects to reengineer the service delivery process to improve customer satisfaction. Not only has he revamped paratransit operations, including scheduling, dispatch, and reservations, to increase productivity to 2.70 passengers per hour, but his selective investment in community outreach programs has also resulted in a 13% increase in ridership alongside a 30% drop in complaints compared to previous years.

Logan McLeod, SVP Business Development

Current SVP, Sales & Partnerships - ProKel Mobility

Logan McLeod, **Strategic Growth Advisor** at ProKel Mobility, has a decade of experience in leading go-to-market efforts and closing high-impact partnerships across the technology, transportation, and education sectors. At ProKel, Mr. McLeod supports business development, tech-enabled innovation, strategic partnerships, customer acquisition, and revenue growth. His work across the private and public transit sector markets contributes to the company's overall efforts to scale ProKel Mobility's presence nationwide.



Mr. McLeod's extensive experience in **senior executive management positions** has yielded significant successes **for major companies and industry-leading organizations involved in mobility operations.** Earlier in his career, he generated over $100M in qualified opportunities at **MV Transportation** by leading competitive procurement efforts and expanding into new verticals. At **Lyft**, Mr.McLeod built and scaled the Education Partnerships vertical, expanding university-exclusive programs from 35 to 112 campuses. His efforts helped double Lyft's ride revenue in under a year. He later led sales operations for **Lyft Business, serving as Head of Strategic Business Solutions**, **where he led a team of 18 and provided support for Lyft's billion-dollar B2B division, focusing on** forecasting, analytics, and enablement. He followed this success by overseeing a portfolio of 80+ transit and advertising partnerships at **Circuit**; as **Vice President of National Business Development and Partnerships**, Mr. McLeod's efforts resulted in driving a 98% YoY

revenue growth. His strategic decision-making helped solidify Cricut as a leader in the electric microtransit industry.

Mr. McLeod is an adept relationship manager with expertise in building trust, delivering value and creating long-term relationships with clients, prospects, and strategic partners. He has a strong track record overseeing business development, branding, and marketing strategies; his experience with SaaS transportation platforms and planning mobility operations informs his current work in the transportation sector. By integrating various multimodal transportation methods and Mobility as a Service (MaaS) technologies, he hopes to optimize the way cities operate effectively.

Executive Experience

- Circuit - VP, Sales and Partnerships (June 2023 - May 2025)
- Lyft - Head of Strategic Business Solutions (Sep 2022 - June 2023)
- Lyft - Head of Higher Education Partnerships (Feb 2021 - Oct 2022)
- Lyft - Senior Business Development Manager (Feb 2019 - Feb 2021)
- MV Transportation - Director of Business Development (Jan 2016 - Dec 2018)
- National Association of Railroad Passengers - Assistant To The 50th Anniversary Chairman and Director of Development (Aug 2013 - Jan 2016)

Projects

- **Millennial Student Support Transportation Outreach Program:** Mr. McLeod provides leadership to this university-based grassroots support campaign, which aims to educate students about the importance of advocating for the creation, expansion, and preservation of transportation.

Justin Cayless - Dedicated Project Manager
ProKel Senior Vice-President



Justin Cayless would serve as the General Manager, utilizing his **seven (7)+ years of experience** working in transit operations. Justin brings years of experience as an expert in operational efficiency and effectiveness for our clients. Most recently, he has been an effective problem solver, serving as Interim Senior Director of Operations for the New Orleans Regional Transportation Authority (RTA).

He began as Director of Operations for the **New Orleans Regional Transit Authority's (RTA**) bus and streetcar divisions. During this time, he was responsible for an annual budget of $115 million, which included multiple contracts for services and products as well as SLAs, in addition to creating RFIs and RFQs for innovative solutions. His purview also comprises contract management and budgeting for existing agreements as well as planned future agreements, including P&L reporting and budgeting.

RTA RATP DEV PROKEL Mobility JACKSONVILLE TRANSPORTATION AUTHORITY

Mr. Cayless used data analysis to determine the number of employees needed to meet service level agreements for service delivery. He was responsible for over 600 employees, ranging from full-time salaried positions to unionized skilled roles, as well as direct oversight of customer service, fixed-route bus and rail operations, the control center, planning and scheduling, and data science departments. He also managed a fleet in excess of 133 fixed-route vehicles and sixty-six (66) light rail street cars, to include the implementation of an improved transportation asset management plan. He developed the KPI dashboard through the Power BI platform to ensure accurate and comprehensive measurement of staff and system performance. He also implemented best practices throughout the system through coordination. He spearheaded the implementation of customer relationship management software and the one-call resolution initiative for customer service, including cross-training and setting metrics.

In addition to his responsibilities, he successfully served as the FEMA ICS Commander for Hurricane Ida for both the city and the state. He developed a comprehensive Emergency Preparedness Plan that included developing SOP, policies and procedures to exceed compliance requirements. After successfully running operations before, during and after Hurricane Ida, Mr. Cayless was promoted to Interim Senior Director of Operations for the New Orleans Regional Transportation Authority (RTA). There, he increased positive customer feedback in all areas surveyed. He served on various public boards as the public transportation liaison, recruiting and training a new management team to promote an organizational shift in trajectory, incorporating data-driven decision-making, and utilizing technology to improve transportation service delivery and customer service. He also created monthly operations reports and

delivered reports to the senior leadership team as well as the NORTA Board of Directors. He also successfully negotiated with ATU leadership to create an agreed-upon contract.

Mr. Cayless specializes in providing ADA and other disability-focused services. His major responsibilities included assisting with oversight for paratransit, customer service, eligibility, travel training, functional assessment, scheduling, and other roles related to paratransit service. He also served as an ad hoc member of the Mayor's Disability Council Board, reporting on paratransit services. He responded to any concerns or requests from the City of Jacksonville related to public transportation.

He collaborated with organizational, industry, national, and international leaders to create innovative solutions to traditional problems within the public transportation and customer service industries, known as GlobalJax. This collaborative group works together to promote regional growth through partnerships and collaboration. Mr. Cayless also successfully implemented the Fixed Route, Route Optimization Initiative (ROI), Bus Rapid Transit (BRT) Program, and On-Time Performance (OTP) Implementation projects as Fixed Route Supervisor. These all helped innovate and provide agile and responsive service. From 2015 to 2021, he was the EOC Representative for public transportation in Jacksonville, FL, supporting various events. He served on vendor selection committees for fixed route, paratransit, and other RFPs/RFQs, managed contracted paratransit services, and contributed to annual budget reviews. He trained employees to improve KPIs in operations, customer service, and eligibility, leading to updated paratransit policies, including the riders' guidebook. He ensured compliance with FTA, FDOT, and CTD regulations.

John Petillen

Operations Supervisor



John Petillen has over ten (10) years of experience in the transportation industry. He has a demonstrated ability to train, motivate, and mentor employees to achieve our corporate goals. Mr. Petillen quickly identifies potential issues and finds timely solutions for any problem. He has a proven track record of streamlining procedures that improve safety and increase production.

Mr. Petillen oversees ProKel's daily operations. He manages over 75 employees and ensures compliance with policies and procedures, including safety standards. He works to complete projects in a timely manner and maintains open communication with all departments to ensure ProKel meets and exceeds client expectations.

Frank Ciccarella

Vice President of Safety



Frank Ciccarella has over forty (40) years of senior executive experience in safety and training transportation. He joined ProKel Mobility in October 2020 and has positively reshaped the safety culture within the company.

Winner of the 2007 American Public Transportation Association (APTA) Gold Award for the best overall safety program in America and now Vice Chairman of the APTA Bus Safety Committee, Mr. Ciccarella has gone from strength to strength, conceiving, creating, implementing and directing a great number of transportation safety programs— especially paratransit safety and customer

care driver training programs. He has been rewarded by seeing these programs come to fruition, which has raised the safety and customer care levels in the companies concerned. He has expertise as a senior executive in a $2.2 billion passenger transportation company and has directed large-scale change management processes.

Lashonda Carter

Regional Safety Manager



Lashonda Carter is highly proficient in the Smith System and LLLC defensive driving programs. She incorporates these programs as the foundation of her organizational behavior disciplines and management theories. She joined ProKel in 2017, and the company immediately felt the impact. Our accident frequency rate decreased by 43%. This not only ensured the safety of our passengers and drivers but also affected the financials of our company; we were able to lower our pricing due to decreased insurance premiums, which in turn allowed us to be more price-competitive for our customers and helped them be better stewards of the funds they receive for our services.

Ms. Carter has a No Unsafe Zero (0) Tolerance Policy, which ensures the safety of the passengers on the road. She also has multiple positive behavior incentive programs that encourage safe driving. She is a big believer in positive reinforcement. Her monthly positive behavior and incentive programs keep our drivers on their toes and excited about safety while boosting the overall morale of our company. The standard she sets at the location is evident when we receive positive customer service commendations from riders. She always preaches that great safety habits and great workforce morale will trickle down to the service provided.

Workforce Development Best Practice Success

- Established a **Georgia-based Workforce Development Office**, designed to recruit, train, and retain transportation professionals at scale.
- Hosted hiring events yielding **4,000+ applications in a single week**, with the capacity to hire **100+ operators in one day**.
- Introduced **celebrity-driven recruitment campaigns** (partnering with NFL athletes and public figures) to strengthen visibility and attract high-quality candidates.
- Maintained **industry-leading retention rates above 95%** and turnover rates under 6% by fostering a supportive, incentive-driven workplace culture.



The ProKel Approach - Leading with Safety & Backed by Innovation

Safety First, Always

- ProKel operates under a "**Safety First – Safety Always**" philosophy, with some of the industry's lowest incident rates.
- Proactive training and performance incentives ensure safety is embedded in every level of operations.

Turnkey Operations

- From staffing and fleet management to technology integration and community outreach, ProKel delivers **end-to-end mobility solutions**.
- Expertise across fixed-route, paratransit, microtransit, and event shuttle operations.

Proven Workforce Model



- **KelHire** guarantees agencies remain fully staffed with trained operators, dispatchers, and support staff.
- Results in Florida (the City of North Miami Beach, South Florida Regional Transportation Authority, and the City of Coral Springs) show the model's ability to **rapidly recruit, train, and retain** workforce talent while sustaining long-term performance.

Local Accountability with National Strength

- Supported by a national corporate team with **over 200 years of combined transit leadership experience**, ProKel pairs scale and expertise with **hands-on, Florida-based management**.
- **200+ years combined leadership experience; proven workforce platform (KelHire).**



ProKel's strength is built on more than 200 years of combined leadership experience from former C-suite executives, senior operations leaders, and transit innovators. This leadership team brings expertise from some of the nation's largest public transit systems, combining deep industry knowledge with a track record of operational excellence. To support scalable, high-quality staffing, ProKel developed KelHire, our proprietary workforce platform that streamlines recruitment, vetting, scheduling, and ongoing performance management. KelHire ensures Oakland Park's service will be staffed with professional, well-trained operators and supervisors who are prepared to deliver consistent customer service and safety. By combining common challenges in staffing and retention, KelHire ensures stability and continuity for city shuttle operations. This combination of leadership depth

and workforce innovation positions ProKel as the strongest, most capable partner for Oakland Park.

Event and Large-Sale Shuttle Expertise (Miami Open, Grand Prix, Dolphins, Hurricanes)

ProKel Mobility has worked with numerous clients across the nation. Each of these clients had their own unique needs and challenges. ProKel Mobility worked closely with each of these entities to ensure that each project was met with satisfaction and success. Below, we have provided a list of these clients:

- ★ City of North Miami Beach
- ★ City of Coral Springs
- ★ South Florida Regional Transportation Authority
- ★ Formula 1: Miami Grand Prix
- ★ Miami Open
- ★ Miami Dolphins Hard Rock Game Shuttles
- ★ Miami Hurricanes Hardrock Game Shuttles
- ★ Central Ohio Transit Authority
- ★ Valley Metro Regional Public Transportation Authority
- ★ Central Florida Regional Transportation Authority (Lynx)
- ★ Jacksonville Transportation Authority
- ★ Grand Rapid Transit Services: The Rapid
- ★ Nassau Inter-County Express
- ★ Lehigh and Northampton Transportation Authority
- ★ Palm Tran Connection

Additionally, ProKel would like to highlight the following references:

Miami Dolphins Bus Shuttle | Miami Beach, FL



Contact: Mr. Merrell Higer, Senior Director, 305-943-6690, MHiger@dolphins.com

Dates of Services Provided: 2023 - Present

Project Summary: Shuttle Bus and ADA Transportation for Miami Dolphins, Miami Hurricanes, Hard Rock Stadium Events

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Formula 1 Crypto.com Miami Grand Prix | Miami Gardens, FL

Contact: Mr. Merrell Higer, Senior Director, 305-943-6690, MHiger@dolphins.com

Dates of Services Provided: 2023 - Present

Project Summary: ProKel provides Shuttle Bus and ADA Transportation Services.

Commitment & Quality Improvement

Rather than relying on gimmicks, ProKel Mobility focuses on proven operating processes and procedures to ensure a stable service that prioritizes the important qualitative aspects – safety, reliability, and customer service.

ProKel is committed to providing high-quality services while developing cost-containment measures that will lead to a sustainable transit system for our partners. ProKel collaborates with all stakeholders to develop formal process improvement programs that aim to identify areas for improvement in operations, dispatching, scheduling, and administration. We are dedicated to leveraging corporate resources to drive sustainable improvements, helping transit systems across the nation embrace modern, convenient, tech-driven, and rider-focused multimodal transportation solutions!

ProKel's goals when implementing quality improvement measures are:



ProKel will promptly communicate any equipment or service issues to City Staff, as well as rider complaints. A prompt response to all complaints, comments, and commendations is critical to achieving customer service excellence. ProKel's personnel will report all passenger complaints and operational problems to the City's project manager/point of contact, within twenty-four (24) hours of discovery. All employees are taught to exhibit professionalism and care when receiving a complaint.

Complaint Resolution

Complaint Handling and Complaint Resolution Procedures

ProKel will receive complaints through the customer service call center. The call center will log the complaint in the database, including the time, date, issue category, complainant's name, phone number, and a brief description of the incident. They will then send an email to our Supervisory Staff and Operations Manager indicating that a complaint has been received. The OM will review the information in the database and assign it to a supervisor for investigation.

The Supervisor will investigate the complaint, enter information about the investigation into the database, and issue corrective actions within five days.

"Hot issues" will be handled in a similar manner; however, the investigation will be classified as urgent and will take place within 24 hours of the incident. For all "hot issue" complaints, the driver will be removed from service until the matter is settled.

The company's general guidelines for handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to document and confirm the details of the comment accurately.
- If the comment is a complaint, inform the customer that it will be investigated and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for their time.

ProKel will immediately take appropriate action and begin an investigation into all complaints to determine their validity. Serious complaints will be immediately brought to the attention of the regional vice president and the City. Depending on the nature of the complaint, either the general manager and/or the regional vice president will personally handle these types of complaint investigations.

Summary of Dispute Resolution, Communication & Contingency

- Issues escalated to the Supervisor → Project Manager → COO/CEO.
- Written resolution in five (5) business days; urgent in 24 hours.
- 24/7 dispatch and RideKel dashboards for transparency.
- Logan McLeod will coordinate sponsorships, tech partnerships, and county alignment.
- Spare ADA bus, float pool of operators, and hurricane preparedness protocols.

Through its proven service standards, which have been in place for over 10 years, ProKel ensures that Oakland Park's riders have clear accountability, strong communication, and uninterrupted service.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to gather details about the complaint.
- Conversation with all operators, dispatchers, road supervisors and any other staff involved in the situation.
- Review any vehicle camera clips related to the event.
- Review of any call recordings relating to the event.
- Review of all dispatch logs, trip sheets/manifests.

All steps taken during the investigation will be documented and filed. If the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee's or employees' employment file, and a letter acknowledging the complaint and the remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City, and the complaint will be logged and included in all monthly reports, as required.

Our locally based maintenance and operations infrastructure enables an immediate response to service issues and the rapid deployment of backup vehicles when needed, minimizing disruptions to passengers. Additionally, ProKel prioritizes collaboration with city staff, providing comprehensive training, transparent reporting, and data-driven insights to inform continuous service improvement. With a leadership team experienced in public agency operations and our commitment to community-driven service, ProKel is well-equipped to deliver a seamless, efficient, and sustainable shuttle program that meets the needs of Oakland Park residents.

Our experienced maintenance team ensures preventive maintenance, timely inspections, and rapid response to any issues.

Driver's Vehicle Inspection Report

The Driver Vehicle Inspection Report (DVIR) developed by Coach USA is designed to ensure that all vehicles are safe and reliable before being dispatched. Every vehicle has a DVIR book, and all DVIRs are filed and retained for that vehicle in accordance with FTA requirements. DVIR books are held by the dispatch office whenever the vehicle is at the facility. At the start of a shift, the operator receives the DVIR book from dispatch and completes the pre-trip inspection.



BOUND EDGE

DRIVER'S VEHICLE INSPECTION REPORT

AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS

CARRIER: _____

LOCATION: _____

DATE: _____ TIME: _____ A.M. _____ P.M.

TRACTOR/ TRUCK NO.: _____ ODOMETER READING BEGIN: _____ END: _____

CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"

Prt = Pre-Trip	Pot = Post-Trip	RR = Requires Repair
Pr Pot RR	Pr Pot RR	Pr Pot RR
☐ ☐ ☐ Air Compressor	☐ ☐ ☐ Front Axle	☐ ☐ ☐ Safety Equipment
☐ ☐ ☐ Air Lines	☐ ☐ ☐ Fuel Tanks	Fire Extinguisher
☐ ☐ ☐ Battery	☐ ☐ ☐ Generator	Flags - Flares - Fusees
☐ ☐ ☐ Belts and Hoses	☐ ☐ ☐ Horn	Reflective Triangles
☐ ☐ ☐ Body	☐ ☐ ☐ Lights	Spare Bulbs and Fuses
☐ ☐ ☐ Brake Accessories	Head - Stop	Spare Seal Beam
☐ ☐ ☐ Brakes, Parking	Tail - Dash	☐ ☐ ☐ Starter
☐ ☐ ☐ Brakes, Service	Turn Indicators	☐ ☐ ☐ Steering
☐ ☐ ☐ Clutch	☐ ☐ ☐ Mirrors	☐ ☐ ☐ Suspension System
☐ ☐ ☐ Coupling Devices	☐ ☐ ☐ Muffler	☐ ☐ ☐ Tire Chains
☐ ☐ ☐ Defroster/Heater	☐ ☐ ☐ Oil Level	☐ ☐ ☐ Tires
☐ ☐ ☐ Drive Line	☐ ☐ ☐ Radiator Level	☐ ☐ ☐ Transmission
☐ ☐ ☐ Engine	☐ ☐ ☐ Rear End	☐ ☐ ☐ Trip Recorder
☐ ☐ ☐ Exhaust	☐ ☐ ☐ Reflectors	☐ ☐ ☐ Wheels and Rims
☐ ☐ ☐ Fifth Wheel		☐ ☐ ☐ Windows
☐ ☐ ☐ Fluid Levels		☐ ☐ ☐ Windshield Wipers
☐ ☐ ☐ Frame and Assembly		☐ ☐ ☐ Other

TRAILER(S) NO.(S): 1 _____ 2 _____

Pr Pot RR	Pr Pot RR	Pr Pot RR
☐☐☐ Brake Connections	☐☐☐ Landing Gear	☐☐☐ Straps
☐☐☐ Brakes	☐☐☐ Lights - All	☐☐☐ Tarpaulin
☐☐☐ Coupling Devices	☐☐☐ Reflectors/Reflective Tape	☐☐☐ Tires
☐☐☐ Coupling (King) Pin		☐☐☐ Wheels and Rims
☐☐☐ Doors	☐☐☐ Roof	☐☐☐ Other
☐☐☐ Hitch	☐☐☐ Suspension System	

Remarks: _____

☐ CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

DRIVER'S SIGNATURE _____

☐ ABOVE DEFECTS CORRECTED

☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE _____ DATE: _____

DRIVER'S SIGNATURE _____ DATE: _____

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4253

If any defects that limit the safe and reliable operation of the vehicle are identified during the pre-trip inspection, they are either fixed before the vehicle leaves the facility or an alternative vehicle is used. At the end of the shift, the operator completes the post-trip inspection, fills out the DVIR and returns the DVIR book to dispatch.

Dispatch staff review returned DVIR books. If the vehicle requires repairs, Dispatch will hand over the DVIR book to maintenance for the defects to be addressed.

A Vision for Connected Mobility

Imagine an Oakland Park where city, county, and regional transportation services are seamlessly integrated, offering residents a range of mobility options. By connecting data, processes, and

people, we can create safer, smarter, and more responsive communities that prioritize the needs of Oakland Park residents.

Customer-Driven Transportation

Today's transportation landscape is shaped by customer preferences. Riders demand control over trip planning, payment methods, and service availability. This shift is driving both public and private providers to rethink how transportation services are designed and delivered.

Case Study: Coral Springs – A Replicable Model for Oakland Park

Took over in 2023 from the previous Contractor after 18-plus years of declining performance.



In 2023, ProKel Mobility assumed operations of the Coral Springs Green and Blue routes following more than two (2) decades under previous management, during which the system faced declining reliability, missed trips and staffing shortages. Leveraging our proven approach from North Miami Beach, we quickly stabilized operations, strengthened oversight, and implemented a workforce-first model that restored service quality and built community confidence.

Within 30 days: 100% staffing, OTP above standards, >95% retention.

ProKel deployed KelHire, our proprietary recruitment and training platform, to rapidly onboard and train drivers, achieving full staffing within 30 days of the contract start date. Through enhanced scheduling, proactive fleet maintenance, and operator support, on-time performance (OTP) now consistently exceeds City and County standards. Operator retention has remained above 95%, with turnover under 6%, ensuring continuity of service and eliminating missed trips caused by workforce gaps.

Ridership: +34% YOY, 9–10 PPH vs. BCT minimum of 7

Targeted community engagement and strategic route optimization drove a 34% year-over-year increase in combined ridership across the Green and Blue routes. Passenger productivity now reaches nine (9) to 10 passengers per vehicle hour (PPH), surpassing the Broward County Transit standard of seven (7) PPH. These outcomes demonstrate the effectiveness of data-driven scheduling, route adjustments, and proactive outreach in driving both ridership and rider satisfaction.

Tech: Introduced RideKel real-time tracking + dashboards.

ProKel introduced RideKel, our multimodal rider platform, providing real-time vehicle tracking, rider alerts, and operational dashboards. City staff can now monitor OTP, ridership, and operator utilization in real time, enhancing transparency and enabling data-driven decision-making. This technology also lays the groundwork for future integration of on-demand services alongside fixed routes.

Engagement: HOA briefings, schools, multilingual rider guides.

ProKel implemented a comprehensive community engagement program that included HOA briefings, school partnerships, and multilingual rider guides in English, Spanish, and Creole. Pop-up events, workshops, and direct rider outreach strengthened public trust and awareness. These efforts not only increased ridership but also created a replicable model for community-first transit engagement that can be applied across other service areas.

Case Study: North Miami Beach – Long-Term Sustainability



Took over five (5) routes in 2020 (4k monthly riders).

In 2020, ProKel Mobility assumed operations of five (5) North Miami Beach routes, serving approximately 4,000 riders per month at the time. The system faced aging infrastructure, inconsistent service, and low rider satisfaction. Leveraging our proven operational model, we prioritized workforce stabilization, route efficiency, and customer engagement to enhance reliability immediately. This foundation set the stage for long-term system sustainability and future growth.



Headway optimization → reduced round-trip times from two (2) hours to 45 minutes.

ProKel conducted a detailed analysis of boarding and alighting patterns to streamline stop sequences and optimize headways. By adjusting schedules and consolidating stops, we reduced round-trip travel times from two (2) hours to just 45 minutes on core routes. These improvements increased service frequency, reduced wait times, and enhanced operational efficiency, ultimately benefiting both riders and the city's resources.



Ridership now 10k monthly (20-year high).

Through strategic route optimization, targeted community outreach, and enhanced customer experience, monthly ridership grew from 4,000 to 10,000—a 20-year high. This growth reflects the success of data-driven operational changes and consistent service quality, validating ProKel's holistic approach to public transit management. The community-first initiatives, including workshops and multilingual rider guides, directly contributed to increased adoption and rider satisfaction.



Tech modernization + service redesign in 2025: electric microtransit and multimodal integration.

In 2025, ProKel introduced technology-driven solutions and service redesign, including electric microtransit for low-demand areas and multimodal integration with regional transit. The RideKel platform offers real-time tracking, dynamic routing, and operational dashboards, allowing both riders and city staff to interact with the system efficiently. These upgrades modernized the

network, increased accessibility, and supported environmentally sustainable, future-ready transit options.

Workforce Excellence: Proven by the Numbers



MARTA paratransit launch (2023).

In December 2023, ProKel Mobility launched its paratransit services for the Metropolitan Atlanta Rapid Transit Authority (MARTA), bringing safe, reliable, and fully managed transit operations to the region. The initiative leveraged ProKel's turnkey model, integrating staffing, fleet management, and technology to ensure seamless service from day one. Our Georgia-based leadership worked hand-in-hand with MARTA to align operations with community needs and regulatory standards. This launch demonstrates our ability to implement complex transit programs efficiently while maintaining high-quality service.



The Workforce Office received over 4,000 applications in one week and maintains the capacity to hire more than 100 operators daily.

ProKel established a Georgia-based Workforce Development Office to rapidly recruit, train, and deploy transit professionals. In a single week, hiring events generated over 4,000 applications, showcasing our ability to attract top talent at scale. The office is equipped to onboard more than 100 operators per day, ensuring full staffing and operational resilience. This infrastructure supports both immediate launch needs and long-term sustainability of transit services.



Celebrity recruitment campaigns.

To enhance visibility and attract high-quality candidates, ProKel partnered with NFL athletes and public figures in celebrity-driven recruitment campaigns. These initiatives boosted community awareness, generated excitement around employment opportunities, and positioned ProKel as an employer of choice in Georgia. The campaigns complemented our high-volume hiring events, ensuring a strong and motivated workforce.



Retention >95%, turnover <6%

Through a supportive workplace culture, structured training, and performance incentives, ProKel has achieved industry-leading retention rates, exceeding 95%, with turnover rates under 6%. This stability ensures consistent service delivery and eliminates operational disruptions caused by workforce gaps. Our retention success highlights the effectiveness of ProKel's workforce development model across multiple states and transit systems.



Workforce differentiator: rapid stabilization for staffing.

ProKel's proven workforce model is a key differentiator, enabling rapid stabilization and full staffing for new contracts, including potential operations. By combining high-volume recruitment,

accelerated onboarding, and structured retention programs, we can rapidly deploy a trained and motivated workforce.

By implementing these same practices in ProKel will ensure uninterrupted service from the start and positions Oakland Park to benefit from a sustainable, high-performing transit team.

Technology Enhancements

- **RideKel multimodal platform: real-time AVL tracking, rider alerts, trip planning, multilingual ADA-compliant interface.**

ProKel's RideKel platform will modernize Oakland Park transit with real-time vehicle tracking, automated rider notifications, and an intuitive multilingual interface. It supports ADA compliance and empowers riders to plan trips efficiently across modes.



- **Dashboards: Performance Monitoring for City Staff.**

City staff gain access to operational dashboards that monitor OTP, ridership, and fleet utilization in real-time, improving management and oversight.

- **GTFS integration: visible on Google Maps + County trip planners.**

Public-facing GTFS feeds ensure routes are accessible via Google Maps and County trip planners, increasing discoverability and convenience.

- **Scalable to microtransit and EV fleet.**

The platform is future-ready and capable of integrating on-demand electric microtransit and sustainable fleet options as Oakland Park expands its service offerings. ProKel Mobility revolutionizes transit systems by integrating cutting-edge technology, profoundly enhancing the rider experience and agency oversight. The deployment of ProKel's proprietary rider platform offers essential features, including real-time arrival and vehicle tracking, as well as rider alerts, seamlessly connecting local services with regional transit options.

Introduced ProKel's multimodal rider platform with **real-time tracking, rider alerts, and performance dashboards.**

Equipped City staff with tools to **monitor ridership, OTP, and operator utilization in real time**.

Created a foundation for **future multimodal integration**, building upon the model launched in North Miami Beach that unites fixed-route and on-demand services.

Community Engagement Plan

- **Multilingual rider guides (English and Spanish).**

ProKel engages residents with multilingual rider guides, pop-up events, and educational workshops to improve awareness and usability of transit services.

- **HOA, senior centers, school partnerships.**

Partnerships with local organizations create strong community connections, driving ridership and increasing trust in the transit system.

- **Pop-up events, ambassadors, "How to Ride" workshops.**

Interactive programs educate riders, provide hands-on guidance, and encourage first-time transit users to adopt public transportation.

- **Proven results: Coral Springs ridership +34%; NMB ridership tripled**

These strategies have consistently produced measurable ridership growth in ProKel's Florida operations, demonstrating the effectiveness of community-focused engagement. **ProKel's approach emphasizes transparency, education, and accessibility:**

- ★ **Multilingual communications in English, Spanish, and Haitian Creole**
- ★ **Pre-launch community meetings and workshops ahead of service changes**
- ★ **Ensuring no rider is left behind—all destinations remain accessible via either fixed-route or on-demand service**





Workforce Development & Personnel

- **KelHire staffing platform: rapid onboarding, retention programs, CDL reimbursement.**

ProKel's KelHire platform ensures rapid onboarding and retention of qualified operators, with CDL reimbursement and structured incentive programs supporting workforce stability.

- **Local hires prioritized.**

ProKel emphasizes local recruitment to strengthen community ties and ensure staff are invested in the neighborhoods they serve.

- **An incentive-driven culture ensures stability.**

Retention rates above 95% and turnover under 6% reflect a culture that rewards performance and fosters long-term workforce commitment.

- **Leadership: CEO Kelly Gonzalez Jr., COO Ed Carrion, SVP Business Development, Logan McLeod, SVP of Operations Justin Cayless**

Experienced leadership brings over 200 years of combined transit management expertise, ensuring Oakland Park operations benefit from national-level guidance and local accountability. The ProKel Mobilities team overview is provided in the "*Who We Are" section*.

Vehicle Maintenance & Operations

- **Preventive maintenance program, >95% vehicle availability.**

ProKel maintains a robust preventive maintenance program, ensuring vehicle availability consistently exceeds 95% and minimizing service disruptions.

- **Local Broward facility + mobile units.**

Proximity to a local facility and mobile support units ensures rapid response for repairs and routine maintenance.

- **ADA/FTA/14-90 compliance.**

All vehicles and stops comply with federal accessibility regulations, ensuring equitable service for all passengers.

- **DVIR pre/post inspections.**

Daily vehicle inspections safeguard safety, operational readiness, and service reliability.

- **Backup vehicles staged.**

Contingency vehicles are always available to prevent missed trips in case of mechanical issues.

- **Event transport capability: ADA vans, charter buses.**



ProKel provides flexible event transportation with ADA-compliant vans and charter buses for large-scale community events. ProKel can provide additional vehicles in the event a vehicle is taken out of service, ensuring no

disruption to scheduled service. Our fleet includes ADA-accessible backup vehicles to ensure equitable service for all riders. ProKel has demonstrated its ability to respond quickly and effectively in similar contracts, **including the Coral Springs Community Shuttle, where we achieved 100% staffing and eliminated missed trips.** This readiness ensures passengers can rely on safe, accessible, and uninterrupted service.

ProKel Mobility has **over ten (10) vehicles dedicated for backup** that, at any time, could be put into service. **ProKel Mobility has never missed an hour or a day of service in over 10 years due to a lack of backup vehicles.**

Additionally, ProKel Mobility has **over 100 drivers employed in the South Florida metropolitan area,** which can assist with the expansion and implementation of new services.

Future Services: Multimodal Integration

- **On-demand electric microtransit zones.**

ProKel introduces scalable electric microtransit zones to complement fixed-route services, improving coverage and efficiency in lower-demand areas.

- **Integration into the RideKel platform alongside the fixed-route.**

All services are integrated into the RideKel platform for seamless trip planning and real-time operational oversight.

- **EV/sustainable fleet adoption.**

Future fleet expansions prioritize electric and sustainable vehicles, reducing environmental impact.

- **Regional coordination: Oakland Park, BCT, Tri-Rail.**

ProKel's innovative transit model drives dynamic regional coordination among Oakland Park, Broward County Transit (BCT), and Tri-Rail, strengthening connectivity and multimodal integration throughout Oakland Park and its surrounding communities. By actively prioritizing efficiency, accessibility, and rider satisfaction, ProKel aligns with South Florida's regional mobility goals through the following initiatives:

Multimodal Integration: ProKel is actively launching an all-in-one rider application that seamlessly integrates its fixed-route and on-demand services with Miami-Dade Transit and Broward County Transit. This cutting-edge platform empowers riders to plan journeys effortlessly across multiple transit networks, delivering a unified and streamlined travel experience.

Community Outreach: ProKel engages diverse communities through multilingual public education campaigns, hosts interactive "App 101" workshops, and distributes accessible, user-friendly rider guides. These efforts are equipping residents with the tools and knowledge to confidently adopt and navigate the integrated transit system.

This forward-thinking model sets a precedent for municipal transit networks, fostering robust regional collaboration, enhancing service accessibility, and elevating rider satisfaction while advancing sustainable mobility across South Florida.

Proposed Schedule and Pricing

Proposed Service Schedule and Operating Hours				
Schedule	Total Annual Operating Days	Daily Hours	Routes	Annual Operating Hours
Mon. - Fri.	**260**	**10.5**	**1**	**2,730**

NOTE: *The proposed service schedule and hours of operation are consistent with the ProKel Coral Springs contract, with the* ***exception of no weekend service hours****.*

Proposed ProKel Mobility Year 1 Cost	
Coral Springs Hourly Rate	***$76.75***
Oakland Park Annual Hours	***2,730***
Total Number of Vehicles	**1**
Oakland Park Annual Cost	**$209,527.50**

NOTE: *The proposed service cost reflects the Coral Springs contracted hourly rate of $76.75.*

Conclusion

ProKel Mobility is proud to present a comprehensive proposal to launch the **City of Oakland Park's first Community Shuttle service**—a reliable, equitable, and technology-enabled mobility solution that establishes the foundation for the City's long-term transit future. This new weekday fixed-route service will operate approximately **10.5 hours per day, Monday through Friday**, delivering consistent coverage across Oakland Park's neighborhoods and connecting residents to major destinations, including employment centers, grocery stores, healthcare facilities, schools, and civic spaces.

The service design provides seamless integration with **Broward County Transit (BCT)** routes along **Dixie Highway, Powerline Road, Commercial Boulevard, and Oakland Park Boulevard**, ensuring that every resident gains convenient first-and mile access to regional transit. The network has been strategically structured to maximize connectivity, reduce travel barriers, and promote equitable access for residents who rely on public transportation for their daily mobility.

As Oakland Park's mobility partner, **ProKel Mobility will assume full responsibility for operations, staffing, technology, fleet maintenance, and customer support**, allowing the City to benefit from

a turnkey transit solution with minimal administrative burden. Over time, this foundational service can be expanded to include **additional vehicles or on-demand microtransit overlays**, creating a flexible, scalable network that evolves alongside community needs and future funding opportunities.

Benefits

- **Enhanced Rider Experience:** Frequent, predictable service and real-time tracking through RideKel deliver shorter wait times, transparent schedules, and increased rider confidence.
- **Service Adoption and High Utilization:** Consistent weekday coverage encourages adoption and supports residents who rely on public transportation for daily commutes, education, and essential trips.
- **Multimodal Connectivity:** Integration with overlapping BCT routes ensures convenient transfers and regional trip planning through the RideKel platform, connecting riders seamlessly across the county's network.
- **Equitable Community Access:** The route alignment prioritizes neighborhoods and populations with limited mobility options, ensuring that seniors, students, and low-income residents gain dependable access to employment, healthcare, and community resources.
- **Local Workforce and Economic Investment:** ProKel's KelHire workforce program ensures local recruitment, comprehensive driver training, and fully staffed operations within 30 days of contract signing. With a 95% driver retention rate and ongoing workforce development opportunities, this service directly strengthens Oakland Park's local economy.
- **Operational Excellence and Reliability:** ProKel will manage all fleet operations, maintenance, and dispatch, ensuring maximum vehicle uptime and minimal service disruption. Preventive maintenance protocols and spare vehicle availability guarantee continuity of service for Oakland Park riders.
- **Future Scalability and Innovation:** The new fixed-route service is intentionally designed with future growth in mind. As the City's needs evolve, ProKel can seamlessly integrate on-demand microtransit zones or additional vehicles to expand coverage and improve first-last mile connectivity.
- **Community Engagement and Awareness:** ProKel will lead a proactive outreach campaign—including multilingual rider materials, local events, and partnerships with schools, HOAs, and community organizations—to ensure residents are informed and ready to ride from day one.

ProKel is ready to deliver a safe, connected, and modern service.

Our proven workforce, technology, and operational model ensure Oakland Park residents benefit from a sustainable, high-quality, and community-centered transit system.

As proposed, ProKel Mobility offers a forward-thinking transportation plan to optimize the City of Oakland Park's mobility offerings. By leveraging proven technologies and rider-centric strategies, our plan aims to:

- Enhance alternative transit mode utilization.
- Optimize all transportation resources, especially outside traditional fixed-route systems.
- Deliver a modern, reliable, and safe mobility experience.

The Coral Springs current service turnaround reinforces ProKel Mobility's ability to **transform community transit systems** with:



Why ProKel Mobility

ProKel Mobility brings unmatched experience and proven results from similar South Florida partnerships, where our approach to service design, technology integration, and community engagement has produced measurable ridership growth and operational excellence. Our **RideKel platform** offers real-time tracking, multimodal trip planning, and data analytics, empowering both riders and City staff with reliable information and actionable insights.

Our company culture is built on partnership, transparency, and performance. We don't just operate transit systems—we help cities build **trusted, community-driven mobility networks** that improve quality of life, stimulate economic activity, and foster social connection.

A Partnership for Oakland Park's Future

By partnering with ProKel Mobility, the **City of Oakland Park** will introduce a safe, connected, and forward-thinking public transportation system that reflects its values of equity, innovation, and sustainability. Together, we will deliver a **turnkey weekday Community Shuttle service** that not only meets the needs of today's residents but also prepares the City for the evolving mobility landscape of tomorrow.

ProKel stands ready to deliver this transformative service—combining operational reliability, rider-focused technology, and deep community engagement—to ensure Oakland Park's new Community Shuttle becomes a lasting source of pride, accessibility, and progress for the entire city.









Recommendation Letters

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
801 NW 33rd Street | Pompano Beach, Florida 33064 | P 954-942-7245 | F 954-788-7961 | www.sfrta.fl.gov

September 30, 2025

City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

RE: LETTER OF RECOMMENDATION

To Whom It May Concern:

It is my privilege to provide this letter of recommendation on behalf of the South Florida Regional Transportation Authority (SFRTA), recognizing the outstanding work of ProKel Mobility in the operation of our Tri-Rail Commuter Bus services.

As the agency responsible for the Tri-Rail commuter rail system serving Miami-Dade, Broward, and Palm Beach counties, SFRTA relies on strategic operating partners to ensure seamless, safe, and efficient first- and last-mile connectivity for our riders. ProKel has been a critical partner in this mission, most notably through their management of the Fort Lauderdale-Hollywood International Airport (FLL) shuttle connection and related commuter bus services.

Since assuming these responsibilities, ProKel has consistently demonstrated exceptional reliability, responsiveness, and innovation. They have maintained superior on-time performance, upheld rigorous safety and maintenance standards, and ensured a high-quality rider experience. Just as importantly, they have proven to be flexible and proactive—working collaboratively with SFRTA staff to address operational challenges, adjust service to evolving rider needs, and go above and beyond the requirements of their contract.

Through their efforts, ProKel has enhanced regional connectivity by making it easier for thousands of South Florida residents, commuters, and visitors to access Tri-Rail services. Their ability to align operations with SFRTA's broader multimodal transit objectives has directly contributed to improved customer satisfaction, increased ridership, and stronger community confidence in our services.

In every respect, ProKel has proven to be a trusted, results-driven operator that shares our commitment to safe, efficient, and customer-focused public transportation. I have no hesitation in recommending ProKel Mobility as a highly capable and dependable service provider for any transit operation.

Sincerely,

David W. Dech
Executive Director

GOVERNING BOARD: Steven C. Braun | Albert J. Cacace | J.C. de Dna | Commissioner Lamar P. Fisher | Carlos A. Penin | Commissioner Raquel A. Regalado | James A. Scott | Hal R. Valeche | Robert C. L. Vaughan | Commissioner Marci Woodward | EXECUTIVE DIRECTOR: David W. Dech

City of North Miami Beach, Florida

OFFICE OF THE CITY MANAGER

Wednesday, September 30, 2025

To Whom It May Concern:

On behalf of the City of North Miami Beach, I am pleased to provide this letter of recommendation recognizing the excellent service provided by ProKel Mobility in the operation of our community trolley system.

Since assuming operations in 2020, ProKel has consistently elevated the quality and reliability of our bus shuttle trolley network. They have brought a forward-thinking approach to operations, combining strong day-to-day management with innovative service enhancements that reflect our community's needs. ProKel's commitment to rider experience, safety, and customer care has been evident in every aspect of their work.

Most recently, ProKel has partnered with the City to introduce a series of high-level improvements designed to modernize our system and strengthen regional mobility. These enhancements include the introduction of a modernized fleet, the thoughtful transition of low-demand service areas to more flexible on-demand service zones, and the integration of our trolley system with surrounding regional transit providers, including Miami-Dade Transit and Tri-Rail, through an all-in-one rider app. In addition, ProKel has conducted extensive community outreach—meeting riders where they are with multilingual education campaigns and workshops to ensure every resident remains connected.

These initiatives, coupled with ProKel's proven operational expertise, have positioned **North Miami Beach as a leader in innovative municipal transit. Riders now enjoy more** consistent service, seamless connectivity with Miami-Dade Transit and Tri-Rail, and improved access to safe, sustainable, and user-friendly transportation options. The City of North Miami Beach is proud to call ProKel Mobility a trusted partner. Their dedication, professionalism, and ability to deliver beyond expectations make them uniquely qualified to operate and enhance community-based transit systems.

Sincerely,

Frandley DeFilie, Ph.D.
City of North Miami Beach
Office of the City Manager
Senior Management Analyst

17051 NE 19th Avenue • North Miami Beach, Florida 33162 • (305) 948-2900 www.citynmb.com

To whom it may concern:

I am pleased to provide this letter of reference for **ProKel**, our trusted ADA shuttle provider, for all major events at **Hard Rock Stadium**. Over the years, ProKel has consistently demonstrated exceptional reliability, professionalism, and dedication to service.

ProKel plays a vital role in ensuring accessible transportation for guests attending a wide range of events, including:

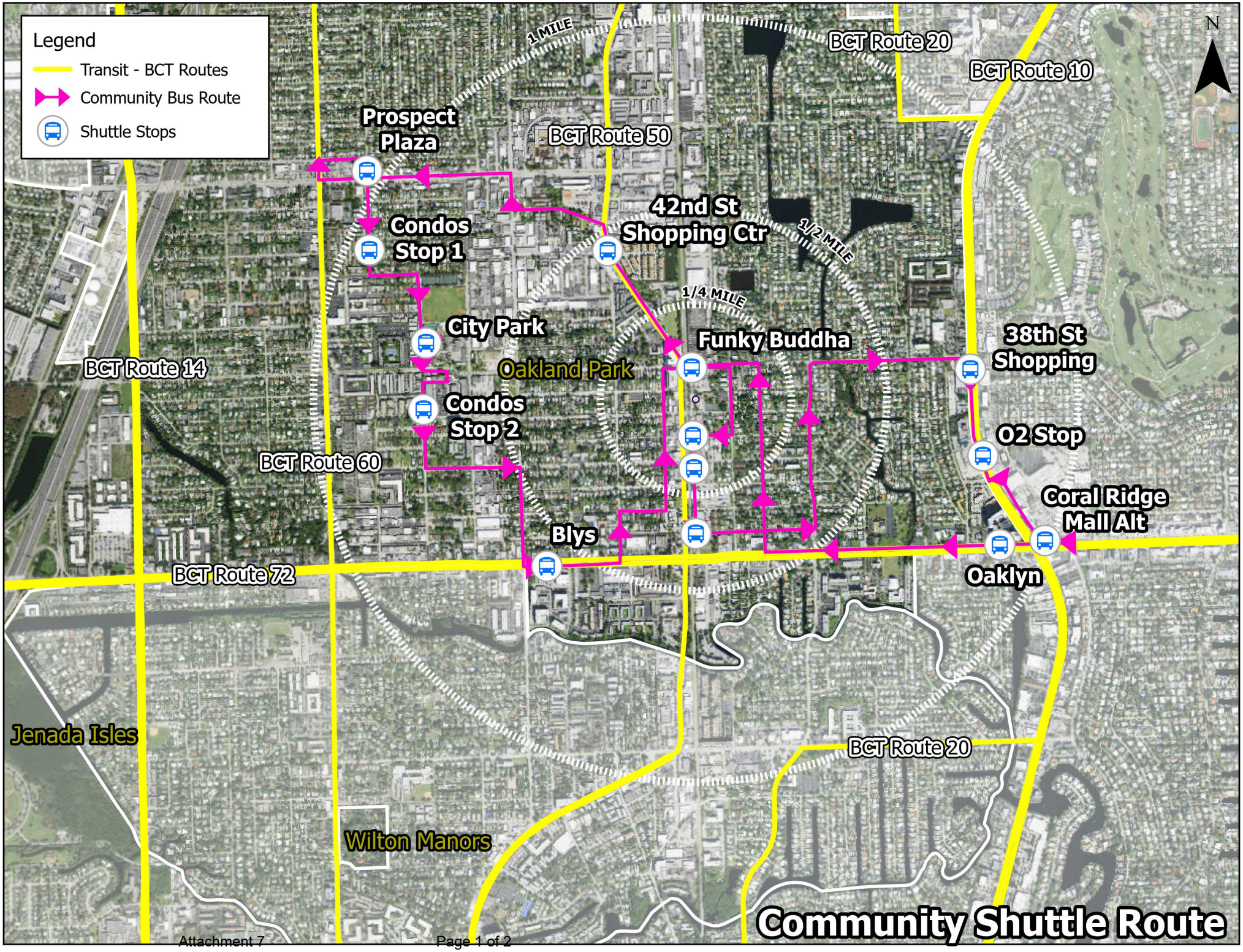
- **Miami Dolphins Football**
- **University of Miami Football**
- **Miami Open Tennis**
- **Formula 1 Miami Grand Prix**
- **Concerts and international soccer matches**
- **FIFA Club World Cup**

Their team is thoroughly trained on all shuttle routes and event logistics, ensuring smooth and efficient operations even during high-traffic, high-attendance events. They are proactive in communication, responsive to last-minute changes, and always prioritize the safety and comfort of our guests with disabilities.

We value ProKel as a key partner in our commitment to accessibility and guest experience. I highly recommend their services to any organization seeking a dependable and professional ADA transportation provider.

Sincerely,

Merrell Higer
Miami Dolphins
Senior Director, Parking
Hard Rock Stadium
347 Don Shula Drive
Miami Gardens, FL 33056
P: (305) 943-6690


Legend
Transit - BCT Routes
Community Bus Route
Shuttle Stops
1 MILE
1/2 MILE
1/4 MILE
N
BCT Route 20
BCT Route 10
BCT Route 50
Prospect Plaza
42nd St Shopping Ctr
Condos Stop 1
City Park
Funky Buddha
38th St Shopping
BCT Route 14
Oakland Park
Condos Stop 2
O2 Stop
BCT Route 60
Coral Ridge Mall Alt
Blys
Oaklyn
BCT Route 72
Jenada Isles
BCT Route 20
Wilton Manors
Community Shuttle Route

Oakland Park Community Shuttle Stop Locations

StopName	Main_Street	Cross_Street	Direction	Location	Municpality	Longitude (DMS)	Latitude (DMS)	Time Stop Point
35th Street Station	NE 12th Ave	NE 35th St	South	Nearside	Oakland Park	80° 7'52.62"W	26°10'17.52"N	
34th Court Station	NE 12th Ave	NE 34th Ct	South	Farside	Oakland Park	80° 7'52.34"W	26°10'13.58"N	
32nd Street Station	NE 12th Ave	NE 32nd St	South	Nearside	Oakland Park	80° 7'52.08"W	26°10'3.97"N	
38th Street Shopping	N Federal Hwy	NE 38th St	South	Nearside	Oakland Park	80° 7'10.81"W	26°10'27.29"N	
02 Stop	N Federal Hwy	N/A	South	No Intersection	Oakland Park	80° 7'10.10"W	26°10'17.46"N	
Coral Ridge Mall ALT	E Oakland Park	N/A	West	Nearside	Oakland Park	80° 6'59.04"W	26°10'2.36"N	
Oaklyn	E Oakland Park	NE 20th Ave	West	Nearside	Oakland Park	80° 7'5.25"W	26°10'2.61"N	
Funky Buddha	NE 38th St	N Dixie Hwy	West	Nearside	Oakland Park	80° 7'51.83"W	26°10'28.14"N	**X**
42nd St Shopping Center	N Dixie Hwy	NE 42nd St	North	Farside	Oakland Park	80° 8'4.61"W	26°10'42.62"N	
Prospect Plaza	NE 1st Terrace	Prospect Rd	South	Nearside	Oakland Park	80° 8'48.54"W	26°10'54.85"N	**X**
Condos Stop 1	NE 1st Terrace	between NE 42nd Ct and St	South	Midblock	Oakland Park	80° 8'41.92"W	26°10'43.00"N	
City Park	NE 3rd Ave	N/A	South	No Intersection	Oakland Park	80° 8'32.92"W	26°10'30.78"N	**X**
Condos Stop 2	NE 3rd Ave	between NE 2nd Ave and NE 36th St	South	Midblock	Oakland Park	80° 8'33.61"W	26°10'21.17"N	
Blys-Sprouts	E Oakland Park	East of NE 6th Ave	East	No Intersection	Oakland Park	80° 1'37.69"W	26° 1'66.52"N	**X**

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 16.

MEETING DATE: 8/5/2026

PREPARED BY:	Claudelle Rose, Program Manager Engineering and Community Development	**DEPARTMENT HEAD APPROVAL:**	ECD - Engineering/Construction
	Brad Ostroff, Interim Director Engineering and Community Development		

SUBJECT: Approval to Piggyback the City of Boynton Beach Contract with Rose Paving, LLC for Community Shuttle Stop ADA Improvements

1. BACKGROUND/HISTORY

Issue Statement: In 2018, Broward County voters approved a 30-year, one-cent surtax for transportation improvements for the purpose of increasing connectivity, relieving congestion, expanding multimodal transportation options and improving transit service. The efforts stemming from the surtax approval are contemplated as part of the Mobility Advancement Plan (MAP). The County's plan for utilization of the surtax proceeds includes funding for existing and proposed Community Shuttles.

In October 2023, Broward County Transit (BCT) approved the City of Oakland Park's Community Shuttle Program application and awarded funding for two leased community shuttle buses. The shuttle service will improve mobility throughout the City by connecting residents, businesses, employment centers, and transit hubs while providing enhanced access to regional transit services.

As part of implementing the Community Shuttle Program, several shuttle stop locations require accessibility improvements to comply with the Americans with Disabilities Act (ADA). These improvements include constructing ADA-accessible boarding pads, sidewalks, curb and gutter modifications, and installation of transit signage at designated shuttle stop locations.

Staff obtained and evaluated pricing for the proposed work and determined that the pricing available under the City of Boynton Beach's competitively awarded contract with Rose

Paving, LLC is competitive and provides a cost-effective means of completing the project. Accordingly, staff recommends utilizing the contract for Asphalt and Sidewalk Rehabilitation, which includes sidewalk, curb, ADA, and related concrete improvements. The contract remains in effect through April 4, 2027, following its first renewal.

Recommended Action: Adopt a resolution authorizing the appropriate City officials to utilize the City of Boynton Beach Asphalt and Sidewalk Rehabilitation Agreement No. PWE22-008 with Rose Paving, LLC for construction of ADA-compliant Community Shuttle stop improvements in the amount of $38,058.50, with approval of a 10% contingency for a total potential authorization not to exceed $41,864.35.

2. CURRENT ACTIVITY

The City is currently implementing its Community Shuttle Program, which will provide local transit service connecting neighborhoods, commercial corridors, employment centers, civic destinations, and multiple Broward County Transit routes. The route includes fourteen designated shuttle stops throughout Oakland Park.

Before shuttle operations can begin, several proposed stop locations must be upgraded to meet ADA accessibility standards. The proposed improvements include installation of concrete sidewalks, ADA boarding areas, curb and gutter modifications, accessible pathways, and transit signage necessary to safely accommodate shuttle passengers.

Staff reviewed available procurement options and determined that piggybacking the City of Boynton Beach's competitively awarded contract Asphalt and Sidewalk Rehabilitation Agreement No. PWE22-008, with Rose Paving, LLC is in the City's best interest. The contract services include asphalt and sidewalk rehabilitation, and various types of improvements required for the Community Shuttle Program. Utilizing this contract will expedite construction, provide competitive pricing, and avoid the administrative costs and delays associated with conducting a separate solicitation.

This item is presented in conjunction with a companion agenda item authorizing the award of the Community Shuttle operating contract. Approval of both items is necessary before the City can execute the Interlocal Agreement with Broward County Transit for implementation of the Community Shuttle Program.

3.FINANCIAL IMPACT

As detailed in the attached proposal from Rose Paving, LLC based on the City of Boynton Beach Asphalt and Sidewalk Rehabilitation Agreement No. PWE22-008 pricing, the total estimated cost to complete ADA improvements at the Community Shuttle stop locations is $38,058.50. The proposed work includes mobilization, maintenance of traffic, construction of concrete sidewalks, curb and gutter improvements, accessible boarding areas, and installation of transit signage. A 10% contingency of $3,805.85 is included for unforeseen conditions, bringing the total project cost to $41,864.35.

Funding for this project is included in the FY 2026 Capital Improvement Plan. The proposed

Funding for this project is included in the FY 2020 Capital Improvement Plan. The proposed expenditures are as follows:

Approval to Piggyback the City of Boynton Beach Contract with Rose Paving, LLC for Community Shuttle Stop ADA Improvements			
Acct. Name & Number	**Available Budget**	**Proposed Expenditure**	**Remaining Available**
Capital Outlay IOTB 34043541.463200 COMMSHUTLE.CONSTRUCT.STREETS.CONTRIBUTN	$ 38,059	$ 38,059	$ -
Capital Outlay IOTB 34043541.463200 COMMSHUTLE.CONTINGENC.STREETS.TRANSFER	$ 3,806	$ 3,806	$ -

4. RECOMMENDATION

Adopt a resolution authorizing the appropriate City officials to utilize the City of Boynton Beach Asphalt and Sidewalk Rehabilitation Contract No. PWE22-008 with Rose Paving, LLC for construction of ADA-compliant Community Shuttle stop improvements in the amount of $38,058.50, with approval of a 10% contingency for a total potential authorization not to exceed $41,864.35.

ATTACHMENTS:

Resolution
Utilization Agreement Asphalt & Sidewalk Rehabilitation
City of Boynton Beach and Rose Paving LLC Contract
Rose Paving LLC Proposal
Community Shuttle Plan Set
Community Shuttle Map

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO PIGGYBACK THE CITY OF BOYNTON BEACH ASPHALT AND SIDEWALK REHABILITATION AGREEMENT NO. PWE22-008 WITH ROSE PAVING, LLC FOR CONSTRUCTION OF ADA-COMPLIANT COMMUNITY SHUTTLE STOP IMPROVEMENTS IN THE AMOUNT OF $38,058.50, WITH APPROVAL OF A 10% CONTINGENCY FOR A TOTAL POTENTIAL AUTHORIZATION NOT TO EXCEED $41,864.35; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper City Officials to piggyback the City of Boynton Beach Asphalt and Sidewalk Rehabilitation Agreement No. PWE22-008 with Rose Paving, LLC for construction of ADA-compliant Community Shuttle stop improvements in the amount of $38,058.50, with approval of a 10% contingency for a total potential authorization not to exceed $41,864.35.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to piggyback the City of Boynton Beach Asphalt and Sidewalk Rehabilitation Agreement No. PWE22-008 with Rose Paving, LLC for construction of ADA-compliant Community Shuttle stop improvements in the amount of $38,058.50, with approval of a 10% contingency for a total potential authorization not to exceed $41,864.35. A copy of the Contract is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

AGREEMENT
to
UTILIZE LEAD AGENCY CONTRACT
for
ASPHALT AND SIDEWALK REHABILITATION

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 20____, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 1100 Park Lane East, Oakland Park, Florida 33334 ("**City)**",

and

ROSE PAVING, LLC., duly authorized to conduct business in the State of Florida, whose principal address is 600 N. Villa Ave., Villa Park, IL 60181, hereinafter "CONTRACTOR,"

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide **Asphalt and Sidewalk Rehabilitation**; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of **Agreement No. PWE22-008** between **City of Boynton Beach (Lead Agency**) and the CONTRACTOR for **Asphalt and Sidewalk Rehabilitation**. The Lead Agency's contract is attached hereto as "**Exhibit A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this Agreement to the Lead Agency's contract set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Lead Agency's contract; and

WHEREAS, the City desires to retain the services of CONTRACTOR by utilizing the Lead Agency's contract; and the City has reviewed the scope of services of the competitively bid solicitation and has determined that it can be used by the City; and,

WHEREAS, the Lead Agency's initial contract period was three (3) years for the period April 5, 2022, through April 4, 2025, with two (2) additional one (1) year renewal options; and,

WHEREAS, on October 22, 2025, pursuant to Resolution R24-011 & Resolution R25-200, the Parties agreed to a Consent to Assignment, assigning Rose Paving, LLC to Agreement No.PWE22- 008 (the "Agreement") for Asphalt and Sidewalk Rehabilitation. The Lead Agency's Consent of Assignment is attached hereto as "**Exhibit B"** and incorporated herein; and

WHEREAS, on March 23, 2026, the Parties amended the original agreement attached hereto as **"Exhibit C"** and exercised the first one-year renewal effective April 5, 2026, through April 4, 2027.

WHEREAS, Rose Paving, LLC has provided the attached proposal which is incorporated herein as **"Exhibit D"**, and;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the Lead Agency Contract shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Lead Agency award letter, except said Work shall be performed in and for the City**.**

B. Estimates/proposals for Work shall be provided to and accepted by City prior to the commencement of Work.

C. To the extent allowed by §725.08, Florida Statutes, the CONTRACTOR shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

D. CONTRACTOR shall provide City with proof of insurance and bonding, when applicable, as required by the Lead Agency Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

E. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

F. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

G. The term of this Agreement shall become effective upon the award by the City and shall terminate upon expiration of the initial term on April 4, 2027, at which time one (1) additional 1-year renewal options will remain.

H. In the event delivery is scheduled to end because of the expiration of this contract, CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not exceed 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when the extension clause is invoked by the City.

Section 3. In all other respects, the terms and conditions of the Lead Agency award letter are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this

Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

RENEE SHROUT, CITY CLERK
CITY OF OAKLAND PARK
1100 Park Lane East, 5th Floor
OAKLAND PARK, FL 33334
RENEES@OAKLANDPARKFL.GOV
954-630-4298

Section 5. **Scrutinized Companies.**

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: David Hebert, City Manager
City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334

Copy to: Donald J. Doody, City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Rose Paving, LLC.
6301 W. Sunrise Blvd.
Sunrise, Florida 33313

Section 8. **Severability**. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous

negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Oakland Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 11. Public Entity Crimes. Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk

CITY OF OAKLAND PARK:

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

By: _____

CONTRACTOR:

~~ROSE PAVING, LLC~~

By: _____

Title: President

STATE: FL
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 22 day of July, 20 26, by: Terry Smith.
Name of Person Making Statement

(NOTARY SEAL)

Signature of Notary Public

CHRISTINA M DUANY
MY COMMISSION # HH 633242
EXPIRES: March 13, 2029

Name of Notary Public (Typed, Printed, Stamped)

Personally Known: ✓ OR Identification Produced: _____

Type of Identification Produced: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____

Entity: _____

Signed: T Smith

Name: TERRY SMITH

Title: PRESIDENT

State of FL
County of Broward

On this 22 day of July, 2026, before me, the undersigned Notary Public, personally appeared Terry Smith [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

CHRISTINA M. DUANY
MY COMMISSION # HH 633242
EXPIRES: March 13, 2029

WITNESS my hand and official seal.

Notary Public, State of FL

Commission Number: HH633242

(Print Name of ~~Notary~~)

My Commission Expires: 3/13/29

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** Terry Smith, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** President of **(Business Name)** Rose Paving LLC which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled _____, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this _____ day of _____, 20____.

BY: T Smith
Signature of Affiant

TERRY SMITH
Printed Name

State of FL
County of Broward

On this 22 day of July, 2026, before me, the undersigned Notary Public, personally appeared Terry Smith [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

CHRISTINA M. DUANY
MY COMMISSION # HH 633242
EXPIRES: March 13, 2029

WITNESS my hand and official seal.

CMD

Notary Public, State of Florida
(Print Name of Notary) Christina Duany

Commission Number: HH 633242
My Commission Expires: 3/13/29

"EXHIBIT A"

RESOLUTION NO. R22- 057

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AWARD OF BID NO. PWE22-008 FOR "ASPHALT AND SIDEWALK REHABILITATION", AND AUTHORIZE THE CITY MANAGER TO SIGN CONTRACTS WITH THE TWO (2) LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS, ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC OF SUNRISE, FLORIDA AND M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING OF DELRAY BEACH, FLORIDA FOR ASPHALT AND SIDEWALK RESTORATION, TO ESTABLISH A PRE-QUALIFIED LIST OF VENDORS WITH AN ESTIMATED ANNUAL EXPENDITURE OF $2,000,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of the contract is to provide asphalt and sidewalk rehabilitation and associated work on an as needed basis per the specifications and requirements as defined within the bid documents; and

WHEREAS, the initial term of the Bid award shall be for three (3) years and by mutual agreement between the City and the awardee(s), may be renewed for two (2) one-year terms.; and

WHEREAS, On February 24, 2022, the City opened a total of four (4) proposals to this Bid and in accordance with the terms and conditions of the Bid, the City reserves the right to make multiple awards for this Bid and to award to the vendor(s) whose bid represents the most advantageous bid to the City, price, and other factors considered; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to approve award of Bid No. PWE22-008 for "Asphalt and Sidewalk Rehabilitation", and authorize the City Manager to sign contracts with the two (2) lowest responsive and responsible bidders, Atlantic Southern Paving and Sealcoating, LLC of Sunrise, Florida and M & M Asphalt Maintenance, Inc. d/b/a All County Paving of Delray Beach, Florida for asphalt and sidewalk restoration, to establish a pre-qualified list of vendors with an estimated annual expenditure of $2,000,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves award of Bid No. PWE22-008 for "Asphalt and Sidewalk Rehabilitation", and authorize the City Manager to sign contracts with the two (2) lowest responsive and responsible bidders, Atlantic Southern Paving and Sealcoating, LLC of Sunrise, Florida and M & M Asphalt Maintenance, Inc. d/b/a All County Paving of Delray Beach, Florida for asphalt and sidewalk restoration, to establish a pre-qualified list of vendors with an estimated annual expenditure of $2,000,000.00, copies of the Contracts are attached hereto and incorporated herein as Exhibits "A" and "B" respectively.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 5th day of April, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	___
Commissioner – Angela Cruz	✓	___
Commissioner – Woodrow L. Hay	✓	___
Commissioner – Thomas Turkin	✓	___
Commissioner – District 4 - Vacant	___	___
VOTE	4-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and **ATLANTIC SOUTHERN PAVING ND SEALCOATING, LLC**, hereinafter referred to as **"Vendor"**, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide asphalt and sidewalk rehabilitation, on an as-needed basis per specifications.

2. SCOPE OF SERVICES. The vendor agrees to perform road resurfacings, general road construction, asphalt pavement, roadway repair, guardrail work, sidewalks, sodding, roadway striping, earthwork construction, and other incidental work associated with asphalt and sidewalk rehabilitation, located throughout the City of Boynton Beach, including the provision of all labor, materials, equipment, and supplies.

3. TIME FOR PERFORMANCE. Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. The vendor shall perform all services and provide all work products required pursuant to this Agreement.

4. TERM. The initial Agreement period shall be for an initial term of three (3) year, commencing on **April 5, 2022 through April 4, 2025**. The City reserves the right to renew the agreement for two (2) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. An increase in the cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:

    a. Payment for the work provided by the Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to the Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.

    b. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.

    c. Final payment of any balance due to the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

    d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

    e. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with Vendor's endeavors.

7. COMPLIANCE WITH LAWS. The vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida, and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.

9. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of $1,000,000 per occurrence to $2,000.000 aggregate with defense costs in addition to limits.

   Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift,
    or contingent fee.

12. DISCRIMINATION PROHIBITED. The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Bidder is awarded a contract as a result of this Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.

15. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

16. TERMINATION.
    a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days' written notice to the Vendor.

    b. In the event of the death of a member, partner, or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City if the City so chooses.

17. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

18. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

    Notices to the Vendor shall be sent to the following address:

Atlantic Southern Paving and Sealcoating, LLC
Attn: Rich Atzert
6301 W. Sunrise Blvd
Sunrise, FL 33313
Phone Contact: (954) 299-6114
Email: rich@atlanticsouthernpaving.com

19. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

20. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the CITY to perform the service;

    B. Upon request from the CITY's custodian of public records, provide the CITY 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 in chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US

21. SCRUTINIZED COMPANIES - 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. E-VERIFY

22.1 Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described hereinbelow.

1) Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 18 day of April, 2022.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

COMPANY

(Signature), Company

Terry Smith

Print Name of Authorized Official

COO

Title

(Corporate Seal)

Attest/Authenticated:

Witness

Billy Gustin

Print Name

Approved as to Form:

James A. Cherof, City Attorney

Attested/Authenticated:

for Crystal Gibson
City Clerk

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

"EXHIBIT B"

MEMO

To: Daniel Dugger, City Manager

From: Ian Gregorchik, Assistant City Attorney I I.G.

Date: October 23, 2025

Dept. Procurement

Matter # 25-01831

Re: **Atlantic Southern Paving and Sealcoating; Rose Paving, LLC; Consent to Assignment**

Transmitted herewith is a document that has been reviewed and approved for legal sufficiency. Kindly forward the document, along with this memo, to the City Clerk's Office.

The City Manager is authorized to execute the document in accordance with:

☒ Resolution No. R24-011; Resolution No. R25-200

To: **Office of the City Clerk**

Please: Ensure the document is signed by the City Manager and dated.

Please retain the document as a public record and forward a copy of the fully executed document to:

Taralyn Pratt, Pablo Pimienta, and Richard Hoffer

To: **Taralyn Pratt**

Please forward the fully signed document to the other party.

CONSENT TO ASSIGNMENT BETWEEN CITY OF BOYNTON BEACH AND ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC FOR ASPHALT AND SIDEWALK REHABILITATION

This Consent to Assignment ("Consent") is among the City of Boynton Beach, Florida, a municipal corporation ("City"), and Atlantic Southern Paving and Sealcoating, LLC, a corporation registered to transact business in the State of Florida ("Assignor"), and Rose Paving, LLC ("Assignee") (collectively the "Parties").

RECITALS

A. City and Assignor entered into "Agreement Between the City of Boynton Beach and Atlantic Southern Paving and Sealcoating, LLC (Contract No. PWE22-008), dated April 18, 2022 and approved by Resolution No. R22-057 on April 5, 2022 (including any amendments thereto, the "Contract"), to provide asphalt sidewalk rehabilitation. The Contract is fully incorporated herein by reference.

B. Assignor desires to assign its rights, interest, and obligations under the Contract to Assignee pursuant to an Assignment of Contract agreement.

C. Assignor and Assignee desire to obtain City's consent to the assignment and City is willing to consent to the requested assignment on the terms and conditions stated herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Assignee agree as follows:

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

2. Contact Information. The contact information for Assignee is as follows:

Description	**ASSIGNEE**
Name of entity	Rose Paving, LLC
Federal Employer Identification Number (FEIN)	47-5270739
Address	600 N. Villa Ave., Villa Park, IL 60181
Telephone	954-299-6114; 708-430-1100 (Corporate)
E-mail	Rich.atzert@rosepaving.com

3. Consent to Assignment. City hereby consents to the assignment of the Contract to Assignee, subject to the conditions set forth in this Consent. This consent includes the assignment of all outstanding obligations of Assignor with regard to any open purchase orders, change

Document Ref: ZNRZT-GGCGN-XXFR9-E2JW7

orders, work authorizations, or other pending purchase documents issued pursuant to the Contract. Notwithstanding the foregoing, Assignor shall remain fully responsible for all duties, obligations, and performance required by the Contract through the Assignment Effective Date (defined below).

4. Assumption of Contract. Commencing on the Assignment Effective Date (defined below), Assignee expressly assumes and agrees to undertake each and every right, obligation, and responsibility of Assignor under the Contract, and any other obligation of Assignor or Assignee pursuant to the Contract, whether occurring before or after the date of this Consent.

5. Assignment Effective Date. The Contract shall be deemed assigned from Assignor to Assignee on the effective date of an agreement executed by Assignor and Assignee effectively assigning the Contract from Assignor to Assignee ("Assignment of Contract"). Assignee shall deliver a copy of the Assignment of Contract executed by Assignor and Assignee to City within three (3) business days after complete execution.

6. Effectiveness of Consent. The effectiveness this Consent is subject to and conditioned upon the timely delivery of the fully executed Assignment of Contract to City. In the event of failure of the foregoing condition, City's consent shall be automatically withdrawn and this Consent shall be deemed void *ab initio*.

7. Pricing. Assignee expressly agrees to honor all rates and pricing terms of the Contract.

8. Representations and Warranties of Assignee.

8.1. Authorized to Do Business. Assignee represents and warrants that it is authorized to do business in the State of Florida and that it has and will continue to maintain all licenses and approvals required to conduct business in Florida, and that it will at all times conduct business in a reputable manner.

8.2. Vendor Information. Assignee represents and warrants that all statements and representations made in the Vendor Information Form, attached as Exhibit A, are true and correct as of the date Assignee executes this Consent.

8.3. Entities of Foreign Concern. The provisions of this section apply only if Assignee or any subcontractor to the Contract will have access to an individual's personal identifying information under the Contract. Assignee represents and certifies: (i) Assignee is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Assignee; and (iii) Assignee is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Assignment Effective Date, Assignee and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City, attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes.

Document Ref: ZNRZT-GGCGN-XXEBB-E3JW2

Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of payment. Terms used in this section that are not otherwise defined in this Consent shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

9. Insurance. Assignee shall fully comply with any insurance obligations set forth in the Contract. On or before the Assignment Effective Date, Assignee shall provide a copy of the Certificate(s) of Insurance and endorsements evidencing the required coverages.

10. Compliance with Laws. Assignee shall comply with all state, City, municipal, or other laws, codes, advisory circulars, rules, regulations, or ordinances, as may be amended, that are applicable to Assignee's performance of its obligations under the Contract.

11. Representation of Authority. Assignor and Assignee represent and warrant that this Consent constitutes legal, valid, binding, and enforceable obligations of Assignor and Assignee, and that neither the execution of this Consent nor performance of the Contract constitutes a breach of any agreement that Assignor or Assignee has with any third party or violates applicable law. Assignor and Assignee further represent and warrant that execution of this Consent is within Assignor's and Assignee's legal powers, and each individual executing this Consent on behalf of Assignor or Assignee is duly authorized by all necessary and appropriate action to do so on behalf of Assignor and Assignee and does so with full legal authority.

12. Except as expressly stated herein, nothing contained in this Consent will be deemed or construed to modify, waive, or affect the obligations of the Contract, or any of the covenants, agreements, terms, provisions or conditions contained in the Contract, which shall remain unmodified and in full force and effect.

13. The effective date of this Consent shall be the date of complete execution by the Parties.

IN WITNESS THEREOF, the Parties hereto have made and executed this Consent to Assignment on the respective dates under each signature.

CITY

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

22nd day of October, 2023

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Approved as to form by

_____
City Attorney's Office

Document Ref: ZNRZT-GGCGN-KXYEB-E2JW7

CONSENT TO ASSIGNMENT BETWEEN CITY OF BOYNTON BEACH AND ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC FOR ASPHALT AND SIDEWALK REHABILITATION

ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

By: Jaron Srain
Authorized Signer

Jaron Srain, President
Print Name and Title

Date: 2025-10-22

ATTEST/WITNESS:

Michael DiNatale
Michael DiNatale, General Counsel

CONSENT TO ASSIGNMENT BETWEEN CITY OF BOYNTON BEACH AND ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC FOR ASPHALT AND SIDEWALK REHABILITATION

ROSE PAVING LLC

By: Jaron Srain
Authorized Signer

Jaron Srain, President
Print Name and Title

Date: 2025-10-22

ATTEST/WITNESS:

Michael DiNatale
Michael DiNatale, General Counsel

Document Ref: ZNRZT-GGCGN-KXYER-E2JW7

Exhibit A
Vendor Information Form

Assignee does hereby state and certify that the following information is true and correct:

1. Firm Name: Rose Paving, LLC FEIN: 47-5270739

2. Type of Business (check appropriate box):

   ☐ Corporation (Specify the State of Incorporation):

   ☐ Sole Proprietor X Limited Liability Corporation (LLC) (Delaware) ☐ Limited Partnership

   ☐ General Partnership (State and City filed in) _____

   ☐ Other – Specify _____

3. List Name and Title of Each Principal, Owner, Officer, and Major Shareholder of firm:
   a. RPI Parent, Inc. , Managing Member (Jaron Srain, President)
   b. Rose Paving Holdco, Inc., Member (Jaron Srain, President)
   c. Jaron Srain, President
   d. Ed Campbell, CEO
   e. Chris Tanner, COO
   f. See Attached Disclosure

4. How many years has your firm been in business while providing the services and/or products offered in the Contract? 51

5. References. Provide three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. **Only one (1) City of Boynton Beach agency reference may be submitted**. If any of the following references are inaccessible or not relevant, additional references may be requested by City.

   Reference No. 1:

   Scope of Work: 2" Mill and Overlay, concrete repairs at multiple schools and boat docks

   Contract/Project Title: Multi School and Boat Ramp Program

   Agency: Hillsborough County Schools

   Contact Name/Title: Randy Josey, Director

   Contact Telephone: 813-853-8496 Contact E-mail: Rjosey@crisdel.com

Contract/Project Dates (MM/YY): 6/1/2026 - 8/1/2025

Contract Price: $1.7M

Reference No. 2:

Scope of Work: 2" Mill and Overlay, tie ins for 4 city streets

Contract/Project Title: Tie in Program

Agency: City of Pontotoc, MS

Contact Name/Title: Barry Crawford, Director

Contact Telephone: 662-489-4321 Contact E-mail: N/A

Contract/Project Dates (MM/YY): Ongoing since 1/1/2025

Contract Price: $3M

Reference No. 3:

Scope of Work: Monthly Patch Program by way of reactive request

Contract/Project Title: Lake Forest, CA Patch Program

Agency: Lake Forest, CA

Contact Name/Title: Rich Kochiban@etwd.com

Contact Telephone: 949-330-9131 Contact E-mail: rkochiban@etwd.com

Contract/Project Dates (MM/YY): Ongoing from 1/1/2024

Contract Price: $500k

6. Provide the following information about the firm:

Is the firm regularly engaged in and routinely performing the services and/or selling the product(s) offered in the Contract?	X Yes ☐ No
If applicable, is the firm currently authorized by the manufacturer as a dealer/seller of the any product(s) required by the Contract, and will the warranty offered be a manufacturer's warranty with City recorded as the original purchaser?	☐ Yes ☐ No X N/A
Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	☐ Yes X No
Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	X Yes ☐ No
Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, or its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	☐ Yes X No
Has your firm, its principals, officers, or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	☐ Yes X No
Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, provide the owner's names,	☐ Yes X No

Document Ref: ZNRZT-GGCGN-KXYE8-E2JW7

address, and telephone number, as well as the Surety Company's name, contract name, and telephone number. If yes, specify details in an attached written response.	
Has your firm, its principals, officers, or predecessor organization(s) been designated a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes? If yes, specify details in an attached written response.	☐ Yes X No
Has your firm, or any of its principals, officers, or predecessor organization(s) been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes? If yes, specify details in an attached written response.	☐ Yes X No
Has your firm, or any of its principals, officers, or predecessor organization(s) committed a "public entity crime" as defined by Section 287.133, Florida Statutes, been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or been placed on the convicted vendor list? If yes, specify details in an attached written response.	☐ Yes X No
Does your firm or its subcontractors use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26? If yes, specify details in an attached written response.	☐ Yes X No
Is your firm and each subcontractor registered with and using the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes? If no, specify details in an attached written response.	X Yes ☐ No
Would your firm accept a credit card as payment from City?	X Yes ☐ No
Has your firm or any principal of the firm, regardless of whether the principal was associated with the firm at the time, had any "material" cases, as defined in the attached Litigation History Form, filed, pending, or resolved during the last three (3) years, whether such cases were brought by or against the firm, any parent or subsidiary of the firm, any predecessor organization, or any principal? If yes, complete the Litigation History form.	X Yes ☐ No
Is your firm owned by the government of a foreign country of concern; does the government of a foreign country of concern have a controlling interest in in your firm; or is your firm organized under the laws of and or have its principal place of business in, a foreign country of concern, as such terms are used in Section 287.138, Florida Statutes?	☐ Yes X No
The following are only applicable to construction or service (furnish and install) contracts:	
What is the last contract of this nature that your firm has completed, or what similar on-going contracts is your firm currently working on? If additional space is required, provide information on separate sheet. See reference summaries. The Atlantic Southern team that is joining Rose Paving have been performing this contract.	
Has your firm completely inspected the project site(s)?	X Yes ☐ No
Will your firm need to rent or purchase any equipment for this Contract? If yes, specify details in a written response.	☐ Yes X No

Litigation History (See Attached)

Litigation History: Firm shall disclose to City all "material" cases filed, pending, or resolved during the last three (3) years, whether such cases were brought by or against the firm, any parent or subsidiary of the firm, or any predecessor organization. Additionally, the firm is required to disclose to the City all "material" cases filed, pending, or resolved against any principal of firm, regardless of whether the principal was associated with firm at the time of the "material" cases against the principal, during the last three (3) years. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

i. A similar type of work that the firm is seeking to perform for the City under the assigned contract;
ii. An allegation of fraud, negligence, error or omissions, or malpractice against the firm or any of its principals or agents who would be performing work under the assigned contract;
iii. Firm's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
iv. The financial condition of the firm, including any bankruptcy petition (voluntary and involuntary) or receivership; or
v. A criminal proceeding or hearing concerning business-related offenses in which the firm or its principals (including officers) were/are defendants.

For each material case, the firm is required to provide all information identified below. Additionally, the firm shall provide a copy of any judgment or settlement of any material case during the last three (3) years. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by firm that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

If the firm is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

A firm is required to disclose to the City any and all cases(s) that exist between the City and any of the firm's subcontractors/subconsultants proposed to work on this project during the last five (5) years.

Failure to disclose any material case, or to provide all requested information in connection with each case, may result in the assignment of contract being denied. Prior to making such determination, the firm will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

Name of Firm: See attached.	
Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: Or No ☐
Party	Firm is Plaintiff ☐ Firm is Defendant ☐
Case Name	
Case Number	

Document Ref: ZNRZT-GGCGN-XXER8-E2JW7

Date Filed	
Name of Court or other tribunal	
Type of Case	Civil ☐ Administrative/Regulatory ☐ Criminal ☐ Bankruptcy ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement, and Satisfaction of Judgment)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Firm's Favor ☐ Judgment Against Firm ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing Counsel	Name: _____ E-mail: _____ Telephone Number: _____

Consent to Assignment
Exhibit A
Question 6 Details

Is your firm or any of its principals or officers currently principals or officers of another organization?

Yes. See the chart below.

Entity	Director/Managers	Officers
RPI Holdco, Inc. (DE)	Sole Director Edward Campbell, Jr.	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)
RPI Parent Inc. (DE)	Sole Director Edward Campbell, Jr.	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)
Rose Paving Holdco, Inc. (DE)	Sole Director Edward Campbell, Jr.	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)

Rose Paving, LLC (DE)	Manager RPI Parent Inc.	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)
ASPS Parent, LLC (DE)	Managing Member RPI Parent, Inc.	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)
Northern Virginia and Maryland Contractors, LLC (VA)	Managing Member Rose Paving, LLC	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)
M & S Paving and Sealing, LLC (DE)	Managing Member Rose Paving, LLC	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)
Marathon Solutions Group, LLC (TX)	Managing Member Rose Paving, LLC	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)

Paving Associates, LLC (NY)	Managing Member Rose Paving, LLC	Edward Campbell, Jr. (Chief Executive Officer) Jaron Srain (President) Christopher S. Tanner (Chief Operating Officer)
ASPS Holdings, LLC (DE)	Managing Member ASPS Parent, LLC	Edward Campbell Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
ASPS Intermediate Holdings, LLC (DE)	Managing Member ASPS Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)

Rose Paving, LLC Florida Litigation-Confidential to the extent permitted by law

Emerald Acquisition, LLC (CA)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
Gregory Companies, LLC (MS)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
Atlantic Southern Paving & Sealcoating, LLC (FL)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)

Superior Blacktop Services LLC (SC)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
C&T Paving, LLC (NC)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
Black Diamond Paving, LLC (CA)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)

Massey Asphalt Paving, LLC (AL)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
USA Construction and Project Management Exchange, LLC (NC)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
Paradise Pavement Maintenance, LLC (DE)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)

Property Paving Holdings, LLC (DE)	Managing Member ASPS Intermediate Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
Property Paving, LLC (TX)	Managing Member Property Paving Holdings, LLC	Edward Campbell, Jr. (Co-Chief Executive Officer) Michael J. Curry Jr. (Co-Chief Executive Officer) Jaron Srain (President) Terence Smith (Co-Chief Operating Officer) Bill Keller (Co-Chief Operating Officer)
United Tectonics, LLC (PA)	Managing Member Rose Paving, LLC	Edward Campbell, Jr. (Chief Executive Officer) Christopher S. Tanner (Chief Operating Officer) Jaron Srain (President) Harvey Norris (Vice President of the Northeast Steven DePedro (General Manager)

Gevers Paving Company, LLC (MO)	Managing Member Rose Paving, LLC	Edward Campbell, Jr. (Chief Executive Officer) Christopher S. Tanner (Chief Operating Officer) Jaron Srain (President) Greg Gevers (General Manager)
Seal-O-Matic Pavement Solutions, LLC (KS)	Managing Member Rose Paving, LLC	Edward Campbell, Jr. (Chief Executive Officer) Christopher S. Tanner (Chief Operating Officer) Jaron Srain (President) Miles Jaben (General Manager)

Rose Paving, LLC 3 Year Florida Litigation-Confidential to the extent permitted by law

Description	Client Name	Status	Open Date	Close Date	Practice Area	Date of Loss	Description of Loss	Lawsuit Filed	Case Number	Lawsuit Status	Court
David Howard (Hugee, Carla)	Tampa	Closed	6/29/2022	10/20/2025	Automobile Accident	6/29/2022	Rose vehicle rear ended Other Vehicle	Yes	25-CA-001541	Settled	13th Judicial Circuit, Hillsborough County, FL
William Aiello (Michelle Dewberry 2003 GMC Yukon)	Tampa	Closed	5/24/2022	6/24/2024	Automobile Accident	5/23/2022	Rose vehicle rear ended other vehicle	Yes	2023-CA-1439	Settled	Tenth Judicial Circuit, Polk County, Florida
Deon Hiller (Elizabeth Ortiz)	Tampa	Closed	12/29/2022	2/29/2024	Automobile Accident	12/19/2022	Rose vehicle rear ended Other Vehicle	Yes	2023-CA-005207	Pending	Thirteenth Judicial Circuit Hillsborough County, Florida
Brodeur, Edward (Home Depot #6363)	National	Open	2/10/2023		Personal Injury	5/7/2021	Plaintiff alleges he tripped over yellow speed bump in parking lot.	Yes	2023-CA-00322	Pending	7th Judicial Circuit Flagler County Florida
Lewis, Amy (Lewis v BP/Thorntons & Rose Paving)	National	Closed	4/28/2023	3/25/2025	Civil Litigation	9/20/2021	Plaintiff claims she slipped over painted handicap parking spot striping	Yes	23-000752-CI	Settled	10th Judicial Circuit Court for Pinellas Co. FL, Civil Division
Levy, Stephen G (Home Depot #0220)	National	Open	8/24/2023		Personal Injury	7/20/2023	Claimant alleges slip and fall on crosswalk in parking lot.	Yes	502024 CA 005154 XXXA-MB	Pending	15th Judicial Circuit Court Palm Beach Co., FL
Butterfirth, Jeremih (Monica Stickley; Jorge Garcia)	Tampa	Closed	3/27/2023	6/24/2024	Automobile Accident	3/24/2023	Rose vehicle struck Other Vehicle	Yes	2023-CA-013475(Jorge Carlos Garcia); 23-CA-015537 (Monica Stickley)	Settled	13th Judicial Circuit, Hillsborough County, Florida
Rose Paving, LLC v. State of Florida, et al.	Tampa	Closed	10/26/2023	4/18/2024	Property Damage (Stolen dump truck)	8/1/2020	Mandamus case filed against Florida to issue new vehicle title. New title issued; case dismissed.	Yes	23-CC-114123	Dismissed without prejudice	Thirteenth Judicial Circuit Hillsborough County, Florida
Davis, Lantha (Walgreens #4483)	National	Open	2/19/2024		Personal Injury	11/4/2021	Plaintiff claims she slipped on slippery, wet, and/or slick paint.	Yes	CACE 23-011269 (Broward Co. FL)	Pending	Broward County Circuit Court
Devigili, Sherrie (New Market - Crossroads LLC, John Orlando Inc., & Rose Paving)	National	Closed	3/11/2024	6/11/2024	Civil Litigation	6/19/2020	Plaintiff claims she slipped on crosswalk paint	Yes	11-2024-CA-000441-0001-XX	Settled	12th Judicial Circuit Court in and for Collier Co., FL
Darkeisha Bronson v. Waws (FS231-Tampa, FL)	National	Closed	9/30/2024	5/30/2025	Personal Injury	9/9/2022	Slipped on painted line	Yes	23-CA-000419	Settled	13th Judicial Circuit Court, Hillsborough County
Starlight Towers v. Rose Paving, LLC; Rose Pav	Tampa	Closed	4/2/2021	7/8/2024	Section 558 Cons	na	Allegations of defective mill and	Yes	22-CA-009664	Settled	13th Judicial Circuit Court, Hillsborough County

*Included: "Material" cases as defined on exhibit A

**Excluded: Minor administrative proceedings or citations such as red light camera violations, speed camera violations, and similar non-criminal citations. As most of the cases above are premises liability negligence cases, Rose Paving has not produced each release signed at settlement. Those cases are generally resolved through insurance with a basic release and stipulation to dismiss.

***Supplemental: Rose Paving will continue to search its records and if it finds any "material" cases were inadvertantly omitted from this report, it will supplement its submission.

Document Ref: ZNRZT-GGCGN-XXEB9-E2JW7

Rose Paving, LLC 3 Year Florida Litigation-Confidential to the extent permitted by law

Description	Client Name	Practice Area	Open Date	Close Date	Lawsuit Filed	Lawsuit Status	Case Number	Court	Basic Facts of Claim
Chad Santos (Charlie Veras)	SBU-Tampa	Automobile Accid	4/15/2021	11/15/2023	Yes	Settled	22CA005836	13th Judicial Circuit Hillsborough County, Florida	Rose vehicle struck Other Vehicle
Lewis, Amy (Lewis v BP/Thorntons & Rose Paving)	SBU-National	Civil Litigation	4/28/2023	3/25/2025	Yes	Settled	23-000752-CI	18th Judicial Circuit Court for Pinellas Co, FL, Civil Division	Plaintiff claims she slipped on painted handicap striping
Devigili, Sherrie (New Market - Crossroads LLC, John Orlando Inc.,	SBU-National	Civil Litigation	3/11/2024	6/11/2024	Yes	Settled	11-2024-CA-009	12th Judicial Circuit Court in and for Collier Co., FL	Plaintiff alleges a slip and fall on a painted crosswalk on 6.10.2020.
Gardeun, LLC	SBU-Tampa	Collections	4/7/2025		Yes	Pending	25-CA-002796	Thirteenth Judicial Circuit, Hillsborough County, Florida	Lawsuit against customer for non-payment
Brian Copeland	SBU-National	Personal Injury	2/6/2020	12/8/2023	Yes	Settled	2020-CA-007748	Orange County Circuit Court FL	Plaintiff claims he slipped on painted parking lot line
Amy Carpenter	SBU-National	Personal Injury	7/2/2021	7/22/2025	Yes	Settled	2021-CA-002491	Manatee County Circuit Court, FL	Plaintiff claims she slipped on painted parking lot line
Donna Breeden	SBU-National	Personal Injury	11/16/2021	4/20/2023	Yes	Settled	2021-CA-08-ON	Osceola County Circuit Court Florida	
Barbara Vennes	SBU-Tampa	Personal Injury	2/19/2021	10/16/2023	Yes	Verdict for Rose	22-000223-CI	Pinellas County Circuit Court, FL	Plaintiff tripped over bumper block; MSJ granted for Rose
Brodeur, Edward (Home Depot #6363)	SBU-National	Personal Injury	2/10/2023		Yes	Pending	2023-CA-00322	7th Judicial Circuit Flagler County Florida	Claimant has alleged that he tripped over a yellow speed bum in the parking lot. Claimant attorney is alleging code violations with the speed bump as well as no permit.
Levy, Stephen G (Home Depot #0229)	SBU-National	Personal Injury	8/24/2023		Yes	Pending	502024 CA 9051	15th Judicial Circuit Court Palm Beach Co., FL	Claimant alleges injuries sustained in a slip and fall incident on the white-painted crosswalk in the parking lot.
Davis, Lanitha (Walgreens #4483)	SBU-National	Personal Injury	2/19/2024		Yes	Pending	CACE 23-011269	Broward County Circuit Court	Plaintiff claims she slipped on a painted parking lot line
Rosie Ramos	SBU-Tampa	Personal Injury	4/24/2025		Yes	Pending	2025 11043 CICI	Volusia County Florida	Plaintiff claims she slipped on painted parking lot line

*Included: "Material" cases as defined on exhibit A

**Excluded: Minor administrative proceedings or citations such as red light camera violations, speed camera violations, and similar non-criminal citations. As most of the cases above are premises liability negligence cases, Rose Paving has not produced each release signed at settlement. Those cases are generally resolved through insurance with a basic release and stipulation to dismiss

***Supplemental: Rose Paving will continue to search its records and if it finds any "material" cases were inadvertantly omitted from this report, it will supplement its submission.

Document Ref: ZNRZT-GGCGN-XXEB9-E2JW7

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ZNRZT-GGCGN-XXEB9-E2JW7

DOCUMENT COMPLETED BY ALL PARTIES ON
22 OCT 2025 16:02:40
UTC

SIGNER	TIMESTAMP	SIGNATURE
MICHAEL DINATALE EMAIL MDINATALE@ROSEPAVING.COM	SENT 22 OCT 2025 15:59:15 SIGNED 22 OCT 2025 15:59:15	Michael DiNatale IP ADDRESS 134.199.110.180 LOCATION TAMPA, UNITED STATES
JARON SRAIN EMAIL JSRAIN@ROSEPAVING.COM	SENT 22 OCT 2025 15:59:15 VIEWED 22 OCT 2025 16:01:36 SIGNED 22 OCT 2025 16:02:40	Jaron Srain IP ADDRESS 50.149.44.30 LOCATION VILLA PARK, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 OCT 2025 16:01:36

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ROSE PAVING, LLC FOR ASPHALT AND SIDEWALK REHABILITATION

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Rose Paving, LLC, a corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. Whereas, the City entered into an Agreement for Asphalt and Sidewalk Rehabilitation, approved by Resolution R22-057 on April 5, 2022; and

B. Whereas, on October 22, 2025, pursuant to Resolution R24-011 & Resolution R25-200, the Parties agreed to a Consent to Assignment, assigning Rose Paving, LLC to Agreement No. PWE22-008 (the "Agreement") for Asphalt and Sidewalk Rehabilitation.

C. The Parties desire to amend the Agreement to renew the Agreement for a one (1) one-year term.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Term Extension. The Parties hereby exercise the first one-year renewal option. The Agreement is therefore renewed to continue from April 5, 2026, through April 4, 2027.

Decrease in Award Amount Threshold. The annual maximum amount will be decreased from $3,680,000 to $2,000,000.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject

matter hereof that are not included in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the term of the Agreement, will not be ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

(b) Public Entity Crime Act. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

(c) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(d) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(e) Entities of Foreign Concern. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information

under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Amendment, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for payment purposes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(f) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(g) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.
(h)

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Rebecca Shelton, City Mayor

23 day of March, 2026

Attest: Tammy Stanziano
City Clerk Interim

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

ROSE PAVING, LLC

By_____
Authorized Signer

Terence Smith, President
Print Name and Title

terry.smith@rosepaving.com
Email Address

954-581-5805
Telephone No.

27 day of February, 2026

PROJECT: BCT Community Bus Shuttle Station Improvements
SCHEDULE OF PRICES
BID VERSION:

Item No.	Description	QTY	Unit	Unit Price	Extended Price
General Conditions					
101	Mobilization (includes preconstruction video)	1	LS	$ 500.00	$ 500.00
102	Maintanence of Traffic (all areas)	1	LS	$ 5,540.00	$ 5,540.00
103	Permits	1	AL	$ 2,500.00	$ 2,500.00
104	Bond & Insurance	1	LS	$ 500.00	$ 500.00
105	Storm Water Pollution Plan	1	LS	$ 100.00	$100.00
106	Clearing and Grubbing	1	LS	$ 0	$0
107	Site Restoration	1	LS	$ 38.50	$ 38.50
				Subtotal:	$9,178.50 **~~$0.00~~**
35th Street Station					
108	Pavement Removal	25	SY	$ 0	$0
109	Wheel Stop Removal	1	EA	$ 25.00	$ 25.00
110	Existing Curb & Gutter Removal	38	LF	$ 15.00	$ 570.00
111	Pavement Sawcut	38	LF	$ 0	$ 0
112	Concrete Curb & Gutter, Type F	38	LF	$ 50.00	$ 1,900.00
113	Concrete Sidewalk, 6" Thick	25	SY	$ 180.00	$ 4,500.00
114	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 370.00	$ 370.00
				Subtotal:	$7,365.00 **~~$0.00~~**
34th Court Station					
115	Pavement Removal	25	SY	$ 0	$ 0
116	Wheel Stop Removal	1	EA	$ 25.00	$ 25.00
117	Existing Curb & Gutter Removal	38	LF	$ 15.00	$ 570.00
118	Pavement Sawcut	38	LF	$ 0	$ 0
119	Concrete Curb & Gutter, Type F	38	LF	$ 50.00	$ 1,900.00
120	Concrete Sidewalk, 6" Thick	25	SY	$ 180.00	$ 4,500.00
121	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 370.00	$ 370.00
				Subtotal:	$7,365.00 **~~$0.00~~**
32nd Street Station					
122	Pavement Removal	25	SY	$ 0	$ 0
123	Wheel Stop Removal	1	EA	$ 25.00	$ 25.00
124	Existing Curb & Gutter Removal	38	LF	$ 15.00	$ 570.00
125	Pavement Sawcut	38	LF	$ 0	$ 0
126	Concrete Curb & Gutter, Type F	38	LF	$ 50.00	$ 1,900.00
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128	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 370.00	$ 370.00
				Subtotal:	$7,365.00 **~~$0.00~~**

Item No.	Description	QTY	Unit	Unit Price	Extended Price
38th Street Station					
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130	Concrete Sidewalk, 6" Thick	5	SY	$ 180.00	$ 900.00
131	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$370.00	$ 370.00
133	Removal of Existing Grass/Soil	1	CY	$ 30.00	$30.00
				Subtotal:	$1,850.00 **~~$0.00~~**

Item No.	Description	QTY	Unit	Unit Price	Extended Price
Prospect Plaza Station					
134	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 370.00	$ 370.00
				Subtotal:	$370.00 **~~$0.00~~**
Condos Stop Station					
135	Concrete Curb & Gutter, Type D	11	LF	$ 45.00	$ 495.00
136	Curb Transition	7	LF	$ 45.00	$ 315.00
137	Concrete Sidewalk, 6" Thick	6	SY	$180.00	$ 1,080.00
138	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$370.00	$370.00
140	Removal of Existing Grass/Soil	1	CY	$ 30.00	$ 30.00
				Subtotal:	$2,290.00 **~~$0.00~~**
Oakland Preserve Station					
141	Concrete Curb & Gutter, Type D	11	LF	$ 45.00	$ 495.00
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147	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 75.00	$ 75.00
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151	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 75.00	$ 75.00
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City Park					
152	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 75.00	$ 75.00
				Subtotal:	$75.00 **~~$0.00~~**
Blys-Sprouts					
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Item No.	Description	QTY	Unit	Unit Price	Extended Price
				Subtotal:	$75.00 **~~$0.00~~**
BCT Community Bus Shuttle Station Improvements Subtotal:					**~~$0.00~~**

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(h)

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(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Rebecca Shelton, City Mayor

23 day of March, 2026

Attest: Tammy Stanziano
City Clerk Interim

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

ROSE PAVING, LLC

By_____
Authorized Signer

Terence Smith, President
Print Name and Title

terry.smith@rosepaving.com
Email Address

954-581-5805
Telephone No.

27 day of February, 2026

PROJECT: BCT Community Bus Shuttle Station Improvements
SCHEDULE OF PRICES
BID VERSION:

Item No.	Description	QTY	Unit	Unit Price	Extended Price
General Conditions					
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107	Site Restoration	1	LS	$ 38.50	$ 38.50
				Subtotal:	$9,178.50 **~~$0.00~~**
35th Street Station					
108	Pavement Removal	25	SY	$ 0	$0
109	Wheel Stop Removal	1	EA	$ 25.00	$ 25.00
110	Existing Curb & Gutter Removal	38	LF	$ 15.00	$ 570.00
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112	Concrete Curb & Gutter, Type F	38	LF	$ 50.00	$ 1,900.00
113	Concrete Sidewalk, 6" Thick	25	SY	$ 180.00	$ 4,500.00
114	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 370.00	$ 370.00
				Subtotal:	$7,365.00 **~~$0.00~~**
34th Court Station					
115	Pavement Removal	25	SY	$ 0	$ 0
116	Wheel Stop Removal	1	EA	$ 25.00	$ 25.00
117	Existing Curb & Gutter Removal	38	LF	$ 15.00	$ 570.00
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122	Pavement Removal	25	SY	$ 0	$ 0
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Item No.	Description	QTY	Unit	Unit Price	Extended Price
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129	Concrete Curb & Gutter, Type F	11	LF	$ 50.00	$ 550.00
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Item No.	Description	QTY	Unit	Unit Price	Extended Price
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134	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 370.00	$ 370.00
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135	Concrete Curb & Gutter, Type D	11	LF	$ 45.00	$ 495.00
136	Curb Transition	7	LF	$ 45.00	$ 315.00
137	Concrete Sidewalk, 6" Thick	6	SY	$180.00	$ 1,080.00
138	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$370.00	$370.00
140	Removal of Existing Grass/Soil	1	CY	$ 30.00	$ 30.00
				Subtotal:	$2,290.00 **~~$0.00~~**
Oakland Preserve Station					
141	Concrete Curb & Gutter, Type D	11	LF	$ 45.00	$ 495.00
142	Curb Transition	7	LF	$ 45.00	$ 315.00
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146	Removal of Existing Grass/Soil	1	CY	$ 30.00	$ 30.00
				Subtotal:	$1,750.00 **~~$0.00~~**
O2 Stop					
147	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 75.00	$ 75.00
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Coral Ridge Mall ALT					
148	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA	$ 75.00	$ 75.00
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42nd Street Shopping Center					
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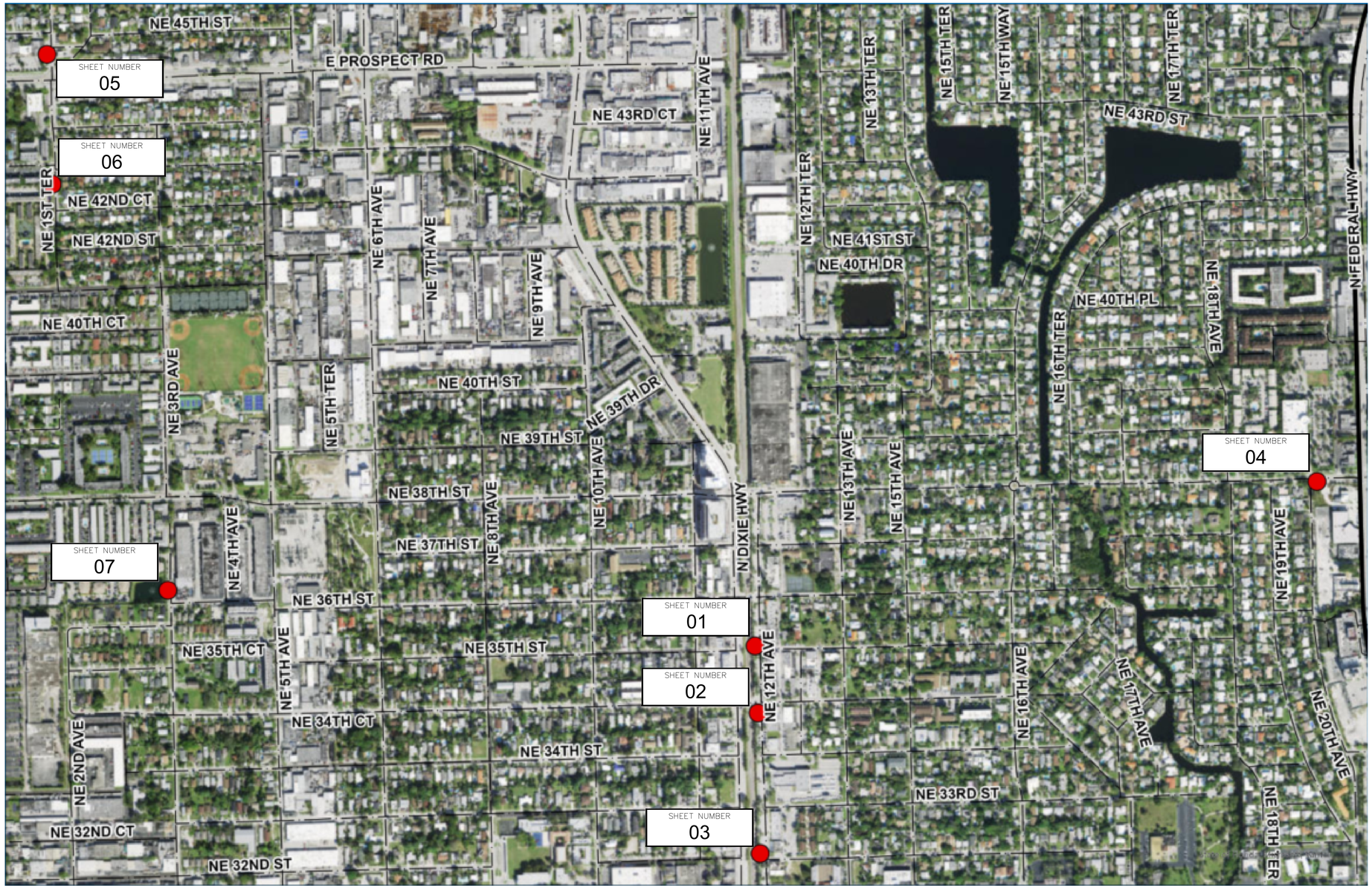
Item No.	Description	QTY	Unit	Unit Price	Extended Price
				Subtotal:	$75.00 **~~$0.00~~**
BCT Community Bus Shuttle Station Improvements Subtotal:					**~~$0.00~~**

BCT COMMUNITY SHUTTLE PROGRAM

PREPARED FOR

CITY OF OAKLAND PARK



STATION LOCATION PLAN

No.	REVISIONS	DATE	BY

CITY OF OAKLAND PARK FLORIDA

KHA PROJECT 043291128
DATE JAN 2026
SCALE AS SHOWN
DESIGNED BY DM
DRAWN BY DM
CHECKED BY TS

COVER AND SITE PLAN

BCT COMMUNITY SHUTTLE PROGRAM
PREPARED FOR
CITY OF OAKLAND PARK FLORIDA

CITY OF OAKLAND PARK

SHEET NUMBER
00

Oakland Park Proposed Community Shuttle Stop Locations

StopName	Main_Street	Cross_Street	Direction	Location	Municpality	Longitude (DMS)	Latitude (DMS)	Time Stop Point
35th Street Station	NE 12th Ave	NE 35th St	South	Nearside	Oakland Park	80° 7'52.62"W	26°10'17.52"N	
34th Court Station	NE 12th Ave	NE 34th Ct	South	Farside	Oakland Park	80° 7'52.34"W	26°10'13.58"N	
32nd Street Station	NE 12th Ave	NE 32nd St	South	Nearside	Oakland Park	80° 7'52.08"W	26°10'3.97"N	
38th Street Shopping	N Federal Hwy	NE 38th St	South	Nearside	Oakland Park	80° 7'10.81"W	26°10'27.29"N	
02 Stop	N Federal Hwy	N/A	South	No Intersection	Oakland Park	80° 7'10.10"W	26°10'17.46"N	
Coral Ridge Mall ALT	E Oakland Park	N/A	West	Nearside	Oakland Park	80° 6'59.04"W	26°10'2.36"N	
Oaklyn	E Oakland Park	NE 20th Ave	West	Nearside	Oakland Park	80° 7'5.25"W	26°10'2.61"N	
Funky Buddha	NE 38th St	N Dixie Hwy	West	Nearside	Oakland Park	80° 7'51.83"W	26°10'28.14"N	X
42nd St Shopping Center	N Dixie Hwy	NE 42nd St	North	Farside	Oakland Park	80° 8'4.61"W	26°10'42.62"N	
Prospect Plaza	NE 1st Terrace	Prospect Rd	South	Nearside	Oakland Park	80° 8'48.54"W	26°10'54.85"N	X
Condos Stop	NE 1st Terrace	between NE 42nd Ct and St	South	Midblock	Oakland Park	80° 8'41.92"W	26°10'43.00"N	
City Park	NE 3rd Ave	N/A	South	No Intersection	Oakland Park	80° 8'32.92"W	26°10'30.78"N	X
Oakland Preserve	NE 3rd Ave	between NE 2nd Ave and NE 36th St	South	Midblock	Oakland Park	80° 8'33.61"W	26°10'21.17"N	
Blys-Sprouts	E Oakland Park	East of NE 6th Ave	East	No Intersection	Oakland Park	80° 1'37.69"W	26° 1'66.52"N	X

STATION SCOPE OF WORK PER LOCATION

Item No.	Description	QTY	Unit
General Conditions			
101	Mobilization (includes preconstruction video)	1	LS
102	Maintanence of Traffic (all areas)	1	LS
103	Permits	1	AL
104	Bond & Insurance	1	LS
105	Storm Water Pollution Plan	1	LS
106	Clearing and Grubbing	1	LS
107	Site Restoration	1	LS
35th Street Station			
108	Pavement Removal	25	SY
109	Wheel Stop Removal	1	EA
110	Existing Curb & Gutter Removal	38	LF
111	Pavement Sawcut	38	LF
112	Concrete Curb & Gutter, Type F	38	LF
113	Concrete Sidewalk, 6" Thick	25	SY
114	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
34th Court Station			
115	Pavement Removal	25	SY
116	Wheel Stop Removal	1	EA
117	Existing Curb & Gutter Removal	38	LF
118	Pavement Sawcut	38	LF
119	Concrete Curb & Gutter, Type F	38	LF
120	Concrete Sidewalk, 6" Thick	25	SY
121	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
32nd Street Station			
122	Pavement Removal	25	SY
123	Wheel Stop Removal	1	EA
124	Existing Curb & Gutter Removal	38	LF
125	Pavement Sawcut	38	LF
126	Concrete Curb & Gutter, Type F	38	LF
127	Concrete Sidewalk, 6" Thick	25	SY
128	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA

Item No.	Description	QTY	Unit
38th Street Station			
129	Concrete Curb & Gutter, Type F	11	LF
130	Concrete Sidewalk, 6" Thick	5	SY
131	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
133	Removal of Existing Grass/Soil	1	CY

Item No.	Description	QTY	Unit
Prospect Plaza Station			
134	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
Condos Stop Station			
135	Concrete Curb & Gutter, Type D	11	LF
136	Curb Transition	7	LF
137	Concrete Sidewalk, 6" Thick	6	SY
138	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
140	Removal of Existing Grass/Soil	1	CY
Oakland Preserve Station			
141	Concrete Curb & Gutter, Type D	11	LF
142	Curb Transition	7	LF
143	Concrete Sidewalk, 6" Thick	3	SY
144	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
146	Removal of Existing Grass/Soil	1	CY
O2 Stop			
147	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
Coral Ridge Mall ALT			
148	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
Oaklyn			
149	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
Funky Buddha			
150	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
42nd Street Shopping Center			
151	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
City Park			
152	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA
Blys-Sprouts			
153	Single Post Sign, Install **(ADD ALTERNATE#1)**	1	EA

BY | DATE | REVISIONS | No.

CITY OF OAKLAND PARK FLORIDA

KHA PROJECT 043291128
DATE JAN 2026
SCALE AS SHOWN
DESIGNED BY DM
DRAWN BY DM
CHECKED BY TS

WORK AREAS SUMMARY

BCT COMMUNITY SHUTTLE PROGRAM
PREPARED FOR
CITY OF OAKLAND PARK FLORIDA

CITY OF OAKLAND PARK

SHEET NUMBER
00.1

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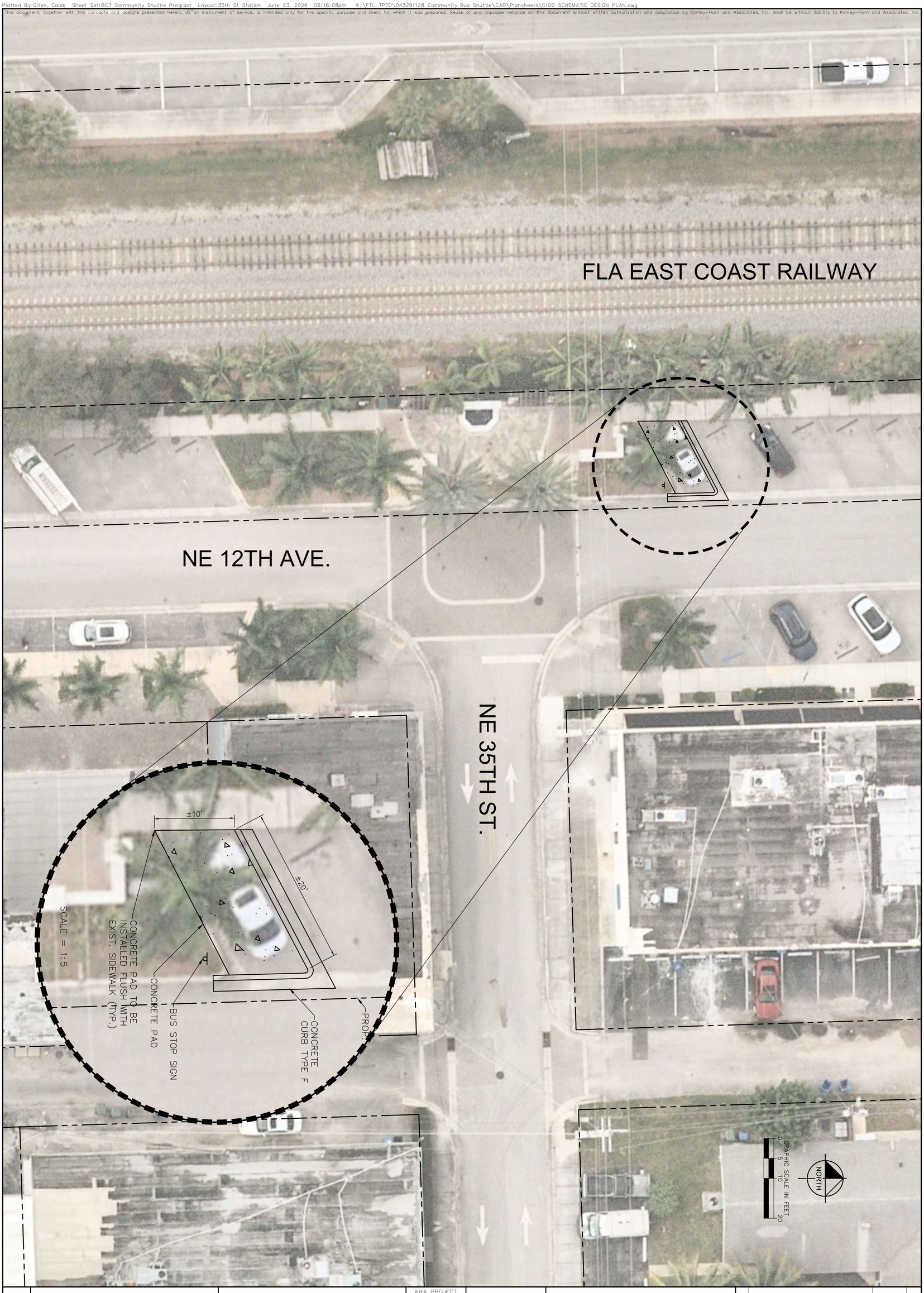

SHEET NUMBER 01

BCT COMMUNITY SHUTTLE PROGRAM
PREPARED FOR
CITY OF OAKLAND PARK
CITY OF OAKLAND PARK FLORIDA

35TH ST STATION

KHA PROJECT	043291128
DATE	JUNE 2026
SCALE	AS SHOWN
DESIGNED BY	JR
DRAWN BY	DM
CHECKED BY	TS

STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER
74655
6/23/2026

Kimley»Horn
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No.	REVISIONS	DATE	BY

Plotted By:Gillen, Caleb Sheet Set:BCT Community Shuttle Program Layout:34th Ct Station June 23, 2026 06:15:57pm K:\FTL_TPTO\043291128 Community Bus Shuttle\CAD\Plansheets\C100 SCHEMATIC DESIGN PLAN.dwg
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SHEET NUMBER 02	BCT COMMUNITY SHUTTLE PROGRAM PREPARED FOR CITY OF OAKLAND PARK CITY OF OAKLAND PARK FLORIDA	34TH CT STATION	KHA PROJECT 043291128 DATE JUNE 2026 SCALE AS SHOWN DESIGNED BY DM DRAWN BY DM CHECKED BY TS	STEFANO VIOLA, P.E. FLORIDA LICENSE NUMBER 74655 6/23/2026	Kimley»Horn © 2026 KIMLEY-HORN AND ASSOCIATES, INC. 8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324 PHONE: 954-535-5100 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No.	REVISIONS	DATE	BY

Plotted By:Gillen, Caleb Sheet Set:BCT Community Shuttle Program Layout:32nd St Station June 23, 2026 06:16:02pm K:\FTL_TPTO\043291128 Community Bus Shuttle\CAD\Plansheets\C100 SCHEMATIC DESIGN PLAN.dwg
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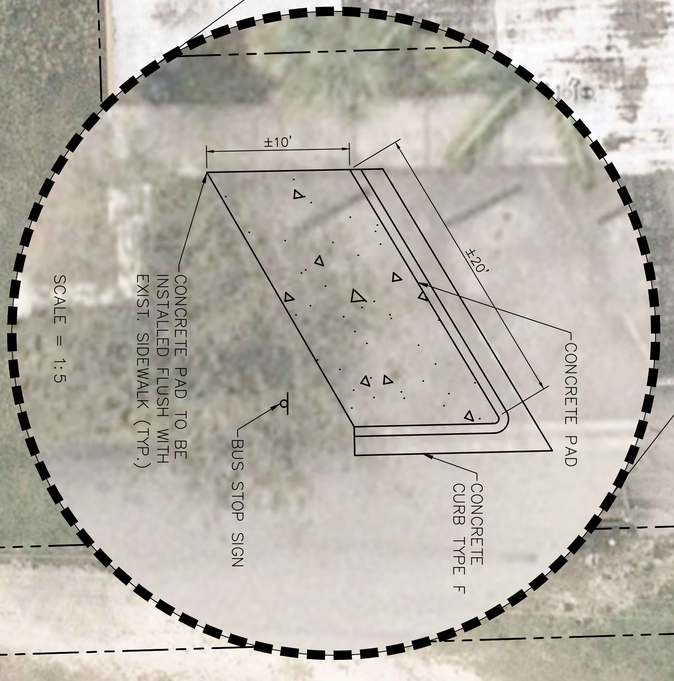
FLA EAST COAST RAILWAY

NE 12TH AVE.

NE 32ND ST.



GRAPHIC SCALE IN FEET
0 5 10 20

NORTH

SHEET NUMBER 03	BCT COMMUNITY SHUTTLE PROGRAM PREPARED FOR CITY OF OAKLAND PARK CITY OF OAKLAND PARK FLORIDA	32ND ST STATION	KHA PROJECT 043291128 DATE JUNE 2026 SCALE AS SHOWN DESIGNED BY JR DRAWN BY DM CHECKED BY TS	STEFANO VIOLA, P.E. FLORIDA LICENSE NUMBER 74655 6/23/2026	Kimley»Horn © 2026 KIMLEY-HORN AND ASSOCIATES, INC. 8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324 PHONE: 954-535-5100 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No.	REVISIONS	DATE	BY

Plotted By:Gillen, Caleb Sheet Set:BCT Community Shuttle Program Layout:38th St Shopping Station June 23, 2026 06:16:11pm K:\FTL_TPTO\043291128 Community Bus Shuttle\CAD\Plansheets\C100 SCHEMATIC DESIGN PLAN.dwg
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NE 20TH AVE.

NE 38TH ST.

CONCRETE PAD
±6'
±5'
±10'
SCALE = 1:5
PROP. LINE (TYP.)
CONCRETE PAD TO BE INSTALLED FLUSH WITH EXIST. SIDEWALK (TYP.)
BUS STOP SIGN
CONCRETE CURB TYPE F

GRAPHIC SCALE IN FEET
0 5 10 20
NORTH

SHEET NUMBER 04

BCT COMMUNITY SHUTTLE PROGRAM
PREPARED FOR
CITY OF OAKLAND PARK
CITY OF OAKLAND PARK FLORIDA

38TH ST SHOPPING STATION

KHA PROJECT	043291128
DATE	JUNE 2026
SCALE	AS SHOWN
DESIGNED BY	JR
DRAWN BY	DM
CHECKED BY	TS

STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER
74655
6/23/2026

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No.	REVISIONS	DATE	BY

Plotted By:Gillen, Caleb Sheet Set:BCT Community Shuttle Program Layout:Prospect Plaza Station June 23, 2026 06:16:18pm K:\FTL_TPTO\043291128 Community Bus Shuttle\CAD\Plansheets\C100 SCHEMATIC DESIGN PLAN.dwg
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SHEET NUMBER 05

BCT COMMUNITY SHUTTLE PROGRAM
PREPARED FOR
CITY OF OAKLAND PARK
CITY OF OAKLAND PARK FLORIDA

PROSPECT PLAZA STATION

KHA PROJECT	043291128
DATE	JUNE 2026
SCALE	AS SHOWN
DESIGNED BY	JR
DRAWN BY	DM
CHECKED BY	TS

STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER
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6/23/2026

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No.	REVISIONS	DATE	BY

Plotted By:Gillen, Caleb Sheet Set:BCT Community Shuttle Program Layout:Condos Stop Station June 23, 2026 06:16:23pm K:\FTL_TPTO\043291128 Community Bus Shuttle\CAD\Plansheets\C100 SCHEMATIC DESIGN PLAN.dwg
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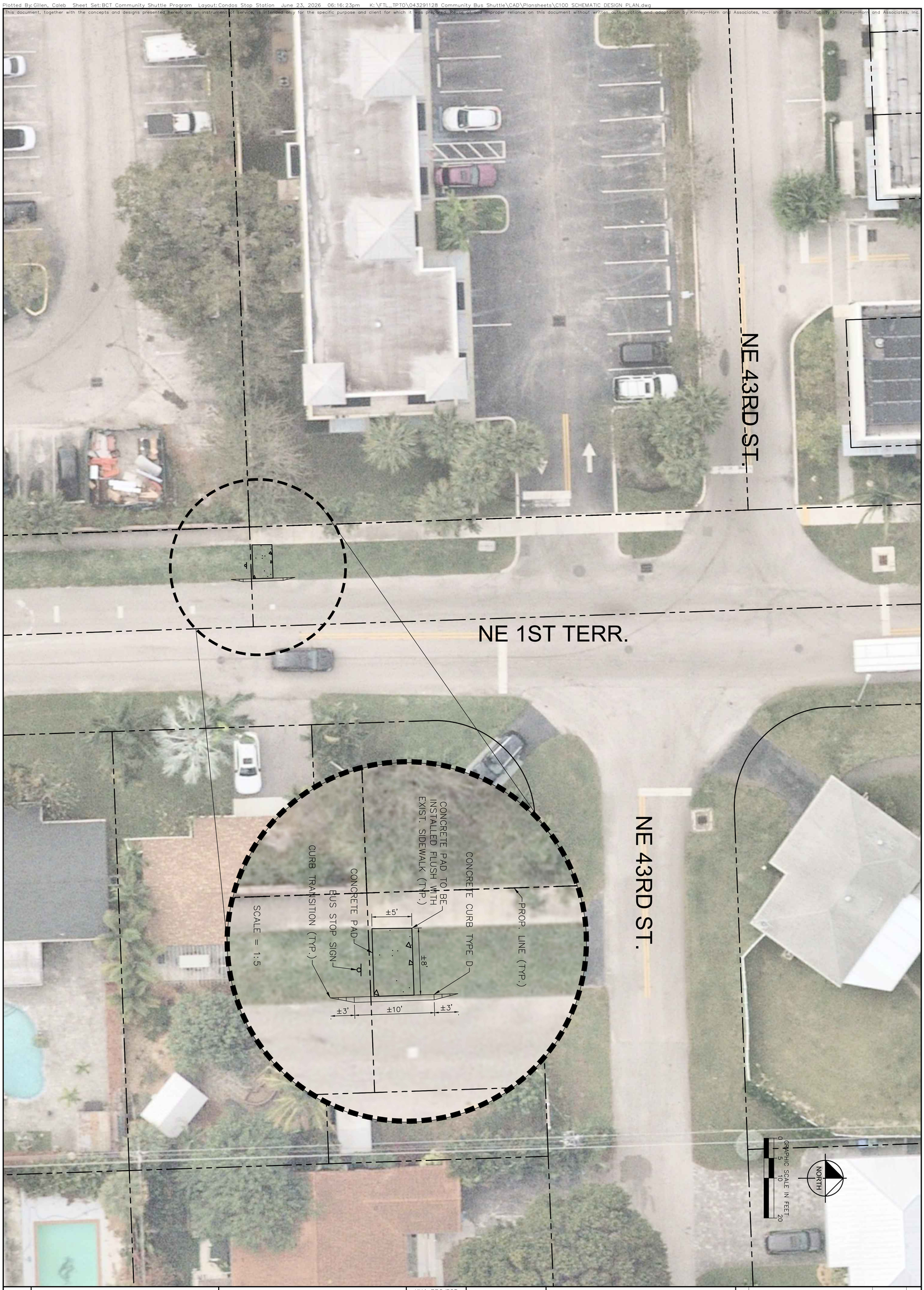

SHEET NUMBER 06	BCT COMMUNITY SHUTTLE PROGRAM PREPARED FOR CITY OF OAKLAND PARK CITY OF OAKLAND PARK FLORIDA	CONDOS STOP STATION	KHA PROJECT 043291128 DATE JUNE 2026 SCALE AS SHOWN DESIGNED BY JR DRAWN BY DM CHECKED BY TS	STEFANO VIOLA, P.E. FLORIDA LICENSE NUMBER 74655 6/23/2026	Kimley»Horn © 2026 KIMLEY-HORN AND ASSOCIATES, INC. 8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324 PHONE: 954-535-5100 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No.	REVISIONS	DATE	BY

Plotted By:Gillen, Caleb Sheet Set:BCT Community Shuttle Program Layout:Oakland Preserve Station June 23, 2026 06:16:28pm K:\FTL_TPTO\043291128 Community Bus Shuttle\CAD\Plansheets\C100 SCHEMATIC DESIGN PLAN.dwg
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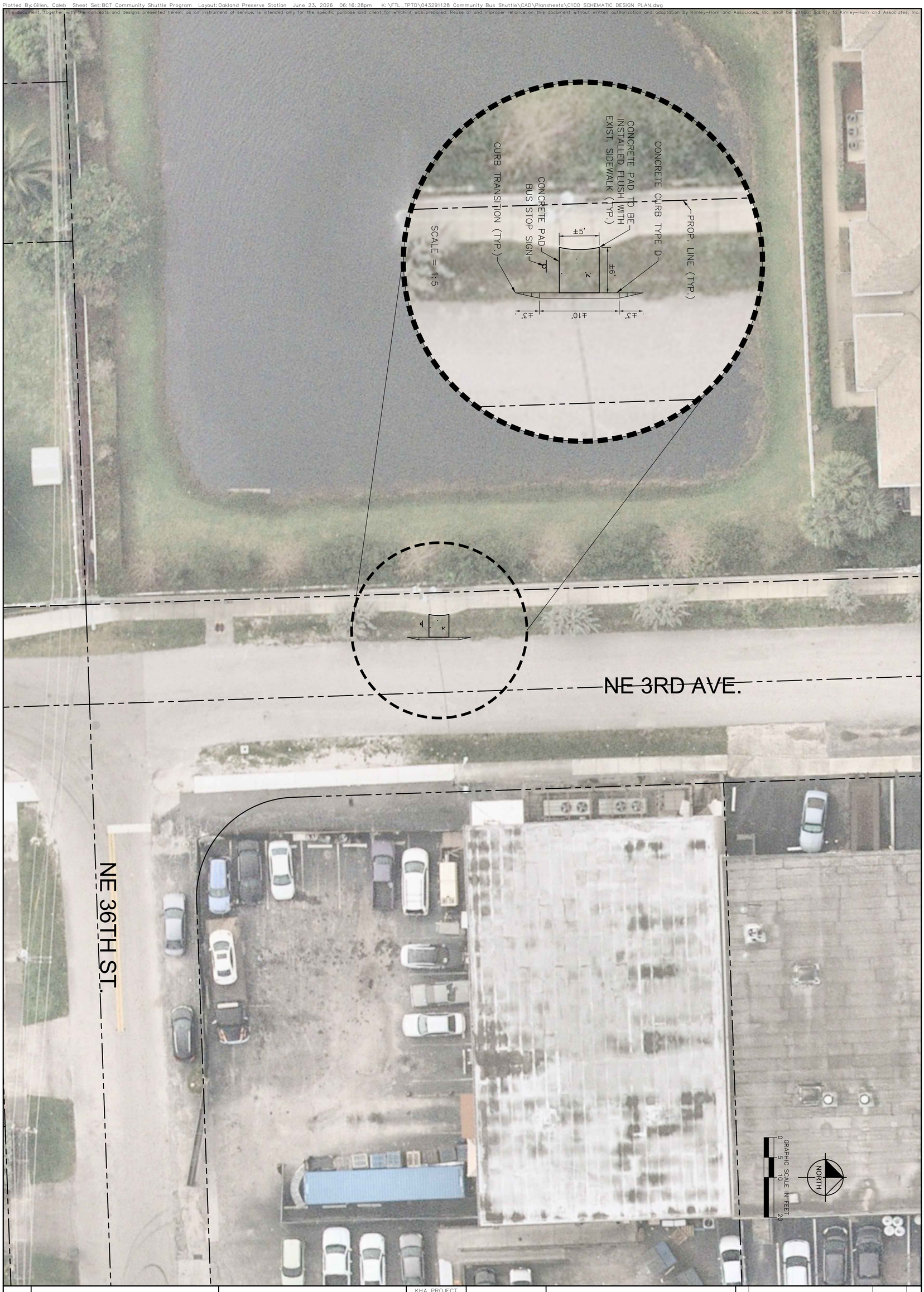
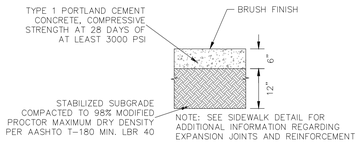


SHEET NUMBER 07	BCT COMMUNITY SHUTTLE PROGRAM PREPARED FOR CITY OF OAKLAND PARK CITY OF OAKLAND PARK FLORIDA	OAKLAND PRESERVE STATION	KHA PROJECT 043291128 DATE JUNE 2026 SCALE AS SHOWN DESIGNED BY JR DRAWN BY DM CHECKED BY TS	STEFANO VIOLA, P.E. FLORIDA LICENSE NUMBER 74655 6/23/2026	Kimley»Horn © 2026 KIMLEY-HORN AND ASSOCIATES, INC. 8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324 PHONE: 954-535-5100 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

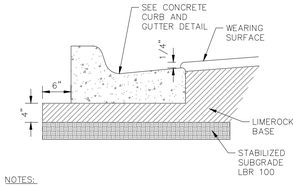
No.	REVISIONS	DATE	BY

A. GENERAL NOTES

1. ALL AREAS DAMAGED BY THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO PAVEMENT MARKINGS, ASPHALT, SWALE, SIDEWALK, AND DRIVEWAYS, SHALL BE RESTORED, AT THE CONTRACTOR'S EXPENSE, TO ORIGINAL CONDITION.
2. CONTRACTOR TO MAINTAIN DRAINAGE FLOW DURING AND AFTER CONSTRUCTION.
3. SAW CUTTING OF THE EXISTING SIDEWALK SHALL BE MADE ONLY AT THE NEAREST FLAG JOINTS.
4. NO EXISTING TREES SHALL BE REMOVED UNLESS OTHERWISE SPECIFIED.
5. SHOULD ANY EXISTING TREE BE REQUIRED TO BE REMOVED OR RELOCATED BASED ON PROPOSED WORK, CONTRACTOR TO COORDINATE MODIFIED WORK WITH ENGINEER. SHOULD TREE REMOVAL/RELOCATION BE REQUIRED, CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
6. ALL SIDEWALKS TO BE 6" THICK, INCLUDING THOSE TRAVERSING DRIVEWAYS, AS PER SIDEWALK DETAIL.
7. PROPOSED SIDEWALK SLOPE SHALL NOT EXCEED MAXIMUM CROSS SLOPE OF 2% AND LONGITUDINAL SLOPE OF 5%.
8. BUS STOP SIGN SHALL BE LOCATED NO LESS THAN 2' FROM THE EDGE OF PAVEMENT TO THE NEAR EDGE OF THE SIGN. SIGN SHALL BE LOCATED APPROXIMATELY 2' FROM EDGE OF CONCRETE PAD. BASED UPON BUS STOP LOCATION SITE CONDITIONS, FAR-SIDE IS PREFERABLE. BASED UPON BUS STOP LOCATION CONSTRAINTS, NEARSIDE IS ACCEPTABLE.



STANDARD DUTY CONCRETE

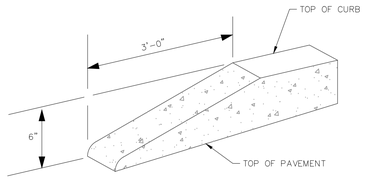


NOTES:

1. PROPOSED CURBING INCLUDES 4" OF LIMEROCK BASE EXTENDED 6" PAST THE BACK OF CURB
2. SAWCUTS REQUIRED AT 10' CENTERS SHALL BE MADE WITHIN 24 HOURS OF CONCRETE PLACEMENT.
3. MINIMUM CONCRETE STRENGTH OF 3,000 PSI.

CURBING CONSTRUCTION

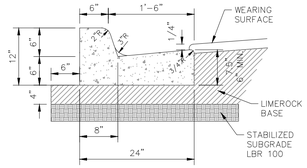
NOT TO SCALE



ALL CURBS TO HAVE STANDARD 3' TRANSITION FROM 6" HEIGHT TO FLUSH (0" HEIGHT). A STANDARD TEMPLATE SHALL BE USED AT ALL LOCATIONS TO PROVIDE UNIFORM CURB TRANSITIONS THROUGHOUT THE PROJECT.

STANDARD CURB TRANSITIONS

NOT TO SCALE

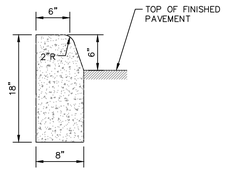


TYPE 'F' CURB AND GUTTER

NOT TO SCALE

NOTES:

1. WHEN USED ON HIGH SIDE OF ROADWAYS, CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6".
2. SAWCUTS REQUIRED AT 10' CENTERS SHALL BE MADE WITHIN 24 HOURS OF CONCRETE PLACEMENT.
3. MINIMUM CONCRETE STRENGTH OF 3,000 PSI.
4. TYPE F CURB SHALL BE PLACED ONE-QUARTER (¼) INCH HIGHER THAN ADJACENT INLET FRAMES AND GRATES.

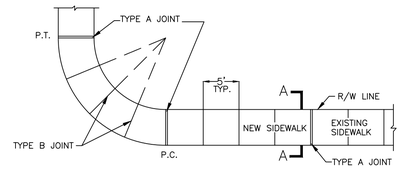


NOTES:

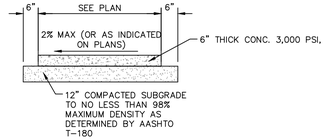
1. CURBING SHALL BE CONSTRUCTED IN 50' MAX. SECTIONS WITH 1/8" TO 1/4" OPEN EXPANSION JOINT BETWEEN EACH SECTION AND CONTRACTION JOINTS AT 10' INTERVALS.
2. CONCRETE SHALL BE 3000 PSI AT 28 DAYS.

TYPE 'D' CURB

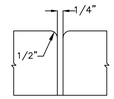
NOT TO SCALE



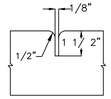
PLAN VIEW



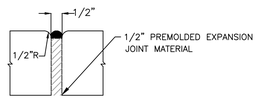
SECTION A-A



TYPE A



TYPE B



TYPE C

TABLE OF SIDEWALK THICKNESS – T	
LOCATION	
STANDARD SIDEWALK	6"
AT DRIVEWAYS AND OTHER AREAS	6"

TABLE OF SIDEWALK JOINTS	
	LOCATION
A	P.C. AND P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALK.
B	5'-0" CENTER TO CENTER ON SIDEWALK.
C	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES

NOTES:

1. PLACE #10/10 6x6 WIRE MESH IN THE PORTION OF THE SIDEWALK THAT CROSSES THE DRIVEWAY ONLY.
2. STANDARD SIDEWALK TO BE 3000 PSI @ 28 DAYS.
3. CONCRETE FOR SIDEWALK AT DRIVEWAYS AND LOADING ZONES SHALL BE 4000 PSI @ 28 DAYS (HEAVY DUTY).
4. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE, OR OTHER APPROVED METHOD.
5. TOOLED JOINTS TO OCCUR AT INTERVALS EQUAL TO WIDTH OF SIDEWALK
6. SIDEWALK TO HAVE BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL.
7. CONTRACTOR SHALL REPAIR AND RESTORE ALL AREAS WITHIN THE ABUTTING R/W DISTURBED DURING CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN EXISTING AT NO ADDITIONAL COST TO THE OWNER.
8. ALL DEMOLISHED SIDEWALKS AND ADDITIONS ARE TO BE REPLACED WITH CONCRETE SIDEWALK TO MATCH EXISTING AT NO ADDITIONAL COST TO THE OWNER.
9. ALL DEMOLISHED SIDEWALK RAMPS ARE TO BE REPLACED AS PER ADA STANDARDS AND INCLUDE ADA COMPLIANT DETECTABLE WARNINGS AT NO ADDITIONAL COST TO THE OWNER.

SIDEWALK DESIGN STANDARDS

NOT TO SCALE

No.	REVISIONS	DATE	BY

Kimley»Horn

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8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER
74655
6/23/2026

KHA PROJECT	043291128
DATE	JUNE 2026
SCALE	AS SHOWN
DESIGNED BY	JR
DRAWN BY	JR
CHECKED BY	JF

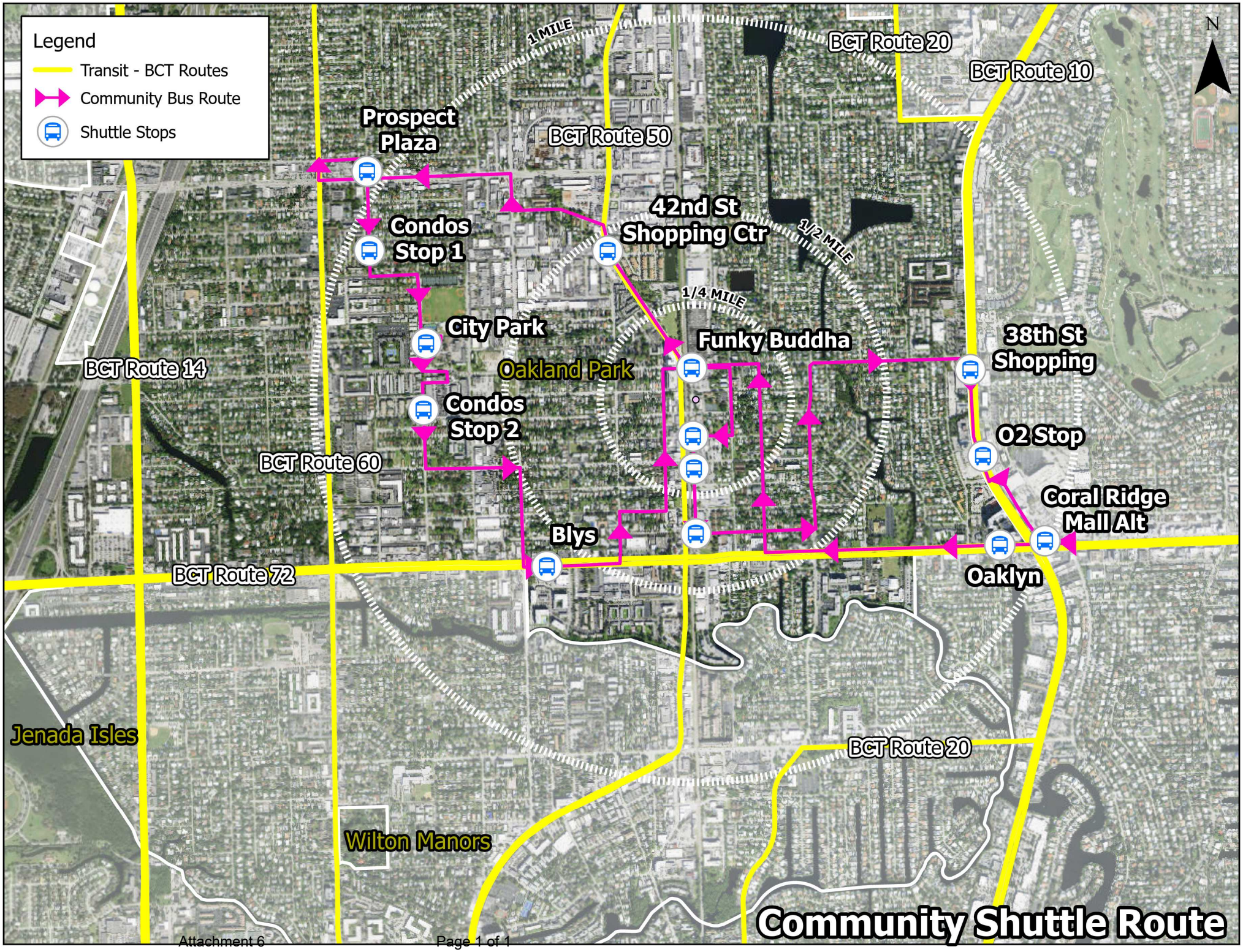
ENGINEERING DETAILS

BCT COMMUNITY SHUTTLE PROGRAM
PREPARED FOR
CITY OF OAKLAND PARK

CITY OF OAKLAND PARK FLORIDA

SHEET NUMBER
08

Plotted By:Gillen, Caleb Sheet Set:BCT Community Shuttle Program Layout:Engineering Details June 23, 2026 06:16:31pm K:\FTL_PTO\043291128 Community Bus Shuttle\CAD\Plansheets\C100 SCHEMATIC DESIGN PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.


Legend
Transit - BCT Routes
Community Bus Route
Shuttle Stops
1 MILE
1/2 MILE
1/4 MILE
N
BCT Route 20
BCT Route 10
BCT Route 50
Prospect Plaza
Condos Stop 1
42nd St Shopping Ctr
City Park
Funky Buddha
38th St Shopping
BCT Route 14
Oakland Park
Condos Stop 2
O2 Stop
BCT Route 60
Coral Ridge Mall Alt
Blys
Oaklyn
BCT Route 72
Jenada Isles
BCT Route 20
Wilton Manors
Community Shuttle Route

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 17.

MEETING DATE: 8/5/2026

PREPARED BY:	Ana Alvarez Chief Planning Officer Sierra Marrero Assistant City Manager	**DEPARTMENT HEAD APPROVAL:**	CITY MANAGER

SUBJECT: Eighth Amendment to the Development Agreement with Horizon Oakland Park, LLC for the acquisition of Downtown Properties

1. BACKGROUND/HISTORY

Issue Statement: On August 3, 2022, the City Commission adopted Ordinance O-2022-021 authorizing the City Manager to enter into a Purchase and Sale Agreement (PSA) with Horizon Oakland Park, LLC for the sale and redevelopment of the Oakland Park Downtown Properties. Since that time, the City Commission has approved a series of amendments to the PSA and related agreements to address project design refinements, market conditions, financing, and implementation milestones while preserving the public benefits associated with the redevelopment. The Developer has obtained the required City and County development approvals, and is in the final construction stage of Greenleaf Park, with a planned ribbon cutting on August 27, 2026.

On June 17, 2026, the City Commission approved amendments to the Purchase and Sale Agreement and Development Agreement, including a one-time extension of one hundred fifty (150) calendar days to the Critical Path, Agreements and related project deadlines, to allow the Developer additional time to complete a comprehensive review of the project design, construction costs, financing, and market conditions. Following completion of that review, the Developer proposed refinements to the project, including modifications to the parking program, an increase in the affordable housing commitment, and updates to the project schedule. The companion amendments to the Purchase and Sale Agreement, Development Agreement, and Parking Agreement implement these refinements while preserving the City's negotiated public benefits and strengthening the City's contractual protections.

On July 2, 2026, the Developer held a Neighborhood Participation Meeting and on July 23, 2026, the Development Review Committee reviewed and approved the changes to the project.

Please see the companion items on this agenda the Seventeenth Amendment to the Purchase and Sale Agreement with Horizon Oakland Park, LLC, and the

Amended Parking Agreement.

Recommended Action:The City Commission adopt a resolution approving and authorizing the City Manager to execute the Eighth Amendment to the Development Agreement with Horizon Oakland Park, LLC for the acquisition of the Downtown Properties.

Background:

On August 3, 2022, the City Commission adopted Ordinance O-2022-021, authorizing the City Manager to enter into a Purchase and Sale Agreement (PSA) with Horizon Oakland Park, LLC for the sale of the Oakland Park Downtown Properties. Since the adoption of the PSA, the City and the Developer have entered into fourteen (14) amendments to the agreement as detailed below. In conjunction with the approval of Ordinance 2022-021, the City Commission entered into a Development Agreement for the Downtown Properties. Since that time, there have been five (5) amendments to the Development Agreement.

On April 19, 2023, the City Commission approved the First Amendment to the Development Agreement to facilitate the Purchaser's proposed changes in the development program and the revised primary site plan.

On June 21, 2023, the City Commission approved the Second Amendment to the existing Development Agreement to address the future station train milestones, update to the Critical Path and language provisions for the Pocket/Dog Park and Legacy Preservation Tree.

On April 17, 2024, the Third Amendment to the Development Agreement was approved by the City Commission to address adverse market conditions impacting the viability of the project through development fee waivers, and plan modifications. In turn, the Developer committed to an extension of the period for the Affordable Housing component and an extension option for the City to vacate the property.

On February 19, 2025, the Fourth Amendment to the Development Agreement was approved by the City Commission to address the ongoing maintenance and operational expenses of the parking facilities by allowing the charging of a fee for parking, and to provide the developer the ability to request an extension, if necessary, for the completion of the Greenleaf Park.

On October 22, 2025, the City Commission approved the Fifth Amendment to the Development Agreement to clarify the bond requirements and to remove the improvements along NE 38th Street from the project scope. This was due to electrical transmission lines in conflict, and that a portion of the area is being re-paved and re-striped under the City of Fort Lauderdale's Main Extension Project.

On February 18, 2026, the City Commission approved the Sixth Amendment to the

Development Agreement, which revised the deadlines associated with the construction of Greenleaf Park, the Horizon project, project milestones, and the closing date. Pursuant to the amendment, the Developer commenced construction of Greenleaf Park on March 23, 2026.

On June 17, 2026, the City Commission approved the Seventh Amendment to the Development Agreement, granting a one-time extension of one hundred fifty (150) calendar days to all project deadlines to allow the Developer additional time to complete a comprehensive review of the project design, construction costs, financing, and market conditions. The amendment required an additional non-refundable escrow deposit of $350,000. This deposit will be forfeited to the City if the Developer fails to meet the extended deadlines.

2. CURRENT ACTIVITY

The Horizon redevelopment will provide the following public and private improvements within the City's Downtown:

- 311 residential units;
- Ground-floor commercial space;
- A woonerf designed to enhance pedestrian activity and create a vibrant public gathering space;
- 195 public parking spaces;
- A new dog/pocket park preserving the site's legacy tree as a community feature; and
- The completion of the new Greenleaf Park, currently under construction with an anticipated completion date of August, 2026.

Following the extension approved under the Amendments, the Developer completed a comprehensive review of the project design, construction costs, financing, and market conditions. As part of that review, the Developer submitted an updated parking demand analysis which concluded that the parking needs for the residential and commercial components of the project could be accommodated with fewer private parking spaces than originally designed.

Based on the updated parking demand analysis, the Developer proposes to eliminate one internal level of parking within the parking structure. The modification is entirely internal to the structure and does not alter the approved building footprint, height, massing, or architectural appearance. The amendment also does not reduce the required 195 public parking spaces, which remain protected under the companion Parking Agreement.

To address the proposed parking modification while preserving the City's long-term interests, the proposed amendments provide the following:

Parking Agreement

- Based upon the Developer's updated parking demand analysis, revises the required private parking supply while preserving the Developer's obligation to provide and continuously maintain 195 public parking spaces approved by the City Commission.
- Strengthens the City's long-term oversight of the public parking spaces by affirmatively granting the City the continuing right to monitor, inspect, and enforce compliance with the Parking Agreement to ensure the required public parking spaces remain available for public use.
- Clarifies the City's enforcement authority by expressly authorizing parking enforcement measures, including citations, immobilization (booting), towing, and other lawful enforcement actions, and prohibits overnight parking within the designated public parking spaces unless otherwise authorized by the City.
- Preserves the Developer's ability to implement future operational or physical parking management measures, including valet operations, stacked parking systems, parking management strategies, and other parking efficiency improvements, to meet parking demand, provided such measures do not reduce or interfere with the availability of the required 195 public parking spaces.

Purchase and Sale Agreement

- Revises the City's post-closing repurchase provisions by establishing objective milestones requiring:
  - The Developer to Commence Demolition within sixty (60) calendar days following Closing, and
  - The Developer to commence Building Construction within one hundred eighty (180) calendar days following Closing.

Development Agreement

- Increases the affordable housing commitment from ten percent (10%) to twenty percent (20%) of the residential units, with affordability provided to households earning up to one hundred forty percent (140%) of the Area Median Income (AMI), thereby expanding the project's affordable housing component.

The Critical Path is amended following the extension approved under the Amendments by establishing new project timelines.

To date, the City has received $900,000 in escrow deposits from the Developer. Should the Developer fail to satisfy the deadlines under the Critical Path, the entire escrow balance of $900,000 will be released to the City.

3. FINANCIAL IMPACT

None

4. RECOMMENDATION

Staff Recommends that the City Commission adopt a resolution approving and authorizing the City Manager to execute the Eighth Amendment to the Development Agreement with Horizon Oakland Park, LLC for the acquisition of the Downtown Properties.

ATTACHMENTS:

Resolution
Development Agreement
First Amendment to Development Agreement
Second Amendment to Develpment Agreement
Third Amendment to Development Agreement
Fourth Amendment to Development Agreement
Fifth Amendment to Development Agreement
Sixth Amendment to Development Agreement
Seventh Amendment to Development Agreement
Eighth Amendment to Development Agreement
Exhibit A - Critical Path

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN HORIZON OAKLAND PARK, LLC AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Eighth Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Eighth Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park for the redevelopment of the Oakland Park Downtown Properties. A copy of the Eighth Amendment is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

HORIZON OF OAKLAND PARK DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into as of this 3 day of August, 2022 (the "**Effective Date**"), by and between **HORIZON OAKLAND PARK, LLC,** a Florida limited liability company (the "**Developer**") and the **CITY OF OAKLAND PARK, FLORIDA,** a Florida municipal corporation (the "**CITY**").

RECITALS

A. The CITY is the owner of six (6) parcels comprising approximately 4.072 acres of land generally located on the east side of Northeast 12th Avenue and north and south of Northeast 38th Street, in the City of Oakland Park, Florida (the "**City**"), as more particularly described on **Exhibit A** attached hereto (each of such parcels being referred to herein individually as a "**Parcel,**" or jointly as the "**Parcels,**" and collectively, as the "**Property**"), which Property the CITY desires to be sold to and redeveloped by Developer pursuant to the Purchase and Sale Agreement (hereinafter defined) and this Agreement.

B. The CITY issued **RFP # 011322** on November 15, 2021, in order to select a proposal from a pre-qualified development team for development of the Property as a mixed-use project including residential, live/work, commercial, retail, office, recreational and public amenities, the Woonerf, the Train Station, and/or other appropriate uses. The RFP is incorporated by this reference into this Agreement.

C. The CITY received responses to the RFP for the development of the Project (as hereinafter defined).

D. After extensive review of all responses to the RFP, including presentations of the respective firm's qualifications, project design and development concept, and financial capabilities, the CITY'S Selection Committee and its technical consultants recommended to the CITY Commission that it conditionally award the RFP to Kaufman Lynn Construction, Inc., a Florida corporation and Falcone Group, LLC, a Florida limited liability company, subject to the negotiation of a Purchase and Sale Agreement and Development Agreement for review and approval by the CITY Commission, as well as evaluating and negotiating other criteria including preliminary design concept (Development Plan, massing, height, physical character), preliminary feasibility analyses and financing plan, preliminary environmental impact and traffic analysis; preliminary proposed terms for site disposition, including transfer of the fee interest of all or a portion thereof; preliminary project implementation schedule; and project team composition as it relates to CITY'S goals of redeveloping the Property.

E. KAUFMAN LYNN CONSTRUCTION, INC., a Florida corporation and FALCONE GROUP, LLC, a Florida limited liability company, collectively submitted the RFP Submittal on January 13, 2022. Developer is a Florida limited liability company and a joint venture consisting of KAUFMAN LYNN CONSTRUCTION, INC. and FALCONE GROUP, LLC (or entities that KAUFMAN LYNN CONSTRUCTION, INC. and FALCONE GROUP, LLC beneficially own a majority interest in and control), as authorized members of the Developer.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Developer and CITY hereby agree as follows:

Article 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2. **General; Project; Definitions.**

2.1 General. The purpose of this Agreement is to provide the terms and conditions pursuant to which the Developer shall develop the Property. The Property shall be entitled and developed in substantial accordance with the terms set forth in this Agreement, the Development Plan, the Site Plan, the Construction Documents and Applicable Laws (all as hereinafter defined) and within the time periods set forth in the Critical Path (as hereinafter defined). From and after the date of this Agreement, Developer shall diligently, expeditiously, and in good faith take all action necessary to develop the Property for the Project in accordance with the terms and conditions of this Agreement, and in compliance with the project timeline set forth in the **Critical Path** attached as **Exhibit B** to this Agreement.

2.2 Project means the comprehensive project submitted by Developer in response to RFP # 011322 issued November 15, 2021 (hereinafter the "**RFP Submittal**") and as amended and illustrated in Exhibit C. The **Project** consists of the following components proposed under RFP #011322 as the Primary Site Plan: the North Building, the South Building, the Residential Building, the Public Recreational Spaces, the Woonerf, the Train Station, and Open Spaces (all as hereinafter defined), together with related amenities and utilities, as generally set forth in the **Development Plan,** attached hereto as **Exhibit C** (individually a "Component" and collectively, the "**Components**"). Each respective Component of the Project will be developed on that portion of the Property which is so designated on the Development Plan and each component of the Project is more particularly described as follows, as may be revised, subject to the Failure to Acquire Parcels provision in Section 3.2 of this Agreement.

(a) **The North Building Component**: 5 Story Mixed Use Building with 12,500 Gross Square Feet of Ground Level Retail, Eight (8) Live Work Units, 47,800 Gross Square Feet of Commercial with covered drop off, Thirty Six (36) Mid Rise Residential Units, a Parking Garage with the required parking spaces to support the Project in tandem with other parking facilities of the Project, and a Rooftop Event Space (collectively the "**North Building Component**"), any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the provisions of Section 3.2, *Failure to Acquire Parcels* may supersede this section.

(b) **The South Building Component**: 6 Story Mixed Use Building with 21,615 Gross Square Feet of Ground Floor Retail, a Parking Garage with the required parking spaces to support the Project in tandem with other parking facilities of the Project and Residential Liner, 239 Mid Rise Residential Units, and an amenity deck (collectively the "**South Building Component**"), any variance in said components greater than ten percent (10%) shall require the approval of the City Commission , which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the provisions of Section 3.2, *Failure to Acquire Parcels* may supersede this section.

(c) **The Residential Building Component**: 3 Story Residential Building with Thirty-six (36) Apartment Flats (each a "**Unit**" and, collectively, the "**Units**"); any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the provisions of Section 3.2, *Failure to Acquire Parcels* may supersede this section.

(d) **The Public Recreational Space Component**: The construction of Greenleaf

Park which is inclusive of the City Owned Future Greenleaf Park site (currently known as 1300 NE 38th Street) and potentially Parcel B (as defined in the RFP #011322, more specifically described in **Exhibit A** attached hereto). The park shall include an Open-Air Pavilion, Central Courtyard, Basketball Court, Two (2) Tennis Courts, Playground with Shade Canopy, Open Play area, fencing, lighting, conduit as specified and Parking (collectively the "**Public Recreational Space Component**"). The ten percent (10%) variance shall not apply to the Public Recreational Space Component. Notwithstanding the foregoing, the provisions of Section 3.2, *Failure to Acquire Parcels* may supersede this section.

(e) **The Woonerf Component**: 13,597 Gross Square Feet of Greenspace with Three (3) green island spaces. The Woonerf shall include a finished element which shall extend to the edge of the Florida East Coast Railroad (FEC) Right-of-Way as defined herein as the "Enhanced Woonerf" (collectively referred to as the "**Woonerf Component**"). The ten percent (10%) variance shall not apply to the Woonerf Component.

(f) **The Train Station Component**: A 500 Foot by 17 Foot (500' x 17') Station Platform and associated amenities as required by the Florida Department of Transportation (FDOT) or other authorized commuter rail agency (collectively the "**Train Station Component**"). The ten percent (10%) variance shall not apply to the Train Station Component. Notwithstanding the foregoing, the provisions of Section 4.4, *Train Station Agreement* may supersede this section.

(g) **The Open Space Component**: A bioswale and Walking Path, Square Foot Dog /Pocket park with preservation tree (collectively the "**Open Space Component**") will represent a minimum of 25% of the net lot area of the site and rooftop amenities will represent a minimum of 10% of the net lot area of the site, any reduction in the calculated square footage of said components greater than ten percent (10%) shall require the approval of City Commission, which approval shall not be unreasonably withheld; provided however that if Parcel A is not acquired by PURCHASER, then, such bioswale shall not be constructed and shall not be included in the Project. Notwithstanding the foregoing, the provisions of Section 3.2, *Failure to Acquire Parcels* may supersede this section.

(h) **The Public Parking Component**: 195 public parking spaces shall be designated free to the public, of which approximately 135 spaces shall be within the parking structures located in the North Building and the South Building, and approximately sixty (60) spaces which shall be surface parking spaces (collectively the "**Public Parking Component**"). The ten percent (10%) variance shall not apply to the Public Parking Component. Notwithstanding the foregoing, the provisions of Section 3.2, *Failure to Acquire Parcels* may supersede this section.

2.3 Definitions. As used in this Agreement, the following defined terms shall have the following meanings; provided however that each capitalized term which is used but not defined in this Agreement shall have the meaning set forth in the Purchase and Sale Agreement:

"**Additional Private Property Acquisition**" shall mean the acquisition of the two properties, referred to as Parcel A and Parcel B in RFP #011322, more specifically described in **Exhibit A** attached hereto.

"**Affiliate**" of a Person shall mean: (i) with respect to Developer, the manager(s) of Developer or (ii) any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" or "controlled" for these purposes means the ability, whether by ownership of stock or other equity interests, or by contract or other written agreement, to act as the Manager, Managing Member, President, Managing Director, or Managing Partner, as the case may be depending on the type of entity, or to otherwise have the power to direct, or cause the direction of, the day-to-day management and policies of the Person.

"**Agreement**" shall mean this Development Agreement.

"**Alternate Site Plan – A-1 and A-2**" shall mean the alternate site plans proposed by the Developer due to a failure to acquire Parcel A, or Parcel B, or both, all as shown on composite **Exhibit D**, attached hereto and made a part hereof, and revised during the site plan approval process from time to time, subject to the terms of this Agreement. Any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the 10% variance shall not apply to the Woonerf, Public Recreational Facilities, the Train Station, or Affordable Housing dedication to be provided by Developer.

"**Apartment Flat**" Shall mean a self-contained housing unit that occupies only part of a building, for which each designated housing unit shall only occupy one floor.

"**Applicable Laws**" shall mean any applicable law, statute, code, ordinance, regulation, permit, license, approval or other rule or requirement now existing or hereafter enacted, adopted, promulgated, entered, or issued by Governmental Authorities, including, but not limited to, the Florida Building Code.

"**Authorized Financing**" shall mean acquisition, development, or construction financing consisting of, without limitation: debt financing, private equity, equity participations, joint venture, hybrid financing, mezzanine financing, or other financing arrangements, provided in each such event the material terms of all such financing arrangements shall be documented in the Construction Loan Commitment (or its reasonable equivalent).

"**Business Day**" shall mean any day that the City is open for business.

"**City**" shall mean the City of Oakland Park, a Florida municipal corporation.

"**City Commission**" shall mean the five (5) public officials elected to serve on the Oakland Park City Commission.

"**Closing Date**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Code**" shall mean the City's Charter, Code of Ordinances, including but not limited to the City Land Development Regulations now existing or hereafter amended by the City.

"**Construction Contract**" shall have the meaning provided in Section 4.8.

"**Construction Loan Commitment**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Critical Path**" shall mean the sequence of activities from development agreement execution to substantial completion of the Project. The Critical Path describes the consequential elements of the schedule of the Purchase and Sale Agreement and this Agreement, including but not limited to, development obligations, termination, and default and is subject to the terms of the Purchase and Sale Agreement and this Agreement.

"**Cure Period**" shall mean the ninety (90) calendar day period after the receipt by the CITY of any Title Objection Notice.

"**Deed**" shall mean a special warranty deed conveying the Property to Developer, subject to the Permitted Exceptions.

"**Deposits**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Developer**" shall have the meaning provided in the introductory paragraph herein.

"**Developer Equity**" shall mean the Developer's equity contribution to the Project, which, when combined with the amount of Developer Financing in place for each Component, shall be an amount sufficient to develop the Project and complete the Work (as hereinafter defined) for the Project, all based on the approved Development Plan and or Alternate Site Plan for the Project. The Developer's Equity shall be the balance of whatever the Developer Financing is not covering. The equity shall be in the amount necessary and sufficient, when combined with the Developer Financing, to develop the Project and complete the Work, based upon the approved development plan, construction plans and specifications, and approvals of all governmental jurisdictions for the Project.

"**Developer Financing**" shall mean a Construction Loan in an amount of not less than Forty Million Dollars ($40,000,000) (i) from a reputable lender regularly engaged in commercial real estate lending, (ii) which contains such terms as are typical in Broward County for loans similar in size and purpose to the Construction Loan and (iii) which contains business terms such as interest rate, terms of repayment, loan to value, guaranty and collateral and equity requirements which are typical in State of Florida for loans similar in size and purpose to the Construction Loan and are otherwise reasonably acceptable to Developer. The Construction Loan Commitment must be provided to the CITY on the date prescribed on the Critical Path.

"**Developer's Representatives**" shall mean Developer and its directors, officers, employees, agents, affiliates, or other representatives (including without limitation, attorneys, accountants, engineers, experts, consultants, contractors, financial advisors, and any other person or entity performing services for Developer in connection with this Agreement), and their respective successors and assigns.

"**Development Review Application**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Development Review Application Date**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Earnest Money**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Effective Date**" shall mean the date when the City Commission approves and authorizes the proper City officials to execute and deliver the Agreement previously executed by the Developer, which date shall be inserted on the first page of this Agreement.

"**Event of Default**" shall have the meaning provided in Article 7.

"**Final Completion Date**" shall mean that date which is defined in composite **Exhibit "B"** Critical Path.

"**Force Majeure**" shall have the meaning provided in Section 3.7.

"**Governmental Authorities**" shall mean the United States Government, the State of Florida, Broward County, the City or any other governmental agency or any instrumentality of any of them.

"**Government Approvals**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Hazardous Materials**" shall mean any material which may be dangerous to health or to the environment, including, without implied limitation, all "hazardous matter", "hazardous waste", and "hazardous substances", and "oil" as defined in or contemplated by any applicable federal, state or local law, rule, order or regulation relating to the protection of human health and the environment or hazardous or toxic substances or wastes, pollutants or contaminants, including all of the following statutes and their implementing regulations, as the same may have been amended from time to time:

(a) Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.;

(b) Toxic Substances Control Act, 15 U.S.C. §2601 et seq.;

(c) Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136;

(d) Hazardous Materials Transportation Act, 49 U.S.C. §§1801 -1812;

(e) Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.;

(f) Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.;

(g) Clean Air Act, 42 U.S.C. §7401 et seq.;

(h) Safe Drinking Water Act, 42 U.S.C. §3808 et seq.; or

(i) Applicable or equivalent laws and regulations of the State of Florida relating to hazardous matter, substances or wastes, oil or other petroleum products, and air or water quality.

"**Inspection Period**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Institutional Lender**" established federally chartered United States bank, United States trust company or other such recognized United States financial institution (or consortium thereof) of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars ($100,000,000.00).

"**Long Term Maintenance Agreement**" shall mean the legal instrument that will be executed by the CITY and the Developer in accordance with the Purchase and Sale Agreement that will govern the daily maintenance and operation of the Woonerf, establish level of service standards, and capital replacement schedules.

"**Pad Ready**" shall refer to the Greenleaf Park Site and shall mean all above ground structures, buildings and associated debris has been removed from site, including black top pavement, parking blocks, trees, shrubs. All below grade structures and debris removed from site inclusive of utilities to be abandoned, with all utilities to be capped and removed from site accordingly. Any existing permits and / or payments shall be closed out with the appropriate governmental entities prior to the demolition of the building(s), to include elevator permits, utility payments, utility permits, and demolition permits to ensure that site is turned over free and clear of pending liens and /or inspections. Site to be left with raw earth at grade. All Hazardous Materials located in, on or under such site shall be remediated and removed in accordance with applicable law at the sole cost of the CITY.

"**Parking Garage**" shall mean the two (2) parking structures described in Section 4.7.

"**Permits**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Primary Site Plan** " shall mean the proposed RFP Submittal in response to RFP # 011322 issued November 15, 2021, for the Project and amended as shown on composite **Exhibit C,** attached hereto and made a part hereof, and as revised during the site plan approval process from time to time, subject to the terms of this Agreement. Any variance in the square footage of the commercial Components and any variance in the number of units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the 10% variance shall not apply to the Woonerf, Public Recreational Facilities, the Train Station, or Affordable Housing dedication to be provided by DEVELOPER.

"**Parking Maintenance Agreement**" shall mean the legal instrument that shall be executed by the CITY and the Developer in accordance with the Purchase and Sale Agreement that will govern the long-term preservation and operation of the public parking associated with this development.

"**Permitted Exceptions**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Permitted Transfers**" shall have the meaning provided in Section 12.3.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Purchase and Sale Agreement**" shall mean that certain Purchase and Sale Agreement between the City and Developer for the City-owned Property as defined in **Exhibit A,** as the same may be amended from time to time by the parties thereto.

"**Purchaser Termination Events**" shall have the meaning set forth in the Purchase and Sale Agreement.

"**Project**" shall have the meaning provided in Section 2.2.

"**Site Plan Approval Period**" shall have the meaning set forth in the Purchase and Sale Agreement, as such time period may be extended as set forth therein.

"**Substantial Completion Date**" shall mean that date on which the Developer makes application to the CITY for Temporary Certificate of Occupancy (TCO) for the Project with the exception of the Woonerf Component and Train Station Component (if applicable) in accordance with provisions for CITY MANAGER extensions pursuant to Section 3.7 herein and with allowance for time extensions as provided in such Section 3.7.

"**Surviving Obligations**" shall mean any indemnities, covenants and obligations of Developer which survive the closing under the Purchase and Sale Agreement, and any termination of this Agreement. Unless otherwise expressly set forth in this Agreement, all indemnities of Developer contained in this Agreement shall be Surviving Obligations.

"**Train Station Delivery Agreement** shall mean the legal instrument executed by the CITY and the Developer in accordance with the Purchase and Sale Agreement that will govern the critical

path, design, construction, development cost responsibilities associated with the completion of the Train Station proximate to the development.

"**Termination Notice**" shall mean written notice given by Developer to the CITY pursuant to the terms of the Purchase and Sale Agreement stating that Developer has elected to terminate this Agreement for the reasons set forth therein.

"**Transfer**" shall have the meaning provided in Section 12.1.

"**Woonerf**" shall mean that segment of Northeast 12th Avenue between Northeast 36th Street and Northeast 38th Street to include a finished element which shall extend to the edge of the Florida East Coast Railroad (FEC) Right-of-Way and that portion of Northeast 37th Street from Northeast 12th Avenue east to NE 13th Avenue. In accordance with the proposed RFP Submittal in response to RFP # 011322 issued November 15, 2021, for the Project, portions of the Woonerf exist both within the Public roadways/ right-of-way and the private property boundaries of the project.

"**Woonerf – Enhanced**" shall differ from the original Woonerf (NE 12th Avenue) concept which followed the curved road and encompassed mainly the east side of the road with pedestrian activation from the roadway up to the buildings. The Enhanced Woonerf will take that concept and extend it westward to the property line (and easement) along the FEC boundary. The Enhanced Woonerf will take most of the elements from the train welcoming area and repurpose it to serve the Woonerf to include hardscape (concrete and pavers) and softscape (landscaping) that creates an additional public plaza and gathering space. This space will allow for many uses and will have the ability to provide additional event space for the City of Oakland Park and its residents. In addition to the added infrastructure for this purpose, the Enhanced Woonerf will also include additional infrastructure (water, electrical/data conduit, etc.) to allow for the potential future addition of the Train Station with minimal disruption to the overall space reducing the impact and future cost of adding the potential Train Station. The final design will take in account a new primary use of pedestrian activation, but will also be considered a phasing to allow the future potential Train Station to be built.

2.4 Physical Condition after Development Agreement Execution.

The CITY agrees that, after the execution of this Agreement and the delivery by the Developer under the Purchase and Sale Agreement to the Escrow Agent of the Second Deposit, the CITY will not take any actions that could materially and adversely affect (i) the physical condition of the Property owned by the CITY or (ii) the status of title to the Property owned by the CITY (as described in (i) or (ii) of this sentence, each a "**material adverse change**"). At least thirty (30) calendar days, but not more than sixty (60) calendar days, days before the Closing on Project, the Developer shall have the right to update its environmental reports and re-inspect the CITY Property comprising the Project to confirm that the condition of the CITY Property has not materially and adversely changed since the expiration of the Inspection Period. If the updated inspections or reports reveal any material adverse changes in the physical condition of, or title to, the CITY Property occurring after the expiration of the Inspection Period, which were not caused by Developer or Developer's Representatives, the CITY shall have forty-five (45) calendar days, following written notice thereof from the Developer to the CITY, to cure the material adverse change; provided, however, that if such material adverse change is capable of cure but cannot reasonably be cured within forty-five (45) calendar days, such failure shall not constitute an Event of Default so long as the CITY provides the Developer with written notice within fifteen (15) calendar days of receipt of the Developer's notice advising the Developer that the default cannot be reasonably cured within forty-five (45) calendar days and specifying the reasons therefore and, within the thirty (30) day period, commences and thereafter is in good faith proceeding diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed one hundred eighty (180) calendar days in the aggregate

after CITY'S receipt of the original written notice. If the CITY cannot cure such material adverse changes to Developer's reasonable satisfaction in the time set forth herein, then, (i) CITY shall be in default under the Purchase and Sale Agreement and (ii) Developer will have the right to terminate this Agreement and the Purchase and Sale Agreement by delivering written notice to the CITY, in which case, (a) the Deposits shall be returned to the Developer and (b) the Developer shall be entitled to recover actual damages against the CITY for such breach as set forth in Section 9.2 of the Purchase and Sale Agreement.

Article 3. Site Plan Development.

3.1 Primary Site Plan. the proposed site plan for the Project, submitted by DEVELOPER in response to RFP #011322 issued November 15, 2021 together with elevations of the Project, all as shown on composite **Exhibit C,** attached hereto and made a part hereof, and as revised during the site plan approval process from time to time, subject to the terms of this Agreement. Only conceptual designs have been reviewed and no approval has been issued. The foregoing shall in no way constitute or be construed as the approval or issuance of a development order, it being expressly acknowledged and agreed by the Developer that the "Site Plan" will require separate submission, review, and approval pursuant to the requirements of the CITY'S Code and requirements of any other Governmental Authorities.

3.2 Failure to Acquire Additional Parcels: The Development Program represented in **Exhibit C** shall be defined as the Primary Site Plan. The Developer and the CITY agree that both Parcel A and Parcel B, as defined herein, may be acquired to construct the Primary Site Plan. Should the Developer fail to acquire either Parcel A or Parcel B, or both, the Developer shall instead commit to the construction of the Alternate Site Plan A-1 or Alternate Site Plan A-2. The Developer and the CITY agree that failure to acquire Parcel B will not alter the overall development program, and the recreational elements will be designed and confined to the boundaries of City owned parcels which comprise Greenleaf Park.

(a) The Alternate Site Plans: is defined as follows and is illustrated in **Exhibit D** attached hereto as Alternate Site Plan A-1 and Alternate Site Plan A-2:

Alternative Site Plan A-1

i. **The North Building Component**: 6 Story Mixed Use Building with 5,225 Gross Square Feet of Ground Level Retail, Five (5) Live Work Units, 22,900 Gross Square Feet of Commercial with covered drop off, Fourteen (14) Mid Rise Residential Units, a Parking Garage with the required parking spaces to support the Project in tandem with other parking facilities of the Project, and a Rooftop Event Space (collectively the "**North Building Component**"), any variance in the gross square footage of the commercial Components or the number of units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

ii. **The South Building Component**: 6 Story Mixed Use Building with 21,615 Gross Square Feet of Ground Level Retail, a Parking Garage with the required parking spaces to support the Project in tandem with other parking facilities of the Project and Residential Liner, 239 Mid Rise Residential Units, and a 21,500 Square Foot Amenity Deck (collectively the "**South Building Component**"), any variance in the gross square footage of the commercial Components or the number of units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

iii. **The Residential Building Component**: 3 Story Residential Building with Thirty-Six (36) Apartment Flats (each a "**Unit**" and, collectively, the "**Units**"); any variance in the gross square footage of the commercial Components or the number of units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission which approval shall not be unreasonably withheld.

iv. **The Public Recreational Space Component**: The construction of Greenleaf Park which is inclusive of the City Owned Future Greenleaf Park site (currently known as 1300 NE 38th Street) and potentially Parcel B (as defined in the RFP #011322, more specifically described in **Exhibit A** attached hereto. The park shall include an Open-Air Pavilion, Central Courtyard, Basketball Court, Two (2) Tennis Courts, Playground with Shade Canopy, Open Play area, fencing, lighting, conduit as specified and Parking (collectively the "**Public Recreational Space Component**"). The ten percent (10%) variance shall not apply to the Public Recreational Space Component.

v. **The Woonerf Component**: 13,597 Gross Square Feet of Greenspace with Three (3) green island spaces. The Woonerf shall include a finished element which shall extend to the edge of the Florida East Coast Railroad (FEC) Right-of-Way as defined herein as the "**Enhanced Woonerf**" (collectively the "**Woonerf Component**"). The ten percent (10%) variance shall not apply to the Woonerf Component.

vi. **The Train Station Component**: A 500 Foot by 17 Foot (500' x 17') Station Platform and associated amenities as required by the Florida Department of Transportation (FDOT) or other authorized commuter rail agency (collectively the "**Train Station Component**"). The ten percent (10%) variance shall not apply to the Train Station Component.

vii. **The Open Space Component**: A bioswale and Walking Path, Dog /Pocket Park with preservation tree (collectively the "**Open Space Component**") will represent a minimum of 25% of the net lot area of the site and rooftop amenities will represent a minimum of 10% of the net lot area of the site, any reduction in the calculated square footage of such components greater than ten percent (10%) shall require the approval of City Commission, which approval shall not be unreasonably withheld; provided however that if Parcel A is not acquired by PURCHASER, then, such bioswale shall not be constructed and shall not be included in the Project.

viii. **The Public Parking Component**: 195 public parking spaces shall be designated free to the public, of which approximately 135 spaces shall be within the parking structures located in the North Building and the South Building, and approximately sixty (60) spaces which shall be surface parking spaces (collectively the "**Public Parking Component**"). The ten percent (10%) variance shall not apply to the Public Parking Component.

Alternate Site Plan A-2

i. **The North Building Component**: 5 Story Mixed Use Building with 11,000 Gross Square Feet of Ground Level Commercial/Retail, Forty-Two (42) Mid Rise Residential Units, a

Parking Garage with the required parking spaces to support the Project in tandem with other parking facilities of the Project, and a Rooftop Event Space (collectively the "**North Building Component**"), any variance in the gross square footage of the commercial Components or the number of units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

ii. **The South Building Component**: 6 Story Mixed Use Building with 21,615 Gross Square Feet of Ground Level Retail, a Parking Garage with the required parking spaces to support the Project in tandem with other parking facilities of the Project and Residential Liner, 239 Mid Rise Residential Units, and a 21,500 Square Foot Amenity Deck (collectively the "**South Building Component**"), any variance in the gross square footage of the commercial Components or the number of units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

iii. **The Residential Building Component**: 3 Story Residential Building with Thirty-Six (36) Apartment Flats (each a "**Unit**" and, collectively, the "**Units**"); any variance in the gross square footage of the commercial Components or the number of units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission which approval shall not be unreasonably withheld.

iv. **The Public Recreational Space Component**: The construction of Greenleaf Park which is inclusive of the City Owned Future Greenleaf Park site (currently known as 1300 NE 38th Street) and potentially Parcel B (as defined in the RFP #011322, more specifically described in Exhibit A attached hereto. The Park shall include an Open-Air Pavilion, Central Courtyard, Basketball Court, Two (2) Tennis Courts, Playground with Shade Canopy, Open Play area, fencing, lighting, conduit as specified and Parking (collectively the "**Public Recreational Space Component**"). The ten percent (10%) variance shall not apply to the Public Recreational Space Component.

v. **The Woonerf Component**: 13,597 Gross Square Feet of Greenspace with Three (3) green island spaces. The Woonerf shall include a finished element which shall extend to the edge of the Florida East Coast Railroad (FEC) Right-of-Way as defined herein as the "Enhanced Woonerf" (collectively the "Woonerf Component"). The ten percent (10%) variance shall not apply to the Woonerf Component.

vi. **The Train Station Component**: A 500 Foot by 17 Foot (500' x 17') Station Platform and associated amenities as required by the Florida Department of Transportation (FDOT) or other authorized commuter rail agency (collectively the "**Train Station Component**"). The ten percent (10%) variance shall not apply to the Train Station Component.

vii. **The Open Space Component**: A bioswale and Walking Path, Dog /Pocket Park with preservation tree (collectively the "**Open Space Component**") will represent a minimum of 25% of the net lot area of the site and rooftop amenities will represent a minimum of 10% of the net lot area of the site, any reduction in the calculated square footage of such components greater than ten percent (10%) shall require the approval of City Commission,

which approval shall not be unreasonably withheld; provided however that if Parcel A is not acquired by PURCHASER, then, such bioswale shall not be constructed and shall not be included in the Project.

viii. **The Public Parking Component**: 195 public parking spaces shall be designated free to the public, of which approximately 135 spaces shall be within the parking structures located in the North Building and the South Building, and approximately sixty (60) spaces which shall be surface parking spaces (collectively the "**Public Parking Component**"). The ten percent (10%) variance shall not apply to the Public Parking Component.

(b) Results if Developer Does Not Acquire Parcel A, Parcel B or Both: The following provisions shall apply in the event that the Developer fails to acquire Parcel A, Parcel B, or both:

(i) Failure to Acquire Parcel A: If the Developer fails to secure Parcel A as a part of the development, then the Developer shall construct one of the Alternate Site Plans. The Developer and the City agree that all other provisions, commitments, financial agreements, incentives, or inducements, agreed to between the parties shall remain the same, despite the decision to construct the Alternate Site Plan.

(ii) Failure to Acquire Parcel B: The Developer shall provide the CITY with $500,000.00 in capital improvements (construction value) proximate to the development if the Developer fails to acquire title to Parcel B on or before the Closing. These capital improvements shall include, at the discretion of the CITY, the demolition of Greenleaf Park as defined herein, or NE 13th Avenue Improvements, or NE 36th Street Pump station relocation, or other improvements within the proximate boundary illustrated in **Exhibit F** attached hereto. The above-mentioned public benefit shall be completed and accepted by the CITY no later than the date of Substantial Completion for the Project. The Developer shall provide the CITY with a cost estimate for the capital improvement(s). Should the CITY approve the cost estimate and direct the Developer to proceed with such capital improvement(s), then, the CITY and the Developer agree that any capital construction cost in excess of Five Hundred Thousand Dollars ($500,000) shall be paid for by the CITY (and any such excess costs incurred by the Developer with respect to such capital improvement(s) shall be reimbursed by the CITY).

(iii) Failure to Acquire both Parcel A and Parcel B: If the Developer fails to secure both Parcel A and Parcel B, then the provisions of Sections 3.2(b)(i) and 3.2(b)(ii) shall apply.

3.3 Government Approvals. Only conceptual designs have been reviewed by the CITY and no Government Approval by the CITY has been issued. The CITY hereby acknowledges and agrees that either the Primary Site Plan, as shown on **Exhibit C**, or the Alternate Site Plans under the described conditions in Section 3.2, as shown on **Exhibit D**, attached hereto and made a part hereof, are acceptable to the CITY; provided that any variance in the gross square footage of the commercial components in such Site Plan or the number of units in the residential components in such Site Plan, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld. The foregoing shall in no way constitute or be construed as the Government Approval of the Site Plan or issuance of a development order, it being expressly acknowledged and agreed by the Developer that the "Site Plan" will require separate submission, review, and approval pursuant to the requirements of the CITY'S Code and requirements of any other Governmental Authorities. As soon as practicable and prior to closing the Property, but no longer than what is shown on the Critical Path, as revised from time-to-time in accordance with this Agreement, the Developer shall submit to the CITY for

its review and approval, all applications and other submittals required to obtain the Government Approvals for the Project, such approval not to be unreasonably withheld, delayed or conditioned provided applications and other submittals are consistent with the approved Project and comply with all Applicable Laws. Following such review and approval, the CITY hereby agrees to execute and deliver to the Developer, in the CITY'S capacity as the owner of the Property, all applications and other submittals required to obtain the Government Approvals. If any such documents in which the CITY'S joinder is requested contain material financial obligations binding (or which may become binding) upon the CITY, such obligations must be assumed by the Developer. If the Purchase and Sale Agreement or this Agreement is terminated, then upon the CITY'S request, Developer shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Developer, with respect to the Government Approvals, which foregoing obligations shall survive termination of this Agreement. No later than the time of Site Plan submittal to the City, the Developer shall complete and submit to the CITY: all design requirements, including the proposed Site Plan prior to submittal; preliminary civil engineering; any other plans and specifications required for the development to proceed; design elements (excluding logos) for the various buildings within the Project, including definitions of sample architectural styles with representative illustrations; and copies of applications for any Government Approvals required for the development and construction of the Project. The CITY shall approve the foregoing if they are substantially consistent with the Primary Site Plan or the Alternate Site Plan attached hereto as **Exhibits C and D**. Thereafter, the Government Approvals shall proceed in accordance with the City's ordinances and Land Development Code and the representative design elements and style portion of the documents, once approved by the CITY, will be the "Architectural Scheme" for the Project.

3.4 Third Party Review To Assist With Government Approvals. The Developer may at its sole discretion in order to expedite the Government Approval process, including construction and inspection phase, request that the CITY engage the services of an outsourced consulting firm to complete the various development reviews in connection with the issuance of the Government Approvals should the City so elect to outsource the development review process. The Developer shall be responsible for any and all additional costs associated with the engagement of the outsourced reviews.

3.5 Site Plan. The CITY hereby acknowledges and agrees that the Developer's Primary Site Plan, as shown on **Exhibit C** and the Alternate Site Plans, as shown on composite **Exhibit D**, attached are conceptual designs which have been reviewed and no approval has been issued. The foregoing shall in no way constitute or be construed as the approval or issuance of a development order, it being expressly acknowledged and agreed by the Developer that the "Site Plan" will require separate submission, review, and approval pursuant to the requirements of the CITY's Code and requirements of any other Governmental Authorities. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Agreement or the Purchase and Sale Agreement, the Developer shall have the sole right and discretion to designate the site plan that shall be used to develop the Project (i.e. whether the Primary Site Plan or one of the two Alternate Site Plans).

(a) Developer shall in consultation with CITY staff and the CITY traffic/engineering consultants prepare a conceptual, preliminary traffic and circulation plan for the Project. The complete traffic and circulation plan will be prepared as part of this Site Plan approval process. All landscaping shown on the proposed Site Plan shall be compliant with the City's code requirements. The entire proposed Site Plan, to be based upon either the Primary Site Plan or the Alternate Site Plans attached as **Exhibits C and D** attached hereto, shall be approved by the City and all applicable Governmental Authorities in order for the Developer to proceed with development of the Project. No changes, alterations or modifications shall be made to the Site Plan (either prior to or after Government Approvals) without the prior written approval of the CITY, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however such approval may be withheld in the CITY's sole and absolute discretion if the requested change, alteration or modification consists of a Material Change.

(b) For purposes of this Agreement, a "**Material Change**" to the Site Plan means and refers to a requested change, alteration or modification that (i) increases or decreases the total number of residential units by greater than ten percent (10%), (ii) decreases the amount of square footage in the Commercial Components by greater than ten percent (10%), (iii) eliminates or decreases any improvement constituting the Public Recreational Space, the Woonerf, the Train Station Component, Public Parking, or, in the aggregate with all other changes, alterations and modifications decreases the square footage of open space, building size, landscaped area or any other common areas by ten percent (10%) or more, variance shall not apply to the Public Recreational Space, the Woonerf, the Train Station, Public Parking Spaces, or the Affordable Housing dedication provided by Developer, (iv) significantly modifies traffic circulation on the site as determined by the CITY MANAGER and/or (v) significantly alters the Architectural Scheme from that previously approved by the CITY, as determined by the CITY MANAGER.

(c) All Material Changes are subject to requirements of the City's review process.

(d) Following issuance of the Government Approval for the Site Plan for the Project by the City, the Developer shall not initiate or request review by the City of any changes or alterations to the approved Site Plan for the Project except for Permitted Changes (hereinafter defined), which approval shall be granted in CITY's sole discretion. The CITY shall expeditiously process all requests for Material Changes.

(e) For the purposes of this Agreement, "**Permitted Changes**" mean revisions or changes that arise as a result of (i) any term or provision in the Florida Building Code, the fire code, or any other applicable government regulation or law, (ii) any unforeseen site conditions, or (iii) any life safety issues.

3.6 Timeline; Development, Government Approvals and Permits.

(a) Within two hundred and ten (210) calendar days after the expiration of the Inspection Period, the Developer shall provide the City with a Parcel Acquisition Declaration in accordance with Section 10(c) of the Purchase and Sale Agreement. Such declaration will confirm the Developer's selection of the final site plan. The final site plan must be based upon either the Primary Site Plan or the Alternate Site Plan A-1 or Alternate Site Plan A-2 attached as **Exhibits C and D** attached hereto. Any variance in the square footage of the commercial Components or in the number of residential units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the 10% variance shall not apply to the Woonerf, Public Recreational Facilities, the Train Station, or Affordable Housing dedication to be provided by Developer. The CITY shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications as to the existence of material changes within ten (10) Business Days of receipt of request for same. If the CITY fails to either approve or disapprove (either with or without conditions) the submitted Plans and Specifications within fifteen (15) Business Days following written notice to the CITY, then, the Plans and Specifications submitted shall be deemed approved as to compliance with the elements of this Agreement by the CITY.

(b) However, should the final Site Plan include a Material Change the aforementioned timelines for review shall not apply.

3.7 Critical Path.

(a) The Developer will be responsible for initiating and diligently pursuing the Government Approval applications in accordance with the critical path timeline attached hereto as composite **Exhibit B**

(the "**Critical Path**"), which Critical Path, as amended from time to time, shall serve as the Developer's time frame for performance with respect to obtaining the Government Approvals, to obtaining the Permits for the Project and constructing the Project, subject to the terms of the Purchase and Sale Agreement and this Agreement.

(b) Notwithstanding any other provisions of the Agreement, the Critical Path may be extended for delays occasioned by the following events: (i) acts of God; (ii) pandemic or other health related occurrence; (iii) terrorism; (iv) once construction begins - extreme weather, a named storm, a hurricane or other tropical event as declared by the National Weather Service, (v) strikes, lockouts or other labor trouble, (vi) inability to procure material that adversely affect the construction of the Project, (viii) restrictive governmental ordinances, orders, policies, directives, decrees, laws, regulations or any other form of governmental controlling guidance, (ix) riots, insurrections, or war, (x) other reason of like nature not within the control of and not the fault of the party delayed in performance work or doing acts required under this Agreement, (xi) withholding of governmental approvals or restrictions not due to the fault, delay or negligence of the Developer, (xii) delay or negligence by the CITY; (xiii) appeals of governmental approvals or lawsuits by any third party (whether individual or otherwise) instituted to prevent the issuance of any approvals or permits, or otherwise stop construction of the development after commencement; or (xiv) similar events not reasonably foreseeable and beyond the reasonable control of Developer (collectively, "**Force Majeure**"). "Force Majeure" shall not apply to a new or ongoing pandemic, except if said pandemic results in the closure or reduction of CITY government operations that quantitatively or qualitatively affects the Governmental Approval process. In addition to the foregoing, the PURCHASER shall only be permitted to invoke the tolling and extension of permits and other authorizations granted under Section 252.363, Florida Statutes, to extend the deadlines under this Agreement for declarations of a state of emergency for natural emergencies declared for Broward County which directly and materially adversely affect the ability of the PURCHASER to meet the schedule as set forth in this Agreement.

(c) The Developer will be required to provide notice to the CITY that the Developer is requesting an extension due to Force Majeure. The Developer must provide a list of the reasons why the Force Majeure provisions apply and together with supporting documentation as to the extension on the Critical Path. The City Manager shall, within ten (10) business days after receipt of any such list and supporting documentation, provide notice to Developer as to whether CITY disputes that any of the events included in the definition of "Force Majeure" would give rise to an extension of time for Developer's performance based on Force Majeure. In which case, the Developer and the CITY agree to enter into binding arbitration in order to determine if a reasonable extension should be granted. In the event the CITY agrees with the extension requested by Developer, or any portion of the requested extension, then the Critical Path schedule shall be so extended hereunder. The City Manager may not issue extensions for Force Majeure in excess of ninety (90) calendar days in total **with the exception of** (i) delay or negligence by the CITY, (ii) appeals of governmental approvals or lawsuits by any third party (whether individual or otherwise) instituted to prevent the issuance of any approvals or permits, (iii) the conditions of acts of God; (iv) new occurrences of pandemic, (v) new governmental restrictive laws, regulations, policies, orders, decrees or other action(s) with respect to COVID 19; (iv) terrorism; (v) once construction begins, named storms, hurricanes, inclement weather which is in excess of those days normally forecasted by the National Weather Service for the given month in South Florida which materially and adversely interfere with construction and (vi) unforeseen physical conditions on the site. For the avoidance of doubt, such ninety (90) calendar day time period constitutes a limitation of the authority of the City Manager to grant an extension without separate action by the City Commission; provided that if such Force Majeure extends beyond such ninety (90) calendar day time period, then the approval of the City Commission shall be required for any such extension, which approval shall not be unreasonably withheld or delayed.

(d) The CITY shall cooperate with the Developer in processing all necessary Government Approvals to be issued by the City, as well as by all other applicable Governmental Authorities. The parties recognize that certain Government Approvals will require the City and/or its boards, departments or agencies, acting in their police power/quasi-judicial capacity, to consider certain governmental actions. The parties further recognize that all such considerations and actions shall be undertaken in accordance with established requirements of Applicable Laws in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on such applications by virtue of the fact that the CITY may have been required to consent to such applications as the owner of the Property. Nothing in this Agreement shall entitle the Developer and/or the CITY to compel the City to take any action in its police power/quasi-judicial capacity, except to timely process the applications. The Developer shall pay for all permit fees, impact fees, and all other costs and expenses associated with the Government Approvals and as required by Applicable Laws. The CITY agrees to use its good faith efforts to assist the Developer in expediting the review and approval process with applicable Governmental Authorities. Nothing in this Agreement is intended to, nor shall be construed as, zoning by contract.

3.8 Failure to Provide Government Approvals. In the event that the CITY and or its boards, departments, or agencies, acting in their police power/quasi-judicial capacity to consider certain governmental actions, fails to provide Government Approvals necessary to construct the Project prior to the Site Plan Approval Period, as such time period may be extended as set forth in the Purchase and Sale Agreement after the Developer submitted applications necessary for the Project along with Plans and Specifications in compliance with Applicable Laws and in accordance with the Developer's Primary Site Plan shown on **Exhibit C** or Alternate Site Plan A-1 and A-2 as shown on composite **Exhibit D** attached hereto and all applicable timeframes for appeals have been exhausted to the City Commission (then, such failure shall entitle the Developer to terminate this Agreement and receive a return of the Earnest Money).

Article 4. Development Obligations.

4.1 General Obligations.

(a) Subject to the terms and provisions of this Agreement, in the event the Government Approvals and the Permits are issued to Developer, then, the Developer shall be responsible for the design, engineering and permitting of the Project in accordance with the terms of this Agreement. After the Closing under the Purchase and Sale Agreement, then, the Developer shall be responsible to construct the Project pursuant to the approved Construction Documents and within the time periods required by the Critical Path.

(b) In connection therewith, Developer shall provide or cause to be provided and furnish or cause to be furnished, all materials, supplies, apparatus, appliances, equipment, fixtures, tools, implements and all other facilities provided for in the Construction Documents, and shall provide all labor, supervision, transportation, utilities and all other services, as and when required for or in connection with the construction, furnishing or equipping of, or for inclusion or incorporation in the Project, (collectively, the "**Work**"); provided however that although the design and construction work related to the Greenleaf Park facilities, the Train Station, the Woonerf, the Enhanced Woonerf and the pump station shall not be included in the definition of the "Work" under this Agreement and such design and construction work shall be set forth in the separate agreements to be entered into between the CITY and the Developer (provided that Kaufman Lynn Construction Inc. shall be the general contractor for such construction work). The Developer is responsible for the design and construction of the Greenleaf Park, The Woonerf, The Enhanced Woonerf, and the Train Station (as defined in, and subject to, Section 4.4) (provided that Kaufman Lynn Construction Inc. shall be the general contractor for such construction work).

(c) Developer shall cause the design, engineering, permitting and construction of the Project to be prosecuted with diligence and continuity and will achieve Substantial Completion (as defined herein) of the Work, free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith on or before the Completion Date (as hereinafter defined). The Developer shall diligently and in good faith proceed to obtain the issuance of all permanent certificates of occupancy or their equivalent and all other certificates, licenses, consents, and approvals required for the permanent occupancy, use and operation of the Project, all within the time frames required by Applicable Laws and the Critical Path.

(d) For the purposes of this Agreement, "**Final Completion**" shall mean all Work for the Project shall have been fully completed including all punch list items for any part of the Work undertaken on behalf of the CITY for any improvements constituting the Public Recreational Component, the Train Station Component if applicable in accordance with the *Train Station Delivery Agreement*, the Northeast 36th Street Pump Station relocation, and any other public improvements required under Section 3.2, substantially in accordance with Construction Documents, (a) all final certificates of occupancy (or their equivalent) all other certificates, licenses, consents and approvals required for the permanent occupancy, use and operation of all of the Units and common areas in the Project shall have been issued or obtained from the appropriate Governmental Authorities, (b) all record drawings (other than as-builts to be delivered to the CITY), electronic files, warranties and manuals have been delivered to the CITY. Substantial Completion of the Project shall occur not later than the respective "**Project Substantial Completion Date**" set forth on the Critical Path, subject to a day for day extension for events of Force Majeure (the respective "**Project Substantial Completion Date**").

4.2 The Woonerf. In accordance with the Response to the RFP submitted by the City, the Developer shall cause the design, engineering, permitting, construction, and completion of the Woonerf Component, as defined herein. The parties agree that the portions of the Woonerf which exist within the CITY right-of-way will remain the property of the CITY and the portions of the Woonerf which exist within the private property boundaries shall remain the property of the Developer. Developer may from time to time request the closure of the City roadway and right-of-way located along the Woonerf Component shall only be granted through the City's Special Event Permit process, which shall not be unreasonably withheld. The parties further agree that the Developer shall be responsible for the maintenance of the hardscape, landscape, lighting, trash, street furnishing, and treatments and the City shall be responsible for the maintenance of the sub-structure of the roadway, drainage, and capital replacement costs associated with same. The CITY and the Developer shall enter into a Long-Term Maintenance Agreement which shall dictate the agreed upon level of service, maintenance, and capital replacement responsibilities between the CITY and the Developer. The parties agree that the Developer shall be responsible for the day-to-day maintenance of the Woonerf, and the CITY shall be responsible for structural repairs to the roadway and scheduled Capital Replacement, as set forth in the Long-Term Maintenance Agreement. The execution of the Long-Term Maintenance Agreement shall be in accordance with the provisions set forth in the Purchase and Sale Agreement.

4.3 The Public Recreational Space. Notwithstanding of Section 3.2, *Failure to Acquire Parcels*. In accordance with the RFP the Developer shall cause the design, engineering, permitting, construction, and completion of The Public Recreational Space known as Greenleaf Park as defined in Section 2.2(a)(4) of this Agreement. The Developer shall engage separate architectural and/or engineering firm(s) to design and engineer the Greenleaf Park on City owned lands in accordance with the Purchase and Sale Agreement. The CITY and the Developer shall cause Kaufman Lynn Construction Inc., as contractor, to enter into a Construction Agreement to cause the permitting, construction, and completion of the Greenleaf Park on City owned lands in accordance with the Purchase and Sale Agreement. The CITY shall review and approve all Plans and Specifications for the Greenleaf Park prior to the submittal of building

permits and in accordance with the Critical Path attached hereto as **Exhibit B**. Developer shall dedicate Parcel B to the CITY in accordance with the Purchase and Sale Agreement.

4.3.1 City Responsibilities. The City shall be responsible for all costs associated with the rezoning of Greenleaf Park and Parcel B if applicable. The City shall complete the rezoning of Greenleaf Park in accordance with the Critical Path attached hereto as **Exhibit B.** Furthermore, the CITY shall be responsible for all costs associated with the demolition and clearing of Greenleaf Park. The CITY shall deliver the City-owned site to the Developer Pad Ready as defined herein, unless otherwise provided in Section 3.2(b) in the event Parcel B is not acquired by the Developer for any reason.

4.4 The Train Station. The CITY and Developer agree that the construction of the Train Station is a benefit to the Project and to the community and as such the Developer has committed to design, engineer, permit, construct, and complete the Train Station, with a maximum expenditure of $1,900,000 in the event (and only in the event) the following three (3) Milestones (each, a "**Train Station Milestone**") are achieved.

(a) **Train Station Milestone 1**. In the event (and only in the event) both the Broward County Board of County Commissioners and the Broward County Metropolitan Planning Organization approve the initial Locally Preferred Alternative (LPA) documentation naming the City of Oakland Park Downtown as a commuter rail station location prior to the earlier of Closing or August 31, 2023 ("**Train Station Milestone 1**"), then at Closing the Developer shall make a non-refundable cash contribution to the CITY in the amount of $633,000 ("**Train Station Contribution No. 1**") for consideration of a future train station or other transportation improvements/enhancements within the boundaries of the Oakland Park Downtown Development District as further defined in the CITY Code of Ordinances, with said amount being above the $11,206,580 Purchase Price. If the "Train Station Milestone 1" is not achieved, then, the Developer is and shall be fully released from any and all responsibilities pertaining to the Train Station. Moreover, the CITY agrees to work with the Developer to support the Developer's efforts to apply for impact fee credits from Broward County with respect to the transportation improvements as a credit against the County's Transportation Concurrency Assessment Fee.

(b) **Train Station Milestone 2**. In the event (and only in the event) "Train Station Milestone 1" is achieved and the National Environmental Policy Act ("**NEPA**") project development process concludes either of the items below (labeled as "i" and "ii") prior to the earlier of Closing or September 29, 2024 ("**Train Station Milestone 2**"), then at Closing the Developer shall make a non-refundable cash contribution to the CITY in the amount of $1,275,000 ("**Train Station Contribution No. 2**"), which shall be paid in lieu of of the **Train Station Contribution No. 1** , and shall be for consideration of a future train station or other transportation improvements/enhancements within the boundaries of the Oakland Park Downtown Development District as further defined in the City Code of Ordinances, with said amount being above the $11,206,580 Purchase Price, then, the Developer and the CITY agree that "provision (b)" shall supersede all of "provision (a)" above. If the "Train Station Milestone 2" is not achieved, then the Developer shall only be responsible for payment related to Train Station Milestone 1 and Train Station Contribution No. 1, to the extent applicable. Moreover, the CITY agrees to work with the Developer to support the Developer's efforts to apply for impact fee credits from Broward County with respect to the transportation improvements as a credit against the County's Transportation Concurrency Assessment Fee.

(i) A Categorical Exclusion ("**CE**") is declared by the Federal Government in accordance with 40 CFR 1580.4 (https://www.energy.gov/sites/prod/files/NEPA-40CFR1500_1508.pdf) and it is formally documented by the Federal Government that neither an environmental assessment ("**EA**") nor an environmental impact statement ("**EIS**") is required.

(ii) A Finding of No Significant Impact ("**FONSI**") is issued and formally documented by the Federal Government in accordance with 23 CFR Part 771.119-123 (https://www.federalregister.gov/documents/2018/10/29/2018-23286/environmental-impacts-and-related-procedures).

(c) **Train Station Milestone 3**. In the event (and only in the event) all requisite governmental approvals are provided for the construction of the Train Station (including the required achievement of both the "Train Station Milestone 1" and the "Train Station Milestone 2" referenced above) prior to the earlier of the Closing or September 29, 2024 from all relevant governmental agencies and entities with authority and/or jurisdiction over the Train Station's construction and location between 34th and 38th streets along 12th Avenue ("**Train Station Milestone 3**"), then the Developer shall cause the design, engineering, permitting, construction, and completion of the Train Station, with a maximum expenditure of $1,900,000 (and this "provision (c)" superseding all of both "provision (a)" and "provision (b)" above), thereby rendering inapplicable any payment related to "Train Station Milestone 1" and "Train Station Contribution No. 1" and any payment related to "Train Station Milestone 2" and "Train Station Contribution No. 2.".

Moreover, the CITY agrees to work with the Developer to support the Developer's efforts to apply for impact fee credits from Broward County with respect to the Train Station as a credit against County's Transportation Concurrency Assessment Fee. The CITY and the Developer agree that if an opportunity arises to fund the cost of the Train Station, the CITY will make the requisite applications to request such funding. However, additional grant funding shall first be dedicated to the payment of costs for the Train Station in excess of $1,900,000 if applicable. If the "Train Station Milestone 3" is not achieved, then, the Developer is and shall be fully released from any and all responsibilities pertaining to the Train Station except the responsibilities outlined in "Train Station Milestone 2", to the extent applicable.

4.4.1 Train Station Delivery Agreement. The CITY and Developer will jointly cooperate to execute a Train Station Delivery Agreement in accordance with the Purchase and Sale Agreement. The Train Station Delivery Agreement will govern the critical path, design, construction, and development cost responsibilities associated with the completion of the Train Station proximate to the development. The City and Developer agree that the development and execution of the Train Station Delivery Agreement shall not be required if Train Station Milestones 1 and 2 are not achieved in accordance with the provisions of Section 4.4(a) and (b).

4.5 Northeast 38th Street Improvements. The Developer shall cause the design, engineering, permitting and construction of the Northeast 38th Street Improvements in accordance with the requirements of the CITY's Transportation Engineer as described as NE 38th Street Reconfiguration "Option Two" as illustrated and attached hereto as **Exhibit E**. The CITY shall provide Local Transportation Fee credits to the Developer, which shall be equal to the cost for the design, engineering, permitting and construction of the Northeast 38th Street Improvements. The Developer may utilize the credits to satisfy Local

Transportation Fees in accordance with Section 163.31801(5) (a), Florida Statutes, and the Developer may sell or transfer such credits in accordance with Section 163.31801(10), Florida Statutes.

4.6 Pump Station Relocation. The CITY and the Developer agree that it is beneficial to both parties to collaborate on the relocation of the existing pump station located at the corner of Northeast 36 Avenue and NE 12th Avenue. The Developer shall collaborate with the CITY to design the pump station to ensure the advantageous relocation within the Project area. Upon review and approval of the cost estimate submitted by the Developer to the CITY, the CITY may direct the Developer to undertake the relocation and shall reimburse the Developer for the entire cost of the relocation of the pump station, subject to the provisions in Section 3.2(b)(ii), including, without limitation, the permitting costs, the pre-construction design costs, the equipment rental costs, the labor and materials costs, the testing costs, the inspection costs, the construction oversight costs, the third party engineering, architectural and any other costs and expenses incurred by Developer to relocate such pump station in order that such relocated pump station is fully optionally and compliance with applicable local law. The CITY is not obligated to proceed with the pump station relocation unless the pump station relocation project and the aggregate cost of such relocation are deemed advantageous to the CITY. In the event that the CITY desires to engage the Developer to construct such pump station relocation project, then, prior to commencing such work, (i) the CITY and the Developer shall cause Kaufman Lynn Construction Inc., as contractor, to enter into a Construction Contract in form and substance reasonably acceptable to the CITY, the Developer and Kaufman Lynn Construction Inc., as referenced in the Purchase and Sale Agreement with respect to such pump relocation construction project and (ii) the Developer shall provide the CITY a written request for reimbursement that documents the aggregate cost of the pump station relocation and the CITY shall reimburse the Developer (and/or Kaufman Lynn Construction Inc.) within thirty (30) calendar days from the date of the request.

4.7 Public Parking Spaces. The Developer shall, as a part of the requirements for the development, construct Parking Garages to support the Project. In accordance with the RFP Submittal, the Developer shall cause the design, engineering, permitting, construction, and completion of 195 additional parking spaces of which approximately 135 parking spaces shall be in parking structures and approximately 60 spaces shall be surface parking. The additional parking spaces shall be dedicated to the public (referred to as "**designated public parking**") and shall be over and above the parking spaces needed to meet the parking requirement per the City's Land Development Code. The Developer shall designate these spaces in perpetuity as free public parking spaces. The CITY and the Developer shall execute a Parking Maintenance Agreement in accordance with the Purchase and Sale Agreement.

4.8 Construction Contract. All contractors and subcontractors on the Project shall be properly licensed and insured and properly skilled in the type of work being done. In accordance with the provisions in the Purchase and Sale Agreement, the CITY and the Developer shall cause Kaufman Lynn Construction Inc., as contractor, to enter into (i) a Construction Contract in form and substance reasonably acceptable to the parties for the relocation of the NE 36th Street Pump Station and the development of Greenleaf Park and (ii) a Construction Contract in form and substance reasonably acceptable to the parties with respect to the construction of the Woonerf and the Enhanced Woonerf.

4.9 Marketing and Leasing. The Developer shall be solely responsible for the marketing, and leasing, and/or sale of all Units and the Commercial / Retail Component included in the Project. The CITY shall have the right to object to any marketing and leasing activities that incorporate recognized signs of hatred or discrimination against any race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation, words or symbols or representations that are violent, obscene, offensive or derogatory.

4.10 Financing of Project. The parties acknowledge and agree that the Developer will obtain Developer Financing for the construction of the Project in an amount not less than Forty Million Dollars

($40,000,000). Notwithstanding the Purchase and Sale Agreement, within no less than thirty (30) calendar days prior to Closing, the Developer shall obtain from an Institutional Lender the Construction Loan Commitment from the entities providing Authorized Financing reflecting all material terms of Authorized Financing and containing no conditions that are not capable of satisfaction by the Developer in order to obtain such construction loan for such Project. All financing, as contemplated in this Agreement, shall require an equitable contribution by the Developer of at least twenty percent (20%) of the cost of all improvements, construction, soft costs, and development of the total Project.

4.11 Right of Repurchase. The City shall have the right to repurchase the Property in accordance with the Repurchase Agreement and the Memorandum of Agreement to be executed by the City and the Developer prior to the conveyance of the City Property which shall implement, and be consistent with, the terms and provisions of the Right of Repurchase granted to the City which is set forth in Section 18 of the Purchase and Sale Agreement.

4.12 Public Benefits and Community Centered Initiatives.

(a) Affordable Housing Designation: The Developer shall dedicate ten percent (10%) of the total residential units in the Project to Affordable Housing for a period of five (5) years. The Affordable Housing dedication shall be at 120% to 140% of the Broward County Area Median Income Level as published by the State of Florida Housing Finance Corporation. If the CITY in partnership with another governmental agency is successful in securing additional financial resources in support of Affordable Housing, then the Developer shall commit to extending the Affordable Housing dedication period commensurate with the requirements of the resources; provided however that any such additional financial resources shall require the prior written approval and consent of the Developer to the extent such funding (i) requires an extension of the initial five year time period to a time period in excess of an additional five years or (ii) otherwise imposes any other Affordable Housing conditions upon any of the residential units in the Project, in each case, as a condition to receiving such funding.

(b) Small/Minority/Women Owned/ Business Participation and Local Workforce Training Program: The Developer shall take steps necessary to encourage the participation of Small/Minority/Women Owned/ businesses and the Local Workforce in the construction of the Project. In accordance with the submittal of RFP #011322, the Developer has set a goal of eighteen percent (18%) participation from Small/Minority/Women Owned/ businesses in the construction of this Project. The Developer shall provide the City with a comprehensive report on the status of this goal at the commencement of construction and substantial completion, or as requested by the CITY with fourteen (14) calendar days written notice. The Developer has also set forth a program to encourage local workforce participation. The Developer shall provide the City with a comprehensive report on the status of this goal at the commencement of construction and substantial completion, or as requested by the CITY with fourteen (14) calendar days written notice.

(c) Community Outreach Strategy. The Developer has set forth a community outreach and public involvement plan that includes, but is not limited to, the following: community meetings and workshops (in-person / virtual); media relations (including press releases and announcements to be shared with local, regional and national media outlets), the CITY communications team collaboration; public presentations and speaking engagements; and community partnerships with local organizations.

(d) Public Art: The CITY and the Developer shall jointly and mutually identify locations throughout the Project which shall include public art. Prior to the installation of any public art throughout the site, the Developer shall gain approval from the City Manager in accordance with the CITY'S

public art process.

(e) Priority Leasing: The Developer will provide priority leasing (two weeks before leasing opens up to the general public) for prospective residential tenants that meet the following criteria:
- Current primary residence (at time of application) is within the City of Oakland Park Downtown Development District area; **and**
- Current employment (at the time of application) includes (but not limited to): teachers, police officers, firefighters, nurses, paramedics, emergency medical technician (EMT), airline pilots, flight attendants, active military, government employees (Federal, State, Broward County, City of Oakland Park); **or**
- Veterans.

4.12 Collaboration and Partnership Initiatives.

(a) Grants: The Developer and the CITY will collaborate to request grants that benefit the CITY and or the Downtown. The CITY and the Developer agree that if the CITY is the grant applicant, the CITY will be responsible for writing and preparing the grants, and Developer will partner with, and/or commit commercially reasonable grant writing support resources in order to support the preparation of grant applications which request that such grants be awarded to the CITY for use in development and construction of the Project. The CITY and the Developer agree that the CITY shall be the sole beneficiary of said grants. Notwithstanding the foregoing, the CITY and the Developer agree that if a funding opportunity for the Train Station arises, then, the CITY will be responsible for preparing the required funding applications and related fund requesting documents, however funding associated with the Train Station shall first be applied to the payment of costs in excess of $1,900,000 if applicable and then any excess funds shall be provided to the Developer. Moreover, the CITY agrees to work with the Developer to support the Developer's efforts to apply for impact fee credits from Broward County with respect to the transportation improvements as a credit against the County's Transportation Concurrency Assessment Fee.

(b) Tower Rights/Broadband Service: The Developer may consider allowing the CITY the license to place a communications tower on the roof of one of the buildings in the Project to support the CITY'S long-term goal of providing Broadband/Wi-fi Services in the Oakland Park Downtown District. The CITY shall be required to first provide the Developer with a written request for the license to install the tower on the roof of one of the buildings in the Project. The written request shall include specifications, plans for ongoing insurance and maintenance, and placement and a commitment by the CITY to be responsible for the construction, installation, insurance and maintenance for such proposed tower. The installation of the tower shall be subject to the Developer's review and approval, which shall not be unreasonably withheld. If the tower project is approved by the Developer, then, the CITY shall be responsible for, and shall pay, for the installation, construction, ongoing insurance for, and ongoing maintenance of, the tower.

(c) Advocacy: The CITY and the Developer shall use commercially reasonable efforts to jointly provide their individual resources to advocate at the State, local, and Federal level for beneficial policies, programs, and funding in support of the Project and its surrounding areas.

Article 5. Performance of the Work.

5.1 Developer shall commence construction of the Project pursuant to the Construction Documents within ninety (90) calendar days subsequent to the Closing Date. Following commencement of any Work, Developer shall diligently pursue in good faith the commencement and completion of the

Work in order that Substantial Completion of the Project is achieved no later than the Project Substantial Completion Date, subject to extension as provided in this Agreement.

5.2 Prior to commencement of construction for the Project or any portion thereof (including any site work), Developer shall cause to be obtained and delivered to the CITY, payment and performance bonds in amounts for the aggregate "hard construction costs" of the Project as required by the applicable bonding companies, covering any and all of the improvements to be constructed/installed in the Project (collectively referred to herein as the "**Bonds**"). Developer shall maintain such Bonds at all times during the performance of such Work for the Project. The Bonds shall in all respects conform to the requirements of Applicable Laws and shall (a) name the Developer as obligee; and (b) be in a form and substance reasonably satisfactory to the CITY and its legal counsel. Both parties agree that AIA Document A311 and AIA Document A312 are satisfactory forms. The surety(ies) providing the Bonds must be licensed, duly authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). Within ten (10) calendar days of issuance, Developer shall record the Bonds in the Public Records of Broward County, which may be recorded by attaching the same to the notice of commencement. In lieu of the "Bonds" provisions in this section, Developer's obligations regarding the Civic improvements may be secured by letters of credit in a form and substance reasonably satisfactory to the CITY and its legal counsel.

5.3 Except as may be otherwise expressly set forth in this Agreement and specifically excluding the CITY Project Expenses, all costs and expenses incurred by the CITY to administer this Agreement, all overhead costs of the CITY and all other costs and expenses incurred by the CITY to otherwise perform its obligations hereunder, Developer shall be responsible for all costs and expenses for the design, engineering, permitting, construction, administration, and inspection of the Work for the entire Project including, but not limited to, the following: (a) all labor and materials for the construction of the Work; (b) all compensation for the design professionals and engineers (and any other consultants) retained by Developer in connection with the preparation of the Primary Site Plan or Alternate Site Plan A-1 and A-2, and Government Approval, Construction Documents, and other documents prepared at the direction of Developer; (c) all permit, license, construction and impact fees and other fees of Governmental Authorities which are legally required at any time during the Developer's performance of the Work; (d) all costs associated with the installation, connection, removal, replacement, relocation and protection of all utilities and all related infrastructure including but not limited to water, sewer (except for NE 36^{h} Street pump station relocation), storm water drainage, telephone, cable, or electric, and (e) all sales, consumer, use and other similar taxes for the Work, which are legally required at any time during the Developer's performance of the Work.

5.4 The Developer agrees that all Work performed under this Agreement shall be (a) performed in accordance with Applicable Laws, including the Florida Building Code; (b) executed in a good and workmanlike manner, free from defects, and that all materials shall be new or made of recycled materials generally accepted and used in the construction industry; (c) undertaken in such a commercially reasonable manner as to minimize, to the extent reasonably practicable, material interference and not materially adversely affect the business or residential operations of the parties and their respective tenants, invitees, customers and/or guests; (d) done in a manner consistent with industry standards and providing for safety measures for persons and property as is standard within the construction industry, including, without limitation, appropriate fencing, dust control and security to prevent theft or vandalism on the Property and/or any materials, vehicles or improvements located on the Property; and (e) done so as to keep the Property on which the construction is being undertaken in a neat and clean condition, with all material construction debris removed off-site on a regular basis as required by the applicable Construction Contract. Developer shall require its contractor to mitigate the level of noise arising from construction activity at the Property between the hours of 7:00 a.m. and 8:00 a.m. each weekday that the Work is being performed at the Project. These mitigation efforts may include, but are not limited to, limiting or restricting the use of

heavy machinery, adjusting or modifying safety warning signals and coordinating louder activities for later times in the day. The foregoing noise mitigation efforts shall not be required for weekday construction activity performed after 8:00 a.m.. In the event that the Developer needs staging areas outside of the Property, Developer will be required to obtain the approval for the use of such property for staging from the owner of such property. Within one hundred twenty (120) calendar days after the Project Final Completion Date, Developer shall provide the CITY with a complete set of "as built" plans and specifications, including one set of printed "record" drawings and one set on CAD, together with one flash drive containing electronic data in a format of the "as-constructed" or "record" plans for the completed Project as it relates to the Public Recreational Component, The Woonerf, and Train Station Components, and right of way improvements (sidewalks, water and sewer connections, drainage).

5.5 In addition to any warranties provided by Applicable Laws, Developer shall cause the general contractor to warrant the Work for a period of one (1) year from the date of Substantial Completion of each material component of the Project, not to include, however, typical operating repairs and maintenance. Other than with respect to the foregoing warranty, all maintenance and repair obligations with respect to the Work shall be the responsibility of the Developer. The CITY and the Developer acknowledge that different Components of the Project may be substantially completed prior to the entire Project being substantially completed. Accordingly, such one year warranty shall commence with respect to the Substantial Completion of each major Component of the Project.

Article 6. Books and Records.

6.1 Upon execution of this Agreement by the Developer, the Developer shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Public Recreational Component, The Woonerf, and Train Station Components, and right of way improvements (sidewalks, water and sewer connections, drainage).

Article 7. Default; Termination.

7.1 Developer Default. An "**Event of Default**" or "**default**" entitling CITY to its remedies below shall occur by the Developer on the happening of any of the following events:

(a) Failure to Observe Agreement. The Developer shall fail to observe, satisfy or perform any material term, covenant or agreement contained in this Agreement and such failure shall continue without remedy for twenty (20) Calendar Days after written notice thereof from the CITY to the Developer; provided, however, that if such failure is capable of cure but cannot reasonably be cured within twenty (20) Calendar Days, such failure shall not constitute an Event of Default so long as the Developer provides CITY with written notice within five (5) calendar days of receipt of the CITY's default notice advising the CITY that the default cannot be reasonably cured within twenty (20) Calendar Days and specifying the reasons therefore and, within the twenty (20) Calendar Day period, commences and thereafter is in good faith proceeding diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed ninety (90) calendar days in the aggregate after Developer's receipt of the original written default notice unless approved by the CITY; or

(b) Inaccuracy of Representation and Warranties. Any material representation or warranty made herein by the Developer shall prove to have been incorrect in any material respect as of the date made; or

(c) Failure to Commence Construction. Failure to commence construction of the Project as required by the Critical Path schedule (subject to extension by Force Majeure events), as revised from time-to-time pursuant to this Agreement; or

(d) Abandonment of Project. The abandonment of the Project by Developer for more than sixty (60) consecutive calendar days, other than as a result of Force Majeure; or

(e) Failure to Complete by Completion Dates. The failure of the Developer to achieve Substantial Completion of the entire Project by the date set out in the Critical Path, subject to extension as a result of Force Majeure; or

(f) Abandonment of Government Approvals. The Developer abandons the diligent prosecution of any of the Government Approvals for the Project, or withdraws applications for the Government Approvals, each without the consent of the CITY, without amending or re-submitting requests for the Government Approvals within one hundred twenty (120) calendar days; or

(g) Material Adverse Change. The occurrence of a material adverse change in the financial condition of the Developer that materially and adversely impairs the Developer's ability to perform or to cause to be performed its obligations under this Agreement; or

(h) Bankruptcy. The Developer shall generally fail to pay debts as such debts become due or shall admit in writing its or their inability to pay its or their debts as such debts become due or shall make a general assignment for the benefit of creditors; the Developer shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or them or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or them or for all or any substantial part of its or their property; or any case, proceeding or other action against the Developer shall be commenced seeking to have an order for relief entered against the Developer, as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Developer or their debts under any law relating to insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Developer or for all or any substantial part of their respective properties, and (i) the Developer shall by any act or omission, indicate its consent or approval, of, or acquiescence in such case, proceeding or action, (ii) such case, proceeding or action results, in the entry of an order for relief that is not fully stayed within sixty (60) calendar days after the entry thereof, or (iii) such, case, proceeding or action remains undismissed for a period of ninety (90) calendar days or more or is dismissed or suspended only pursuant to Section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States bankruptcy law; or

(i) Attachment/Garnishment. The issuance of any attachment or garnishment against the Developer and the failure to discharge the same (by bond or otherwise) within sixty (60) calendar days from the issuance thereof, and the impact of which shall materially and adversely affect the Developer's ability to perform its obligations hereunder; or

(j) Judgments. One or more judgments, orders or decrees shall be entered against the Developer which materially interfere with Developer's ability to perform under this Agreement, and such judgments, orders, or decrees are not fully covered by effective insurance (less deductibles) or shall not have been vacated, discharged, stayed or bonded pending an appeal within thirty (30) calendar days from the entry of such judgment, order or decree; or

(k) Unpermitted Transfer. If the Developer effectuates a Transfer not permitted by this Agreement.

(l) Failure to Close. The Developer shall fail to close on the purchase of Property by the Closing Date, as such Closing Date may be extended by the Purchase and Sale Agreement, unless the

Seller under the Purchase and Sale Agreement has defaulted or a condition to Developer's obligations under the Purchase and Sale Agreement has not been satisfied. Nothing in this sub-section shall be construed as limiting any other provision of this Agreement or the Purchase and Sale Agreement providing an extension of the Closing Date.

The parties acknowledge and agree that with respect to the Events of Default set forth in subsections (b) through (l) above, Developer is not entitled to any cure period except as may be expressly set forth therein or as may be set forth in the Purchase and Sale Agreement.

7.2 CITY's Remedies. Upon the occurrence of an Event of Default by the Developer, the CITY shall be entitled to terminate this Agreement and to equitable remedies (excluding specific performance) and, if the Event of Default occurs prior to the Closing Date, the following additional remedies set forth below:

7.2.1 If Developer fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Developer hereunder and such failure to perform or observe is not cured within twenty (20) Calendar Days after written notice thereof from CITY to Developer (or in the case of a default which cannot be cured in twenty (20) Calendar Days, Developer has failed to commence curing the default within such twenty (20) Calendar Day period), then, as CITY's remedy, (a), if the Event of Default occurred on or prior to the issuance to PURCHASER of the Government Approvals, then, the Earnest Money shall be delivered by the Escrow Agent to the PURCHASER and (ii) if the Event of Default occurred after the issuance to PURCHASER of the Government Approvals, then, subject to the Purchaser Termination Events, the Earnest Money shall be delivered by Escrow Agent to the CITY.

7.2.3 Upon the occurrence of an Event of Default by the Developer, the CITY shall have the right to require the Developer to assign to the CITY, on a non-exclusive basis, all of Developer's assignable rights in and to the non-privileged Plans and Specifications produced in conjunction with the Project. The Developer shall deliver to the CITY within thirty (30) calendar days, an assignment of all of Developer's assignable rights in and to all plans, construction documents, reports, studies, permits, drawings, and designs produced by the Developer and the Developer's contracted professionals as of the date of termination and Developer shall deliver to the CITY a copy of such documents. CITY shall not be entitled to punitive damages, or consequential damages, or loss profits damages from Developer, whether before or after the occurrence of the Closing.

7.3 CITY Default. An "**Event of Default**" or "**default**" entitling the Developer to its remedies below shall occur by the CITY upon the happening of any of the following events:

(a) Failure to Observe Agreement. The CITY shall fail to observe, satisfy or perform any material term, covenant or agreement contained in this Agreement and such failure shall continue unremedied for twenty (20) Calendar Days after written notice thereof from the Developer to the CITY; provided, however, that if such failure is capable of cure but cannot reasonably be cured within twenty (20) Calendar Days, such failure shall not constitute an Event of Default, so long as the CITY provides the Developer with written notice within ten (10) calendar days of receipt of the Developer's default notice advising the Developer that the default cannot be reasonably cured within twenty (20) Calendar Days and specifying the reasons therefore and, within the twenty (20) Calendar Day period, commences and thereafter is in good faith proceeding diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed sixty (60) calendar days in the aggregate after CITY'S receipt of the original written default notice.

(b) Inaccuracy of Representation and Warranties. Any representation or warranty made herein by the CITY shall prove to have been incorrect in any material respect as of the date made.

7.4 Developer's Remedies. If CITY fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by CITY hereunder, and such failure to perform or observe is not cured within twenty (20) Calendar Days after written notice thereof from Developer to CITY, then, provided Developer is not in material default herein, Developer's remedies for such default shall be limited to the recovery of the sum of (i) Developer's actual and direct damages, incurred (but not consequential indirect, special, incidental or speculative damages including, without limitation, lost profits, lost opportunities and punitive damages) and upon the receipt thereof, (ii) Developer's receipt of the Deposits and (iii) Developer's attorney fees and costs described in Section 16.13 incurred by Developer to collect items (i) and (ii), then, this Agreement shall become null and void, and neither party shall have any claims of whatsoever kind, type, nature or description against the other party.

7.5 Cross Termination. The parties agree that notwithstanding anything to the contrary herein a default (after the expiration of any applicable notice and cure period related thereto, if any) by either party under either this Agreement or the Purchase and Sale Agreement shall afford either party the right to terminate this Agreement and/or the Purchase and Sale Agreement.

7.6 Reserved

7.7 Termination. This Agreement (but not the Surviving Obligations) shall terminate upon the occurrence of the earlier of the following events:

(a) A termination of this Agreement as may be permitted under Article 7 of this Agreement; or

(b) Failure of the CITY to provide the Government Approvals as defined herein, necessary to develop the Project as set forth in **Exhibit C or Exhibit D** attached hereto

(c) The completion of the development and construction of the Project and the remaining obligations of the parties under this Agreement with respect to the Project pursuant to the terms and conditions of this Agreement.

7.8 Effect of Termination. If this Agreement shall terminate prior to Closing, the Developer shall, as soon as practicable, but in no event later than the fifteenth (15) calendar days after a termination notice is given, or such shorter period of time in the event of emergency or a life/safety issue:

(a) Furnish all such information and otherwise cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder, including, without limitation, the delivery to the CITY of any written reports required hereunder for any period not covered by prior reports at the time of termination. With regard to the originals of all papers and records pertaining to the Project, the possession of which are retained by the Developer after termination, the Developer shall: (i) reproduce and retain copies of such records as it desires; (ii) deliver the originals to the CITY; and (iii) not destroy originals without first offering to deliver the same to the CITY.

(b) Notwithstanding anything herein to the contrary, all representations and warranties of Developer shall survive the termination of this Agreement for a period of one (1) year along with any other obligations of Developer that expressly survive termination or by their nature need to survive termination in order to provide the CITY with ability to enforce its rights and remedies hereunder.

(c) Notwithstanding the above in the event of City Default and the Developer elects to terminate this Agreement, Developer shall have no obligation or responsibility to produce documentation referenced in this section.

Article 8. Indemnification.

8.1 Indemnification by the Developer. The Developer agrees to indemnify and hold the CITY, its Commission members, agents, consultants and employees harmless, to the fullest extent permitted by law, from all liabilities, losses, interest, damages, costs and/or expenses (including, without limitation, reasonable attorneys' fees, whether suit is instituted or not, and if instituted, whether incurred at any trial, appellate or post judgment level), threatened or assessed against, levied upon, or collected from, the CITY arising out of, from, or in any way connected with or arising from the negligence, recklessness, or intentional wrongful misconduct of the Developer in the performance of this Agreement. Notwithstanding the foregoing, the Developer shall not be required to indemnify the CITY with respect to any liability, loss, damages, costs or expenses suffered as a result of the negligence, gross negligence and/or willful misconduct of the CITY or its agents. To the extent this indemnification clause or any other indemnification clause in this Agreement is subject to the provisions of Chapter 725, Florida Statutes, and such does not comply with Chapter 725, Florida Statutes, as such may be amended, such provision shall hereby be interpreted as the parties' intention for the indemnification clauses and to comply with Chapter 725, Florida Statutes, as such may be amended.

8.2 Limitation on Indemnification. Notwithstanding anything in this Article 8 to the contrary, Developer shall not have any obligation to indemnify or defend the CITY against any claims brought against the CITY by any third party challenging: the CITY's legal authority to sell all or any portion of the Property or enter into this Agreement, the CITY's judgment in selling all or any portion of the Property or entering into this Agreement or the terms and provisions of this Agreement, regardless of whether such claim seeks monetary damages or injunctive, declaratory or other relief. In this event of any conflict between this Section 8.2 and any other provision in Article 8, this Section shall control and govern.

8.3 Survival. The provisions of this Article 8 shall survive the expiration or earlier termination of this Agreement.

8.4 Tort Liability. Any tort liability to which the CITY is exposed under this Agreement will be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations will be applied as if the parties had not entered into this Agreement. The CITY expressly does not waive any of its rights and immunities under Applicable Law.

Article 9. Insurance. Prior to any activity by the Developer, Contractor, or Subcontractor on any portion of the Property, and at all times during the Term of this Agreement, Developer will be responsible for procuring and maintaining the insurance required by this Agreement, at Developer's sole cost and expense.

9.1 General Insurance Provisions.

(a) All policies must be executable in the State of Florida.

(b) All insurers must maintain an AM Best rating of A or better.

(c) The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms issued by the Insurance Services Office (ISO) or

the National Council on Compensation Insurance (NCCI). If ISO or NCCI issues new policy forms during the policy term of the required insurance, Developer will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.

(d) Developer's insurance policies will be primary over any and all insurance available to the CITY, whether purchased or not, and must be non-contributory.

(e) The Developer and its general contractor will be solely responsible for payment of all deductibles and retentions contained in their respective insurance policies. The CITY will be included as an "Additional Insured" on the Commercial General Liability policy and any Umbrella Liability policies, if applicable.

9.2 Evidence of Insurance. Prior to the commencement of any development or construction, Developer shall provide satisfactory evidence of the required insurance to the CITY. Satisfactory evidence of insurance is a certificate of insurance.

9.3 Cancellations and Renewals. All insurance policies shall specify that they are not subject to cancellation or non-renewal without a minimum of thirty (30) days notification to the Developer, and a minimum of ten (10) days notification for non-payment of premium. The Developer will provide the CITY a minimum of thirty (30) days written notice if any policies are cancelled or non-renewed, and ten (10) days written notice of cancellation for non-payment of premium.

9.4 Required Coverages. As a minimum, Developer shall procure and maintain the following insurance coverages, in addition to any additional insurance coverage required in the RFP: Commercial General Liability Insurance. During the term of this Agreement, Developer must maintain Commercial General Liability Insurance, covering the building on an occurrence basis against all claims for personal injury, bodily injury, death and property damage. Such insurance shall be for a combined single limit of Five Million and No/100 Dollars ($5,000,000), and such limits may be satisfied by Developer through a combination of primary and excess liability insurance.

9.5 All Risk Property Insurance. Developer shall be required to obtain Property Coverage (Special Form), to cover the "All Other Perils" portion of the policy at the Replacement Cost Valuation as determined by a certified property appraiser. The policy will also provide "Law and Ordinance" coverage, while giving deference to the age of the improvements, with limits acceptable to both the CITY and Developer.

(a) Umbrella/Excess Liability Insurance. Bodily injury and property damage combined coverage, with limits of no less than One Million and no/100 Dollars ($1,000,000.00) per occurrence and One Million and no/100 Dollars ($1,000,000.00) in the aggregate.

9.6 Coverage Required during Construction will be as follows:

(a) Builders' Risk Insurance. During all construction activities conducted on the Property, including infrastructure development, Developer shall be required to carry builders' risk insurance, including the perils of wind and flood, with minimum limits equal to the "Completed Value" of the improvements being constructed or the total value of the modifications being made, to the extent available. If such levels of coverage are not available, Developer shall carry the full amount of such insurance currently available.

(b) Professional Liability. Developer shall ensure that all architects and engineers performing work on the Project have obtained errors and omissions liability insurance specific to the

design and construction activities prior to the commencement of any design and construction activities. If coverage is provided on a "Claims Made" basis, the policy shall provide for the reporting of claims for a period of two (2) years following the completion of all construction activities. The minimum limits acceptable are $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate annually.

9.7 Premiums and Renewals. Developer shall pay on a timely basis all premiums for the insurance required by this Agreement as they become due. Developer shall renew or replace each policy prior to the policy expiration date, and promptly deliver to the CITY all original Certificates of Insurance and copies of all renewals.

9.8 Inadequacy of Insurance Proceeds. In the event that insurance proceeds are not adequate to rebuild and restore damaged improvements to their previous condition before an insurable loss occurred, and the cause of the deficiency in insurance proceeds is the Developer's failure to adequately insure the improvements as required by this Agreement, Developer must rebuild and restore the improvements as required by this Agreement and will be responsible for payment of any costs of the rebuilding and restoration not covered by the insurance proceeds.

Article 10. Condition of Property.

10.1 CITY's Existing Studies. The CITY has previously provided to Developer copies of all existing engineering studies, surveys, maps, and reports in the CITY's possession pertaining to the Property (the **"Property Reports"**). The CITY consents to Developer's use of the Property Reports in connection with the development of the Project, but the CITY makes no representations or warranties as to the validity, accuracy, or reliability of the Property Reports, and the CITY will not be liable for any errors or omissions in the Property Reports, or for any use of the Property Reports by Developer. Within thirty (30) calendar days after the Effective Date, the CITY will deliver to a Developer a written list describing all Property Reports and copies of any Property Reports not previously delivered to Developer.

Article 11. Representations and Warranties.

11.1 Developer. The Developer represents and warrants to the CITY as follows:

(a) That (i) the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of Florida; (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized and upon execution and delivery by the Developer will constitute the valid and binding agreement of the Developer enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance by the Developer hereunder, will not conflict with, or breach or result in a default under, any agreement to which it is bound.

(b) That there are no pending, threatened, judicial, municipal or administrative proceedings, consent decrees or judgments against Developer which would materially and adversely affect Developer's ability to perform its obligations hereunder.

(c) That the Developer has the credit worthiness and financial capacity to reasonably obtain conventionally acceptable financing to complete this Project.

11.2 CITY. The CITY represents and warrants to the Developer that it is a public body corporate and politic of the State of Florida duly organized under the laws of the State of Florida; (ii) the execution, delivery and performance of transactions provided for this Agreement have been duly authorized and upon execution and delivery by the CITY will constitute the valid and binding agreement

of the CITY enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance by the CITY hereunder, will not conflict with, or breach or result in a default under any agreement to which it is bound.

11.3 Survival. The representative and warranties set forth in this Article 11 shall survive the expiration or earlier termination of this Agreement.

Article 12. Restrictions On Transfer and Assignment of Agreement.

12.1 Transfers. For purposes of this Agreement, a "**Transfer**" is any total or partial sale, assignment, or conveyance of any of the following: (i) Developer's interest in the Property or any portion thereof; (ii) Developer's interest in this Agreement; (iii) the Project or any part thereof; (iv) any interest in the Project, or any part thereof; (v) any ownership interest in Developer; (v) any series of such Transfers, or any contract or agreement to do any of the same, that have the cumulative effect of a sale; or (vi) any other transaction or series of transactions in the nature of a sale. The term "Transfer" shall exclude any collateral assignment of this Agreement in connection with any financing for the Project.

12.2 Restrictions on Transfer. Developer represents and agrees for itself and its successors and assigns (except as so authorized by the provisions of this Agreement) that it shall not make, permit, or suffer to be made or created any Transfer unless it complies with the provisions of this Article. Any Transfer that violates this Agreement will be null and void and of no force or effect.

12.3 Transfers Not Requiring CITY Consent. The following Transfers ("**Permitted Transfers**") are permitted without obtaining the written consent of the CITY:

(a) Foreclosure. Any Transfer directly resulting from the foreclosure of a Mortgage on the Property or the granting of a deed in lieu of foreclosure of a Mortgage on the Property, or any Transfer made by the purchaser at foreclosure sale of a Mortgage or by the grantee of a deed in lieu of foreclosure of a Mortgage, if such purchaser or grantee is the Lender or a nominee of the Lender.

(b) Transfers To or Among Affiliates. So long as an Affiliate of Horizon Oakland Park, LLC and/or Arthur J. Falcone is still the acting manager of such Affiliate, then so long as the beneficial Members, Limited Partners and/or Investors of the entity do not violate Section 12.4(a)(iii), (iv) or (v), then the ownership percentages can change.

(c) Transfers of Ownership Interests in Developer. Any Transfer, or series of Transfers, totaling not more than thirty percent (30%) of the direct or indirect ownership interests in Developer, provided that at all times after such Transfer, either Arthur J. Falcone, or a successor individual approved by the CITY, continues to direct the day-to-day management and policies of Developer.

(d) Transfers Resulting from Death or Incapacity. Any Transfer resulting from the death or incapacity of Arthur J. Falcone, or from the death or incapacity of a successor individual approved by the CITY to direct the day-to-day management and policies of Developer, provided that the survivor of Arthur J. Falcone, or the successor individual approved by the CITY, shall continue to direct the day-to-day management and policies of Developer.

(e) Transfers after Completion. Any Transfer, or series of Transfers, of any Parcel, or portion thereof, after all improvements on that Parcel are completed and certificates of occupancy issued for such improvements.

12.4 Transfers Requiring CITY's Consent. This Agreement shall apply to and bind the successors and assigns of CITY and Developer. The Developer shall not assign this Agreement without first obtaining the written approval of the CITY provided, however, Developer may assign this Agreement to an entity which is owned and controlled by Developer (or its principals). In connection with any permitted assignment, Developer shall provide CITY with the name of the assignee and the executed assignment and assumption agreement not more than ten (10) calendar days following to the assignment and assumption.

(a) An "Acceptable Transferee" is an individual or entity meeting the following minimum qualifications:

(i) Development Experience. The proposed transferee, or its management team, must possess development experience in the State of Florida equal to or better than the experience of the Developer as set forth in the Developer's response to the RFP.

(ii) Financial Resources. The proposed transferee must possess the financial resources equal to or better than the financial resources of the Developer as set forth in the Developer's response to the RFP.

(iii) Character and Reputation. The proposed transferee must possess a character, reputation and status in the community equal to or better than the character, reputation and status of the Developer as set forth in the Developer's response to the RFP.

(iv) No Violations. The proposed transferee must have no outstanding material violation of a Governmental Requirement against the proposed transferee or against any property owned or managed by the proposed transferee in the State.

(v) No Convictions or Indictments. The proposed transferee must not be owned, controlled or managed by entities or individuals who have been convicted, or are presently under indictment, for felonies under the laws of any foreign or United States of America jurisdiction.

(vi) No Bankruptcies. Neither the proposed transferee, nor any of the individuals or entities who own at least a 10% equity interest in the proposed transferee or who are officers, directors, managers or otherwise have the power to direct and control the business and affairs of the proposed transferee, have filed or been discharged from bankruptcy, or have been the subject of an involuntary bankruptcy, reorganization or insolvency proceedings within the past five (5) years.

(b) To request approval of any Transfer, other than a Permitted Transfer, the Developer shall send a written Transfer Application to the CITY which includes information showing that the proposed transferee is an Acceptable Transferee, including, at a minimum, (a) three (3) years of externally reviewed financial statements, if available; (b) a letter from a Florida bank or other financial institution doing business in Florida indicating the creditworthiness of the assignee; (c) three (3) letters of reference from unrelated third parties regarding the proposed Acceptable Transferee's character and business reputation in the community; and (d) a proposed assignment and assumption agreement ("**Assignment Agreement**") [items a-d are collectively referred to as the "**Transfer Application**"]. Upon request by the CITY, Developer will submit any additional information reasonably requested by the CITY to evaluate the proposed Acceptable Transferee. The CITY will notify the Developer in writing within sixty (60) calendar days after the CITY's receipt of the Transfer Application and additional documentation, if applicable, if the CITY approves the Transfer, which approval shall not be unreasonably withheld, or delayed. If the CITY fails to respond to the Transfer Application within sixty (60) calendar days, the CITY shall be deemed to have approved its consent to the Transfer in question. The CITY may reject a Transfer Application as long as CITY provides reasonable justification, consistent with this Article, explaining why

the proposed Transferee is not an Acceptable Transferee. Any consent to a Transfer shall not waive any of the CITY's rights to consent to a subsequent Transfer.

(c) The CITY, in its sole determination of whether to approve a Transfer, shall be entitled to require, as conditions to granting any such prior approval, that:

(i) Any proposed Acceptable Transferee shall have the business experience and reputation, development track record and sufficient financial capacity to carry out the obligations under this Agreement, as determined, in the sole discretion of the CITY.

(ii) Any proposed Acceptable Transferee, by a written Assignment Agreement satisfactory to the CITY, in its reasonable discretion which is subject to the provisions of this Article, and in recordable form, shall, for itself and its successors and assigns: (a) expressly assume all of the obligations of the Developer under this Agreement with respect to the interest assigned and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions to which the transferor Developer is subject with respect to the interest assigned; and (b) expressly acknowledge that the CITY has all rights and remedies under the Agreement against the Acceptable Transferee if there is a default under the Agreement. As part of the Transfer, the Developer and proposed Acceptable Transferee shall deliver a Proposed Assignment Agreement in a form and substance satisfactory to the CITY and its legal counsel which shall contain an indemnification and hold harmless provisions by the Developer and Acceptable Transferee in favor of the CITY, and by the Acceptable Transferee to Developer, for any liabilities and obligations as the Developer under this Agreement prior to the date of the Assignment Agreement with respect to the interest assigned.

(iii) There shall be submitted to the CITY for review all instruments and other legal documents reasonably necessary to review compliance with this Article 12. A copy of the instruments and other legal documents, including the Assignment Agreement, shall be provided the CITY for review and approval at least sixty (60) calendar days prior to being executed by Developer and the proposed Acceptable Transferee. The CITY agrees to diligently proceed with and complete its review and approval as soon as possible, but in no event later than sixty (60) calendar days after receipt of such instruments and documents.

12.5 Effect on Transfer. Following any Transfer, the Acceptable Transferee is subject to obligations of the "Developer" under this Agreement with respect to the interest assigned and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions to which the transferor Developer is subject relating to the transferred interest. Notwithstanding the foregoing, Developer shall not be released from its remaining liabilities and obligations as the Developer under this Agreement, other than with respect to the interest assigned to the Acceptable Transferee, until the completion of the Project, unless the Transfer was a Transfer of all of Developer's remaining obligations under this Agreement to an Acceptable Transferee, as approved in writing by the CITY in accordance with this Agreement, in which event the Developer is released from any further obligations.

Article 13. Ownership and Control of Developer.

Unless otherwise reasonably approved by the CITY, Developer shall not substitute any of the senior principals of the development team of the Developer on the Project before the Project Completion Date without the prior approval of the CITY. The CITY agrees not to unreasonably withhold its approval to any substitute to any senior principals of the development team of the Developer, provided the qualifications of the substitute individual are at least equal to or better than those of the team member being substituted.

Article 14. Inspections.

14.1 Upon prior notice (which for purposes hereof may include email, oral and/or telephone notice) the CITY shall have reasonable access to the Work for City inspections as required in this Agreement provided that CITY's inspections do not interfere with the Work, but CITY shall not be obligated to conduct any such inspection. The Developer shall provide proper and safe facilities for such access and inspection by the CITY. If any of the Work is required to be inspected or approved by any public authority, the CITY shall cause such inspection or approval to be performed.

14.2 No inspection performed or failed to be performed by CITY shall be a waiver of any of the Developer's obligations or be construed as an approval or acceptance by CITY of the Work or any part thereof.

Article 15. No Liens.

15.1 Developer acknowledges and agrees that prior to Closing the Property is excluded from the definition of "real property" upon which liens may be placed as set forth in Section 713.01(24), Florida Statues. The Developer shall include a provision substantially similar to this Section 15.1 in each of its contracts and purchase orders to be performed prior to Closing, requiring contractors, subcontractors, materialmen, vendors and suppliers to waive any claim or entitlement to a mechanic's or materialmen's lien on the Property owned by the CITY upon which the Work or any portion thereof is to be performed and to look solely to the credit of the Developer or its surety or the credit of the contractor or its surety for payment of any sums clue in connection with the Work.

15.2 Prior to Closing, the Developer shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar lien to be filed or otherwise imposed on any part of the Work or the CITY Property on which the Work is performed. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed, the Developer shall cause such lien to be released and discharged forthwith, or file a bond in lieu thereof. The Developer hereby indemnifies and holds harmless CITY from all claims, losses, demands, causes of action, expenses including attorneys' fees, or suits of whatever nature arising out of any such lien encumbering any of the Property arising from Work engaged by the Developer prior to Closing.

Article 16. Miscellaneous.

16.1 Notices. All notices, requests, consents, demands, approvals or other communications required or permitted under this Agreement shall be in writing, addressed to the appropriate person at the receiving party, and shall be (as elected by the person giving such notice): (a) hand delivered, (b) delivered by overnight courier by a nationally recognized courier, with all fees prepaid; (c) delivered by Registered or Certified Mail, in each case, return receipt requested and postage prepaid; or (d) delivered by email with "FORMAL NOTICE UNDER DEVELOPMENT AGREEMENT" in the subject line (but only if a party's email address is included in its notice address and a hard copy is delivered via one of the other methods described in (a) through (c)), addressed to:

(a) If to the CITY:

City of Oakland Park, Florida
David Hebert, City Manager
3650 NE 12th Avenue
Oakland Park, FL 33334
Email: davidh@oaklandparkfl.gov

With copies to:

Goren, Cherof, Doody and Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Attn: Donald J. Doody, Esq.
Email: ddoody@cityatty.com

(b) If to the Developer:
Horizon Oakland Park, LLC
c/o Falcone Group, LLC
1 Town Center Road, Suite 600
Boca Raton, FL 33486
Attn: Arthur Falcone
Alfonso Costa, Jr.
E-mail: alfonsocjr@falconegroup.info

And to:

Kaufman Lynn Construction, Inc.
3185 South Congress Ave.
Delray Beach, FL 33445
Telephone: (561) 886-4311
Attn: Michael Kaufman, President
Joshua Atlas, Chief Legal Officer
E-mail: mkaufman@kaufmanlynn.com
E-mail: jatlas@kaufmanlynn.com

With a copy to:

Berger Singerman LLP – Counsel to Falcone Group, LLC
201 East Las Olas Boulevard
Suite 1500
Fort Lauderdale, Florida 33301
Attn: Robert W. Barron, Esq.
E-mail: rbarron@bergersingerman.com

Each such notice shall be deemed delivered: (i) if delivered by hand, the date the receipt is signed; (ii) if sent by overnight courier, on the courier's confirmation of delivery date, (iii) if sent by Registered or Certified Mail, upon receipt as indicated by the date on the signed return receipt; (iv) if sent by email, the date the notice was emailed (but only if a party's email address is included in its notice address and a hard copy is delivered via one of the other methods described in (i) - (iii) above); or (v) if the notice is rejected or refused at a physical notice address shown above, or to such other address as either party may designate by notice to the other party from time to time (as long as such rejection or refusal of delivery occurs on a business day).

16.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

16.3 Assignment. Subject to Article 12, the Developer may not assign this Agreement or any of its rights and obligations hereunder, in whole or in part, without the prior written consent of the CITY (which may be withheld in the CITY's sole discretion).

16.4 Project Representatives.. The CITY hereby appoints the CITY Manager to serve as its representative. The CITY Manager shall have the right and authority to provide all consents and approvals, and take other actions, required hereunder on behalf of the CITY; provided, however the CITY Manager shall obtain the consent of the CITY Commission to the extent required by Applicable Laws or where specifically required under this Agreement. The Developer hereby appoints Alfonso Costa, Jr. to serve as its representative. The parties may change their respective designated representative(s) at any time by providing written notice thereof to the other party.

16.5 No Permit. This Agreement is not and shall not be construed as a development agreement under Chapter 163, Florida Statutes, nor a development permit, Government Approval or authorization to commence development.

16.6 Governing Law. The nature, validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue shall lay in Broward County.

16.7 Captions. Captions are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

16.8 Entire Agreement and Amendment. This Agreement and the Purchase and Sale Agreement constitute the entire agreement between the parties hereto related to the development and construction of the Project and no modification hereof shall be effective unless made by a supplemental agreement in writing executed by all of the parties hereto. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Response to RFQ, this Agreement shall control and govern.

16.9 No Joint Venture. The Developer shall not be deemed to be a partner or a joint venturer with the CITY, and the Developer shall not have any obligation or liability, in tort or in contract, with respect to the Property, either by virtue of this Agreement or otherwise, except as may be set forth to the contrary herein.

16.10 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

16.11 Successors. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

16.12 Pronouns. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

16.13 Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

16.14 Civil Rights Compliance. The Developer warrants and represents that it shall not discriminate against any of its employees or prospective employees on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

16.15 Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

16.16 Equitable Remedies. In the event of a breach or threatened breach of this Agreement by any party, the remedy at law in favor of the other party will be inadequate and such other party, in addition to any and all other rights which may be available, shall accordingly have the right of injunction in the event of any threatened breach of this Agreement by any party.

16.17 Third Party Rights. The provisions of this Agreement are for the exclusive benefit of the parties to this Agreement and no other party (including without limitation, any creditor of the CITY or the Developer) shall have any right or claim against the CITY or the Developer by reason of those provisions or be entitled to enforce any of those provisions against the CITY or the Developer.

16.18 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

16.19 Remedies Cumulative; No Waiver. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non- defaulting party by law.

16.20 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

16.21 Signage. Subject to the reasonable approval of the CITY and in accordance with Applicable Laws, the Developer shall have the right to place one or more appropriate signs upon the Property.

16.22 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

16.23 Venue. This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida or federal court in the Southern District of Florida.

16.24 WAIVER OF JURY TRIAL. The parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to

any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

Article 17. Safety and Protection.

17.1 Developer shall be responsible for initiating, maintaining and supervising commercially reasonable safety precautions and programs in connection with the Work. Developer shall take all necessary safety precautions (required by Applicable Laws), and shall take commercially reasonable industry practices and precautions, to prevent damage, injury or loss to:

(a) all persons on the Property or who may be affected by the construction;

(b) all Work and materials and equipment to be incorporated in the Project, whether in storage on or off the Property; and

(c) other property at the Property or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground facilities (i.e., the Force Main) not designated for removal, relocation or replacement in the course of construction.

17.2 Developer shall comply with Applicable Laws of Governmental Authorities having jurisdiction for safety or persons or property to protect them from damage, injury or loss; and shall erect and maintain commercially reasonable safeguards for such safety and protection, taking into consideration the effect on the Project. Developer shall notify owners of property in accordance with Section 24-163 of the CITY Code of Ordinances regarding the commencement of the Work (and other matters as reasonably determined by Developer), and of underground facilities and utility owners as required by Applicable Laws. All damage, injury or loss to any property located on the Property which is caused, directly or indirectly, in whole or in part, by the negligent acts of Developer, any contractor, subcontractor, materialman, supplier, vendor, or any other individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Developer. Developer's duties and responsibilities for safety and for protection of the construction shall continue until Final Completion.

17.3 Developer shall act in a commercially reasonable manner to protect and prevent damage to all components of the Work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft, or vandalism. During the course of the Work, the Developer shall remain responsible for the risk of loss of the Work and shall promptly remedy, repair and replace all damage and loss (other than damage or loss insured under required insurance) to the Work caused in whole or in part by the Developer, the general contractor, a contractor, subcontractor, or anyone directly or indirectly employed or controlled by any of them, or by anyone for whose acts they may be liable and for which the Developer is responsible.

17.4 Developer shall cause its general contractor to be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Applicable Laws.

17.5 In emergencies affecting the safety or protection of persons or the construction or property at the Property Site or adjacent thereto, Developer, without special instruction or authorization from the CITY, is obligated to act to prevent damage, injury or loss to the Property. Developer shall give CITY prompt written notice if Developer believes that any significant changes in the construction or variation from the Construction Documents have been caused thereby.

Article 18. CITY's Representative.

18.1 The parties acknowledge and agree that the CITY may engage in one or more consultants to assist the CITY in the administration of this Agreement and the Project. Any such consultants shall act as an "owner's representative" acting on behalf of the City and shall not have authority to bind the CITY or direct the Developer. Developer agrees to reasonably cooperate with any such consultants engaged by the CITY.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be duly executed by their duly authorized officer where applicable and sealed as of the date first above written.

DEVELOPER:

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____
Arthur Falcone, Manager

Date: 7/21, 2022

By: _____
Michael Kaufman, Manager

Date: _____, 2022

CITY:

CITY OF OAKLAND PARK, FLORIDA,
a Florida municipal corporation

Attest:

By: _____
MAYOR

By: _____
CITY Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____
CITY Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be duly executed by their duly authorized officer where applicable and sealed as of the date first above written.

DEVELOPER:

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____
Arthur Falcone, Manager

Date: _____, 2022

By: _____
Michael Kaufman, Manager

Date: 7/21, 2022

CITY:

CITY OF OAKLAND PARK, FLORIDA,
a Florida municipal corporation

Attest:

By: _____
MAYOR

By: _____
CITY Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____
CITY Attorney

EXHIBIT A

Legal Descriptions for the Project Site:
Legal Description of City Owned Property
Legal Description of Parcel A
Legal Description of Parcel B

EXHIBIT A

LEGAL DESCRIPTION OF CITY OWNED PROPERTY

LOT 29, BLOCK 10, FIRST ADDITION, OAKLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 1, 2 AND 3, LESS THE NORTH 5 FEET FOR ROAD, THE WEST 1 2 OF LOT 15, ALL OF LOTS 16, 17 AND 18, BLOCK 11, OF FIRST ADDITION, OAKLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 1 , 2, 3, 4, AND 5, BLOCK 10, OAKLAND PARK, FIRST ADDITION , ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 6 AND 7, BLOCK 10, OAKLAND PARK, FIRST ADDITION , ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 8, 9, 10 AND 11, LESS ROAD, BLOCK 10, OAKLAND PARK, FIRST ADDITION , ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 27 AND 28, BLOCK 10, FIRST ADDITION, OAKLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Civic Center - ALL OF OAKLAND PARK CIVIC CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 1 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGAL DESCRIPTION OF PARCELS A & B

PARCEL A

Parcel 49-42-23-03-1020
Lots 12, 13, and 14 Block 10, of Oakland Park First Addition, according to the Plat thereof, recorded in Plat Book 2, Page 38, of the Public Records of Broward County, Florida.
Refer to deed (OR Book 30563/Page 1471)

Parcel 49-42-23-03-1030
Lot 15, less the North 5 feet thereof, in block 10, of Oakland Park First Addition, according to the Plat thereof, recorded in Plat Book 2, Page 38, of the Public Records of Broward County, Florida.
Refer to deed (OR Book 30563/Page 1474)

Parcel 49-42-23-03-1040
Lot 16 and the west ½ of Lots 17, excepting there from the northerly 5 feet of said lots 16 and 17, Block 10, Oakland Park First Addition, as recorded in Plat Book 2, Page 38 of the Public Records of Broward County, Florida.
Refer to deed (OR Book 32090/Page 0993)

PARCEL B

Parcel 49-42-23-03-1170
Lots 4, 5, and 6 (Less the North 5 feet of each said lot), Block 11, of First Addition Oakland Park, according to the Plat thereof, recorded in Plat Book 2, Page 38, of the Public Records of Broward County, Florida.
Refer to deed (OR Book 46763/Page 1858)

Parcel 49-42-23-03-1230
Lot 14 together with the East One -Hal (E ½) of Lot 15, Block 11, First Addition Oakland Park, according to the Plat thereof, as recorded in Plat Book 2, Page 38 of the Public Records of Broward County, Florida.
Refer to deed (OR Book 48152/ Page 1885)

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

TIME PERIOD	ITEM
DAY 1 – EFFECTIVE DATE	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature **Initial Deposit** due and payable to the City in the amount of $450,000
DAY 120 FROM EFFECTIVE DATE	Inspection Period expires.
DAY 210 FROM EFFECTIVE DATE	Developer Deadline to submit the City formal Parcel Acquisition and Development Plan Declaration. City Deadline to complete rezoning for Greenleaf Park. Developer Deadline to file Development Review Application with the City.
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED	Developer Deadline to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals). Government Approval Period Ends. **Second Deposit** due and payable to the City in the amount of $450,000 within 10 business days after the issuance of the Government Approvals to Developer. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement.
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED	**City Milestone One**: The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENT APPROVAL	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf; (2)

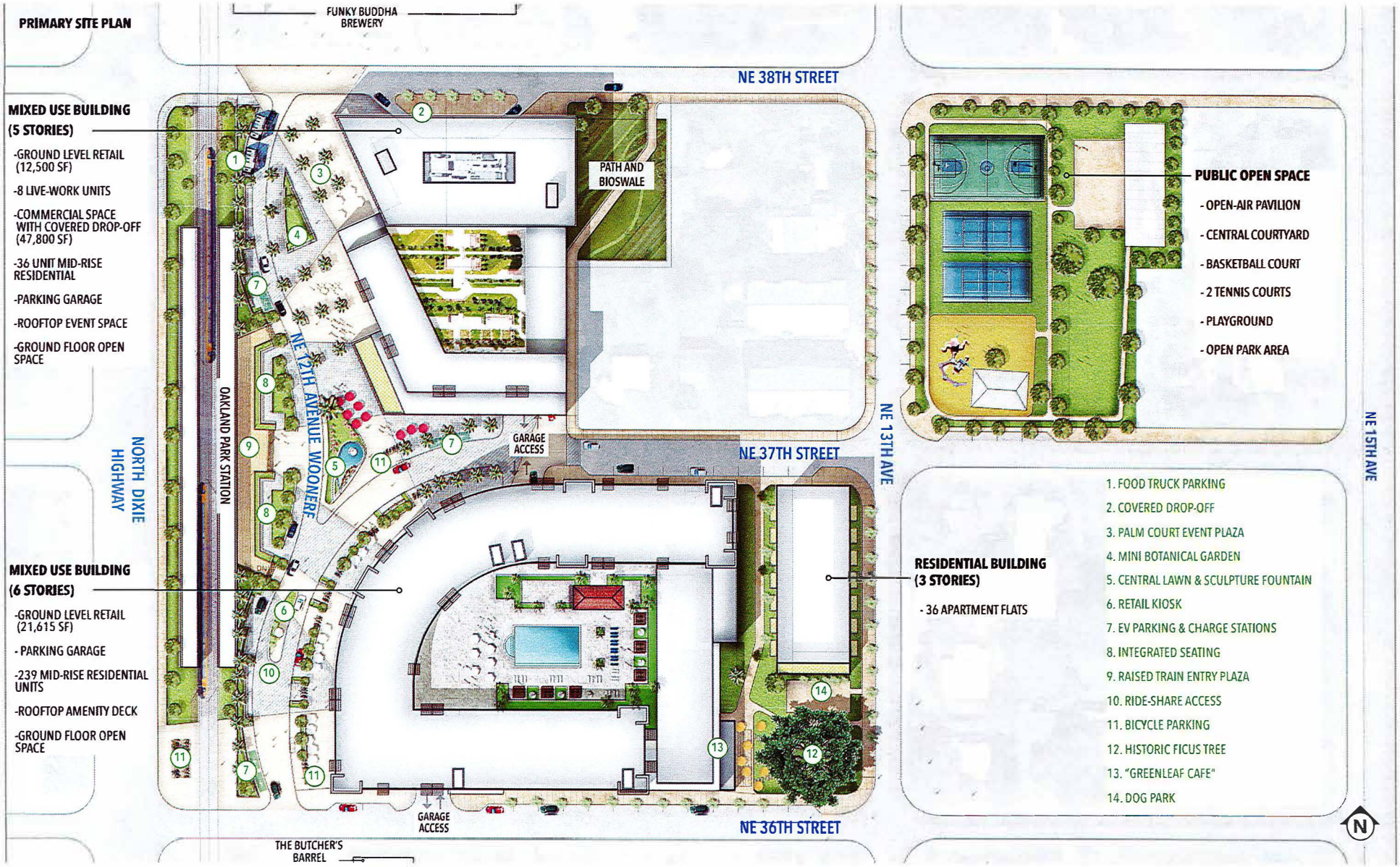
	Construction Agreement for Greenleaf Park AND Pump Station Relocation; (3) Parking Agreement.
180 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED	**City Milestone Two**: City Deadline to have completed all formal procurement requirements related to the move of City Property Operations and will provide notice to Purchaser.
300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED	**City Milestone Three**. City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.
365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED	**City Milestone Four**: City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking , as a covenant and as a condition precedent to the occurrence of the Closing. Developer Deadline to obtain all Permits for construction of the Project.
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS	**Third Deposit** due and payable to the City in the amount of $300,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement.
30 DAYS PRIOR TO CLOSING	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable Developer Deadline to provide Construction Loan Commitment to the City.
CLOSING (60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)	Developer Deadline to close on Acquisition of Parcels A and B (if applicable) simultaneously with the closing on City owned land. **Final Payment** due to the City from the Developer at the Closing in the amount of $10,006,580. City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad Ready site as defined in the Agreement.
120 DAYS AFTER CLOSING	Developer Deadline to complete construction of Greenleaf Park.

150 DAYS AFTER CLOSING	Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.
180 DAYS AFTER CLOSING	Developer Deadline to commence construction on remainder of Project.
26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF PROJECT (OTHER THAN GREENLEAF PARK)	Developer Deadline for Substantial Completion for all of the Project.
28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF PROJECT (OTHER THAN GREENLEAF PARK).	Developer Deadline for Final Completion Developer Deadline to deliver the Woonerf, public parking spaces and public uses.
120 DAYS AFTER FINAL COMPLETION	Developer Deadline to Provide City with As-Builts for Woonerf.

EXHIBIT C

Primary Site Plan

EXHIBIT C

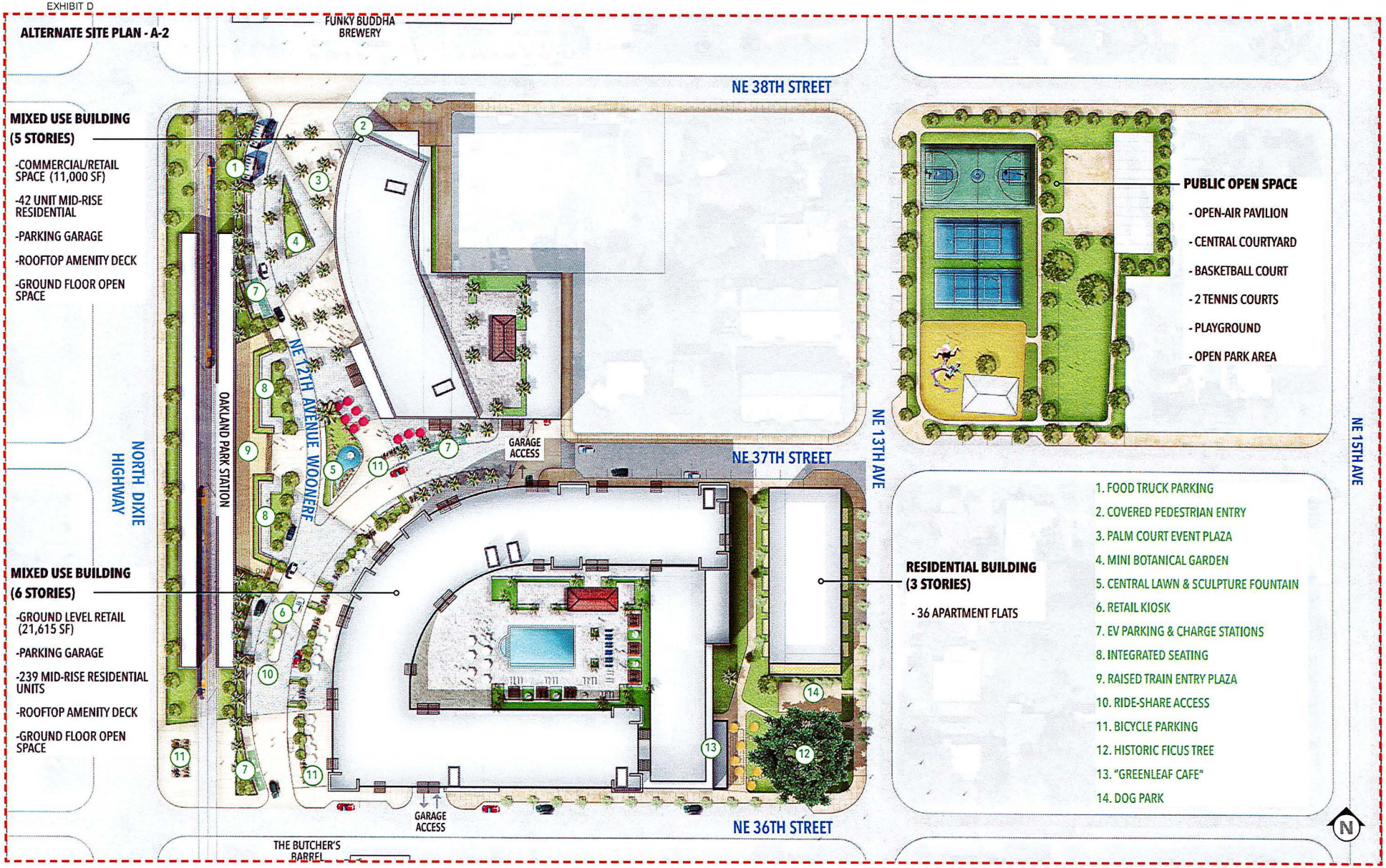


ILLUSTRATIVE SITE PLAN

EXHIBIT D

Alternate Site Plans

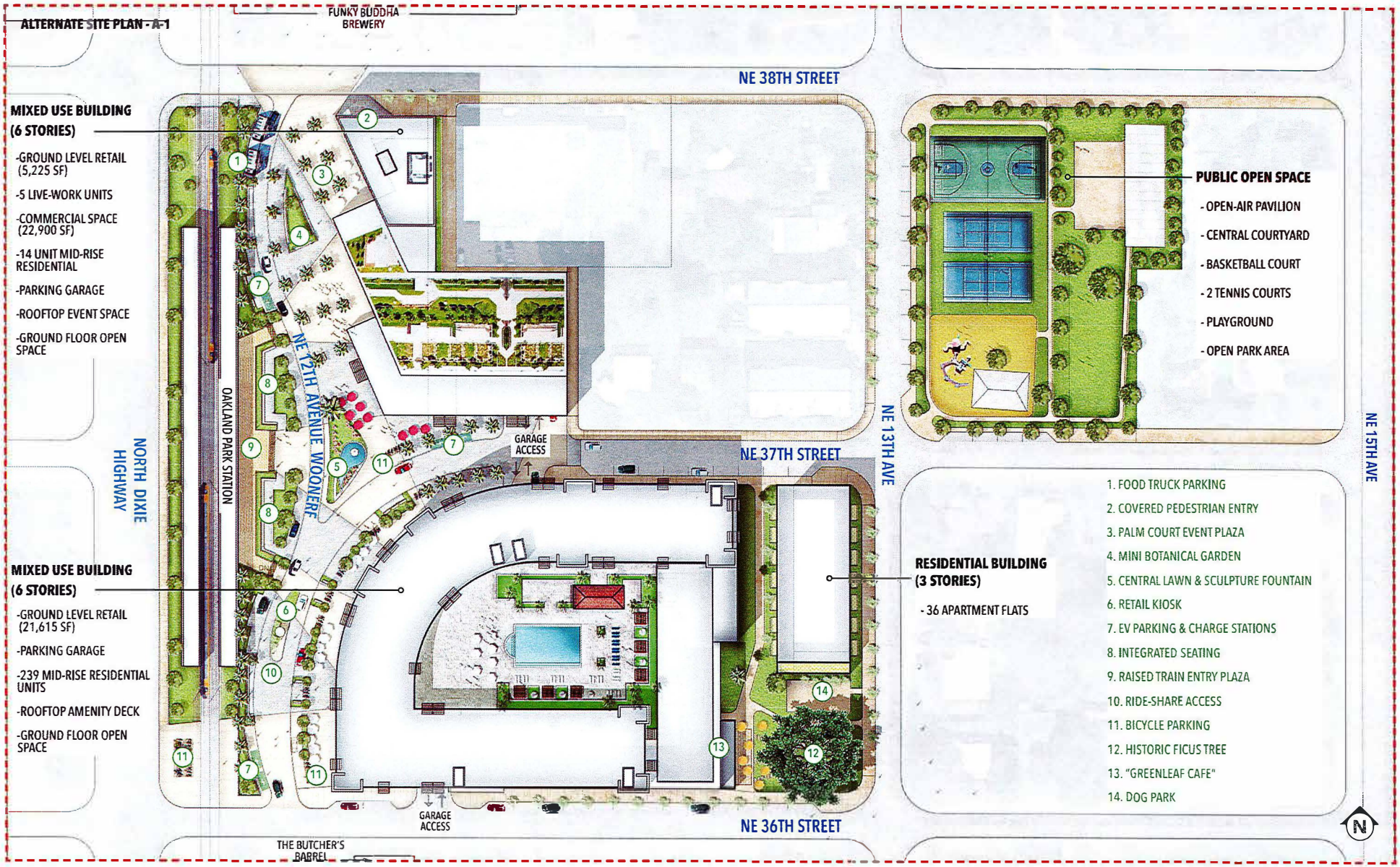
EXHIBIT D



RFP-011322, Downtown Properties Redevelopment Project | Phase Two - Development Proposals
KAUFMAN LYNN | FALCONE GROUP

ILLUSTRATIVE SITE PLAN

EXHIBIT D



ILLUSTRATIVE SITE PLAN

EXHIBIT E

NE 38th Street Improvement Illustration



No.	REVISIONS	DATE	BY

Kimley»Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.

8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT	043291110
DATE	04/2021
SCALE	AS SHOWN
DESIGNED BY	---
DRAWN BY	EP
CHECKED BY	JM

CONCEPTUAL DESIGN OF INTERSECTION IMPROVEMENTS OPTION 2

LICENSED PROFESSIONAL
DATE:

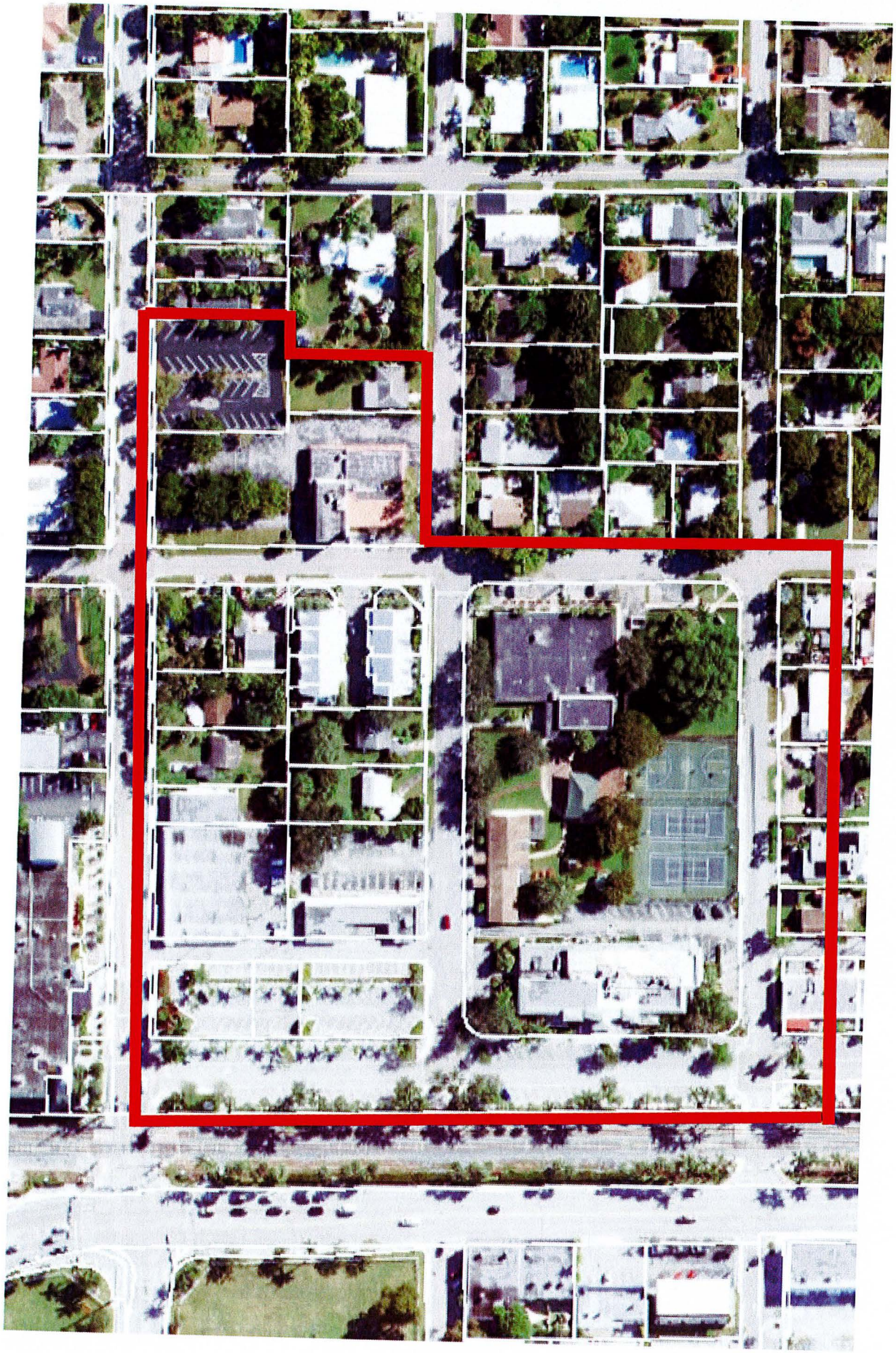
DIXIE HIGHWAY AT NE 38TH STREET

SHEET NUMBER
2

EXHIBIT F

Failure to Acquire Parcel B
Capital Improvement Boundary

EXHIBIT F – FAILURE TO ACQUIRE PARCEL B – CAPITAL IMPROVEMENT BOUNDARY



Instr# 119230378 , Page 1 of 11, Recorded 11/15/2023 at 09:52 AM
Broward County Commission
Mtg Doc Stamps: $0.00 Int Tax: $0.00

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Development Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"); and

NOW THEREFORE, Seller and Purchaser agree to amend the Original Agreement as follows:

1. The Whereas clauses are hereby ratified and confirmed.
2. Sections 2.2(a)(b)(c) and (h) of the Original Agreement are hereby deleted in entirety and replaced as follows:

(a) North Building Component: 6 Story Mixed Use building with 12,500 Gross Square Feet of Ground Level Retail, 105 Mid Rise Residential Units, a Rooftop Terrace, and at grade parking lot to support the project in tandem with other parking facilities (collectively the "**North Building Component**", any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

(b) South Building Component: 6 Story Mixed Use Building with 10,500 Gross Square Feet of Ground Floor Retail, a parking garage with the required parking spaces to support the project in tandem with other parking facilities of the project and Residential Liner, 176 Mid Rise Residential Units, and an amenity deck (collectively the "**South Building Component**") any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

(c) The Residential Building Component: 3 Story Residential Building with Twenty-nine (29) apartment units, and a Green Roof Terrace. any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

(h) The Public Parking Component: 195 public parking spaces shall be designated free to the public of which approximately 148 shall be within the parking structures located in the South Building, and 47 spaces which shall be surface parking spaces (collectively the "**Public Parking Component**"). The 195 public parking spaces shall not be subject to any reduction.

3. Section 2.3 of the Original Agreement and all references to the Alternate Site Plan A-1 and A-2 are hereby deleted from the Original Agreement.

4. Section 3.2 of the Original Agreement is hereby amended as follows:

   The Development Program represented in Exhibit C shall be defined as the Primary Site Plan. The Developer and the City agree that both Parcel A and Parcel B, as defined herein, are not included in the Primary Site Plan. The Developer shall continue its efforts to acquire Parcel B. The Developer and the CITY agree that failure to acquire Parcel B will not alter the overall development program, and the recreational elements will be designed and confined to the boundaries of City owned parcels which comprise Green Leaf Park.

5. Section 3.2(a) of the Original Agreement is hereby deleted in its entirety.

6. Section 3.2(b)(i) of the Original Agreement is hereby deleted in its entirety and replaced as follows:

   The following provisions shall apply in the event that the Developer fails to acquire Parcel A, Parcel B, or both:
   (i) Failure to Acquire Parcel A: If the Developer fails to secure Parcel A as a part of the development, then the Developer shall construct the Primary Site Plan. The Developer and the City agree that all other provisions, commitments, financial agreements, incentives, or inducements, agreed to between the parties shall remain the same.

7. Section 3.6(a)(b) of the Original Agreement is hereby deleted in its entirety and replaced with Section 3.6(a)(b)(c) as follows:

   (a) The primary site plan as set forth in **Exhibit C** attached hereto shall constitute the final site plan as defined herein. Any variance in the square footage of the commercial Components or in the number of residential units in the residential Components, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the 10% variance shall not apply to the Woonerf, Public Recreational Facilities, the Train Station, or Affordable Housing dedication to be provided by Developer. The CITY shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications as to the existence of material changes within ten (10) Business Days of receipt of request for same. If the CITY fails to either approve or disapprove

(either with or without conditions) the submitted Plans and Specifications within fifteen (15) Business Days following written notice to the CITY, then, the Plans and Specifications submitted shall be deemed approved as to compliance with the elements of this Agreement by the CITY.

(b) Ninety (90) calendar days before Closing, the Developer shall provide the City with a Parcel Acquisition Declaration for Parcel B in accordance with Section 10.1(c) of the Purchase and Sale Agreement.

(c) However, should the final site plan include a Material Change, the aforementioned timelines for review shall not apply.

8. Exhibit "B" of the Original Agreement is hereby amended as shown in Exhibit "B" of this First Amendment.
9. Exhibit "C" of the Original Agreement is hereby amended as shown in Exhibit "C" of this First Amendment.
10. Exhibit "D" of the Original Agreement is hereby deleted in its entirety.
11. All other terms and provisions of the Original Agreement not otherwise modified by this First Amendment are hereby ratified and confirmed, and shall remain in full force and effect.
12. In the event of any inconsistencies between this First Amendment and the Original Agreement, the provisions contained in this First Amendment shall prevail. In any other respects, the Original Agreement remains unchanged. All capitalized terms used but not defined herein shall have the meaning assigned in the Original Agreement.

SELLER:
City of Oakland Park

By: Aisha Gordon
Title: Mayor

Signed on 5/3, 2023

PURCHASER:
Horizon Oakland Park, LLC, a Florida Limited liability company

By: Arthur J. Falcone
Title: Manager

Signed on April 12th, 2023

EXHIBIT "B"
CRITICAL PATH

EXHIBIT "C"
PRIMARY SITE PLAN

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	ITEM		**DATE**
DAY 1-EFFECTIVE DATE			
	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature.		8/3/2022
	Initial Deposit due and payable to the City in the amount of $450,000		8/5/2022
DAY 120 FROM EFFECTIVE DATE			
	Inspection Period expires		5/19/2023
DAY 210 FROM EFFECTIVE DATE			
	Development Plan Declaration		6/1/2023
	City deadline to complete rezoning for Greenleaf Park		2/15/2023 Completed
	Developer deadline to file **Development Review Application** with the City		6/1/2023
TRAIN STATION MILESTONE 1	LPA APPROVED		8/31/2023
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED			
	Deadline for the Developer to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals) .		12/1/2023

R-2023-013

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	Government Approval Period Ends		
	Second Deposit due and payable to the City in the amount of $450,000 within 10 business days after the issuance of the Government Approvals to the Developer. Deposits in escrow are no longer refundable to the Developer, except as set forth in the Purchase and Sale Agreement.		12/1/2023
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED			
	City Milestone One: The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.		12/1/2023
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENTAL APPROVAL			
	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf; (2) Construction Agreement for Greenleaf Park AND Pump Station Relocation; (3) Parking Agreement.		1/30/2024
180 DAYS AFTER ALL GOVERNMENTAL APPROVALS ARE ISSUED			
	City Milestone Two: City Deadline to have completed all formal procurement requirements related to the move of City Property		5/29/2024

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	Operations and will provide notice to Purchaser.		
300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	City Milestone Three. City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.		9/26/2024
TRAIN STATION MILESTONE 2 Cash payment of $1.275 Million	NEPA APPROVED		9/29/2024
365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	City Milestone Four: City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking, as a covenant and as a condition precedent to the occurrence of the Closing.		11/29/2024
	Developer Deadline to obtain all Permits for construction of the Project.		11/29/2024
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS			
	Third Deposit due and payable to the City in the amount of $300,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer,		12/9/2024

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	except as set forth in the Purchase and Sale Agreement.		
90 DAYS PRIOR TO CLOSING			
	Developer deadline to submit to the City formal Parcel Acquisition for Parcel B		10/30/2024
30 DAYS PRIOR TO CLOSING			
	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable		12/30/2024
	Developer Deadline to provide Construction Loan Commitment to the City.		12/30/2024
TRAIN STATION MILESTONE 3 Developer builds Train Station	ALL GOVERNMENT APPROVALS		EARLIER OF 9/29/2024 OR AT CLOSING
CLOSING (60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)			1/28/2025
	Developer to close on Acquisition of Parcels ~~A and~~ B (if applicable) simultaneously with the closing on City owned land		1/28/2025
	Final Payment due to the City from the Developer in the amount of $10,006,580		1/28/2025
	City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad		1/28/2025

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	Ready site as defined in the Agreement.		
120 DAYS AFTER CLOSING			
	Developer Deadline to complete construction of Greenleaf Park		5/28/2025
150 DAYS AFTER CLOSING			
	Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.		6/27/2025
180 DAYS AFTER CLOSING			
	Developer deadline to commence construction on remainder of project		7/28/2025
26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THEN GREENLEAF PARK			
	Developer Deadline for Substantial Completion		9/27/2027
28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THEN GREENLEAF PARK)			
	Developer Deadline for Final Completion		11/27/2027
	Developer Deadline to deliver the Woonerf, public parking spaces and public uses		11/27/2027
120 DAYS AFTER FINAL COMPLETION			

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	Developer Deadline to Provide City with As-Builts for Woonerf		3/26/2028

RESOLUTION NO. R-2023-095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN HORIZON OAKLAND PARK, LLC AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Second Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Second Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park for the redevelopment of the Oakland Park Downtown Properties. A copy of the Second Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 21st day of June 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	ABSENT
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

Deputy City Clerk for
RENEE M. SHROUT, CMC
CITY CLERK

SECOND AMENDMENT

TO DEVELOPMENT

AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Development Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"), as amended by that certain First Amendment to the Development Agreement dated May 3, 2023; and

NOW THEREFORE, Seller and Purchaser agree to amend the Original Agreement as follows:

1. The Whereas clauses are hereby ratified and confirmed.

2. Section 4.13 is hereby added:
Section 4.13 **The Open Space Component – Pocket/Dog Park and Preservation Tree ("Legacy Tree")**. In accordance with the RFP, the Developer shall cause the design, engineering, permitting, construction, and completion of The Open Space Component known as Pocket/Dog Park and Preservation Tree ("Legacy Tree") as defined in Section 2.2(g) and shown on Exhibit A of this Agreement. The parties agree that the Pocket/Dog Park and Legacy Tree exist within the private property boundaries and shall remain the property of the Developer. The parties further agree that the Developer shall be responsible for the maintenance and viability of the Legacy Tree, and for the maintenance of landscape, lighting, trash, and furnishings and all components of the Pocket/Dog Park. The Developer and City agree that the Pocket/Dog Park and Legacy Tree will remain in perpetuity for the use of the general public. The Developer shall enter into a Long-Term Maintenance Agreement which shall implement provisions as part of this agreement to ensure the maintenance of the Legacy Tree and green space as viable and for the full enjoyment of the general public. The execution of the Long-Term Maintenance Agreement shall be in accordance with the provisions set forth in the Purchase and Sale
Agreement.

3. Section 4.4(a) of the Original Agreement is hereby deleted in its entirety.

4. Section 4.4(b) of the Original Agreement is hereby amended as follows:
4.4 (a) Train Station Milestone 1. In the event " that the National Environmental Policy Act ("NEPA") project development process concludes either of the items below (labeled as "i" and

R·2023·095

"ii") prior to Closing ("Train Station Milestone 1"), then at Closing the Developer shall make a non-refundable cash contribution to the CITY in the amount of $1,275,000 ("Train Station Contribution No. 1) and shall be for consideration of a future train station or other transportation improvements/enhancements within the boundaries of the Oakland Park Downtown Development District as further defined in the City Code of Ordinances. Said contribution shall be paid above and beyond the $11,206,580 Purchase Price. The CITY agrees to work with the Developer to support the Developer's efforts to apply for impact fee credits from Broward County with respect to the transportation improvements as a credit against the County's Transportation Concurrency Assessment Fee.

(i) A Categorical Exclusion ("CE") is declared by the Federal Government in accordance with 40 CFR 1580.4 (https://www.energy.gov/sites/prod/files/NEPA 40CFR1500_1508.pdf) and it is formally documented by the Federal Government that neither an environmental assessment ("EA") nor an environmental impact statement ("EIS") is required.
(ii) A Finding of No Significant Impact ("FONSI") is issued and formally documented by the Federal Government in accordance with 23 CFR Part 771 .1 19- 1 23 (https://www.federalregister.gov/documents/20 1 8/10/29/20 1 8-23286/environmental-impacts-and-related-procedures).

5. Section 4.4(c) of the Original Agreement is hereby amended as follows:
4.4 (b) Train Station Milestone 2. In the event that "Milestone 1" is achieved and that on or before the Closing date all requisite governmental agencies and entities with authority and/or jurisdiction over the Broward Commuter Rail have provided approval for the continuation of service north of the New River, ("Train Station Milestone 2") then the Developer shall cause the design, engineering, permitting, construction, and completion of the Oakland Park Train Station, to be located between 34th and 38th streets along 12th Avenue, with a maximum expenditure of $1,900,000, (and this "provision (b)" superseding "provision (a)" above), thereby rendering inapplicable any payment related to "Train Station Milestone l" and "Train Station Contribution No. 1".

Moreover, the CITY agrees to work with the Developer to support the Developer's efforts to apply for impact fee credits from Broward County with respect to the Train Station as a credit against County's Transportation Concurrency Assessment Fee. The CITY and the Developer agree that if an opportunity arises to fund the cost of the Train Station, the CITY will make the requisite applications to request such funding. However, additional grant funding shall first be dedicated to the payment of costs for the Train Station in excess of $1,900,000 if applicable. If the "Train Station Milestone 2" is not achieved, then, the Developer is and shall be fully released from any and all responsibilities pertaining to the Train Station except the responsibilities outlined in "Train Station Milestone 1", to the extent applicable.

6. Exhibit "B" of the Amended Agreement is hereby amended as shown in Exhibit "B" of this Second Amendment.

7. This Second Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies

of this Second Amendment shall be deemed to have the same force and effect as original hard copies of the same.

8. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Aisha Gordon
Title: Mayor

Date: 6·21·23

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: DS Doody
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:_____
Name: Arthur J. Falcone
Title: Manager
Date: 6/12/2023

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	ITEM		**TRACKING DATE**
DAY 1-EFFECTIVE DATE			
	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature.		8/3/2022
	Initial Deposit due and payable to the City in the amount of $450,000		8/5/2022
	Inspection Period expires: 6/22/2023		6/22/2023
	Developer deadline to file **Development Review Application** with the City: 7/31/2023		7/31/2023
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED			
	Deadline for the Developer to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals).		1/31/2024
	Government Approval Period Ends.		
	Second Deposit due and payable to the City in the amount of $450,000 within 10 business days after the issuance of the Government Approvals to the Developer. Deposits in escrow are no longer refundable to the Developer, except as set forth in the Purchase and Sale Agreement.		2/12/2024
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED			

R·2023·095

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	City Milestone One: The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.		1/31/2024
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENTAL APPROVAL			
	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf and Open Space Component ; (2) Construction Agreement for Greenleaf Park AND Pump Station Relocation; (3) Parking Agreement.		4/1/2024
180 DAYS AFTER ALL GOVERNMENTAL APPROVALS ARE ISSUED			
	City Milestone Two: City Deadline to have completed all formal procurement requirements related to the move of City Property Operations and will provide notice to Purchaser.		7/29/2024
300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	City Milestone Three. City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.		11/26/2024
365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	City Milestone Four: City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking, as a covenant and as a condition precedent to the occurrence of the Closing.		1/30/2025

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	Developer Deadline to obtain all Permits for construction of the Project.		1/30/2025
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS			
	Third Deposit due and payable to the City in the amount of $300,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement.		2/10/2025
90 DAYS PRIOR TO CLOSING			
	Developer deadline to submit to the City formal Parcel Acquisition for Parcel B		12/31/2024
30 DAYS PRIOR TO CLOSING			
	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable		2/28/2025
	Developer Deadline to provide Construction Loan Commitment to the City.		2/28/2025
TRAIN STATION MILESTONE 1 Cash payment of $1.275 Million or	NEPA APPROVED		AT CLOSING
TRAIN STATION MILESTONE 2 Developer builds Train Station	ALL GOVERNMENT APPROVALS		AT CLOSING
CLOSING (60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)			3/31/2025
	Developer to close on Acquisition of Parcel B (if applicable)		3/31/2025

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	simultaneously with the closing on City owned land		
	Final Payment due to the City from the Developer in the amount of $10,006,580 (or reduced amount pursuant to Section 2(d) of the Purchase and Sale Agreement as Amended for the Student Mitigation Fee)		3/31/2025
	City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad Ready site as defined in the Agreement.		3/31/2025
120 DAYS AFTER CLOSING			
	Developer Deadline to complete construction of Greenleaf Park		7/29/2025
150 DAYS AFTER CLOSING			
	Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.		8/28/2025
180 DAYS AFTER CLOSING			
	Developer deadline to commence construction on remainder of project		9/26/2025
26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK			
	Developer Deadline for Substantial Completion		11/26/2027
28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK)			
	Developer Deadline for Final Completion		1/26/2028

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	Developer Deadline to deliver the Woonerf, public parking spaces and public uses		1/26/2028
120 DAYS AFTER FINAL COMPLETION			
	Developer Deadline to Provide City with As-Builts for Woonerf		5/25/2028

RESOLUTION NO. R-2024-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN HORIZON OAKLAND PARK, LLC AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Third Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Third Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park for the redevelopment of the Oakland Park Downtown Properties. A copy of the Third Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 17th day of April 2024.

CITY OF OAKLAND PARK, FLORIDA

MAYOR MITCH ROSENWALD

T. LONERGAN	ABSENT
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES
M. ROSENWALD	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

Instr# 119589176 , Page 1 of 11, Recorded 05/21/2024 at 04:27 PM
Broward County Commission
Mtg Doc Stamps: $0.00 Int Tax: $0.00

4

THIRD AMENDMENT

TO DEVELOPMENT

AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Development Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"), as amended by that certain First Amendment to the Development Agreement dated May 3, 2023; as amended by that certain Second Amendment to the Development Agreement dated June 21, 2023; and

NOW THEREFORE, Seller and Purchaser agree to amend the Original Agreement as follows:

1. The Whereas clauses are hereby ratified and confirmed.

2. Section 3.2 of the Agreement as amended is hereby amended and restated as follows:

   Failure to Acquire Additional Parcels: The Development Program represented in Exhibit C shall be defined as the Primary Site Plan. The Developer and the City agree that both Parcel A and Parcel B, as defined herein, are not included in the Primary Site Plan. The Developer and the CITY agree that failure to acquire Parcel B will not alter the overall development program, and the recreational elements will be designed and confined to the boundaries of City owned parcels which comprise Green Leaf Park.

3. Section 3.2 (b) (ii) Failure to Acquire Parcel B of the Original Agreement is hereby deleted in its entirety.

4. Section 3.6 (b) of the Agreement as amended is hereby deleted in its entirety.

5. Section 4.3 of the Original Agreement is hereby amended and restated as follows:

   Section 4.3 The Public Recreational Space. In accordance with the RFP the Developer shall cause the design, engineering, permitting, construction, and completion of The Public Recreational Space known as Greenleaf Park as defined in Section 2.2(a)(4) of this Agreement. The Developer shall engage separate architectural and/or engineering firm(s) to design and engineer the Greenleaf Park on City owned lands in accordance with the Purchase and Sale Agreement. The CITY and the Developer shall cause Kaufman Lynn Construction Inc., as contractor, to enter into a Construction Agreement to cause the permitting, construction, and completion of the Greenleaf Park on City owned lands in accordance with the Purchase and Sale Agreement. The CITY shall review and approve all Plans and Specifications for the Greenleaf Park prior to the submittal of building permits and in accordance with the Critical

R-2024-071

(11)

Path attached hereto as Exhibit B. Developer shall comply with all of the dates set forth in the Critical Path for the development of Greenleaf Park.

6. Section 4.5 of the Original Agreement is hereby amended and restated as follows:

   Section 4.5 Northeast 38th Street Improvements. The Developer shall cause the design, engineering, permitting and construction of the Northeast 38th Street Improvements, in accordance with the requirements of the CITY's Transportation Engineer and as approved for the NE 38 Street Improvements, limited within the approximate area highlighted in Exhibit E. The CITY shall waive the Local Transportation Fee due from the Developer for the Project.

7. Section 4.6 of the Original Agreement is hereby amended and restated as follows:

   4.6 Pump Station Relocation. The CITY and the Developer agree that it is beneficial to both parties to collaborate on the or relocation of the components of the existing pump station located at the corner of Northeast 36 Avenue and NE 12th Avenue in anticipation of the future train station. The Developer shall collaborate with the CITY to design the infrastructure elements to ensure the advantageous future relocation within the Project area. Upon review and approval of the cost estimate submitted by the Developer to the CITY, the CITY may direct the Developer to undertake the relocation and shall reimburse the Developer for the entire cost of the relocation of the pump station or portions of the infrastructure elements, , including, without limitation, the permitting costs, the pre-construction design costs, the equipment rental costs, the labor and materials costs, the testing costs, the inspection costs, the construction oversight costs, the third party engineering, architectural and any other costs and expenses incurred by Developer to relocate such pump station or portions of the infrastructure elements in order that such relocated the work is fully optionally and in compliance with applicable local law. The CITY is not obligated to proceed with the project unless the project and the aggregate cost of such project are deemed advantageous to the CITY. In the event that the CITY desires to engage the Developer to construct such infrastructure relocation project, then, prior to commencing such work, (i) the CITY and the Developer shall cause Kaufman Lynn Construction Inc., as contractor, to enter into a Construction Contract in form and substance reasonably acceptable to the CITY, the Developer and Kaufman Lynn Construction Inc., as referenced in the Purchase and Sale Agreement with respect to such pump relocation construction project and (ii) the Developer shall provide the CITY a written request for reimbursement that documents the aggregate cost of the pump station relocation and the CITY shall reimburse the Developer (and/or Kaufman Lynn Construction Inc.) within thirty (30) calendar days from the date of the request.

8. Section 4.12(a) of the Original Agreement, as amended, is hereby amended and restated as follows:

   Section 4.12 (a) Affordable Housing Designation: The Developer shall dedicate ten percent (10%) of the total residential units in the Project to Affordable Housing for a period of ten (10) years . The Affordable Housing dedication shall be at 120% to 140% of the Broward County Area Median Income Level as published by the State of Florida Housing Finance Corporation. If the CITY in partnership with another governmental agency is successful in securing additional financial resources in support of Affordable Housing, then the Developer shall

commit to extending the Affordable Housing dedication period commensurate with the requirements of the resources; provided however that any such additional financial resources shall require the prior written approval and consent of the Developer to the extent such funding (i) requires an extension of the initial ten year time period to a time period in excess of an additional five years or (ii) otherwise imposes any other Affordable Housing conditions upon any of the residential units in the Project, in each case, as a condition to receiving such funding.

9. Section 4.12 (f) of the Original Agreement, as amended, is hereby created as follows:

Section 4.12 (f) Public Improvement Incentives: The City will provide public improvement incentives as enumerated below:

i. Waiver of any and all Parks Impact Fee and Local Transportation Fees applicable to the Project prior to the issuance of the Building Permits.
ii. Waiver of any and all City development application and site review fees applicable to the Project.
iii. Waiver of any and all building and engineering permit fees for the following public improvement components: The Woonerf, 195 public parking spaces, roadway/streetscape improvements on NE 38 Street, NE 37 Street, NE 13 Avenue the Pocket/Dog Park at the Legacy Tree, and Greenleaf Park.

10. Exhibit "B" Critical Path of the Agreement as amended is hereby amended as shown as Exhibit "B" of the Third Amendment.

11. This Third Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Third Amendment shall be deemed to have the same force and effect as original hard copies of the same.

12. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Third Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Mitch Rosenwald
Title: Mayor 4/17/24

Attest: _____
City Clerk
R. 2024.671

CITY OF OAKLAND PARK INCORPORATED 1929 FLORIDA

Approved as to form and legal sufficiency:

By: _____
Name: AJ Dooley
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC, a Florida limited liability company

By: _____

Name: Alfonso Costa Jr.

Title: Chief Operating Officer (Authorized Person)

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	ITEM		**TRACKING DATE – Dates are subject to change if extensions are applied**
DAY 1-EFFECTIVE DATE			
	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature.		8/3/2022
	Initial Deposit due and payable to the City in the amount of $450,000		8/5/2022
	Inspection Period expires: 6/22/2023		6/22/2023
	Developer deadline to file **Development Review Application** with the City: 7/31/2023		7/31/2023
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED			
	Deadline for the Developer to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals). Extended by 120 days pursuant to PSA Section 4(c)		~~1/31/2024~~ 5/30/2024
	Government Approval Period Ends.		
	Second Deposit due and payable to the City in the amount of $50,000 within 10 business days after the issuance of the Government Approvals to the Developer. Deposits		~~2/12/2024~~ 6/13/2024

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	in escrow are no longer refundable to the Developer, except as set forth in the Purchase and Sale Agreement.		
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone One:** The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.~~		~~1/31/2024~~ ~~5/30/2024~~
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENTAL APPROVAL			
	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf and Open Space Component ; (2) Construction Agreement for Greenleaf Park ~~AND Pump Station Relocation;~~ (3) Parking Agreement.		~~4/1/2024~~ 7/29/2024
~~**180 DAYS AFTER ALL GOVERNMENTAL APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Two:** City Deadline to have completed all formal procurement requirements related to the move of City Property Operations and will provide notice to Purchaser.~~	-	~~7/29/2024~~ ~~9/27/2024~~
~~**300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Three.** City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.~~	-	~~11/26/2024~~ ~~1/25/2025~~

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone Four:**~~ City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking, as a covenant and as a condition precedent to the occurrence of the Closing.		~~1/30/2025~~ 5/30/2025
	City can extend the date to vacate the property by a maximum of 120 days.		
	Developer Deadline to obtain all Permits for construction of the Project.		~~1/30/2025~~ 5/30/2025
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS			
	Third Deposit due and payable to the City in the amount of $50,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement. The date of the City vacating the Property may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4		~~2/10/2025~~ 6/13/2025 the date of the vacation may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4
~~**90 DAYS PRIOR TO CLOSING**~~			
	~~Developer deadline to submit to the City formal Parcel Acquisition for Parcel B~~	-	~~12/31/2024~~ ~~3/1/2025~~

EXHIBIT B

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

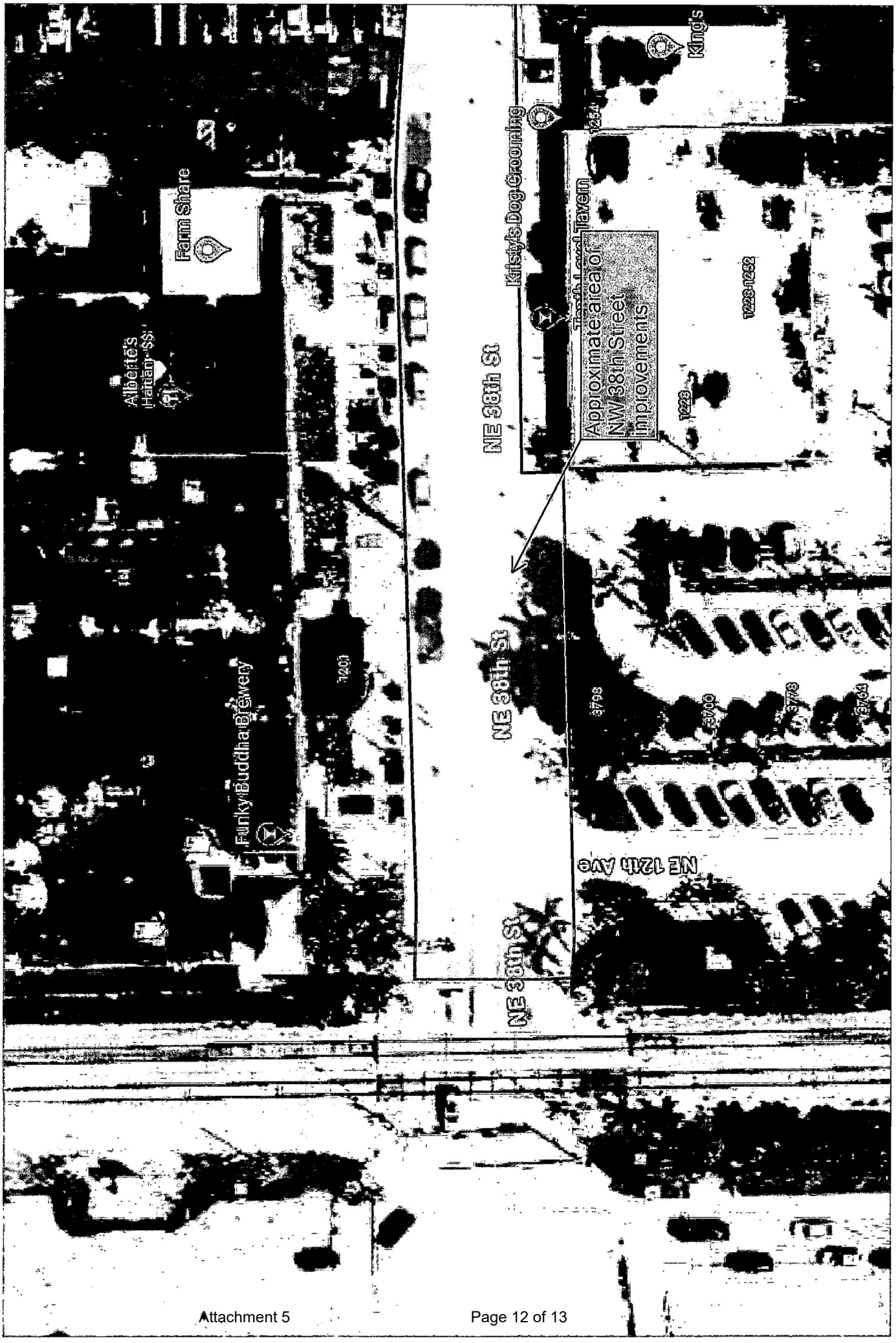
30 DAYS PRIOR TO CLOSING			
	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable		~~2/28/2025~~ 6/30/2025
	Developer Deadline to provide Construction Loan Commitment to the City.		~~2/28/2025~~ 6/30/2025
TRAIN STATION MILESTONE 1 Cash payment of $1.275 Million or	NEPA APPROVED		AT CLOSING
TRAIN STATION MILESTONE 2 Developer builds Train Station	ALL GOVERNMENT APPROVALS		AT CLOSING
CLOSING (60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)	The closing period shall be extended by the same number of calendar days, not to exceed 120 calendar days, should the City extend the date to vacate the property pursuant to PSA Section 10.4		~~3/31/2025~~ 7/29/2025
	~~Developer to close on Acquisition of Parcel B (if applicable) simultaneously with the closing on City owned land~~	-	~~3/31/2025~~ ~~5/30/2025~~
	Final Payment due to the City from the Developer in the amount of $9,456,580.00 (or reduced amount pursuant to Section 2(d) of the Purchase and Sale Agreement as Amended for the Student Mitigation Fee)		~~3/31/2025~~ 7/29/2025
	City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad Ready site as defined in the Agreement.		~~3/31/2025~~ 7/29/2025
120 DAYS AFTER CLOSING			
	Developer Deadline to complete construction of Greenleaf Park		~~7/29/2025~~ 11/26/2025

EXHIBIT B

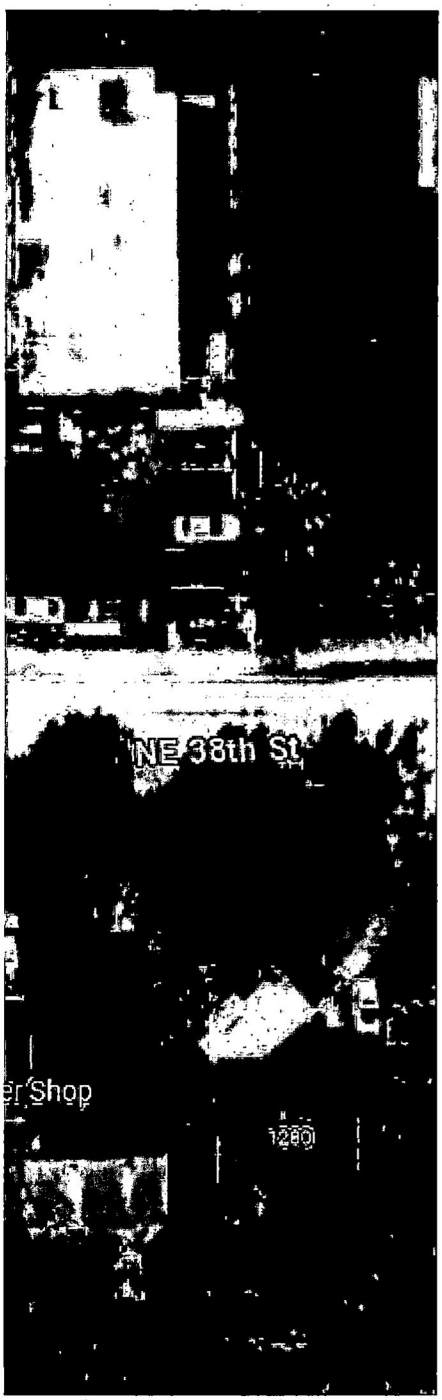
Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~**150 DAYS AFTER CLOSING**~~		-	
	~~Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.~~	-	~~8/28/2025~~ ~~10/27/2025~~
180 DAYS AFTER CLOSING			
	Developer deadline to commence construction on remainder of project		~~9/26/2025~~ 1/26/2026
26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK			
	Developer Deadline for Substantial Completion		~~11/26/2027~~ 3/27/2028
28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK)			
	Developer Deadline for Final Completion		~~1/26/2028~~ 5/26/2028
	Developer Deadline to deliver the Woonerf, public parking spaces and public uses		~~1/26/2028~~ 5/26/2028
120 DAYS AFTER FINAL COMPLETION			
	Developer Deadline to Provide City with As-Builts for Woonerf		~~5/25/2028~~ 9/25/2028



Horizon of Oakland Park
NW 38th Street Improvement Limits -
Exhibit E-1...


NE 38th St
er Shop
1280

RESOLUTION NO. R-2025-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN HORIZON OAKLAND PARK, LLC AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Fourth Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Fourth Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park for the redevelopment of the Oakland Park Downtown Properties. A copy of the Fourth Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 19th day of February, 2025.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. ARNST	YES
A. GORDON	ABSENT
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

FOURTH AMENDMENT

TO DEVELOPMENT

AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Development Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"), as amended by that certain First Amendment to the Development Agreement dated May 3, 2023; as amended by that certain Second Amendment to the Development Agreement dated June 21, 2023; as amended by that certain Third Amendment to the Development Agreement dated April 17, 2024; and

NOW THEREFORE, Seller and Purchaser agree to amend the Original Agreement as follows:

1. The Whereas clauses are hereby ratified and confirmed.
2. Section 4. 3 of the Original Agreement is hereby amended and restated as follows:

   Section 4. 3 The Public Recreational Space. In accordance with the RFP the Developer shall cause the design, engineering, permitting, construction, and completion of The Public Recreational Space known as Greenleaf Park as defined in Section 2.2(a)(4) of this Agreement. The Developer shall engage separate architectural and/or engineering firm(s) to design and engineer the Greenleaf Park on City owned lands in accordance with the Purchase and Sale Agreement. The CITY and the Developer shall cause Kaufman Lynn Construction Inc., as contractor, to enter into a Construction Agreement to cause the permitting, construction, and completion of the Greenleaf Park on City owned lands in accordance with the Purchase and Sale Agreement. The CITY shall review and approve all Plans and Specifications for the Greenleaf Park prior to the submittal of building permits and in accordance with the Critical Path attached hereto as Exhibit B. Developer shall comply with all of the dates set forth in the Critical Path for the development of Greenleaf Park. The Developer may request to the City a maximum of two (2) thirty (30) day extensions for the completion of the Greenleaf Park project, which approval shall not be unreasonably withheld provided that the Project is under construction and can be completed within the requested extended period.

3. Section 4.7 of the Original Agreement is hereby amended and restated as follows:

   Section 4.7 Public Parking Spaces. The Developer shall, as a part of the requirements for the development, construct Parking Garages to support the Project. In accordance with the RFP Submittal, the Developer shall cause the design, engineering, permitting, construction, and completion of 195 additional parking spaces of which approximately 158 parking spaces shall be in parking structure and surface lot and approximately 37 spaces shall be surface parking along the public rights of way. These additional parking spaces shall be designated to the public

(referred to as **"designated public parking")** and shall be over and above the parking spaces needed to meet the parking requirement per the City's Land Development Code. The Developer shall designate these spaces in perpetuity as public parking spaces, under the provisions of the Parking Agreement which shall be executed by the CITY and the Developer in accordance with Section 21.3 of the Purchase and Sale Agreement.

4. Exhibit "A" Parking Location Map

5. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Fourth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

6. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Fourth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Tim Lonergan
Title: Mayor

Attest:
_____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: Sean Swartz
Title: ACA

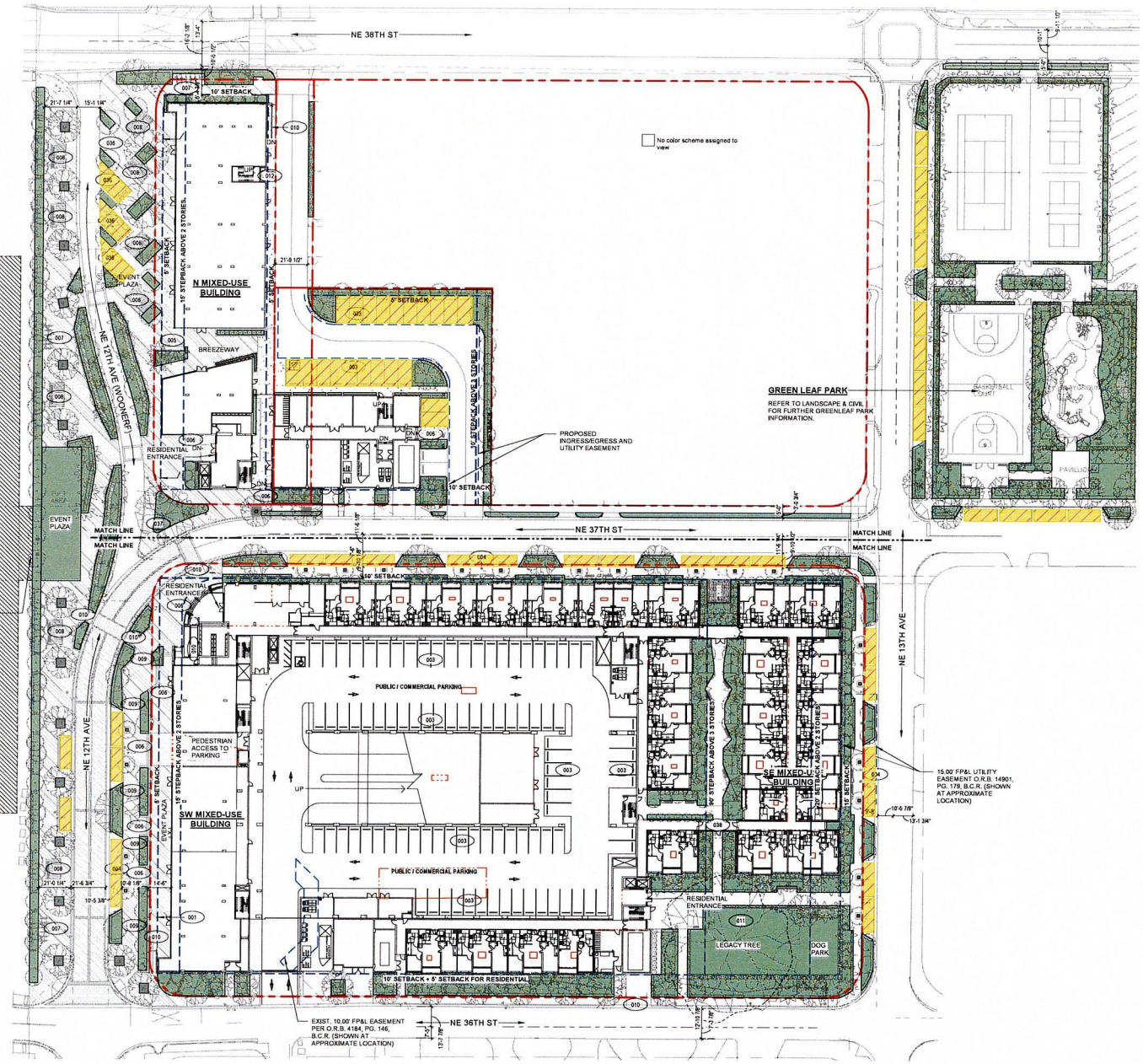
PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:_____

Name :Alfonso Costa Jr.__

Title:
Chief Operating Officer



ARCHITECTURAL SITE PLAN 1/32" = 1'-0" (1)

GENERAL SITE PLAN NOTES

1. OWNER OF PARCELS INCLUDED IN THIS SITE PLAN IS CITY OF OAKLAND PARK.
2. THE PROPOSED PROJECT IS A MIXED-USE PROJECT CONSISTING OF 6 STORY BUILDINGS, 310 MULTIFAMILY UNITS AND 20,700 SF OF COMMERCIAL USES.
3. FFE OF 9'-0" IN THESE PLANS REFERS TO CIVIL ELEVATION XX.XX' NAVD OR XX.XX' NGVD.
4. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
5. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
6. DO NOT SCALE DIMENSIONS FROM DRAWINGS. ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
7. REFER TO CIVIL AND LANDSCAPE DWGS FOR ALL INFORMATION REGARDING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO PAVING, GRADING, SITE DRAINAGE, PLANTINGS ECT.

KEYNOTE LEGEND

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION.

NUMBER	DESCRIPTION
001	LINE OF CANOPY ABOVE
003	90 DEGREE PARKING STALL WITH 4 INCH WIDE PAINTED STRIPING.
004	9 X 23 PARKING, PARALLEL PARKING STALL WITH 4 INCH WIDE PAINTED STRIPING.
005	PLANTER WITH INTEGRAL SEATING, REFER TO LANDSCAPE FOR FURTHER INFORMATION.
006	CONCRETE STEPS WITH SLIP RESISTANT FINISH, REFER TO LANDSCAPING FOR FURTHER INFORMATION.
007	BICYCLE RACKS, REFER TO LANDSCAPING FOR FURTHER INFORMATION.
008	SHADE STRUCTURE, REFER TO LANDSCAPING FOR FURTHER INFORMATION.
009	PLANTER RAISED AND/OR FLUSH WITH ADJACENT PAVEMENT, REFER TO LANDSCAPING FOR FURTHER INFORMATION.
010	ADA COMPLIANT RAMP (MAX. 1:12 SLOPE) WITH TACTILE FINISH AND PAINTED METAL HANDRAILS AS REQ'D. PROVIDE 60" DEEP (MIN.) LEVEL LANDING WITH SLOPES NO GREATER THAN 1:48 IN ALL DIRECTIONS.
011	6 FEET HIGH MIN. DECORATIVE, PAINTED, ALUMINUM FENCE AND GATES.
012	CONT. CONCRETE SERVICE APRON WITH GUARD RAILS AS REQ'D.
036	PUBLIC FOOD TRUCK PARKING.
037	PUBLIC ART, FINAL LOCATION AND ARTISTIC FORM TO BE DETERMINED.
038	DECORATIVE METAL GATE WITH ACCESS CONTROLS WITH PAINTED FINISH.

CLIENT
HORIZON OAKLAND PARK, LLC
1 TOWN CENTER ROAD
BOCA RATON, FL 33486

ARCHITECT
PGAL
791 Park of Commerce BLVD.
SUITE 400
BOCA RATON, FL 33487
T 561 988 4002
F 561 988 3002
Q.A. Lic. No. AR94498
www.pgal.com

REGISTRATION
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DRAWING HISTORY

NO	DATE	DESCRIPTION
A	11/05/2024	Design Development
B	02/20/2025	50% CONST. DOC.

PROJECT NAME
HORIZON OF OAKLAND PARK

PROJECT LOCATION
1300 NE 38 ST.
OAKLAND PARK, FL.
33334

PROJECT STATUS
50% CONSTRUCTION DOCUMENTS

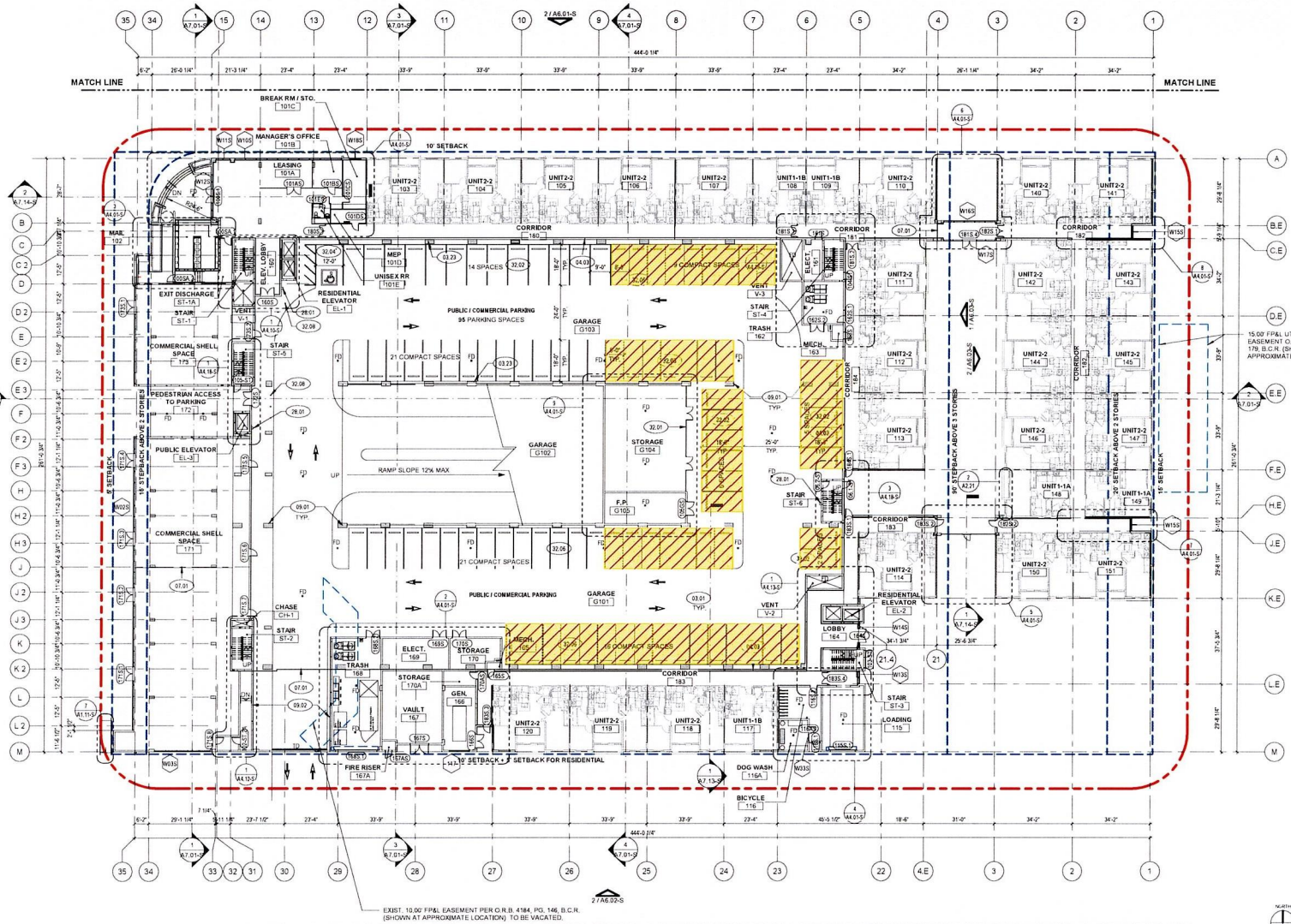
DATE OF ISSUE
01/16/2024

PGAL PROJECT NUMBER
1006879

SHEET TITLE
SITE PLAN

SHEET NUMBER
A1.03

FILE NAME: Autodesk Docs://1006879 - Horizon of Oakland Park/1006879 - Horizon of Oakland Park - ARCH - North Building.rvt
DATE STAMP: 1/31/2025 3:14:16 PM



OVERALL GROUND LEVEL FLOOR PLAN 3/64" = 1'-0" (1)

OVERALL PLAN NOTES

1. ROOM AND DOOR REFERENCE NUMBERS ARE FOR CONSTRUCTION COORDINATION ONLY. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ROOM & DOOR IDENTIFICATION.
2. DO NOT SCALE DIMENSIONS FROM DRAWINGS, ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
3. ALL DIMENSIONS ARE TO FACE OF STUD, GRID LINES AND FACE OF MASONRY INFILL WALL U.N.O.
4. ALL 36" WIDE INTERIOR SWING DOORS SHALL BE LOCATED 2'-0" FROM CENTER OF DOOR TO PERPENDICULAR SURFACE OF ADJACENT WALL AT DOOR JAMB U.N.O.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
6. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
7. REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION.
8. ALL SHAFTS PENETRATING SLAB SHALL BE RATED 2HR.
9. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WOOD SHALL BE FIRE RETARDANT TREATED (F.R.T).
10. PROVIDE IN-WALL REINFORCEMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.
11. SECURITY MIRRORS WILL BE UTILIZED THROUGHOUT THE PROJECT TO MAXIMIZE VISIBILITY IN AREAS WHERE VISIBILITY IS LIMITED.
12. ALL ENTRY DOORS LEADING INTO APARTMENTS TO HAVE WIDE ANGLE "PEEPHOLE".
13. PARKING GARAGE WALLS & CEILING TO BE PAINTED A LIGHT COLOR.

PLAN GRAPHICS LEGEND

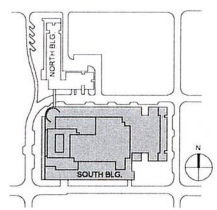
	INDICATES 1/4" PER FOOT SLOPE TO DRAIN AT ROOF
RD	INDICATED SCHEDULED ROOF DRAIN. 1/4" SLOPE TO DRAIN TYP.
PD	INDICATED SCHEDULED PLANTER DRAIN. SLOPE TO DRAIN TYP.
FD	INDICATED SCHEDULED FLOOR DRAIN. SLOPE TO DRAIN TYP.
FD-AS	INDICATED SCHEDULED FLOOR DRAIN WITH ANGLE STRAINER. SLOPE TO DRAIN TYP.
TD	INDICATED SCHEDULED TRENCH DRAIN. SLOPE TO DRAIN TYP.
LD	INDICATED SCHEDULED LINEAR DRAIN. SLOPE TO DRAIN TYP.

KEYNOTE LEGEND

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION.

NUMBER	DESCRIPTION
03.01	STRUCTURAL SLAB WITH MEDIUM BROOM FIN. AND CONC. SEALER THROUGHOUT GARAGE
03.23	CONCRETE COLUMN. REFER TO STRUCTURAL PLANS
04.03	CMU CRASH WALL. REFER TO STRUCTURAL DETAILS FOR STEEL REINFORCEMENT
07.01	EXPANSION JOINT. REFER TO STRUCTURAL
09.01	CONC. COLUMN WITH 48" HIGH PAINTED YELLOW GALV. CORNER GUARDS, TYP. ALL GARAGE AREAS
09.02	CMU/CONC. WALL OR COLUMN WITH PAINTED STUCCO ON PARKING SIDE OF WALL, ALL VISIBLE SIDES FROM PARKING GARAGE SHALL BE PAINTED STUCCO TYP.
28.01	EMERGENCY CALL BOX
32.01	VINYL COATED CHAINLINK FENCE TO THE UNDERSIDE OF DECK
32.02	4" WIDE SOLID WHITE STRIPING, TYP. FOR ALL 9'X18' STANDARD PARKING STALLS
32.04	HC. ACCESSIBLE SPACE WITH PAINTED HC. EMBLEM AND 5'-0" WD. LOADING ZONE (WITH 4" WD. BLUE STRIPING AT 45 DEGREES AND 30" O.C. PROVIDE HC. SIGN, TYP.
32.06	4" WIDE SOLID WHITE STRIPING, TYP. FOR ALL 8'X18' COMPACT PARKING STALLS
32.08	6" DIA STEEL TUBING FILLED WITH CONCRETE PAINTED WITH SAFETY YELLOW, SPACED EVERY 5 FT O.C.

KEY PLAN



CLIENT
HORIZON OAKLAND PARK, LLC
1 TOWN CENTER ROAD
BOCA RATON, FL 33486

ARCHITECT
PGAL
791 Park of Commerce BLVD.
SUITE 400
BOCA RATON, FL 33487
T 561 988 4002
F 561 988 3002
Q.A. Lic. No. AR94498
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DRAWING HISTORY

No.	DATE	DESCRIPTION
A	11/05/2024	Design Development
B	02/20/2025	50% CONST. DOC.

PROJECT NAME
HORIZON OF OAKLAND PARK SOUTH BUILDING

PROJECT LOCATION
1300 NE 38 ST.
OAKLAND PARK, FL. 33334

PROJECT STATUS
50% CONSTRUCTION DOCUMENTS

DATE OF ISSUE
12/19/2024

PGAL PROJECT NUMBER
1006879

SHEET TITLE
OVERALL GROUND LEVEL FLOOR PLAN

SHEET NUMBER
A2.01-S

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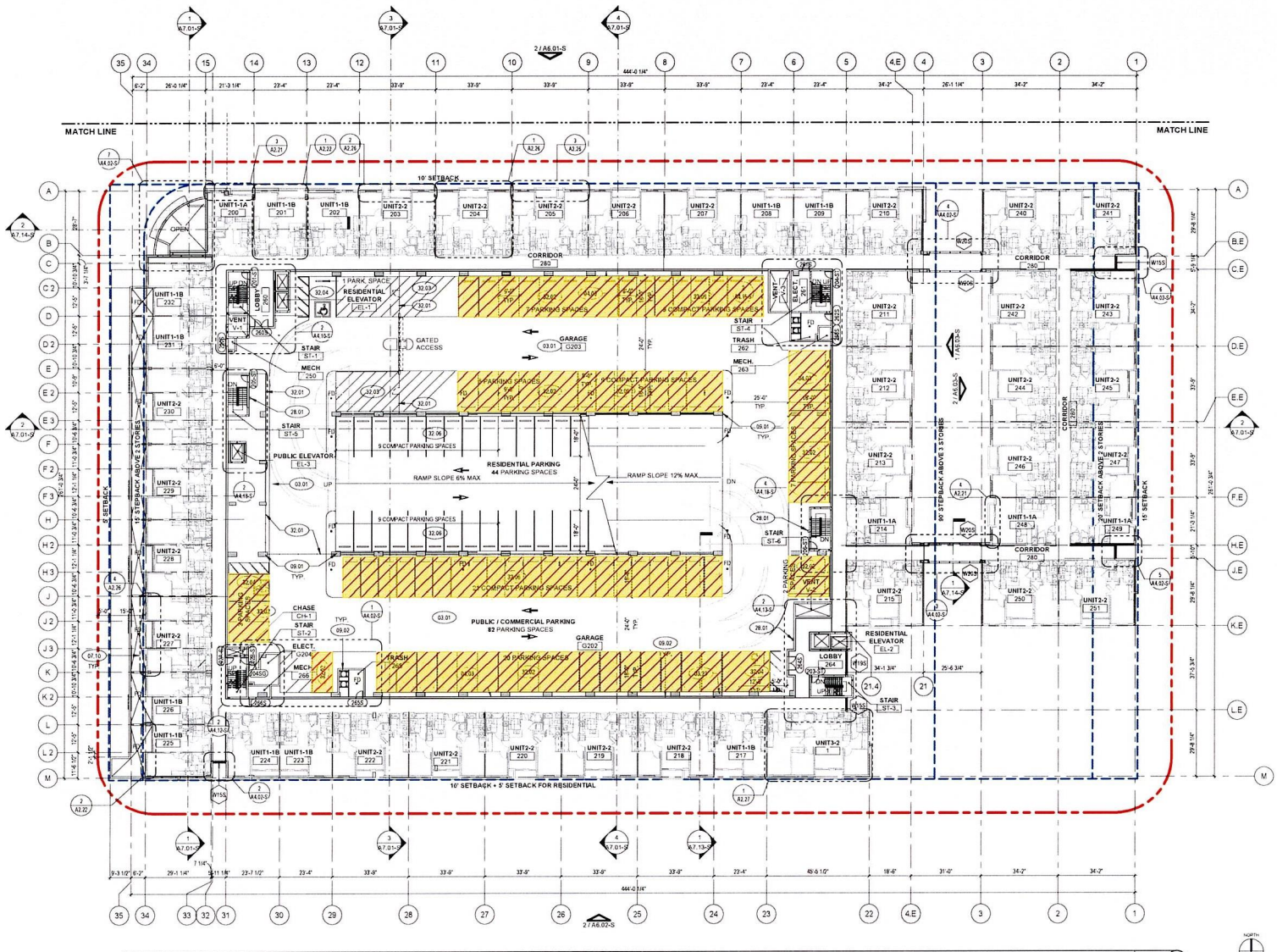
DATE STAMP: 1/31/2025 4:51:22 PM



OVERALL SECOND LEVEL FLOOR PLAN 3/64" = 1'-0" (1)

OVERALL PLAN NOTES

1. ROOM AND DOOR REFERENCE NUMBERS ARE FOR CONSTRUCTION COORDINATION ONLY. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ROOM & DOOR IDENTIFICATION.
2. DO NOT SCALE DIMENSIONS FROM DRAWINGS. ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
3. ALL DIMENSIONS ARE TO FACE OF STUD, GRID LINES AND FACE OF MASONRY INFILL WALL U.N.O.
4. ALL 36" WIDE INTERIOR SWING DOORS SHALL BE LOCATED 2'-0" FROM CENTER OF DOOR TO PERPENDICULAR SURFACE OF ADJACENT WALL AT DOOR JAMB U.N.O.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
6. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
7. REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION.
8. ALL SHAFTS PENETRATING SLAB SHALL BE RATED 2HR.
9. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WOOD SHALL BE FIRE RETARDANT TREATED (F.R.T).
10. PROVIDE IN-WALL REINFORCEMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.
11. SECURITY MIRRORS WILL BE UTILIZED THROUGHOUT THE PROJECT TO MAXIMIZE VISIBILITY IN AREAS WHERE VISIBILITY IS LIMITED.
12. ALL ENTRY DOORS LEADING INTO APARTMENTS TO HAVE WIDE ANGLE "PEEPHOLE".
13. PARKING GARAGE WALLS & CEILING TO BE PAINTED A LIGHT COLOR.

PLAN GRAPHICS LEGEND

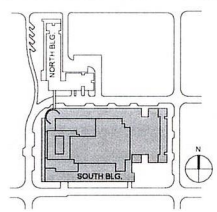
	INDICATES 1/4" PER FOOT SLOPE TO DRAIN AT ROOF
RD	INDICATED SCHEDULED ROOF DRAIN. 1/4" SLOPE TO DRAIN TYP.
PD	INDICATED SCHEDULED PLANTER DRAIN. SLOPE TO DRAIN TYP.
FD	INDICATED SCHEDULED FLOOR DRAIN. SLOPE TO DRAIN TYP.
FD-AS	INDICATED SCHEDULED FLOOR DRAIN WITH ANGLE STRAINER. SLOPE TO DRAIN TYP.
TD	INDICATED SCHEDULED TRENCH DRAIN. SLOPE TO DRAIN TYP.
LD	INDICATED SCHEDULED LINEAR DRAIN. SLOPE TO DRAIN TYP.

KEYNOTE LEGEND

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION

NUMBER	DESCRIPTION
03.01	STRUCTURAL SLAB WITH MEDIUM BROOM FIN, AND CONC. SEALER THROUGHOUT GARAGE
03.23	CONCRETE COLUMN. REFER TO STRUCTURAL PLANS
04.03	CMU CRASH WALL. REFER TO STRUCTURAL DETAILS FOR STEEL REINFORCEMENT
07.10	PAVER/TILE OVER POLYMER MODIFIED THINSET AND 4" MAX. CONCRETE TOPPING SLAB SLOPED TO DRAIN. CONCRETE TOPPING TO BE CAST OVER SCHEDULED DRAINAGE MAT AND ASPHALT WATERPROOFING MEMBRANE W/EMBEDDED REINFORCEMENT FABRIC.
09.01	CONC. COLUMN WITH 48" HIGH PAINTED YELLOW GALV. CORNER GUARDS. TYP. ALL GARAGE AREAS.
09.02	CMU/CONC. WALL OR COLUMN WITH PAINTED STUCCO ON PARKING SIDE OF WALL. ALL VISIBLE SIDES FROM PARKING GARAGE SHALL BE PAINTED STUCCO. TYP.
28.01	EMERGENCY CALL BOX
32.01	VINYL COATED CHAINLINK FENCE TO THE UNDERSIDE OF DECK
32.02	4" WIDE SOLID WHITE STRIPING. TYP. FOR ALL 9'X18' STANDARD PARKING STALLS
32.03	4" WD. SOLID YELLOW STRIPING AT 5'-0" O.C.
32.04	HC. ACCESSIBLE SPACE WITH PAINTED HC. EMBLEM AND 5'-0" WD. LOADING ZONE WITH 4" WD. BLUE STRIPING AT 45 DEGREES AND 30" O.C. PROVIDE HC. SIGN. TYP.
32.06	4" WIDE SOLID WHITE STRIPING. TYP. FOR ALL 8'X18' COMPACT PARKING STALLS

KEY PLAN



CLIENT
HORIZON OAKLAND PARK, LLC
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BOCA RATON, FL 33486

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DRAWING HISTORY

#	DATE	DESCRIPTION
A	11/05/2024	Design Development
B	02/25/2025	50% CONST. DOC.

PROJECT NAME
HORIZON OF OAKLAND PARK SOUTH BUILDING

PROJECT LOCATION
1300 NE 38 ST.
OAKLAND PARK, FL.
33334

PROJECT STATUS
50% CONSTRUCTION DOCUMENTS

DATE OF ISSUE
12/19/2024

PGAL PROJECT NUMBER
1006879

SHEET TITLE
OVERALL SECOND LEVEL FLOOR PLAN

SHEET NUMBER
A2.02-S

FILE NAME: Autodesk Docs://1006879 - Horizon of Oakland Park/1006879 - Horizon of Oakland Park - ARCH - South Building.rvt
DATE STAMP: 1/31/2025 4:52:48 PM

RESOLUTION NO. R-2025-204

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN HORIZON OAKLAND PARK, LLC AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Fifth Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Fifth Amendment to the Development Agreement between Horizon Oakland Park, LLC and the City of Oakland Park for the redevelopment of the Oakland Park Downtown Properties. A copy of the Fifth Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 22nd day of October 2025.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. ARNST	YES
A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

Instr# 120550420 , Page 1 of 9, Recorded 11/17/2025 at 02:45 PM
Broward County Commission
Mtg Doc Stamps: $0.00 Int Tax: $0.00

3

FIFTH AMENDMENT
TO DEVELOPMENT
AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Development Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"), as amended by that certain First Amendment to the Development Agreement dated May 3, 2023; as amended by that certain Second Amendment to the Development Agreement dated June 21, 2023; as amended by that certain Third Amendment to the Development Agreement dated April, 17, 2024; as amended by that certain Fourth Amendment to the Development Agreement dated February 19, 2025; and

NOW THEREFORE, Seller and Purchaser agree to amend the Original Agreement as follows:

1. The Whereas clauses are hereby ratified and confirmed.
2. Section 4.5 of the Amended Agreement is deleted in its entirety:

   ~~Section 4.5 Northeast 38th Street Improvements. The Developer shall cause the design, engineering, permitting and construction of the Northeast 38th Street Improvements, in accordance with the requirements of the CITY's Transportation Engineer and as approved for the NE 38 Street Improvements, limited within the approximate area highlighted in Exhibit E. The CITY shall waive the Local Transportation Fee due from the Developer for the Project.~~

3. Section 5.2 of the Amended Agreement is hereby amended (underlined) and restated as follows:

   Prior to commencement of construction for the Project or any portion thereof (including any site work), Developer shall cause to be obtained and delivered to the CITY, payment and performance bonds from each trade contractor performing work on the Project in amounts that total the aggregate "hard construction costs" of the Project, which are defined as the cost of work that will be subcontracted out to trade contractors and is exclusive of the General Contractor's independent costs such as general conditions, insurance, and Construction Manager fee, as required by the applicable bonding companies, covering any and all of the improvements to be constructed/installed in the Project (collectively referred to herein as the "**Bonds**"). For purposes of clarity, Developer shall not be required to obtain payment and performance bonds from the Project's general contractor except to the extent required by Florida law for those limited portions of the Project that will remain "public property" owned by the CITY, and in such event, the payment and performance bonds are only required to be for such an amount that is equal to the "hard construction costs" of those limited portions of the Project. Developer shall maintain such Bonds (including a general contractor bond if required) at all times during the performance of such Work for the Project. The Bonds shall in all respects conform to the requirements of Applicable Laws and shall (a) name the Developer as an additional obligee (or as obligee, as applicable for a limited

general contractor bond); and (b) be in a form and substance reasonably satisfactory to the CITY and its legal counsel. Both parties agree that AIA Document A311 and AIA Document A312 are satisfactory forms. The surety(ies) providing the Bonds must be licensed, duly authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). If a payment and performance bond is required from the general contractor for the limited portions of the Project that will remain under the CITY's Ownership, and are defined as Greenleaf Park, the Woonerf and ancillary improvements for public right of ways (i.e. sidewalks/street improvements/street parking) within ten (10) calendar days of issuance, Developer shall record such bond in the Public Records of Broward County, which may be recorded by attaching the same to the notice of commencement. In lieu of the "Bonds" provisions in this section, Developer's obligations regarding the Civic improvements may be secured by letters of credit in a form and substance reasonably satisfactory to the CITY and its legal counsel. Additionally, and in lieu of providing the Bonds, Developer may require the Project's general contractor to enroll qualifying trade contractors in a Subcontractor Default Insurance program ("SDI Program") insuring the risk of economic loss associated with the nonperformance of trade contractors enrolled by the general contractor in the SDI Program. The SDI Program shall remain in effect until fulfillment of all terms, conditions and specifications of the subcontracts for the enrolled trade contractors, including any related warranty periods, subject to all terms exclusions and conditions of the SDI Program. In the event the SDI Program is utilized on the Project, Developer shall cause the general contractor to deliver a Financial Interest Endorsement under the SDI Program in favor of the Developer.

4. Exhibit "B" Critical Path of the Amended Agreement is hereby amended as shown in Exhibit "B" of this Amendment
5. This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Fifth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

6. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Fifth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Tim Conerton
Title: Mayor

Attest:
City Clerk

Approved as to form and legal sufficiency:

By:
Name: D.J. Doody
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:
Name: ALFONSO COSTA JR.
Title: COO / AUTHORIZED REPRESENTATIVE

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

6/13/2024 - Extension given and Final Site Plan Approval Deadline is July 29, 2024			
5/21/2025- Extension to vacate date and subsequent Milestones executed by City.			
	ITEM		**TRACKING DATE – Dates are subject to change if extensions are applied**
DAY 1-EFFECTIVE DATE			
	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature.		8/3/2022
	Initial Deposit due and payable to the City in the amount of $450,000		8/5/2022
	Inspection Period expires: 6/22/2023		6/22/2023
	Developer deadline to file **Development Review Application** with the City: 7/31/2023		7/31/2023
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED			
	Deadline for the Developer to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals). Extended by 120 days pursuant to PSA Section 4(c)		~~1/31/2024~~ 7/29/2024

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	Government Approval Period Ends. Approval issued on June 28, 2024 and 30 day appeal period ends		7/29/2024
	Second Deposit due and payable to the City in the amount of $50,000 within 10 business days after the issuance of the Government Approvals to the Developer. Deposits in escrow are no longer refundable to the Developer, except as set forth in the Purchase and Sale Agreement.		~~2/12/2024~~ 8/12/2024
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone One:** The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.~~		~~1/31/2024~~ ~~5/30/2024~~
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENTAL APPROVAL			
	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf and Open Space Component ; (2) Construction Agreement for Greenleaf Park ~~AND Pump Station Relocation;~~ (3) Parking Agreement. Extensions granted and documents were executed		~~4/1/2024~~ 2/19/2025
~~**180 DAYS AFTER ALL GOVERNMENTAL APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Two:** City Deadline to have completed all formal procurement requirements related to the move of City Property Operations and will provide notice to Purchaser.~~	-	~~7/29/2024~~ ~~9/27/2024~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~**300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Three.** City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.~~	-	~~11/26/2024~~ ~~1/25/2025~~
365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone Four:**~~ City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking, as a covenant and as a condition precedent to the occurrence of the Closing.		~~1/30/2025~~ 11/26/2025
	City can extend the date to vacate the property by a maximum of 120 days.(Extension executed 5/21/2025)		
	Developer Deadline to obtain all Permits for construction of the Project.		~~1/30/2025~~ 11/26/2025
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS			
	Third Deposit due and payable to the City in the amount of $50,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement. The date of the City vacating the Property may be extended by the		~~2/10/2025~~ the date of the vacation may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	City (not to exceed 120 calendar days) pursuant to PSA Section 10.4: Extended Date:		 12/10/2025
~~**90 DAYS PRIOR TO CLOSING**~~			
	~~Developer deadline to submit to the City formal Parcel Acquisition for Parcel B~~	-	~~12/31/2024~~ ~~3/1/2025~~
30 DAYS PRIOR TO CLOSING			
	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable		~~2/28/2025~~ 12/23/2025
	Developer Deadline to provide Construction Loan Commitment to the City.		~~2/28/2025~~ 12/23/2025
TRAIN STATION MILESTONE 1 Cash payment of $1.275 Million or	NEPA APPROVED		AT CLOSING
TRAIN STATION MILESTONE 2 Developer builds Train Station	ALL GOVERNMENT APPROVALS		AT CLOSING
CLOSING (60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)	The closing period shall be extended by the same number of calendar days, not to exceed 120 calendar days, should the City extend the date to vacate the property pursuant to PSA Section 10.4 120 Calendar Day Extension		~~3/31/2025~~ 1/26/2026

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	~~Developer to close on Acquisition of Parcel B (if applicable) simultaneously with the closing on City owned land~~	-	~~3/31/2025~~ ~~5/30/2025~~
	Final Payment due to the City from the Developer in the amount of $ 8,456,580 less the total of the $550,000 deposits = $7,956,580 (or reduced amount pursuant to Section 2(d) of the Purchase and Sale Agreement as Amended for the Student Mitigation Fee)		~~3/31/2025~~ 1/26/2026
	City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad Ready site as defined in the Agreement. DEMOLITION COMPLETE		~~3/31/2025~~ COMPLETE
120 DAYS AFTER CLOSING			
	Developer Deadline to complete construction of Greenleaf Park The Developer may request to the City a maximum of two (2) thirty (30) day extensions for the completion of the Greenleaf Park project, which approval shall not be unreasonably withheld provided that the Project is under construction and can be completed within the requested extended period.		~~7/29/2025~~ 5/26/2026
~~**150 DAYS AFTER CLOSING**~~		-	
	~~Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.~~	-	~~8/28/2025~~ ~~10/27/2025~~
180 DAYS AFTER CLOSING			
	Developer deadline to **commence construction** on remainder of project		~~9/26/2025~~ 7/27/2026

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK			
	Developer Deadline for Substantial Completion		~~11/26/2027~~ 9/27/2028
28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK)			
	Developer Deadline for **Final Completion**		~~1/26/2028~~ 11/27/2028
	Developer Deadline to deliver the Woonerf, public parking spaces and public uses		~~1/26/2028~~ 11/27/2028
120 DAYS AFTER FINAL COMPLETION			
	Developer Deadline to Provide City with As-Builts for Woonerf		~~5/25/2028~~ 3/27/2029

SIXTH AMENDMENT

TO DEVELOPMENT

AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Development Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"), as amended by that certain First Amendment to the Development Agreement dated May 3, 2023; as amended by that certain Second Amendment to the Development Agreement dated June 21, 2023; as amended by that certain Third Amendment to the Development Agreement dated April, 17, 2024; as amended by that certain Fourth Amendment to the Development Agreement dated February 19, 2025; as amended by that certain Fifth Amendment to the Development Agreement dated October 22, 2025; and

NOW THEREFORE, Seller and Purchaser agree to amend the Original Agreement as follows:

1. The Whereas clauses are hereby ratified and confirmed.
2. Section 4.1 of the Original Agreement is amended as follows:

   (a) Subject to the terms and provisions of this Agreement, in the event the Government Approvals and the Permits are issued to Developer, then, the Developer shall be responsible for the design, engineering and permitting of the Project in accordance with the terms of this Agreement. After the Closing under the Purchase and Sale Agreement, then, the Developer shall be responsible to construct the Project pursuant to the approved Construction Documents and within the time periods required by the Critical Path. Notwithstanding any provision to the contrary in this Agreement, the Purchase and Sale Agreement, or the Construction and Long-Term Maintenance Agreement, the Developer agrees to commence construction of the Public Recreational Space Component (Greenleaf Park) on or before March 23, 2026, regardless of the status of the closing on the sale of the City-owned Property. The Greenleaf Park site, located at 1300 NE 38th Street, is and shall remain City-owned property, and is not subject to conveyance under the Purchase and Sale Agreement.

3. Section 4.3 of the Amended Agreement is amended as follows:

   Section 4. 3 The Public Recreational Space. In accordance with the RFP the Developer shall cause the design, engineering, permitting, construction, and completion of The Public Recreational Space known as Greenleaf Park as defined in Section 2. 2(a)(4) of this Agreement. The Developer shall engage separate architectural and/ or engineering firm(s) to design and engineer the Greenleaf Park on City owned lands in accordance with the Purchase

and Sale Agreement. The CITY and the Developer shall cause Kaufman Lynn Construction Inc., as contractor, to enter into a Construction Agreement to cause the permitting, construction, and completion of the Greenleaf Park on City owned lands in accordance with the Purchase and Sale Agreement and pursuant to the Construction and Long-Term Maintenance Agreement as amended. The CITY shall review and approve all Plans and Specifications for the Greenleaf Park prior to the submittal of building permits and in accordance with the Critical Path attached hereto as Exhibit B.

Developer shall comply with all of the dates set forth in the Critical Path for the development of Greenleaf Park. All work on Greenleaf Park is to be completed and the Park is to be turned over to the City ready for public use 120 days after commencement of construction. The Developer may request to the City a maximum of two (2) thirty (30) day extensions for the completion of the Greenleaf Park project, of which approval by the City Manager shall not be unreasonably withheld provided that commencement of construction for the Project has occurred and a reasonable expectation exists that construction will be completed within the requested extended period.

4. Section 4.5 of the Amended Agreement is amended as follows:
Section 4.5 Northeast 38th Street Improvements. The Developer shall be responsible for the design and construction of the Northeast 38th Street re-pavement and re-striping, in accordance with City standards, if the portion highlighted in Exhibit E is determined by the City to be in need re-paving and/or re-striping, excluding any areas under the City of Fort Lauderdale Force Main project. The City will continue to work in good faith with the City of Fort Lauderdale to achieve the full restoration of this section and/or to seek grant funding or other funding sources to assist in this effort.
5. Section 5.1 of the Original Agreement is amended as follows:

   Developer shall commence construction of the Project pursuant to the Construction Documents on or before March 23, 2026. Following commencement of any Work, Developer shall diligently pursue in good faith the commencement and completion of the work order that Substantial Completion of the Project is achieved no later than the Project Substantial Completion Date, subject to extension as provided in this Agreement.

6. Section 7.2 of the Original Agreement is amended as follows:

   7.2.4 Developer agrees and acknowledges that the failure by the developer to commence construction of Greenleaf Park in accordance with Section 5.1 of this Agreement shall result in the immediate release of all escrowed deposits, totaling $550,000 plus interest if any, to the City.

7. Exhibit "B" Critical Path of the Amended Agreement is hereby amended as shown in Exhibit "B" of this Amendment

8. This Sixth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies

of this Sixth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

9. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Sixth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Steven R. Arnst
Title: Mayor
Date: 2.18.26

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: _____
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC, a Florida limited liability company

By: _____
Name: ALFONSO COSTA
Title: COO / AUTHORIZED REPRESENTATIVE

Date: 2-10-2026

4

R.2026.025



Horizon of Oakland Park
NW 38th Street Improvement Limits - Exhibit E-1
April 5, 2024

SEVENTH AMENDMENT

TO DEVELOPMENT

AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Development Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"), as amended by that certain First Amendment to the Development Agreement dated May 3, 2023; as amended by that certain Second Amendment to the Development Agreement dated June 21, 2023; as amended by that certain Third Amendment to the Development Agreement dated April, 17, 2024; as amended by that certain Fourth Amendment to the Development Agreement dated February 19, 2025; as amended by that certain Fifth Amendment to the Development Agreement dated October 22, 2025; as amended by that certain Sixth Amendment to the Development Agreement dated February 18, 2026 and

NOW THEREFORE, Seller and Purchaser agree to amend the Original Agreement as follows:

1. The Whereas clauses are hereby ratified and confirmed.

2. All deadlines set forth in the Agreement and Critical Path for the project shall be extended by a maximum of 150 calendar days and are hereby amended in the Agreement and the Critical Path.

3. This 150 calendar day extension shall not apply to the Greenleaf Park portion of the project, which shall remain subject to the deadline conditions pursuant to Section 4.3 of the Amended Development Agreement.

4. This Seventh Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Seventh Amendment shall be deemed to have the same force and effect as original hard copies of the same.

5. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Seventh Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attest:

_____
City Clerk

Approved as to form and legal sufficiency:

By:

_____
Name:

_____
Title:

_____

PURCHASER

HORIZON OAKLAND PARK, LLC, a Florida limited liability company

By:

_____
Name:

_____
Title:

_____
Date:

_____

EIGHTH AMENDMENT

TO DEVELOPMENT

AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Development Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"), as amended by that certain First Amendment to the Development Agreement dated May 3, 2023; as amended by that certain Second Amendment to the Development Agreement dated June 21, 2023; as amended by that certain Third Amendment to the Development Agreement dated April, 17, 2024; as amended by that certain Fourth Amendment to the Development Agreement dated February 19, 2025; as amended by that certain Fifth Amendment to the Development Agreement dated October 22, 2025; as amended by that certain Sixth Amendment to the Development Agreement dated February 18, 2026; as amended by that certain Seventh Amendment to the Development Agreement dated June 17, 2026 and

NOW THEREFORE, Seller and Purchaser agree to amend the Original Agreement as follows:

1. The Whereas clauses are hereby ratified and confirmed.

2. Section 2. 2 (h) of the Original Agreement, as amended, is hereby amended and restated as follows:

   (h) The Public Parking Component: 195 public parking spaces shall be designated free to the public of which approximately 135 shall be within the parking structures located in the South Building, and 60 spaces which shall be surface and on-street parking spaces (collectively the Public Parking Component"). The 195 public parking spaces shall not be subject to any reduction.

3. Section 4. 12(a) of the Original Agreement, as amended, is hereby amended and restated as follows:

   Section 4. 12 (a) Affordable Housing Designation: The Developer shall dedicate twenty percent (20%) of the total residential units in the Project to Affordable Housing for a period of ten (10) years . The Affordable Housing dedication shall be no more than 140% of the Broward County Area Median Income Level as published by the State of Florida Housing Finance Corporation. If the CITY in partnership with another governmental agency is successful in securing

additional financial resources in support of Affordable Housing, then the Developer shall commit to extending the Affordable Housing dedication period commensurate with the requirements of the resources; provided however that any such additional financial resources shall require the prior written approval and consent of the Developer to the extent such funding i) requires an extension of the initial ten year time period to a time period in excess of an additional five years or (ii) otherwise imposes any other Affordable Housing conditions upon any of the residential units in the Project, in each case, as a condition to receiving such funding.

b) The Developer shall notify the City prior to applying for any program that will impact the affordability designation of the project, including the Live Local Act and or any other tax exemptions that will impact the ad valorem taxes due on the project.

4. This Eighth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Seventh Amendment shall be deemed to have the same force and effect as original hard copies of the same.

5. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Eighth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attest:

_____
City Clerk

Approved as to form and legal sufficiency:

By:

_____
Name:

_____
Title:

_____

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____

Name:
Alfonso Costa Jr

Title:
Authorized Representative

Date:
7/29/26

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

6/13/2024 - Extension given and Final Site Plan Approval Deadline is July 29, 2024			
5/21/2025- Extension to vacate date and subsequent Milestones executed by City.			
	ITEM		**TRACKING DATE – Dates are subject to change if extensions are applied**
DAY 1-EFFECTIVE DATE			
	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature.		8/3/2022
	Initial Deposit due and payable to the City in the amount of $450,000		8/5/2022
	Inspection Period expires: 6/22/2023		6/22/2023
	Developer deadline to file **Development Review Application** with the City: 7/31/2023		7/31/2023
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED			
	Deadline for the Developer to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals). Extended by 120 days pursuant to PSA Section 4(c)		~~1/31/2024~~ ~~5/30/2024~~ 7/29/2024

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	Government Approval Period Ends. Approval issued on June 28, 2024 and 30 day appeal period ends		7/29/2024
	Second Deposit due and payable to the City in the amount of $50,000 within 10 business days after the issuance of the Government Approvals to the Developer. Deposits in escrow are no longer refundable to the Developer, except as set forth in the Purchase and Sale Agreement.		~~2/12/2024~~ ~~6/13/2024~~ 8/12/2024
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone One:** The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.~~		~~1/31/2024~~ ~~5/30/2024~~
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENTAL APPROVAL			
	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf and Open Space Component ; (2) Construction Agreement for Greenleaf Park ~~AND Pump Station Relocation;~~ (3) Parking Agreement. Extensions granted and documents were executed		~~4/1/2024~~ ~~7/29/2024~~ ~~9/27/2024~~ 2/19/2025
~~**180 DAYS AFTER ALL GOVERNMENTAL APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Two:** City Deadline to have completed all formal procurement requirements related to the move of City Property~~	-	~~7/29/2024~~ ~~9/27/2024~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	~~Operations and will provide notice to Purchaser.~~		
~~300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED~~		-	
	~~City Milestone Three.~~ ~~City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.~~	-	~~11/26/2024~~ ~~1/25/2025~~
365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~City Milestone Four:~~ City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking, as a covenant and as a condition precedent to the occurrence of the Closing.		~~1/30/2025~~ ~~5/30/2025~~ ~~7/29/2025~~ 11/26/2025
	City can extend the date to vacate the property by a maximum of 120 days.(Extension executed 5/21/2025)		Completed
	Developer Deadline to secure all Permit approvals for construction of the Project.		~~1/30/2025~~ ~~5/30/2025~~ ~~7/29/2025~~ ~~11/26/2025~~ ~~1/25/2026~~ ~~2/24/2026~~ 5/25/2026
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS			

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	Third Deposit due and payable to the City in the amount of $50,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement. The date of the City vacating the Property may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4: Extended Date:		~~2/10/2025~~ ~~6/13/2025~~ ~~8/12/2025~~ the date of the vacation may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4 12/10/2025 (Deposit Paid)
ADDITIONAL DEPOSIT	**Fourth Deposit due and payable to the City in the amount of $350,000 within 10 business days after City Commission approval of extension**		7/1/2026 Deposit Paid
~~90 DAYS PRIOR TO CLOSING~~			
	~~Developer deadline to submit to the City formal Parcel Acquisition for Parcel B~~	-	~~12/31/2024~~ ~~3/1/2025~~
~~30 DAYS PRIOR TO CLOSING~~			
Train Agreement	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable		~~2/28/2025~~ ~~6/30/2025~~ ~~9/1/2025~~ ~~12/23/2025~~ ~~2/25/2026~~ ~~3/26/2026~~ ~~5/25/2026~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

Construction Loan Commitment	Developer Deadline to provide Construction Loan Commitment to the City.		~~2/28/2025~~ ~~6/30/2025~~ ~~9/1/2025~~ ~~12/23/2025~~ ~~2/25/2026~~ ~~3/26/2026~~ 3/23/2026
TRAIN STATION MILESTONE 1 Cash payment of $1.275 Million or	NEPA APPROVED		AT CLOSING
TRAIN STATION MILESTONE 2 Developer builds Train Station	ALL GOVERNMENT APPROVALS		AT CLOSING
CLOSING ~~(60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)~~	The closing period shall be extended by the same number of calendar days, not to exceed 120 calendar days, should the City extend the date to vacate the property pursuant to PSA Section 10.4 120 Calendar Day Extension (11th Amendment) 60 Calendar Day Extension (13th Amendment) 30 Calendar Day Extension (14th Amendment) ~~DATE CERTAIN:~~ 150 Calendar Day Extension (16th Amendment)		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~ ~~1/26/2026~~ ~~3/27/2026~~ ~~4/27/2026~~ ~~6/24/2026~~ 11/14/2026; date agreed between parties is: 11/10/2026
	~~Developer to close on Acquisition of Parcel B (if applicable)~~	-	~~3/31/2025~~ ~~5/30/2025~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	~~simultaneously with the closing on City owned land~~		
	Final Payment due to the City from the Developer in the amount of $~~9,456,580.00~~ 8,456,580 less the total of the $900,000 deposits = $7,556,580 (or reduced amount pursuant to Section 2(d) of the Purchase and Sale Agreement as Amended for the Student Mitigation Fee) On or before:		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~ ~~1/26/2026~~ ~~3/27/2026~~ ~~4/27/2026~~ 11/10/2026
	City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad Ready site as defined in the Agreement. DEMOLITION COMPLETE		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~ COMPLETE
~~**120 DAYS AFTER CLOSING**~~			
Greenleaf Park	Developer Deadline to Begin Construction on Greenleaf Park DATE CERTAIN: Developer Deadline to complete construction of Greenleaf Park ~~DATE CERTAIN:~~ One-30-day Extension Granted The Developer may request to the City a maximum of two (2) thirty (30) day extensions for the completion of the Greenleaf Park project, which approval shall not be unreasonably withheld provided that the Project is under construction and can be		3/23/2026 ~~7/29/2025~~ ~~11/26/2025~~ ~~5/26/2026~~ ~~7/25/2026~~ ~~8/24/2026~~ 8/20/2026

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	completed within the requested extended period.		
~~150 DAYS AFTER CLOSING~~		-	
	~~Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.~~	-	~~8/28/2025~~ ~~10/27/2025~~
~~180 DAYS AFTER CLOSING~~			
	Developer deadline to **commence construction** on remainder of project ~~DATE CERTAIN:~~ 150 Calendar Day Extension (16th Amendment)		~~9/26/2025~~ ~~1/26/2026~~ ~~9/23/2026~~ ~~10/22/2026~~ ~~8/5/2026~~ ~~1/2/2027~~ Superseded by 17th Amendment to PSA (below 2 entries)
17th Amendment to PSA	**Developer deadline to Commence Demolition of the existing improvements located on the Property within sixty (60) calendar days following the Closing Date**		1/8/2027
17th Amendment to PSA	**Developer deadline to Commence Building Construction of the Project within one hundred eighty (180) calendar days following the Closing Date**		5/10/2027
26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK			
	Developer Deadline for Substantial Completion		~~11/26/2027~~ ~~3/27/2028~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

			~~9/27/2028~~ ~~11/23/2028~~ ~~12/22/2028~~ ~~10/5/2028~~ 5/9/2029
28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK)			
	Developer Deadline for **Final Completion**		~~1/26/2028~~ ~~5/26/2028~~ ~~11/27/2028~~ ~~1/23/2029~~ ~~2/21/2029~~ 7/9/2029
	Developer Deadline to deliver the Woonerf, public parking spaces and public uses	-	~~1/26/2028~~ ~~5/26/2028~~ ~~11/27/2028~~ ~~1/23/2029~~ ~~2/21/2029~~ 7/9/2029
120 DAYS AFTER FINAL COMPLETION			
	Developer Deadline to Provide City with As-Builts for Woonerf		~~5/25/2028~~ ~~9/25/2028~~ ~~3/27/2029~~ ~~5/23/2029~~ ~~6/21/2029~~ 11/6/2029

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 18.

MEETING DATE: 8/5/2026

PREPARED BY:	Ana Alvarez Chief Planning Officer Sierra Marrero Assistant City Manager	**DEPARTMENT HEAD APPROVAL:**	CITY MANAGER

SUBJECT:
Seventeenth Amendment to the Purchase and Sale Agreement with Horizon Oakland Park, LLC for the acquisition of Downtown Properties

1. BACKGROUND/HISTORY

Issue Statement: On August 3, 2022, the City Commission adopted Ordinance O-2022-021 authorizing the City Manager to enter into a Purchase and Sale Agreement (PSA) with Horizon Oakland Park, LLC for the sale and redevelopment of the Oakland Park Downtown Properties. Since that time, the City Commission has approved a series of amendments to the PSA and related agreements to address project design refinements, market conditions, financing, and implementation milestones while preserving the public benefits associated with the redevelopment. The Developer has obtained the required City and County development approvals, and is in the final construction stage of Greenleaf Park, with a planned ribbon cutting on August 27, 2026.

On June 17, 2026, the City Commission approved amendments to the Purchase and Sale Agreement and Development Agreement, including a one-time extension of one hundred fifty (150) calendar days to the Critical Path, Agreements and related project deadlines, to allow the Developer additional time to complete a comprehensive review of the project design, construction costs, financing, and market conditions. Following completion of that review, the Developer proposed refinements to the project, including modifications to the parking program, an increase in the affordable housing commitment, and updates to the project schedule. The companion amendments to the Purchase and Sale Agreement, Development Agreement, and Parking Agreement implement these refinements while preserving the City's negotiated public benefits and strengthening the City's contractual protections.

On July 2, 2026, the Developer held a Neighborhood Participation Meeting and on July 23, 2026, the Development Review Committee reviewed and approved the changes to the

project.

Please see the companion items on this agenda, the Eighth Amendment to the Development Agreement and the Amended Parking Agreement.

Recommended Action: The City Commission adopt a resolution approving and authorizing the City Manager to execute the Seventeenth Amendment to the Purchase and Sale Agreement with Horizon Oakland Park, LLC for the acquisition of the Downtown Properties.

Background:

On August 3, 2022, the City Commission adopted Ordinance O-2022-021, authorizing the City Manager to enter into a Purchase and Sale Agreement (PSA) with Horizon Oakland Park, LLC for the sale of the Oakland Park Downtown Properties. On November 30, 2022, and subsequently on December 14, 2022, the Commission approved the First and Second Amendments to the PSA, extending the Inspection Period and Seller's title cure periods up to and including February 18, 2023.

On February 15, 2023, the Commission approved to extend the following dates: the Inspection and Seller's title cure periods up to and including April 19, 2023, the Development Review Application submission date to May 1, 2023, and the Site Plan Approval period to October 31, 2023. On March 15, 2023, the City Commission approved an additional request for time made by City staff and the Developer, which extended the Inspection and Seller's title cure periods up to and including May 19, 2023, and the Development Review Application submission date and Parcel Acquisition Declaration to June 1, 2023.

On April 19, 2023, the City Commission approved an amendment to facilitate the Purchaser's proposed changes in the development program and the revised primary site plan. On May 3, 2023, the City Commission approved an additional request for time made by City staff and the Developer, which extended the Inspection and Seller's title cure periods up to and including June 22, 2023, the Development Review Application submission date to June 28, 2023, and the Site Plan Approval period extended to December 28, 2023.

On June 21, 2023, the Seventh Amendment to the Purchase and Sale Agreement was approved by the City Commission to address title language provisions regarding the vacation of a portion of the alley adjacent to the development, the imposition by the School Board of Student Mitigation fees and extending the Development Review Application submission date to July 31, 2023, and the Site Plan Approval Period to January 31, 2024. Subsequently, pursuant to Section 4(c) of the Purchase and Sale Agreement, the purchaser requested and the City accepted a sixty-day extension to the expiration of the plan approval period to March 31, 2024.

On April 17, 2024, the Eighth Amendment to the Purchase and Sale Agreement was approved by the City Commission to address adverse market conditions impacting the viability of the project through the reduction of the purchase price to $9,456,580, development fee waivers, and plan modifications. In turn, the Developer committed to an extension of the period for the Affordable Housing component and an extension option for the City to vacate the property.

On September 18, 2024, and December 4, 2024, the Ninth and Tenth Amendments to the Purchase and Sale Agreement were approved, extending the deadline for the Long-Term Maintenance and Construction and Parking Agreements.

On February 19, 2025, the Long-Term Maintenance and Construction and Parking Agreements were approved by the City Commission.

On May 21, 2025, the Eleventh Amendment to the Purchase and Sale Agreement was approved by the City Commission to provide an extension to the Critical Path for the remaining milestones, including the move of City operations, issuance of the Horizon Building permit, and the closing on the purchase of the property.

On October 22, 2025, the Twelfth Amendment to the Purchase and Sale Agreement was approved to address external factors of impact to the financial viability of the project, specifically as it relates to elevated interest rates leading to increased cost and harder underwriting criteria, increasing insurance costs, the timing of the future train station, the continued rise in the cost of construction, and imposition of the School Board of Student Mitigation fees in the Local Activity Center, through the reduction of the purchase price for a final purchase price of $8,456,580. As the Purchaser pre-paid the requisite impact fees prior to the imposition of the School Mitigation Fee, the City would no longer be required to cover any of said costs.

On November 5, 2025, and subsequently on January 14, 2026, the Thirteenth and Fourteenth Amendments to the Purchase and Sale Agreement were approved to extend the time in the critical path allowable to secure all governmental approvals and permits.

On February 18, 2026, the City Commission approved the Fifteenth Amendment to the Purchase and Sale Agreement, which revised the deadlines associated with the construction of Greenleaf Park, the Horizon project, project milestones, and the closing date. Pursuant to the amendment, the Developer commenced construction of Greenleaf Park on March 23, 2026.

On June 17, 2026, the City Commission approved the Sixteenth Amendment to the Purchase and Sale Agreement, granting a one-time extension of one hundred fifty (150) calendar days to all project deadlines to allow the Developer additional time to complete a comprehensive review of the project design, construction costs, financing, and market conditions.

2. CURRENT ACTIVITY

The Horizon redevelopment will provide the following public and private improvements within the City's Downtown:

- 311 residential units;
- Ground-floor commercial space;
- A woonerf designed to enhance pedestrian activity and create a vibrant public gathering space;
- 195 public parking spaces;
- A new dog/pocket park preserving the site's legacy tree as a community feature; and
- The completion of the new Greenleaf Park, currently under construction with an anticipated completion date of August, 2026.

Following the extension approved under the Amendments, the Developer completed a comprehensive review of the project design, construction costs, financing, and market conditions. As part of that review, the Developer submitted an updated parking demand analysis which concluded that the parking needs for the residential and commercial components of the project could be accommodated with fewer private parking spaces than originally designed

Based on that analysis, the Developer proposes to eliminate one internal level of parking within the parking structure. The modification does not change the exterior footprint, height, or architectural appearance of the building and does not reduce the 195 public parking spaces required under the Agreements.

To address the proposed parking modification while preserving the City's long-term interests, the proposed amendments provide the following:

Parking Agreement

- Based upon the Developer's updated parking demand analysis, revises the required private parking supply while preserving the Developer's obligation to provide and continuously maintain 195 public parking spaces approved by the City Commission.
- Strengthens the City's long-term oversight of the public parking spaces by affirmatively granting the City the continuing right to monitor, inspect, and enforce compliance with the Parking Agreement to ensure the required public parking spaces remain available for public use.
- Clarifies the City's enforcement authority by expressly authorizing parking enforcement measures, including citations, immobilization (booting), towing, and other lawful enforcement actions, and prohibits overnight parking within the designated public parking spaces unless otherwise authorized by the City.
- Preserves the Developer's ability to implement future operational or physical

parking management measures, including valet operations, stacked parking systems, parking management strategies, and other parking efficiency improvements, to meet market demand, provided such measures do not reduce or interfere with the availability of the required 195 public parking spaces.

Purchase and Sale Agreement

- Revises the City's post-closing repurchase provisions by establishing objective milestones requiring:
  - The Developer to Commence Demolition within sixty (60) calendar days following Closing, and
  - The Developer to commence Building Construction within one hundred eighty (180) calendar days following Closing.

Development Agreement

- Increases the affordable housing commitment from ten percent (10%) to twenty percent (20%) of the residential units, with affordability provided to households earning up to one hundred forty percent (140%) of the Area Median Income (AMI), thereby expanding the project's affordable housing component.

The Critical Path is amended following the extension approved under the Amendments by establishing new project timelines.

To date, the City has received $900,000 in escrow deposits from the Developer. Should the Developer fail to satisfy the extended deadlines, the entire escrow balance of $900,000 will be released to the City.

3. FINANCIAL IMPACT

None

4. RECOMMENDATION

The City Commission adopt a resolution approving and authorizing the City Manager to execute the Seventeenth Amendment to the Purchase and Sale Agreement with Horizon Oakland Park, LLC for the acquisition of the Downtown Properties.

ATTACHMENTS:

Resolution
Purchase and Sale Agreement
First Amendment to Purchase and Sale Agreement
Second Amendment to Purchase and Sale Agreement

Third Amendment to Purchase and Sale Agreement
Fourth Amendment to Purchase and Sale Agreement
Fifth Amendment to Purchase and Sale Agreement
Sixth Amendment to Purchase and Sale Agreement
Seventh Amendment to Purchase and Sale Agreement
Eighth Amendment to Purchase and Sale Agreement
Ninth Amendment to Purchase and Sale Agreement
Tenth Amendment to Purchase and Sale Agreement
Eleventh Amendment to Purchase and Sale Agreement
Twelfth Amendment to Purchase and Sale Agreement
Thirteenth Amendment to Purchase and Sale Agreement
Fourteenth Amendment to Purchase and Sale Agreement
Fifteenth Amendment to Purchase and Sale Agreement
Critical Path
Sixteenth Amendment to Purchase and Sale Agreement
Seventeenth Amendment to Purchase and Sale Redlined
Seventh Amendment to Purchase and Sale Agreement
Critical Path

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SEVENTEENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC., FOR THE ACQUISITION OF THE DOWNTOWN PROPERTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Seventeenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC., for the acquisition of the Downtown Properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Seventeenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC., for the acquisition of the Downtown Properties. The Seventeenth Amendment is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

HORIZON OF OAKLAND PARK
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter the "Agreement") is made on this 3 day of August, 2022 and entered into by and between the **CITY OF OAKLAND PARK**, a Florida municipal corporation (hereinafter the "SELLER" or the "CITY") and **HORIZON OAKLAND PARK, LLC**, a Florida limited liability company (hereinafter the "PURCHASER").

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the following meanings:

1.1 Alternate Site Plan – A-1 and A-2 shall mean the alternate site plan proposed by the PURCHASER due to a failure to acquire Parcel A, or Parcel B, or both, all as shown on composite **Exhibit A**, attached hereto and made a part hereof, and revised during the site plan approval process from time to time, subject to the terms of this Agreement. The commercial and residential unit counts and the gross square footage for the Project for each Alternate Site Plan is set forth in each Alternate Site Plan A-1 and A-2 attached as **Exhibit A**. Any variance in the gross square footage of the commercial components or the number of units in the residential units in the residential components, in each case, greater than ten percent (10%) shall require the approval of City Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the 10% variance shall not apply to the Woonerf, Public Recreational Facilities, the Train Station, or Affordable Housing dedication (which dedication is to be provided by PURCHASER).

1.2 Business Day shall mean any day that the City is open for business.

1.3 City means the City of Oakland Park, a Florida municipal corporation.

1.4 City Development Approval the final approval by the City's operational, development and legal staff of the Development Review Application and the Site Plan and all appeal periods with respect to such approval shall have expired.

1.5 City Commission means the five (5) public officials elected to serve on the Oakland Park City Commission.

1.6 City Commission Approval means the final approval by the City Commission of the Bonus Provisions if required for the project and all appeal periods with respect to such approval shall have expired.

1.7 Closing means the consummation of the transaction contemplated by this Agreement.

1.8 Closing Date means that date which is sixty (60) calendar days from and after PURCHASER has obtained the following: (i) the City Development Approval and the City Commission Approval, and (ii) all Permits required to commence construction for the Project and (iii) the Construction Loan Commitment.

O-2022-021

1.9 Construction Loan means acquisition, development, or construction financing related to the Project consisting of, without limitation: debt financing, private equity, equity participations, joint venture, hybrid financing, mezzanine financing, or other financing arrangements, provided in each such event the material terms of all such financing arrangements shall be described in the Construction Loan Commitment (or its reasonable equivalent).

1.10 Construction Loan Commitment means a loan commitment issued to PURCHASER from a bona fide third party lender describing the proposed Construction Loan in an amount of not less than Forty Million Dollars ($40,000,000) with respect to the Project.

1.11 Deed means the special warranty deed which shall convey the Property from SELLER to PURCHASER at the Closing.

1.12 Deposits has the meaning set forth in Section 2 (b) and shall mean the collective reference to the Initial Deposit, the Second Deposit and the Third Deposit. The Deposits are also referred to as the "Earnest Money."

1.13 Development Agreement means that certain Development Agreement by and between the City and Purchaser, as developer, with respect to the Project, which is dated of even date with this Agreement.

1.14 Development Plan has the meaning set forth in the Development Agreement.

1.15 Development Review Application means PURCHASER'S applications to the SELLER to approve the Site Plan as required in the development review procedure.

1.16 Development Review Application Date means that date which is ninety (90) calendar days after the expiration of the Inspection Period by which date the PURCHASER must submit to the SELLER the Development Review Application.

1.17 DRC Approval means the final approval by the City's Development Review Committee of the Development Review Application and the Site Plan.

1.18 Earnest Money shall mean the sum of the Initial Deposit, the Second Deposit and the Third Deposit associated with the acquisition of the Property pursuant to this Agreement in the aggregate amount of One Million, Two Hundred Thousand Dollars ($1,200,000.00), which sum shall be applicable to, and shall reduce, the Purchase Price at the Closing and shall be delivered by PURCHASER to Escrow Agent pursuant to Section 2 (b) of this Agreement.

1.19 Effective Date means the date when the last one of the SELLER and PURCHASER executes this Agreement and delivers an unaltered counterpart hereof to the other party.

1.20 Escrow Agent means Goren, Cherof, Doody, & Ezrol, P.A., with an office located at 3099 East Commercial Boulevard, Fort Lauderdale, Florida 33308.

1.21 Force Majeure events or Force Majeure shall have the meaning set forth in Section 34(c).

1.22 Government Approval means the collective reference to all preliminary and

final approvals, consents, amendments, rezonings, special exceptions or variances by the City with respect to the sale of the portion of the Property owned by the City to Purchaser and the development of the Project as described in this Agreement and in the Development Agreement, including, without limitation, the Development Review Committee (DRC) Approval, the City Development Approval, and the City Commission Approval, which will be required to obtain the necessary approvals to develop the Project without conditions which modify or adversely impact, in a material respect, the design, cost, use, timing or functionality, and density of the Project and the applicable appeal period has run without appeal or, if an appeal is taken, then the date the appeal is resolved in favor of the approval, (and, if any such Governmental Approvals are issued with any governmental conditions, then, such conditions must be consistent with, and in alignment with, and directly related to, the development plan described in the RFP Submittal, the Site Plan and the Alternate Site Plans, the definition of "Project", and the Primary Site Plan or Alternate Site Plans), but expressly excluding from this definition the Permits and approvals related to the Train Station.

1.23 Inspection Period means the period of one hundred twenty (120) calendar days which commences upon the Effective Date. If the expiration date of the Inspection Period ends on a Saturday, Sunday or legal holiday, the expiration date shall be extended until the end of the next business day.

1.24 Parcel Acquisition Declaration has the meaning in Section 10.1(c).

1.25 Permitted Exceptions means the collective reference to: (a) taxes for the year of Closing (which shall be prorated at the Closing) and subsequent years not yet due and payable; and (b) any exception to title set forth in the Title Commitment which has not been objected to by PURCHASER as a Title Objection pursuant to Section 11; provided that such exception does not cause the fee simple title to the Property to be to be unmarketable under applicable law.

1.26 Permits means all building and construction permits necessary or required by the SELLER, Broward County, and any other Governmental Authority in order for the PURCHASER to develop, construct and operate the Project including, without limitation, site development permits, utility permits, environmental permits, FDOT permits, mechanical, plumbing, electrical and building permits, and, if any such permits are issued with any governmental conditions, then, such conditions must be consistent with, and in alignment with, and directly related to, the development plan described in the RFP Submittal, the Site Plan and the Alternate Site Plans, the definition of "Project", the Primary Site Plan or Alternate Site Plans and the applicable building code, but excluding from such permits any Train Station permits and approvals.

1.27 Primary Site Plan shall mean the proposed RFP Submittal in response to RFP # 011322 issued November 15, 2021 for the Project and subsequently amended, all as shown on composite **Exhibit A**, attached hereto and made a part hereof, and as revised during the site plan approval process from time to time, subject to the terms of this Agreement. Any variance in the gross square footage of the commercial components and any variance in the number of residential units in the residential components, in each case, greater than ten percent (10%), shall require the approval of City Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the 10% variance shall not apply to the Woonerf, Public Recreational Facilities, the Train Station, or Affordable Housing dedication (which dedication is to be provided by PURCHASER)."

1.28 Project means the comprehensive project submitted by PURCHASER in response to the RFP Submittal and subsequently amended, which "Project" consists of the following components proposed under RFP #011322 and as illustrated in the Primary Site Plan attached hereto as **Exhibit A:** the North Building, the South Building, the Residential Building, the Public

Recreational Spaces, the Woonerf, the Train Station, and Open Spaces (all as hereinafter defined), together with related amenities and utilities, as generally set forth in the Development Plan as provided in the Development Agreement. Each respective component of the Project will be developed on that portion of the Property which is so designated on the Development Plan and each component of the Project is more particularly described as follows, as may be revised, subject to the Failure to Acquire Parcels provision in Section 3.2 of the Development Agreement.

(a) **The North Building Component**: 5 Story Mixed Use Building with 12,500 Gross Square Feet of Ground Level Retail, Eight (8) Live Work Units, 47,800 Gross Square Feet of Commercial with covered drop off, Thirty Six (36) Mid Rise Residential Units, a Parking Garage with the required parking spaces to support the Project in tandem with other parking facilities of the Project and a Rooftop Event Space (collectively the "North Building Component"), any variance in the gross square footage of the commercial components and any variance in the number of residential units in the residential components, in each case, greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

(b) **The South Building Component** : 6 Story Mixed Use Building with 21,615 Gross Square Feet of Ground Level Retail, a Parking Garage with the required parking spaces to support the Project in tandem with other parking facilities of the Project and Residential Liner, 239 Mid Rise Residential Units, and a Amenity Deck (collectively the "South Building Component"), any variance in the gross square footage of the commercial components and any variance in the number of residential units in the residential components, in each case, in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

(c) **The Residential Building Component** (herein so called): 3 Story Residential Building with Thirty-Six (36) Apartment Flats (each a "Unit" and, collectively, the "Units"); any variance in the number of residential units in the residential components greater than ten percent (10%) shall require the approval of SELLER, which approval shall not be unreasonably withheld.

(d) **The Public Recreational Space Component**: The construction of Greenleaf Park which is inclusive of the City Owned Future Greenleaf Park site (currently known as 1300 NE 38th Street) and Parcel B (as defined in the RFP #011322, more specifically described in **Exhibit A** attached hereto. The park shall include an Open-Air Pavilion, Central Courtyard, Basketball Court, Two (2) Tennis Courts, Playground with Shade Canopy, Open Play area, fencing, lighting, conduit as specified and Parking (collectively the "Public Recreational Space Component"). The ten percent (10%) variance shall not apply to the Public Recreational Space Component.

(e) **The Woonerf Component**: 13,597 Gross Square Feet of Greenspace with Three (3) green island spaces. The Woonerf shall include a finished element which shall extend to the edge of the Florida East Coast Railroad (FEC) Right-of-Way as defined in the Development Agreement as the "*Enhanced Woonerf*" (collectively the "Woonerf Component"). The ten percent (10%) variance shall not apply to the Woonerf Component.

(f) **The Train Station Component**: A 500 Foot by 17 Foot (500' x 17') Station Platform and associated amenities as required by the Florida Department of Transportation (FDOT) or other authorized commuter rail agency (collectively the "Train Station Component"). The ten percent (10%) variance shall not apply to the Train Station Component.

(g) **The Open Space Component**: A bioswale and Walking Path, Dog /Pocket park with preservation tree (collectively the "Open Space Component") will represent a minimum of 25% of the net lot area of the site and rooftop amenities will represent minimum of 10 % of the net lot area of the site. Any reduction in the calculated square footage of said components greater than ten percent (10%) shall require the approval of City Commission, which approval shall not be unreasonably withheld; provided however that if Parcel A is not acquired by PURCHASER, then, such bioswale shall not be constructed and shall not be included in the Project and the removal of such bioswale shall not require any "variance approval" by the CITY.

(h) **The Public Parking Component**: 195 public parking spaces shall be designated free to the public, of which approximately 135 spaces shall be within the parking structures located in the North Building and the South Building, and approximately sixty (60) spaces which shall be surface parking spaces (collectively the "Public Parking Component"). The ten percent (10%) variance shall not apply to the Public Parking Component.

1.29 Property is a collective term comprising 4.072 acres of real property situate, lying and being located in Oakland Park, Broward County, Florida, more particularly described in the final approved Site Plan and in **EXHIBIT B** attached hereto and made a part hereof, together with all improvements thereon, together with all of the right, title and interest of the SELLER in and to any site plans, site plan approvals, development plans, specifications, engineering drawings, impact fee credits, if any, and all other related matters and things owned by the SELLER which relate to said Property; it being the intent of the SELLER to sell, transfer, set over unto and convey to the PURCHASER all interests of the SELLER of whatsoever kind, type, nature, description or characterization in and to the Property, free and clear of all liens, claims, interests, and encumbrances or possible liens, claims, interests, or encumbrances of whatsoever kind, type, nature, description or characterization, including, without limitation, the following, to-wit:

(a) All, privileges, easements and appurtenances which are on or benefit all the Property;

(b) All right, title and interest, if any, of SELLER in any property lying in the bed of any public or private street, which has formally been abandoned in accordance with applicable Florida law, in front of any adjoining property to the centerline thereof;

(c) To the extent transferable, all licenses, permits, approvals, and other governmental authorizations relating to the operation use or occupancy of the Property (including those all licenses, permits, approvals, and other governmental authorizations obtained by PURCHASER hereunder) and in effect as of the Closing Date; provided that PURCHASER shall not be required to assume any contracts with respect to the Property at the Closing or otherwise;

(d) All development rights, if any, including but not limited to entitlements, water and sewer connection rights, air rights, oil, gas and other mineral rights, any impact fee credits previously paid.

1.30 Purchase Price has the meaning set forth in Section 2.(a).

1.31 Purchaser Termination Provisions means the collective reference to the following sections in this Agreement which grant to Purchaser the right to terminate this Agreement and receive a return of the Deposits: (i) Section 3(c) (Termination by PURCHASER During Inspection Period), (ii) Section 4(c) (Failure to Obtain City Development Approval and City Commission Approval prior to end of Site Plan Approval Period), (iii) Section 9.2 (Seller Default), (iv) Section 11.1(d) (Title/Survey Uncured Matter), and (v) Section 12. (Condemnation Termination).

1.32 RFP Submittal means RFP #011322 issued by the SELLER as of November 15, 2021 and as subsequently amended.

1.33 Seller Reports has the meaning set forth in Section 3.

1.34 Site Plan means the illustrative site plans referred to herein as the Primary Site Plan or the Alternate Site Plan A-1 or the Alternate Site Plan A-2, which includes, as a minimum, the location of the proposed mixed use buildings, residential apartment flats, parking, public open space and Woonerf which constitute the Project and the public streets surrounding the Property and which illustrates the proposed off street parking, sidewalks and major landscape features as such plans may be modified subject to the 10% variance, from time to time and approved by SELLER.

1.35 Site Plan Approval Period shall have the meaning set forth in Section 4(c).

1.36 Third Party Reports means all reports, studies, plans and specifications prepared by third parties for PURCHASER in connection with the design, development and construction of the Project (but not any internal reports work product or analysis prepared by PURCHASER in connection with the Project or any materials covered by a privilege).

1.37 Title Commitment has the meaning set forth in Section 11.1 (a).

1.38 Title Company means Fidelity Title Insurance Company or any other national title insurance company selected by PURCHASER.

1.39 Other Definitions. The terms defined in this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE AND DEPOSITS.

(a) Purchase Price. Subject to the provisions of this Agreement, SELLER hereby agrees to sell the Property to PURCHASER, and PURCHASER hereby agrees to purchase the Property from SELLER for the total purchase price of **Eleven Million Two Hundred Six Thousand Five Hundred Eighty and 00/100 Dollars ($11,206,580.00)**, subject to prorations and adjustments as set forth herein (the "Purchase Price"), upon and subject to the terms and conditions set forth herein.

(b) Deposits. PURCHASER, at the time of execution of this Agreement, shall deposit the initial earnest money deposit (the "Initial Deposit") with GOREN, CHEROF, DOODY

AND EZROL, P.A. (hereinafter the "Escrow Agent") in the sum of **Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00),** which Initial Deposit shall be placed in an interest bearing escrow account by the Escrow Agent. A second earnest money deposit (the "Second Deposit") of **Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00)** shall be deposited by PURCHASER with Escrow Agent within ten (10) Business Days after the PURCHASER has received the Governmental Approvals, then, both the Initial Deposit and the Second Deposit shall become non-refundable; subject however, to the rights of PURCHASER to terminate this Agreement and receive the return of the Deposits as set forth in the Purchaser Termination Provisions. The Second Deposit shall be placed in an interest bearing account by the Escrow Agent. A third earnest money deposit (the "Third Deposit") of **Three Hundred Thousand and 00/100 Dollars ($300,000.00)** shall be deposited by PURCHASER with Escrow Agent within ten (10) Business Days after the SELLER has fully vacated all City Property Operations (as defined in Section 10.4) from the Property (except for the parking areas and the Greenleaf Park), then, the Third Deposit shall become non-refundable; subject however, to the rights of PURCHASER to terminate this Agreement and receive the return of the Deposits as set forth in the Purchaser Termination Provisions. The Initial Deposit, the Second Deposit and the Third Deposit, together with all interest accrued thereon, shall be collectively referred to as the Deposits (hereinafter the "Deposits" or the "Earnest Money"). At Closing, PURCHASER shall receive credit for the entire amount of the Deposits to reduce the amount of the Purchase Price to be delivered at Closing and a copy of the closing statement signed by the SELLER and the PURCHASER shall be conclusive evidence of the SELLER'S right to receive the Deposits when the Closing occurs, subject to SELLER default under this Agreement. Except in the event of PURCHASER'S default hereunder, the interest on the Deposits shall inure to the benefit of PURCHASER.

(c) Independent Consideration. As independent consideration for this Agreement and notwithstanding anything to the contrary set forth in this Agreement, SELLER shall receive one hundred dollars ($100.00) of the Deposits in the event this Agreement is terminated for any reason.

3. INSPECTIONS.

(a) PURCHASER shall, during the Inspection Period, (a) determine whether or not the Property is satisfactory for PURCHASER'S purposes with respect to the development and construction of the Project in PURCHASER'S sole and absolute discretion, and (b) determine whether or not the Property has adequate services available and that all federal, state, county and local laws, rules and regulations have been and are currently being complied with relative to the Property. PURCHASER shall be responsible for all costs and expenses in conducting inspections of the Property.

(b) During the Inspection Period, it shall be the responsibility of the PURCHASER to determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the Property and installed to the Property lines. Furthermore, it shall be the responsibility of the PURCHASER to determine whether or not the existing zoning classification of the Property will permit PURCHASER to construct, develop and utilize the Property as the Project. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspections. The scope of the inspections shall be determined by the PURCHASER as deemed appropriate under the circumstances.

(c) In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during the Inspection Period prove unsatisfactory to the

PURCHASER, or for any reason at all, at its sole and absolute discretion, PURCHASER shall be entitled to terminate this Agreement by providing written notice by mail, overnight delivery service, or by e-mail or facsimile to SELLER and/or SELLER'S counsel, at any time prior to 5:00 p.m. Florida time on or before the last day of the Inspection Period and receive an immediate refund of the Deposits plus interest earned thereon.

(d) In the event that PURCHASER fails to provide a timely notice of termination prior to the expiration of the Inspection Period, then, this Agreement shall not terminate pursuant to this Section 3 and the PURCHASER and SELLER shall proceed to Closing as set forth herein, subject to the terms and provisions of this Agreement, including, without limitation, the respective rights of termination as provided for herein. PURCHASER hereby indemnifies and holds the Seller harmless from any loss, cost or expense including, but not limited to reasonable attorney's fees and out-of-pocket costs actually incurred by the Seller as a result of the negligence or misconduct of any of Purchaser's agents who enter the Property. The indemnification provided herein shall survive any termination or closing under this Agreement.

(e) On or before five (5) Business Days after the Effective Date, SELLER shall provide to PURCHASER reasonable access to any appraisals, environmental reports (Phase I and Phase II, if any), surveys, abstracts and title policies and all other studies, reports, plans or other documents relating to the Property that SELLER may have in its possession or is subject to its control relating to the Property (collectively, the "SELLER Reports") and SELLER shall, without additional consideration, consent to the use and assignment of the SELLER Reports to PURCHASER and to PURCHASER'S lender(s). PURCHASER shall have access to, and the right to review and use, the SELLER Reports upon receipt and through the Closing Date and thereafter, if the Closing occurs.

(f) PURCHASER'S right to inspect and enter onto the Property during and after the Inspection Period is expressly conditioned upon PURCHASER'S covenant to protect SELLER from the filing of any liens against the Property. In the event that any claims of lien are filed against the Property as a result of work performed or requested by PURCHASER, the PURCHASER shall either pay the sum claimed by the lienor or bond such claim of lien in the manner permitted by law within twenty (20) Business Days after PURCHASER receives written notice of the existence of the lien.

(g) PURCHASER shall give the SELLER forty-eight (48) hour notice prior to any physical inspections upon the Property. PURCHASER and its consultants shall maintain requisite insurance coverage during the term of this Agreement and provide evidence of insurance to the SELLER prior to any physical inspection of the Property and restore the Property to substantially the same as such Property's condition as of the date of such testing after any testing for Inspection purposes.

(h) Except as otherwise provided herein, all inspections shall be conducted and completed during the Inspection Period. In the event PURCHASER elects not to terminate this Agreement as provided herein, PURCHASER and its consultants shall continue to have access to the Property after the expiration of the Inspection Period through and including the Closing Date upon twenty-four (24) hour advance notice to SELLER.

4. DEVELOPMENT REVIEW APPLICATION; CITY DEVELOPMENT APPROVAL, CITY COMMISSION APPROVAL AND SITE PLAN APPROVAL.

(a) During the term of this Agreement, PURCHASER shall exercise due diligence in order to obtain the Government Approvals with respect to the Development Review Application and the Site Plan.

(b) PURCHASER agrees that within ninety (90) calendar days after the end of the Inspection Period, the PURCHASER shall provide the City with a formal Parcel Acquisition Declaration in accordance with the Development Agreement. PURCHASER agrees that within two hundred ten (210) calendar days after the Effective Date, PURCHASER, at PURCHASER'S expense, (i) shall submit to the SELLER the Development Review Application and (ii) shall apply, when appropriate, for the Permits. The parties each agree that they will act promptly throughout the approval process and cooperate with each other in an effort to obtain the Government Approvals and the Permits in as short a time period as is possible within the applicable laws that define the approval process. With respect to such Governmental Approvals and the Permits, PURCHASER shall not be deemed to have obtained or received such Government Approvals until all appeal periods shall have passed without any appeal having been taken or, if any such appeal shall have been taken, such appeal(s) shall have been finally and conclusively resolved in favor of PURCHASER.

(c) If PURCHASER does not receive written evidence that, with respect to the Project, the Government Approvals have been obtained by the expiration of the Site Plan Approval Period (hereinafter defined), then (only after PURCHASER has exhausted all extension rights available to PURCHASER to the "Site Plan Approval Period" described in this clause (c) or otherwise in this Agreement), PURCHASER or the SELLER may terminate this Agreement by delivering written, whereupon the Deposits shall be immediately returned to PURCHASER and the parties shall be relieved of any further liability or obligation hereunder. Any notice of termination shall be effective upon delivery and shall be delivered prior to the end of the applicable Site Plan Approval Period. The "Site Plan Approval Period" shall mean, with respect to the Project, the period which is thirteen (13) months after the Effective Date to obtain the City Development Approval and the City Commission Approval, provided that PURCHASER shall have the right, upon giving written notice to SELLER no later than fifteen (15) calendar days prior to the expiration of the "Site Plan Approval Period", to extend the Site Plan Approval Period for an additional one hundred eighty (180) calendar days, so long as PURCHASER is still seeking, and continues to seek, in good faith, to obtain the Governmental Approvals; provided further that such Site Plan Approval Period shall automatically be extended in the event (a) any person or legal entity (other than PURCHASER) appeals the issuance of any City Development Approval or any City Commission Approval by the applicable Governmental Authority or (b) PURCHASER appeals any denial of any requested Governmental Approval, until, in each case, thirty (30) calendar days after the final, non-appealable resolution of such appeal(s).

(d) If the CITY issues the applicable City Development Approval and the City Commission Approval for the Development Review Application, the Site Plan and the Project and approves the issuance to PURCHASER of the Permits, then, PURCHASER agrees to pay the required fees for such approvals and for the issuance of such Permits and to accept delivery of such Permits upon issuance thereof by the CITY.

5. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, warranties and covenants, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true on the Closing Date:

5.1 At all times prior to Closing, SELLER shall keep the Property free and clear of any construction, mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing.

5.2 SELLER has no actual knowledge of pending or contemplated

condemnation proceedings affecting the Property or any part thereof.

5.3 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency or other entity which would affect the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

5.4 To the best of SELLER'S knowledge, SELLER has not received any written notice claiming that the Property or any method of operation of the Property is in violation ("Violation") of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, the requirements of any local board of fire underwriters (or other body exercising similar functions) and SELLER further represents that the Property shall be delivered free of any Violation at Closing.

5.5 SELLER shall not (i) license, lease, convey, hypothecate, pledge or otherwise encumber the Property, (ii) file any application to change or modify, or take any governmental action to change or modify, the current zoning or land use of the Property unless requested by PURHCASER, (iii) enter into any contracts, licenses or leases relating to, or affecting, any of the Property, or (iv) impose a moratorium on building or development of any of the Property.

5.6 No individual, person, legal entity, trust, real estate investment trust, association or any other legal entity has or is entitled to occupancy, possession of, or to purchase or acquire, any portion of the Property.

5.7 No development rights with respect to any portion of the Property has been sold, transferred, assigned, leased, pledged, or otherwise encumbered in any manner whatsoever.

5.8 SELLER is not a party to any unrecorded leases, contracts, restrictions, easements, leases, option contracts, rights of first refusal, commitments, or any other contracts with respect to all or any portion of the Property nor shall SELLER enter into any of the foregoing from the Effective Date through after the termination of this Agreement in accordance with the terms of this Agreement, without the prior written consent of PURCHASER. To the extent there are any leases, agreements or service contracts affecting any of the Property as of the Closing (other than this Agreement and the Development Agreement), then, such leases, contracts and service contracts will be terminated by SELLER on or prior to Closing at no cost to PURCHASER.

5.9 SELLER maintains the casualty and commercial liability insurance with respect to the Property which is described on **Schedule 5.9** attached hereto and SELLER shall contain to maintain such insurance until the later to occur of (i) the Closing or (ii) the termination of this Agreement in accordance with the terms hereof.

5.10 Prior to the Closing, SELLER shall comply with all of the obligations of SELLER under the service agreements and all other agreements and contractual arrangements by which SELLER and/or the Property are bound. SELLER shall maintain all existing insurance coverage in full force and effect through Closing and shall pay all required premiums and other charges.

5.11 REAL PROPERTY SOLD AS IS, WHERE IS, RELEASE: Except as otherwise provided herein, SELLER makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the Deed and in the other instruments to be delivered by SELLER at Closing in accordance with this Agreement (including the Affidavit described in Section 6.b. hereof), and SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in this Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development

potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. Subject to SELLER'S representations and warranties set forth in this Agreement, PURCHASER specifically acknowledges and agrees that SELLER shall sell and PURCHASER shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the SELLER'S representations and warranties set forth in this Agreement, PURCHASER is not relying on any representations or warranties of any kind whatsoever, express or implied, from SELLER, its agents, officers, or employees, as to any matter concerning the Property including, without limitation, any matter relating to (i) the quality, nature, adequacy or physical condition of the Property; (ii) the quality, nature, adequacy or physical condition of soils, fill, geology, or any groundwater; (iii) the existence, quality, nature, adequacy or physical condition of utilities serving the Property; (iv) the development potential, income potential, or expenses of the Property; (v) the Property's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property; (viii) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including without limitation, environmental person or entity, environmental laws; (ix) the presence of Hazardous Materials, as defined herein, or any other hazardous or toxic matter on, under or about the Property or adjoining or neighboring property; (x) the freedom of the Property from latent or apparent defects; (xi) peaceable possession of the Property; (xii) environmental matters of any kind or nature whatsoever relating to the Property; (xiii) any development order or agreement, or (xiv) any other matter or matters of any nature or kind whatsoever relating to the Property.

(a) As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances," "hazardous materials," "toxic substances" or "solid waste;" (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and (iv) any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

5.12 Notwithstanding the foregoing, from and after the Effective Date, SELLER shall maintain the Property and shall cause the Property to be maintained in a manner generally consistent with past practices and in a manner fully compliant with applicable law and the SELLER shall reasonably endeavor to prevent the introduction of any Hazardous Materials onto the Property and the PURCHASER shall have and is hereby granted the right to enter upon the Property to confirm the compliance of the SELLER with the foregoing duties and obligations. Any notices received by SELLER concerning an environmental condition, condemnation, code violation or other matter concerning the Property shall promptly be sent to PURCHASER.

5.13 Notwithstanding the foregoing, the SELLER does not and PURCHASER acknowledges that SELLER has not waived the provisions of sovereign immunity that exist within Section 768.28 of the Florida Statutes.

5.14 SELLER has the full right and authority and has obtained any and all

consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by SELLER at the Closing will be, authorized and properly executed and constitute or will constitute, as appropriate, the valid and binding obligation of SELLER, enforceable against SELLER in accordance with their terms.

5.15 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder. There is no agreement to which SELLER is a party or to SELLER'S knowledge, binding on SELLER which is in conflict with this Agreement.

5.16 SELLER shall perform each of the obligations of SELLER set forth in Section 10.4 in order to satisfy each of the City Milestones (hereinafter defined) set forth in Section 10.4 on a timely basis and SELLER shall fully vacate the City Property Operations on or before the deadline set forth in Section 10.4.

5.16 All of the representations, warranties, and covenants of SELLER contained in this Agreement or in any other document delivered to PURCHASER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made on the Closing Date and shall survive Closing for the applicable statute of limitations period.

5.17 SELLER shall indemnify, hold harmless and defend PURCHASER against any claims, demands, losses, liabilities, costs, and expenses including attorney's fees imposed upon or accruing against PURCHASER as a result of any of the representations, warranties and covenants contained in this Section 5 not being true and correct in all material respects.

6. SELLER'S CLOSING DOCUMENTS.

SELLER shall deliver to the Title Company which is serving as the closing agent for the Closing originals of the following documents with a copy to PURCHASER (and its counsel), at least three (3) calendar days prior to the Closing:

(a) Special Warranty Deed. A special warranty deed in recordable form, duly executed by the SELLER, conveying to the PURCHASER good, marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions, with the legal description provided in the Title Commitment.

(b) Affidavit. A no-lien and exclusive possession affidavit sufficient for the title company to delete the gap, any exceptions for parties in possession and mechanic's or materialmen's liens from the title policy (the "Affidavit").

(c) FIRPTA Affidavit. In order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980 ("**FIRPTA**"), SELLER will deliver to PURCHASER at closing SELLER'S affidavit stating the SELLER is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986 and the U.S. Treasury Regulations thereunder.

(d) General Assignment and Bill of Sale. An Assignment and Bill of Sale (the "Assignment and Bill of Sale") of SELLER'S right, title and interest in and to (i) the personal property described in the definition of "Property" in Section 1.31 hereof and (ii) the SELLER Reports.

(e) Certificate of Seller. A certificate of SELLER certifying to the PURCHASER that each of the representations and warranties of SELLER set forth in Section 5 of this Agreement are true and correct in all material respects as of the Closing Date.

(f) Evidence of Authorization. Evidence of authority of the individual executing and delivering the Deed and the other closing documents on behalf of the Seller for the satisfaction of the Title Company and PURCHASER.

(g) Closing Statement. An executed copy of the Closing Statement executed by Seller.

(h) Possession. SELLER shall deliver possession of the Property to PURCHASER at Closing. SELLER will provide keys, remote controls, necessary to operate all locks, mailboxes, and security systems.

(i) Other Documents. Such additional documents or instruments as may be reasonably required to effectuate the terms, conditions and provisions hereof and to carry out the intent of the parties hereto, or as may be reasonably required by the Title Company, so as to be able to delete at Closing all of the requirements of Schedule B-I of the Title Commitment.

7. PURCHASER'S DELIVERIES.

At the Closing, and after the SELLER has complied with all of the terms and conditions of this Agreement and simultaneously with SELLER'S delivery of the original documents required in Section 6 to the Title Company:

(a) Purchase Price. PURCHASER shall deliver to the Title Company, as title agent, by wire transfer the Purchase Price (less the amount of the Earnest Money/Deposits), adjusted for the prorations, adjustments and other payments provided for in this Agreement;

(b) Closing Statement. An executed copy of the Closing Statement to PURCHASER.

(c) Title Commitment and Closing Statements. At Closing, PURCHASER shall have received from the Title Company, as a condition to the closing, a "marked up" owner's and mortgagee's Title Commitment, in form and substance acceptable to PURCHASER and to PURCHASER'S lender.

8. REAL ESTATE COMMISSIONS.

PURCHASER and SELLER represent and warrant to each other that each has not dealt with any broker, agent or similar person in connection with this transaction. Each of PURCHASER and SELLER agree to indemnify and hold harmless the other party from and against and any all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which either PURCHASER or SELLER shall ever suffer or incur because of any claim by any agent, broker or finder engaged by either party whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated herein.

9. DEFAULT.

9.1 DEFAULT BY PURCHASER. The PURCHASER shall be deemed to be in default hereunder only upon the occurrence of any of the following events, to-wit:

(a) In the event that PURCHASER fails to file the Development Review Application on or before the Developer Review Application Date, which is two hundred ten (210) days after the effective date, which date shall be extended by Force Majeure events; or

(b) In the event that the PURCHASER fails to close the acquisition of the Property on or before the Closing Date (which date shall be extended by Force Majeure events) and such failure to close is not otherwise attributable to a default by SELLER; provided SELLER is not in material default herein, if PURCHASER materially defaults in the performance of any of the obligations to which reference is made in the immediately preceding subsections (a) through (b), both inclusive, and PURCHASER fails to remedy such default within ten (10) calendar days after written notice by SELLER to PURCHASER of such default(s) unless the Default is not reasonably curable within 10 calendar days, and SELLER and PURCHASER fail to agree on a reasonable time to cure (the "SELLER Default Notice"), SELLER may terminate this agreement. Upon termination by the SELLER, the termination, this Agreement shall become null and void, and neither party shall have any claims of whatsoever kind, type, nature or description against the other party.

9.2 DEFAULT BY SELLER. The SELLER shall be deemed to be in default hereunder only upon the occurrence of any of the following events, to-wit:

(a) In the event that SELLER fails to perform SELLER'S obligations under this Agreement or in the event any of the representations and warranties of SELLER in this Agreement are not true and correct in all material respects as of the Effective Date and as of the Closing; or

(b) In the event that the SELLER fails to close the sale of the Property on or before the Closing Date (which date shall be extended by Force Majeure events) and such failure to close is not otherwise attributable to a default by PURCHASER.

Provided PURCHASER is not in material default herein, if Seller defaults herein, then PURCHASER's remedies for such default shall be limited to the recovery of the sum of (i) PURCHASER's actual and direct damages, incurred (but not consequential indirect, special, incidental or speculative damages including, without limitation, lost profits, lost opportunities and punitive damages) and upon the receipt thereof, (ii) PURCHASER's receipt of the Deposits and (iii) PURCHASER'S attorney fees and costs described in Section 30 incurred by PURCHASER to collect items (i) and (ii), then, this Agreement shall become null and void, and neither party shall have any claims of whatsoever kind, type, nature or description against the other party.

10. TIMELINE FOR CITY DEVELOPMENT APPROVAL, CITY COMMISSION APPROVAL AND PERMITS.

10.1 Governmental Approvals.

(a) Prior to submission of the Development Review Application, SELLER'S staff shall consult with and advise PURCHASER on the resolution of zoning and related entitlement issues associated with the proposed Development Review Application and the development of the Project.

(b) PURCHASER shall file its Development Review Application with SELLER within ninety (90) calendar days after the end of the Inspection Period.

(c) Within two hundred ten (210) calendar days after the expiration of the Inspection Period, PURCHASER shall provide a formal Parcel Acquisition Declaration (the "Parcel Acquisition Declaration") of its intention (i) to acquire Parcels A and B and (ii) whether it will submit the Primary Site Plan, (ii) Alternate Site Plan A-1 or (iii) Alternate Site Plan A-2.

(d) PURCHASER shall exercise due diligence in order to obtain the Government Approvals which are in the control of the City within one hundred eighty (180) calendar days after the Development Review Application is filed. The parties agree that they will act promptly and in good faith throughout the approval process in an effort to obtain the Government Approvals which are in the control of the City in as short a time period as is possible within the applicable laws that define the approval process for such Government Approvals. SELLER will not act in an arbitrary or capricious manner in processing, reviewing and approving the Development Review Application and the Site Plan in the control of the City.

(e) Furthermore, the SELLER shall include the Purchaser in the SELLER'S internal Development Review Committee ("DRC") process prior to any public hearings related to the Development Review Application. PURCHASER shall be responsible for all cost and fees associated with obtaining the Governmental Approvals.

(f) PURCHASER shall exercise due diligence in order to obtain the approvals which are not in the control of the City (including, without limitation, any required approvals issued by any federal, state or county Governmental Authorities having jurisdiction over the Project) within one hundred eighty (180) calendar days after the Development Review Application is filed with the SELLER.

10.2 Permits for the Project.

(a) After PURCHASER has obtained the Government Approvals, then, PURCHASER shall use commercially reasonable efforts in order to obtain all Permits necessary to permit the construction of the Project within twelve (12) months after Government Approvals have been finally issued (and all appeals periods have expired with respect thereto).

(b) The parties agree that they will act promptly and in good faith throughout the approval process for such Permits for the Project which are controlled by the SELLER (such as building permits and all other Permits) in an effort to obtain all of the Permits controlled by the SELLER in as short a time period as is possible within the applicable laws that define the approval process. SELLER will not act in an arbitrary or capricious manner in processing, reviewing and approving any applications for all of the Permits controlled by SELLER. PURCHASER shall be responsible for all cost and fees associated with securing the Permits.

(c) PURCHASER shall exercise due diligence in order to obtain the Permits for the Project which are not in the control of the City (including, without limitation, any required Government Approvals issued by any federal, state or county Governmental Authorities having jurisdiction over the Project) within twelve (12) months after the Development Review Application is filed with the SELLER.

10.3 Rezoning of Greenleaf Park.

Within ninety (90) calendar days after the expiration of the Inspection Period, SELLER shall complete the rezoning for Greenleaf Park to a designation which permits the construction of the improvements included in the Project on such real property.

10.4 Vacating of City Property Operations from the Property by the CITY.

(a) The CITY and the PURCHASER agree, as a Condition Precedent to the Closing and with the exception of the current Greenleaf Park and public parking, that the CITY shall vacate all personnel, furniture, equipment, personal property, services, operations, and uses currently housed in, or operated from, the Property (collectively "City Property Operations") on or before 365 days from the issuance to the PURCHASER of all of the Government Approvals for all of the Project (such date, the "Government Approvals Issuance Date").

(b) The CITY and the PURCHASER further agree that Greenleaf Park and public parking areas will remain open and available to the public until the Date of Closing. The CITY will adhere to, and will take all action necessary to satisfy, each of the Milestones set forth below in accordance with the time schedule deadline for each such Milestone set forth below (each, a "City Milestone"), subject to the extension provisions for Force Majeure (provided that such Force Majeure is not caused by, or controlled by, the City):

(i) City Milestone One: No later than the Governmental Approval Issuance Date, the CITY will have completed a relocation and spacing plan for the relocation of City Property Operations and will have provided written confirmation to the PURCHASER that such plan has been completed.

(ii) City Milestone Two: On or before 180 Calendar Days subsequent to the Government Approval Issuance Date, the CITY will have completed all formal procurement requirements related to the move of City Property Operations and will have provided written confirmation to the PURCHASER that such requirements have been completed.

(iii) City Milestone Three: On or before 300 Calendar Days subsequent to the Government Approval Issuance Date, the CITY will begin the implementation of the relocation and spacing plan and will have provided written confirmation to the PURCHASER that such implementation has begun.

(iv) City Milestone Four: On or before 365 Calendar Days subsequent from the Government Approval Issuance Date, the CITY will fully vacate all City Property Operations from the Property and will have provide written confirmation to the PURCHASER that all City Property Operations have been fully vacated from the Property.

10.5 Closing of Acquisition By PURCHASER of Property from SELLER.

The Closing for the acquisition of the Property by PURCHASER from SELLER shall occur within sixty (60) calendar days after PURCHASER has obtained the following: (i) the Governmental Approvals, (ii) all of the Permits to develop and construct the Project and (iii) the Construction Loan Commitment.

11. EVIDENCE OF TITLE.

11.1 Title to the Property. SELLER shall convey the Property, including all easements and restrictions of record with the exception of the encroachment(s), if any, to PURCHASER at Closing by delivery of the Deed and the Assignment and Bill of Sale.

(a) PURCHASER shall, during the Inspection Period, secure a title insurance commitment issued by an agent (on behalf of a Title Company) selected by and acceptable to PURCHASER which commits to insure PURCHASER'S title to the Property (the "Title Commitment"). The costs and expenses relative to the issuance of a title commitment and an owner's title policy and mortgagee title insurance policy, if applicable, at the Closing shall be borne by the PURCHASER.

(b) PURCHASER shall have fifteen (15) calendar days from the date of receiving the Title Commitment and a Current Survey (as set forth in Section 11.2) to review and examine said Title Commitment and any survey exception as shown in the Current Survey. If PURCHASER objects to any exception to title as shown in the Title Commitment and Current Survey, PURCHASER shall, within ten (10) calendar days of receipt of said Title Commitment, notify SELLER in writing specifying the specific exception(s) to which it objects (collectively, the "Title Objections"). Any Title Objection(s) of which PURCHASER has so notified SELLER, shall be cured by SELLER so as to enable the removal of said Title Objection(s) from the Title Commitment within ninety (90) calendar days after PURCHASER has provided notice to SELLER. For the avoidance of doubt, the matters described in Section 13 may be included as a Title Objection by Purchaser.

(c) Within twenty (20) calendar days after the expiration of SELLER'S time to cure any Title Objection, SELLER shall send to PURCHASER a notice in writing (the "Cure Notice") stating either (i) that each of the Title Objection has been cured and, in such case, enclosing evidence of such cure, or (ii) that SELLER is unable to cure such Title Objection despite the good faith efforts of the SELLER to effectuate the cure.

(d) If SELLER is unable to cure all Title Objections within the time period set forth in the preceding sentence despite the good faith efforts of the SELLER, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within thirty (30) calendar days after receipt of a Cure Notice specifying an uncured Title Objection, in which event all Deposits held by the Escrow Agent, together with interest thereon, shall be immediately returned to PURCHASER; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured Title Objection(s).

(e) At least five (5) calendar days prior to Closing, PURCHASER shall obtain an update to the Title Commitment showing all new items which affect title to the Property. Should any additional matters (including any Survey matters) be listed in the updated Title Commitment or the updated Survey, if applicable, subsequent to the original effective date of the original Title Commitment (a "New Encumbrance"), then, PURCHASER shall have five (5) Business Days from receipt of the updated Title Commitment, together with a copy of said title document to object to same, in which event, such New Encumbrance shall be deemed a "Title Objection" by PURCHASER and be subject to the same terms and conditions set forth above in this Section 11.1.

(f) Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be obligated to prosecute legal action to cure any title defects or expend more than

$5,000.00 in curing such defects. (provided SELLER shall not be obligated to cure any such financial liens arising solely because of the acts or failure to act of PURCHASER).

11.2 Survey and Legal Description. During the Inspection Period, PURCHASER shall order: (i) a Current Survey ("*Current*" is defined to be certified within ninety (90) calendar days of the Effective Date), prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, and the location of any easements and other matters as reflected on Schedule B II of the Title Commitment thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld, conditioned or delayed), and the title underwriter, shall be the legal description for the Property that is used in the Deed; provided however if the granting deed(s) for the Property into the SELLER contained a different legal description for the Property, then, the SELLER shall grant to PURCHASER, pursuant to the Deed, the Property as described in the legal description(s) set forth in such granting deed(s). The Current Survey shall be certified to SELLER, PURCHASER, the PURCHASER'S mortgage lender and the title insurance company issuing the title insurance.

(a) In the event the Current Survey shows (i) any material encroachments, strips, gores, or any portion of the land non-contiguous to any other portion of the Property or (ii) any other matter affecting the intended use of the Property or marketability of title to the Property (any such matter is herein called a "Survey Objection" and treated as an object to title by PURCHASER), PURCHASER shall have a period of fifteen (15) calendar days after receipt of the Title Commitment and Current Survey by PURCHASER within which to approve or disapprove any Survey Objection and to give notice to SELLER of any disapproval thereof indicating in reasonable detail the nature and reasons for PURCHASER'S objection. As used in this Section 11.2, the term "material encroachment, strips, gores or any other portion of the land" shall mean any such encroachment, stirps, gores or other portion of the land" which prevents all of the Property from being continuous or which otherwise adversely affects the ability of PURCHASER to develop and/or finance the development of, the Property, as reasonably determined by PURCHASER.

(b) In the event PURCHASER provides a notice of disapproval of a Survey Objection to SELLER, the rights and obligations of the parties respecting such objections shall be governed by Section 11.1 hereof such that the parties shall have the same rights and objections as though such Survey Objection objected to as a new exception to title which was listed on the updated Title Commitment and objected to by PURCHASER within the contemplation of Section 11.1.

12. RISK OF LOSS; CONDEMNATION.

(a) Risk of Loss. Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the Closing occurs and the Deed is delivered by SELLER to PURCHASER.

(b) Condemnation. If at any time following the Effective Date and prior to the Closing Date, SELLER receives written notice of any pending or threatened condemnation or similar type of proceeding by any agency of the Federal Government, or the State of Florida or Broward County, in each case, affecting all or any portion of the Property, then, SELLER shall promptly give written notice thereof to PURCHASER, and upon receipt of such notice PURCHASER shall have the following options:

(i) to terminate this Agreement by delivering a written notice of termination to

SELLER, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposits to PURCHASER and the parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; or

(ii) to waive its right under (i) above and close on and take title to the Property subject to such proceeding or material damage, provided that: in the event of any such pending or threatened condemnation or similar type of proceeding, (A) SELLER shall have no right to enter into any settlement of the proceeding or grant any deed in lieu of condemnation or similar type of conveyance in connection with the proceeding without PURCHASER'S prior written consent, (B) SELLER shall assign to PURCHASER at Closing all of SELLER'S right, title and interest in and to any and all proceeds payable in the proceeding, and (C) the Purchase Price shall be reduced by the amount of proceeds awarded to SELLER (and such award shall be assigned to PURCHASER).

PURCHASER shall be required to deliver written notice of its election to SELLER within twenty (20) calendar days after receiving written notice, "written notice" shall include notice by email (which is confirmed by written notice delivered via overnight delivery), of the condemnation proceeding from SELLER and the Closing Date shall be extended accordingly. If PURCHASER fails to timely deliver its election to SELLER under this Section, then it shall be deemed that PURCHASER elected to terminate this Agreement under (i) above.

13. TRANSFER OF TITLE SUBJECT TO.

Except as otherwise set forth and subject to Section 11, the Property shall be conveyed subject only to the following matters affecting the Property existing as of the Effective Date: water lines, sanitary sewer, drainage, gas distribution, electrical and telephone easements of record; provided however that nothing in this Section 13 shall prohibit the PURCHASER from objecting to any matter described in this Section 13 as a title objection under Section 11.1(a) above. Subject to the prior sentence, it shall be the sole and exclusive responsibility of the PURCHASER to relocate any utilities and any such relocation costs and expenses shall be borne by the PURCHASER. PURCHASER shall, in the event of any relocation of the utilities, provide to the SELLER or the appropriate service provider, easements for the relocated utilities.

14. ADJUSTMENTS AT CLOSING.

(a) All prorations, if any, shall be calculated as of midnight of the day before the Closing Date.

(b) All utilities, security deposits, electric, non-delinquent taxes and assessments (real property and personal property), and water and sewer charges. Adjustments shall be based upon the maximum discount available.

15. CLOSING DATE AND PLACE.

The Closing shall occur on the Closing Date. The Closing shall be held in the offices of the Escrow Agent/Title Company as a "mail away closing" and upon satisfaction of all Conditions Precedent.

16. TERMINATION.

In the event the Closing does not occur solely because of PURCHASER'S failure to close on or before sixty (60) calendar days from and after the date PURCHASER has obtained the City Governmental Approvals and the Permits, subject to the right of PURCHASER to extend the Closing Date and the Closing as provided herein, the SELLER shall have the right to terminate this Agreement and each shall be released from any and all liability to one another.

17. CLOSING COSTS.

Upon Closing, PURCHASER shall be responsible for the costs and expenses related to the owner's title insurance commitment and policy, and PURCHASER shall be responsible for the costs and expenses related to the recording of the Deed, documentary stamps affixed to the Deed, and all related costs. PURCHASER, at its own expense, may conduct and obtain an Environmental Site Assessment Phase I and Phase II (if so mandated by the Phase I) of the Property. All costs and expenses related to the development of the Property shall be borne by PURCHASER. The SELLER and PURCHASER shall bear their own costs for legal fees with respect to this Agreement, the Government Approvals, the Permits, the Development Agreement and the Project.

18. PURCHASER'S WARRANTIES.

PURCHASER hereby acknowledges and warrants to the best of its knowledge that all of the following are true and correct as of Closing:

(a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement and the performance by PURCHASER of the obligations hereunder have been duly authorized by the PURCHASER as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

(c) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the organizational documents of PURCHASER and do not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which PURCHASER is a party.

(d) KAUFMAN LYNN CONSTRUCTION, INC., a Florida corporation and FALCONE GROUP, LLC, a Florida limited liability company, collectively submitted the RFP Submittal on January 13, 2022. PURCHASER is a Florida limited liability company and joint venture consisting of KAUFMAN LYNN CONSTRUCTION, INC. and FALCONE GROUP, LLC (or entities that KAUFMAN LYNN CONSTRUCTION, INC. and FALCONE GROUP, LLC beneficially own a majority interest in and control), as authorized members of the PURCHASER LLC.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made on the Closing Date and will survive Closing. PURCHASER shall indemnify, hold harmless and defend SELLER against all claims, demands, losses, liabilities, costs and expenses, including attorney's fees, imposed upon or

accruing against SELLER as a result of any of the representations contained in this Section 18 not being true and correct in all material respects.

19. OPTION TO REPURCHASE ALL OF THE PROPERTY.

(a) SELLER expressly reserves the right at its sole option and election to repurchase all of the Property for the same Purchase Price as paid by PURCHASER to SELLER in connection with the Project (the "Right of Repurchase") in the event the PURCHASER fails to commence construction of any component of the Project within one hundred eighty (180) Calendar Days following the Closing, subject to extension of such time period by the occurrence of any Force Majeure event. As used in the prior sentence, the term "*commence construction*" means the initiation by PURCHASER of site preparation work for any component of the Project which shall, for purposes of this Section 19(a), include excavation, clearing and any required relocation of utilities at the site. For the avoidance of doubt, once PURCHASER has commenced construction with respect to any component of the Project, then, the Right to Repurchase set forth in this Section 19 shall be null and void for all purposes.

(b) The SELLER'S right to repurchase and its terms and conditions herein shall be incorporated in a Memorandum of Agreement executed by the parties prior to Closing and shall survive the Closing. SELLER shall record a termination of the right to repurchase in form and content acceptable to PURCHASER within ten (10) Business Days of PURCHASER commencing construction of any component of the Project as set forth above in Section 19(a).

(c) In the event SELLER elects to repurchase the Property as provided herein, then, within thirty (30) calendar days after SELLER'S election to exercise the Right to Repurchase, (i) PURCHASER shall tender in escrow a Special Warranty Deed to the title company designated by SELLER conveying the Property, (ii) SELLER shall deliver to such title company the Purchase Price paid by PURCHASER to SELLER on the Closing Date in immediately available funds, (iii) SELLER and PURCHASER shall prorate the real estate taxes and other expenses of the Property in the manner such prorations occurred on the Closing Date and (iv) each of the parties shall provide to such title company evidence of authority necessary to satisfy the title company with respect to the authorization to convey the Property and to close on the transfer of the Property from PURCHASER TO SELLER.

(d) In the event of a dispute between SELLER and PURCHASER as to whether there has been a commencement of construction of any component of the Project as provided in Section 19(a) or whether a claim for delay due to Force Majeure is valid or otherwise in connection with this Agreement and the transactions contemplated thereby, then, the parties shall attempt to resolve and settle such dispute by non-binding mediation using a mutually acceptable third-party mediator. Such mediator shall be appointed upon the written demand of either party. Upon such appointment, the mediation shall be held within fifteen (15) Business Days after written request by either party at a mutually agreeable site in Broward County, Florida. The fees and expenses of such mediator shall be born equally by the parties hereto. In the event of the failure of the parties to settle the dispute by non-binding mediation, then, either party may bring the dispute for legal redress before the Circuit Court in and for Broward County, Florida.

(e) This Section 19 shall survive Closing. Notwithstanding the foregoing, the Right of Repurchase granted herein shall be subject to and subordinate to any acquisition, development and/or construction loan and mortgage on the Property and all modifications thereof and SELLER will execute and deliver a subordination of the Right of Repurchase in recordable form upon request of any mortgagee of an acquisition, development and/or construction loan, in form

acceptable to such mortgagee, which shall provide, among other things, written notice and opportunity to cure any failure to commence construction by PURCHASER in favor of the lender under such construction loan and mortgage.

20. ENFORCEABILITY.

If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall be determined to be unenforceable by a court of competent jurisdiction (the "Offending Provision"), then the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law; provided however, that the parties affected by the Offending Provision shall endeavor in good faith, within sixty (60) calendar days after the date such determination is made, to agree upon alternative provisions which shall have the same practical effect as the Offending Provision and upon any agreement being reached, the new provision shall be incorporated into and form a part of this Agreement.

21. CONDITIONS PRECEDENT TO CLOSING AND CONTINGENCIES.

21.1 SELLER'S Conditions Precedent to Closing: SELLER'S obligation to close the subject transaction is contingent upon the satisfaction of the following conditions:

(a) Government Approvals shall have been obtained by PURCHASER and all time periods to challenge or appeal the issuance of such approvals shall have expired.

(b) No legal or administrative proceeding shall exist which challenges the enforceability of any of the terms and provisions of this Agreement or otherwise seeks to stay, restrict or prohibit the construction, development and/or operation of the Project.

(c) If applicable, PURCHASER'S acquisition of Parcels A and B to facilitate the construction and completion of the Project, subject to Failure Acquire Parcels Provision in the Development Agreement.

(d) PURCHASER shall have delivered the SELLER prior to the Closing the Construction Loan Commitment.

21.2 PURCHASER'S Conditions Precedent to Closing: PURCHASER'S obligation to close the subject transaction is contingent upon satisfying the following condition:

(a) PURCHASER shall exercise due diligence to obtain the Construction Loan Commitment (i) from a reputable lender regularly engaged in commercial real estate lending, (ii) which contains such terms as are typical in Broward County for loans similar in size and purpose to the proposed Construction Loan in the amount of not less than Forty Million Dollars ($40,000,000) and (iii) which contains business terms such as interest rate, terms of repayment, loan to value, guaranty and collateral and equity requirements which are typical in Broward County for loans similar in size and purpose to the Construction Loan and are otherwise reasonably acceptable to PURCHASER, and PURCHASER fails to obtain the Construction Loan Commitment due to unforeseen market challenges, then notwithstanding anything to the contrary herein, PURCHASER may at its option extend the Closing Date and Closing for up to three (3) months in order to obtain the Construction Loan. If the PURCHASER is unsuccessful in obtaining a Construction Loan during such three (3) month period, then PURCHASER shall relinquish to SELLER the Deposits.

(b) Government Approvals shall have been obtained by PURCHASER and all

time periods to challenge or appeal such approvals shall have expired.

(c) No legal or administrative proceeding shall exist which challenges the enforceability of any of the terms and provisions of this Agreement or otherwise seeks to stay, restrict or prohibit the construction, development and/or operation of the Project.

(d) The CITY shall have satisfied each of the City Milestones set forth in Section 10.4 on or prior to the applicable deadline for such satisfaction, including, without limitation, the CITY shall have fully vacated all City Property Operations from the Property on or before 365 Calendar Days subsequent from the Government Approval Issuance Date.

21.3 JOINT CONDITIONS PRECEDENT TO CLOSING.

PURCHASER AND SELLER shall have negotiated, executed and delivered to each other the following agreements in form and substance reasonably acceptable to PURCHASER AND SELLER on or before sixty (60) calendar days after PURCHASER'S receipt of the Governmental Approvals: (a) Long Term Maintenance Agreement; (b) Parking Maintenance Agreement; and (c) Construction Contract for Greenleaf Park and Pump Station Relocation.

21.4 TRAIN STATION DELIVERY AGREEMENT.

PURCHASER AND SELLER agree to use due diligence to negotiate, execute and deliver the Train Station Delivery Agreement in form and substance reasonably acceptable to PURCHASER AND SELLER on or before thirty (30) days prior to Closing, if applicable Train Station Milestones (as defined in the Development Agreement) are achieved pursuant to the terms of the Development Agreement.

22. NOTICE.

Except as otherwise provided herein, all written notices shall be effective upon the actual receipt or first refusal of the addressee to accept delivery after having been sent by reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the following addresses:

SELLER: City of Oakland Park
3650 NE 12th Avenue
Oakland Park, Florida 33334
Attn: David Hebert, City Manager
E-mail; davidh@oaklandparkfl.gov

With Copy to: Donald J. Doody, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
Fax: (954) 771-4923
E-mail: ddoody@cityatty.com

PURCHASER: Horizon Oakland Park, LLC
1 Town Center Road, Suite 600
Boca Raton, FL 33486
Attn: Arthur Falcone

Alfonso Costa, Jr.
E-mail: alfonsocjr@falconegroup.info

With a Copy to: Kaufman Lynn Construction, Inc.
3185 South Congress Ave.
Delray Beach, FL 33445
Telephone: (561) 886-4311
Attn: Joshua Atlas, Chief Legal Officer
E-mail: jatlas@kaufmanlynn.com

AND Falcone Group, LLC
1 Town Center Road, Suite 600
Boca Raton, FL 33486
Attn: Arthur Falcone
Alfonso Costa, Jr.
E-mail: alfonsocjr@falconegroup.info

With a Copy to: Berger Singerman LLP
201 East Las Olas Boulevard
Suite 1500
Fort Lauderdale, Florida 33301
Attn: Robert W. Barron, Esq.
Telephone: (954-712-5145)
E-mail: rbarron@bergersingerman.com

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
Fax: (954) 771-4923
E-mail: ddoody@cityatty.com

23. HEADINGS.

The paragraph headings as set forth in this Agreement are for convenience or reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

24. EFFECTIVE DATE.

This Agreement shall be deemed effective as of the Effective Date.

25. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Florida and venue with respect to any suit in connection with this Purchase and Sale Agreement shall reside in the courts of Broward County, Florida.

26. ENTIRE AGREEMENT.

This Agreement and the Development Agreement constitute the entire agreement

between the parties with respect to the transaction contemplated herein, and it supersedes the RFP Submittal and all other prior understandings or agreements between the parties. In the event a conflict exists between this Agreement and the Development Agreement, the terms of this Agreement shall control with respect to the purchase and sale of the Property by SELLER to PURCHASER.

27. NO ORAL CHANGE.

This Agreement may not be changed or amended orally.

28. SUCCESSORS.

This Agreement shall apply to and bind the successors and assigns of SELLER and PURCHASER. The SELLER shall not assign this Agreement without first obtaining the approval of PURCHASER, which approval shall not be unreasonably withheld. The PURCHASER shall not assign this Agreement without first obtaining the written approval of the SELLER, which approval shall not be unreasonably withheld, provided, however, PURCHASER may assign this Agreement to an entity which is owned and controlled by PURCHASER (or its principals). In connection with any permitted assignment, PURCHASER shall provide SELLER with the name of the assignee and the executed assignment and assumption agreement not less than ten (10) calendar days prior to the Closing Date. A permitted assignment shall not release PURCHASER from liability under this Agreement.

29. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be and shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures thereon shall be considered for all purposes as originals

30. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

31. ATTORNEYS' FEES.

If for any reason a party initiates any legal or equitable action to secure, protect or enforce its rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred by it, including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

32. COOPERATION AND STATUS UPDATES.

(a) Cooperation. SELLER shall reasonably cooperate with PURCHASER, its agents and professional advisors, in connection with the filing of applications and the obtaining of all required Government Approvals and Permits (including but not limited to demolition permits, site development permits, utility permits, landscaping, mechanical, plumbing, electrical and all necessary

permits, authorizations and approvals to commence immediate improvements for the Project) and any necessary utility access agreements, and shall sign any application reasonably made by PURCHASER that is required in order to obtain such Government Approvals and Permits and utility access agreements and shall provide PURCHASER with any information and/or documentation not otherwise reasonably available to PURCHASER (if available to SELLER) which is necessary to procure such Government Approvals and Permits and utility access agreements. Any such accommodation by SELLER shall be without prejudice to, and shall not constitute a limit on, impairment or waiver of, or otherwise affect SELLER'S rights to exercise its discretion in connection with its governmental or quasi-governmental functions.

(b) Status Updates. During the term of this Agreement, PURCHASER agrees to provide SELLER with updates as to the status of the Project on at least a quarter-annual basis.

33. ESCROW.

Any Escrow Agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse the same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the PURCHASER. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of Broward County, Florida, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between PURCHASER and SELLER wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court cost in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis delivery to PURCHASER or SELLER of monies subject to this escrow, unless such mis delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. PURCHASER acknowledges that Escrow Agent has been retained as counsel for the SELLER in this matter and other matters and agrees that Escrow Agent may continue to represent SELLER in this matter and any and all present and future matters including any dispute resulting in litigation arising from the obligations set forth in this Agreement.

34. TIME OF THE ESSENCE; FORCE MAJEURE.

(a) Time is of the essence with respect to each provision of this Agreement. Provided however, if the date for performance is on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day.

(b) Notwithstanding the foregoing provisions, the commencement dates provided above and all other times for the commencement or completion of all performances required in this Agreement by the PURCHASER shall be extended on a day for day basis for Force Majeure events, as agreed upon by PURCHASER and SELLER. By the tenth (10) business day of each of month, PURCHASER shall deliver or cause to be delivered to SELLER a list of the days during each proceeding month as to which PURCHASER believes the Force Majeure provisions that apply and the reasons therefor. SELLER shall, within ten (10) business days after receipt of any such list,

provide notice to PURCHASER as to whether SELLER disputes that any of the days set forth on that list would give rise to an extension of time for PURCHASER's performance based on Force Majeure. Any days claimed to be subject to the foregoing Force Majeure provision by PURCHASER which are not so disputed by SELLER within said time period shall be deemed approved by SELLER.

(c) If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, extreme weather, a named storm, hurricane, strikes, lockouts, labor trouble, inability to procure material, failure of power, restrictive governmental ordinances, orders, policies, directives, decrees, laws, regulations or any other form of governmental controlling guidance, riots, insurrections, war, or other reason of like nature not within the control of and not the fault of the party delayed in performance work or doing acts required under this Agreement (collectively, "Force Majeure events" or "Force Majeure"), then, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not apply to a new or ongoing pandemic, except if said pandemic results in the closure of City government operations that quantitatively or qualitatively affects the Governmental Approval process. In addition to the foregoing, the PURCHASER shall only be permitted to invoke the tolling and extension of permits and other authorizations granted under Section 252.363, Florida Statutes, to extend the deadlines under this Agreement for declarations of a state of emergency for natural emergencies declared for Broward County which directly and materially adversely affect the ability of the PURCHASER to meet the schedule as set forth in this Agreement.

(d) Notwithstanding anything to the contrary herein, any time deadline for PURCHASER to apply for or receive any Government Approvals or Permits shall be extended for any appeal period applicable to the issuance of such approval or permit and, if an appeal is taken, then such deadline shall further be extended for so long as it shall take to resolve the appeal.

(e) Notwithstanding anything to the contrary herein, the Development Review Application Date and the dates indicated in Section 9 and in Section 19(a) may be extended for up to sixty (60) calendar days each provided: (i) PURCHASER is not in material default of this Agreement beyond any applicable notice and grace period and (ii) PURCHASER gives SELLER written notice of an extension of time at least fifteen (15) calendar days prior to the deadline being extended.

35. NO THIRD PARTY BENEFICIARIES.

This Agreement is an agreement between SELLER and PURCHASER only and no third parties shall be entitled to assert any rights as third party beneficiaries hereunder.

36. SURVIVAL.

Except as otherwise provided herein, the provisions of this Agreement shall not survive the Closing and shall be merged into the conveyance documents executed and delivered at Closing.

37. WAIVER OF JURY TRIAL.

The parties hereto hereby waive any right which either or both of them may have to receive a trial by jury on any claims, defenses or controversies arising out of, directly or indirectly, this Agreement and the transaction described herein.

38. CLOSING AGENT ESCROW AGREEMENT.

The Title Company, as closing agent for the Closing, may require that the parties execute and deliver an escrow agreement and/or the parties may provide to the Title Company separate written escrow instruction letters with respect to the Closing. In the event that the Title Company requires that the parties execute an escrow agreement with the Title Company, each party shall cooperate with the Title Company to execute and deliver an escrow agreement for the Closing which is reasonably acceptable to the Title Company, SELLER and PURCHASER.

Signatures on Next Page

The parties have executed this Purchase and Sale Agreement as of the dates indicated below:

SELLER:

CITY OF OAKLAND PARK

By: _____
Title: Mayor

Date: 8/3, 2022.

O-2022-021

CITY OF OAKLAND PARK INCORPORATED 1929 FLORIDA

PURCHASER:

HORIZON OAKLAND PARK, LLC

By: _____
Arthur Falcone, Manager

Date: 7/11, 2022

By: _____
Michael Kaufman, Manager

Date: _____, 2022

ESCROW AGENT:
GOREN, CHEROF, DOODY & EZROL, P.A.

By: _____
Donald J. Doody, Secretary

Date: 8/3, 2022

The parties have executed this Purchase and Sale Agreement as of the dates indicated below:

SELLER:

CITY OF OAKLAND PARK

By: _____
Title: Mayor

Date: 8/3, 2022

O-2022-021

CITY OF OAKLAND PARK INCORPORATED 1929 FLORIDA

PURCHASER:

HORIZON OAKLAND PARK, LLC

By: _____
Arthur Falcone, Manager

Date: _____, 2022

By: _____
Michael Kaufman, Manager

Date: 7/8, 2022

ESCROW AGENT:
GOREN, CHEROF, DOODY & EZROL, P.A.

By: _____
For Donald J. Doody, Secretary

Date: 8/3, 2022

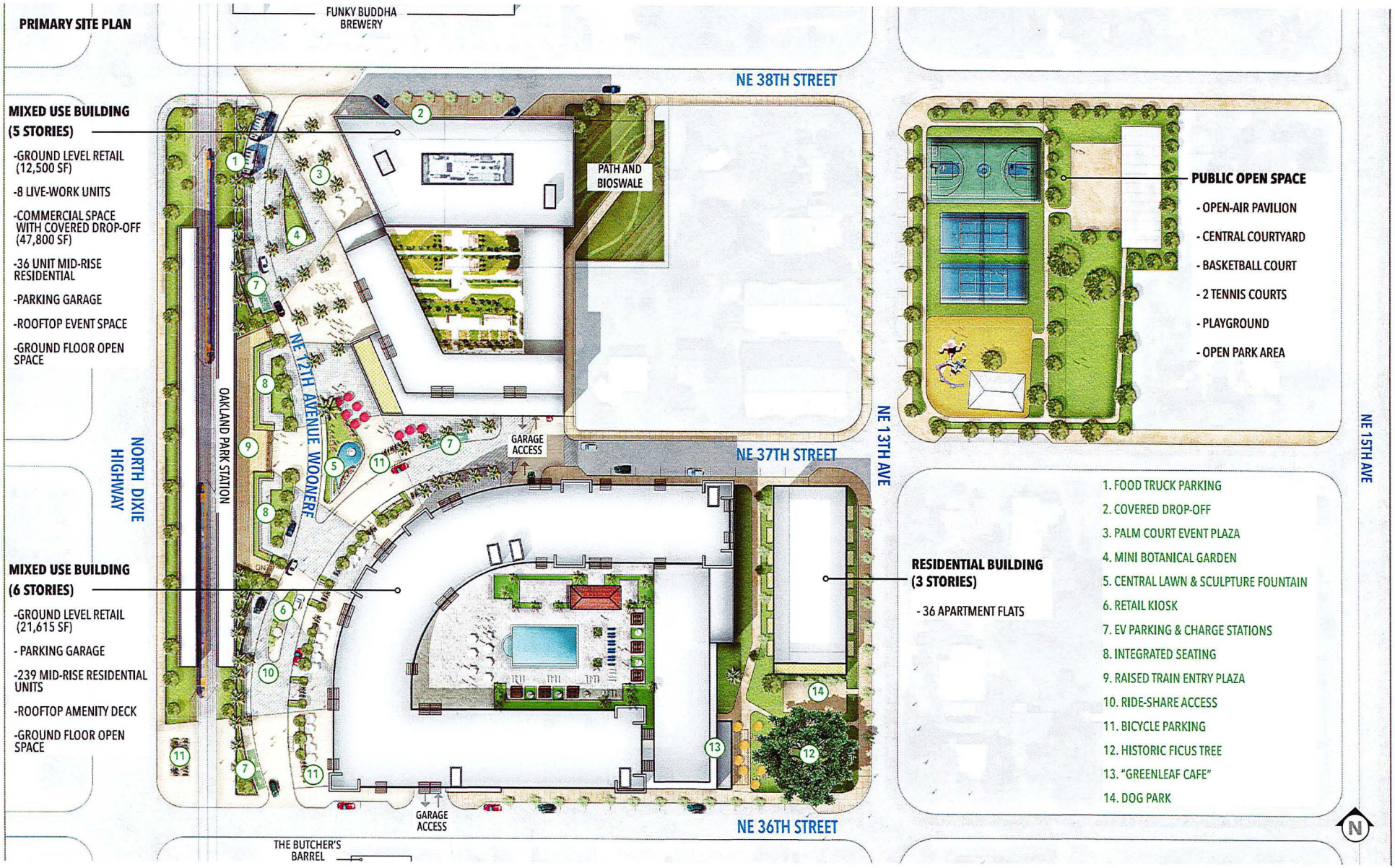
EXHIBIT A

Primary Site Plan

Alternate Site Plan A-1

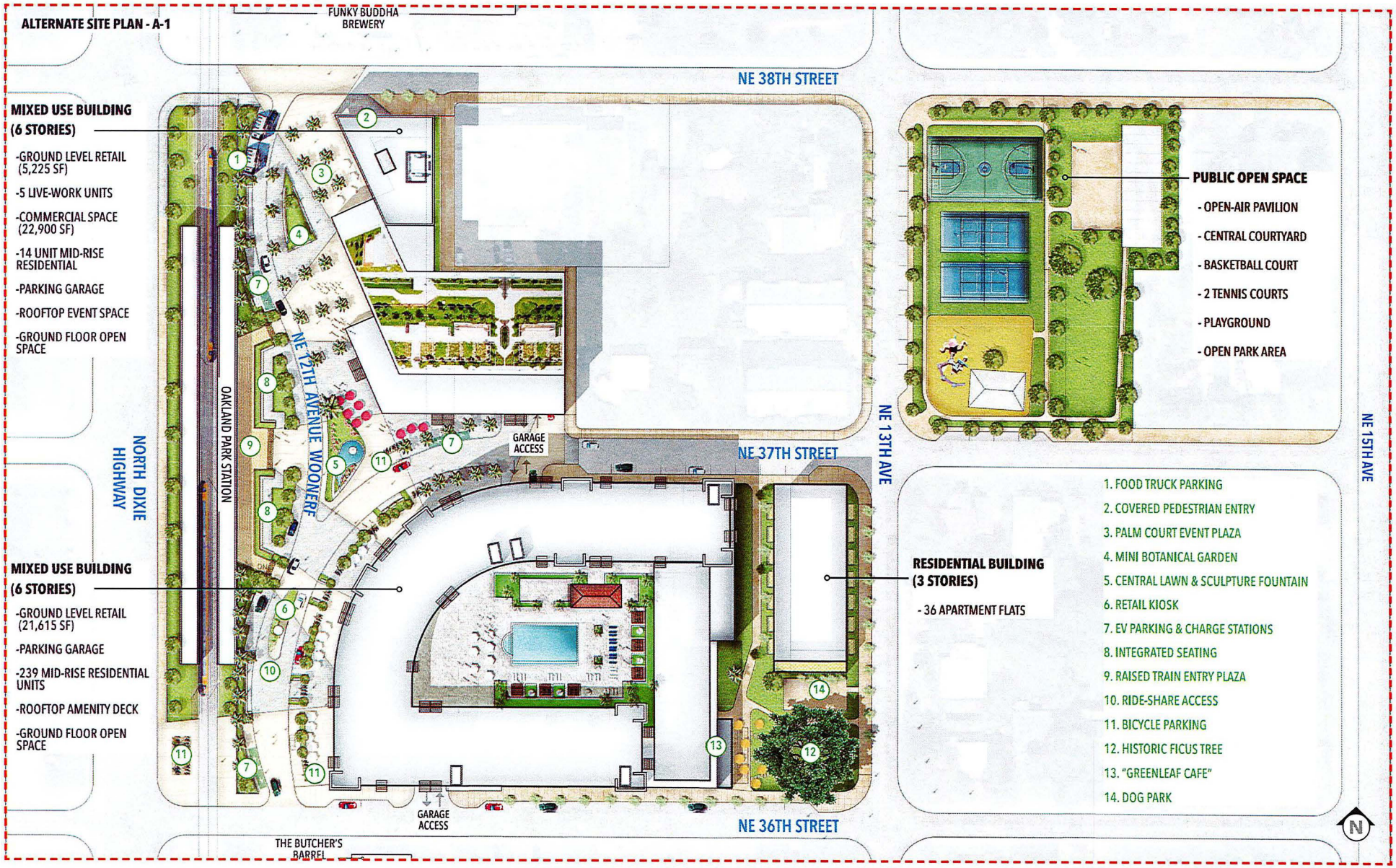
Alternate Site Plan A-2

INSERT ATTACHED PDF WHEN SIGNED



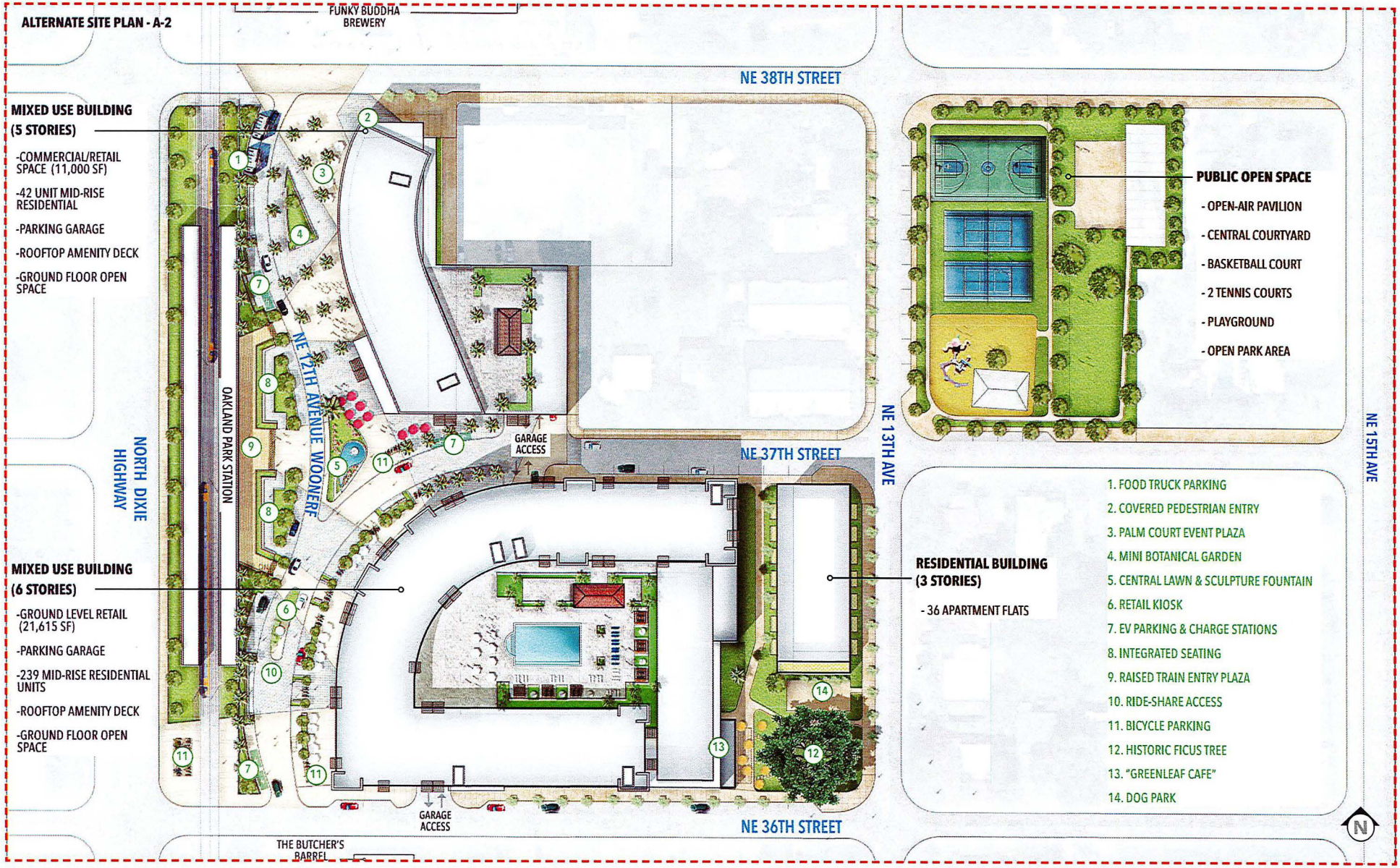
RFP-011322, Downtown Properties Redevelopment Project | Phase Two - Development Proposals
KAUFMAN LYNN | FALCONE GROUP

ILLUSTRATIVE SITE PLAN



RFP-011322, Downtown Properties Redevelopment Project | Phase Two - Development Proposals
KAUFMAN LYNN | FALCONE GROUP

ILLUSTRATIVE SITE PLAN



RFP-011322, Downtown Properties Redevelopment Project | Phase Two - Development Proposals
KAUFMAN LYNN | FALCONE GROUP

ILLUSTRATIVE SITE PLAN

EXHIBIT B

LEGAL DESCRIPTION

LOT 29, BLOCK 10, FIRST ADDITION, OAKLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 1, 2 AND 3, LESS THE NORTH 5 FEET FOR ROAD, THE WEST 1 2 OF LOT 15, ALL OF LOTS 16, 17 AND 18, BLOCK 11, OF FIRST ADDITION, OAKLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 1 , 2, 3, 4, AND 5, BLOCK 10, OAKLAND PARK, FIRST ADDITION , ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 6 AND 7, BLOCK 10, OAKLAND PARK, FIRST ADDITION , ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 8, 9, 10 AND 11, LESS ROAD, BLOCK 10, OAKLAND PARK, FIRST ADDITION , ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AND
LOTS 27 AND 28, BLOCK 10, FIRST ADDITION, OAKLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Civic Center - ALL OF OAKLAND PARK CIVIC CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 1 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT C

LEGAL DESCRIPTION OF PARCELS A & B

PARCEL A

Parcel 49-42-23-03-1020
Lots 12, 13, and 14 Block 10, of Oakland Park First Addition, according to the Plat thereof, recorded in Plat Book 2, Page 38, of the Public Records of Broward County, Florida.
Refer to deed (OR Book 30563/Page 1471)

Parcel 49-42-23-03-1030
Lot 15, less the North 5 feet thereof, in block 10, of Oakland Park First Addition, according to the Plat thereof, recorded in Plat Book 2, Page 38, of the Public Records of Broward County, Florida.
Refer to deed (OR Book 30563/Page 1474)

Parcel 49-42-23-03-1040
Lot 16 and the west ½ of Lots 17, excepting there from the northerly 5 feet of said lots 16 and 17, Block 10, Oakland Park First Addition, as recorded in Plat Book 2, Page 38 of the Public Records of Broward County, Florida.
Refer to deed (OR Book 32090/Page 0993)

PARCEL B

Parcel 49-42-23-03-1170
Lots 4, 5, and 6 (Less the North 5 feet of each said lot), Block 11, of First Addition Oakland Park, according to the Plat thereof, recorded in Plat Book 2, Page 38, of the Public Records of Broward County, Florida.
Refer to deed (OR Book 46763/Page 1858)

Parcel 49-42-23-03-1230
Lot 14 together with the East One -Hal (E ½) of Lot 15, Block 11, First Addition Oakland Park, according to the Plat thereof, as recorded in Plat Book 2, Page 38 of the Public Records of Broward County, Florida.
Refer to deed (OR Book 48152/ Page 1885)

CERTIFICATION OF OWNERSHIP
OF
HORIZON OAKLAND PARK, LLC

Falcone Group, LLC and Kaufman Lynn Construction Company, Inc. (collectively, the "Joint Venturers") hereby represent and certify to the City of Oakland Park that (i) Horizon Oakland Park, LLC (the "Company") is a Florida limited liability company, (ii) the Joint Venturers collectively own, directly or indirectly through subsidiary entities which are directly or beneficially owned and controlled by either Falcone Group, LLC or Kaufman Lynn Construction Company, Inc., a majority of the membership interests of the Company, and (iii) the Joint Venturers control the Company.

This Certification of Ownership is being executed and delivered in connection with the execution and delivery of that certain Purchase and Sale Agreement by and between the Company and the City of Oakland Park.

This Certification of Ownership is executed and delivered as of July 11th, 2022.

Falcone Group, LLC

By:_____
Arthur J. Falcone

Kaufman Lynn Construction, Inc.

By:_____
Michael Kaufman

CERTIFICATION OF OWNERSHIP
OF
HORIZON OAKLAND PARK, LLC

Falcone Group, LLC and Kaufman Lynn Construction Company, Inc. (collectively, the "Joint Venturers") hereby represent and certify to the City of Oakland Park that (i) Horizon Oakland Park, LLC (the "Company") is a Florida limited liability company, (ii) the Joint Venturers collectively own, directly or indirectly through subsidiary entities which are directly or beneficially owned and controlled by either Falcone Group, LLC or Kaufman Lynn Construction Company, Inc., a majority of the membership interests of the Company, and (iii) the Joint Venturers control the Company.

This Certification of Ownership is being executed and delivered in connection with the execution and delivery of that certain Purchase and Sale Agreement by and between the Company and the City of Oakland Park.

This Certification of Ownership is executed and delivered as of July 11th, 2022.

Falcone Group, LLC

By:_____
Arthur J. Falcone

Kaufman Lynn Construction, Inc.

By:_____
Michael Kaufman

RESOLUTION NO. R-2022-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the First Amendment to Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the First Amendment to Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The First Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 30th day of November 2022.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	YES
M. SPARKS	ABSENT
T. LONERGAN	YES
S. ARNST	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

FIRST AMENDMENT
TO PURCHASE AND SALE
AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Purchase and Sale Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"); and

WHEREAS, the Purchaser has requested an extension the Inspection Period under the Original Agreement for additional time to evaluate certain title objections raised pursuant to the Title Commitment dated August 11, 2022 for the Property; and

WHEREAS, the Seller has agreed to the extension requested by the Purchaser; and

NOW THEREFORE, Seller and Purchaser agree as follows:

1. The Whereas clauses are hereby ratified and confirmed.
2. The Inspection Period as defined under Section 1.23 of the Original Agreement is hereby extended up to and including December 20, 2022, after which date the Inspection Period shall expire.
3. All other terms and provisions of the Original Agreement not otherwise modified by this First Amendment are hereby ratified and confirmed, and shall remain in full force and effect.
4. In the event of any inconsistencies between this First Amendment and the Original Agreement, the provisions contained in this First Amendment shall prevail. In any other respects, the Original Agreement remains unchanged. All capitalized terms used but not defined herein shall have the meaning assigned in the Original Agreement.

SELLER:
City of Oakland Park

By: Aisha Gordon
Title: Mayor

Signed on November 30, 2022

PURCHASER:
Horizon Oakland Park, LLC, a Florida Limited liability company

By: Arthur Falcone
Title: Manager

Signed on November 29th, 2022

RESOLUTION NO. R-2022-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Second Amendment to Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Second Amendment to Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Second Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 14th day of December 2022.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	YES
M. SPARKS	YES
T. LONERGAN	YES
S. ARNST	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

SECOND AMENDMENT
TO PURCHASE AND SALE
AGREEMENT

WHEREAS, the **City of Oakland Park, a Florida municipal corporation** (the "Seller") and **Horizon Oakland Park, LLC, a Florida limited liability company** ("Purchaser") entered into that certain Purchase and Sale Agreement dated August 3, 2022 (the "Original Agreement") concerning 4.072 acres of real property located in Oakland Park, Broward County, Florida and further described in the Original Agreement (the "Property"); and

WHEREAS, the Seller and Purchaser entered into that certain First Amendment to the Original Agreement dated November 30, 2022 in order to extend the Inspection Period up to and including December 20, 2022 ("First Amendment"); and

WHEREAS, the Purchaser and Seller mutually agree that additional time is warranted to allow for an examination of outstanding issues related to the status of title; and

WHEREAS, the Seller and Purchaser have agreed to the extensions, provided herein; and

NOW THEREFORE, Seller and Purchaser agree as follows:

1. The Whereas clauses are hereby ratified and confirmed.
2. The Inspection Period as defined under Section 1.23 of the Original Agreement, as amended is hereby extended up to and including February 18, 2023, after which date the Inspection Period shall expire.
3. The Seller's title cure period under Section 11.1(b) including the Cure Notice under Section 11.1(c) of the Original Agreement are hereby extended up to and including February 18, 2023.
4. All other terms and provisions of the First Amendment and Original Agreement not otherwise modified by this Second Amendment are hereby ratified and confirmed, and shall remain in full force and effect.
5. In the event of any inconsistencies between this Second Amendment, the First Amendment, and the Original Agreement, the provisions contained in this Second Amendment shall prevail. In any other respects, the Original Agreement and First Amendment remain unchanged. All capitalized terms used but not defined herein shall have the meaning assigned in the Original Agreement.

SELLER:
City of Oakland Park

By: Aisha Gordon
Title: Mayor

Signed on December 14, 2022

PURCHASER:
Horizon Oakland Park, LLC, a Florida Limited liability company

By: Arthur Falcone
Title: Manager

Signed on December 7th, 2022

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is made as of the 15th day of February, 2023, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

WHEREAS:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 and by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 (as amended or modified, the "Agreement") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Agreement. All initial capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided herein.

3. Inspection Period. The Inspection Period is hereby extended, and shall now expire on April 19, 2023. For the avoidance of doubt, Seller's title cure period (which shall include the provision of the Cure Notice), pursuant to Section 11.1(b) of the Agreement, is hereby extended and shall now expire on April 19, 2023.

4. **Section 1.16 – Delete in its entirety and replaced:**

Section 1.16 **Development Review Application Date**. The deadline for Purchaser to submit to the Development Review Application to Seller and to apply for any necessary Permits needed to obtain Governmental Approvals, as defined in Section 1.22 of the Agreement, (sometimes referred to in the Agreement as the Development Review Application Date), shall occur two hundred seventy (270) calendar days from the Effective Date and shall now occur on May 1, 2023. For the avoidance of doubt, the foregoing extension shall not, in any way restrict or limit the ability of Purchaser to further extend the Development Review Application Date pursuant to Section 34(e) of the Agreement.

5. Site Plan Approval Period. The Site Plan Approval Period is hereby extended sixty (60)

R-2023-033

days and shall now expire on October 31, 2023. For the avoidance of doubt, the foregoing extension shall not, in any way restrict or limit the ability of Purchaser to further extend the Site Plan Approval Period pursuant to Section 4(c) of the Agreement.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Amendment shall be deemed to have the same force and effect as original hard copies of the same.

7. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Aisha Gordon
Title: Mayor

Attest: _____
City Clerk
R-2023-033

Approved as to form and legal sufficiency:

By: _____
Name: DJ Doody
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC, a Florida limited liability company

By: _____
Name: Arthur J. Falcone
Title: Manager

[Signature Page to Third Amendment to Purchase and Sale Agreement]

RESOLUTION NO. R-2023-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FOURTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Fourth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Fourth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Fourth Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 15th day of March 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	YES
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is made as of the 15 day of March, 2023, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022, by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 (as amended or modified, the "Agreement") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Agreement. All initial capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided herein.

3. Inspection Period. The Inspection Period is hereby extended, and shall now expire on May 19, 2023. For the avoidance of doubt, Seller's title cure period (which shall include the provision of the Cure Notice), pursuant to Section 11.1(b) of the Agreement, is hereby extended and shall now expire on May 19, 2023.

4. **Section 1.16 – Delete in its entirety and replaced:**

Section 1.16 **Development Review Application Date**. The deadline for Purchaser to submit to the Development Review Application to Seller and to apply for any necessary Permits needed to obtain Governmental Approvals, as defined in Section 1.22 of the Agreement, (sometimes referred to in the Agreement as the Development Review Application Date), shall occur three hundred and two (302) calendar days from the Effective Date and shall now occur on June 1, 2023. For the avoidance of doubt, the foregoing extension shall not, in any way restrict or limit the ability of Purchaser to further extend the Development Review Application Date pursuant to Section 34(e) of the Agreement.

5. Parcel Acquisition Declaration. The first sentence of Section 4(b) of the Agreement is deleted in its entirety and replaced with the following: "PURCHASER agrees that by June 1, 2023, the PURCHASER shall provide the City with a formal Parcel Acquisition Declaration in accordance with the Development Agreement." Section 10.1(c) is deleted in its entirety and replaced with the following: "(c) By June 1, 2023, PURCHASER shall provide a formal Parcel Acquisition Declaration (the "Parcel Acquisition Declaration") of its intention (i) to acquire Parcels A and B and (ii) whether it will submit the Primary Site Plan, Alternate Site Plan A-1 or Alternate Site Plan A-2."

6. This Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Amendment shall be deemed to have the same force and effect as original hard copies of the same.

7. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Aisha Gordon
Title: Mayor

Attest: _____
City Clerk

R. 2023.048

Approved as to form and legal sufficiency:

By: _____
Name: DJ Doody
Title: City Atty

PURCHASER

HORIZON OAKLAND PARK, LLC, a Florida limited liability company

By: _____
Name: Arthur J. Falcone
Title: Manager

[Signature Page to Fourth Amendment to Purchase and Sale Agreement]

FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Fifth Amendment") is made as of the 19th day of April, 2023, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

WHEREAS:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Fifth Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Fifth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Fifth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 1.1 of the Original Agreement, as amended and all references to the Alternate Site Plan A-1 and A-2 are hereby deleted from the Original Agreement, as amended.

4. Sections 1.28(a)(b)(c) and (h) of the Original Agreement, as amended are hereby deleted in entirety and replaced as follows:

(a) North Building Component: 6 Story Mixed Use building with 12,500 Gross Square Feet of Ground Level Retail, 105 Mid Rise Residential Units, a Rooftop Terrace, and at grade parking lot to support the project in tandem with other parking facilities (collectively the "**North Building Component**", any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

(b) South Building Component: 6 Story Mixed Use Building with 10,500 Gross Square Feet of Ground Floor Retail, a parking garage with the required parking spaces to support the project in tandem with other parking facilities of the project and Residential Liner, 176 Mid Rise Residential Units, and an amenity deck (collectively the "**South Building Component**") any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

(c) The Residential Building Component: 3 Story Residential Building with Twenty-nine (29) apartment units, and a Green Roof Terrace. any variance in said components greater than ten percent (10%) shall require the approval of the City Commission, which approval shall not be unreasonably withheld.

(h) The Public Parking Component: 195 public parking spaces shall be designated free to the public of which approximately 148 shall be within the parking structure located in the South Building, and 47 spaces which shall be surface parking spaces (collectively the "**Public Parking Component**"). The 195 public parking spaces shall not be subject to any reduction.

5. Section 4(b) of the Original Agreement, as amended is hereby deleted in its entirety and replaced as follows:

Prior to June 1, 2023, Purchaser, at Purchaser's expense, (i) shall submit to the Seller the Development Review Application and (ii) shall apply, when appropriate, for the Permits. The parties each agree that they will act promptly throughout the approval process and cooperate with each other in an effort to obtain the Government Approvals and the Permits in as short a time period as is possible within the applicable laws that define the approval process. With respect to such Governmental Approvals and the Permits, Purchaser shall not be deemed to have obtained or received such Government Approvals until all appeal periods shall have passed without any appeal having been taken or, if any such appeal shall have been taken, such appeal(s) shall have been finally and conclusively resolved in favor of Purchaser.

6. Section 10.1(c) of the Original Agreement, as amended is hereby deleted in its entirety and replaced as follows:

PURCHASER shall provide ninety (90) days prior to Closing a formal Parcel Acquisition Declaration ("Parcel Acquisition Declaration") of its intention to acquire Parcel B.

7. Exhibit "A" of the Original Agreement, as amended is hereby deleted in its entirety and replaced as provided in Exhibit "A", attached to this Fifth Amendment.

8. This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of

this Fifth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

9. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Fifth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Aisha Gordon
Title: Mayor

Attest:
_____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: DJ Doody
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC, a Florida limited liability company

By: _____
Name: Arthur J. Falcone
Title: Manager

EXHIBIT "A"
REVISED PRIMARY SITE PLAN

SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Sixth Amendment") is made as of the 3 day of May, 2023, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to the Purchase and Sale Agreement dated April 19, 2023 (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Sixth Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. Inspection Period. The Inspection Period is hereby extended, and shall now expire on June 22, 2023. For the avoidance of doubt, Seller's title cure period (which shall include the provision of the Cure Notice), pursuant to Section 11.1(b) of the Agreement, is hereby extended and shall now expire on June 22, 2023.

3. Section 1.16 – Delete in its entirety and replaced:

Section 1.16 Development Review Application Date. The deadline for Purchaser to submit the Development Review Application to Seller and to apply for any necessary Permits needed to obtain Governmental Approvals, as defined in Section 1.22 of the Agreement, (sometimes referred to in the Agreement as the Development Review Application Date), shall now occur on or before June 28, 2023. For the avoidance of doubt, the foregoing extension shall not, in any way restrict or limit the ability of Purchaser to further extend the Development Review Application Date pursuant to Section 34(e) of the Original Agreement, as amended.

4. The Site Plan Approval Period shall mean, with respect to the Project the period which is on or before December 28, 2023. For the avoidance of doubt, the foregoing extension shall not, in any

way restrict or limit the ability of Purchaser to further extend the Site Plan Approval Period pursuant to Section 4(c) of the Original Agreement, as amended.

5. This Sixth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Sixth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

6. This Sixth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Sixth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

7. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Sixth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the dates set forth above.

SELLER:

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Aisha Gordon
Title: Mayor

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: DJ Doody
Title: City Attorney

{00562745.1 1869-9701700 }

PURCHASER:

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____
Name: Arthur J. Falcone
Title: Manager

RESOLUTION NO. R-2023-096

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SEVENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Seventh Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Seventh Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Seventh Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 21st day of June 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	ABSENT
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Seventh Amendment") is made as of the 21 day of June, 2023, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

WHEREAS:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Seventh Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Seventh Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Seventh Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 1.16 – Delete in its entirety and replaced:

   Section 1.16 Development Review Application Date. The deadline for Purchaser to submit the Development Review Application to Seller and to apply for any necessary Permits needed to obtain Governmental Approvals, as defined in Section 1.22 of the Agreement, (sometimes referred to in the Agreement as the Development Review Application Date), shall now occur on or before July 31, 2023. For the avoidance of doubt, the foregoing extension shall not, in any way restrict or limit the ability of Purchaser to further extend the Development Review Application Date pursuant to Section 34(e) of the Original Agreement, as amended.

4. The Site Plan Approval Period shall mean, with respect to the Project the period which is on or before January 31, 2024. For the avoidance of doubt, the foregoing extension shall not, in any way restrict or limit the ability of Purchaser to further extend the Site Plan Approval Period pursuant to Section 4(c) of the Original Agreement, as amended.

5. Section 2(d) of the Original Agreement, as amended, is hereby created as follows:

   The Purchaser and Seller recognize that the additional mitigation fee imposed on projects in the Local Activity Center by the Broward County School Board ("School Board") is a significant barrier to development of new residential projects. Both the Purchaser and Seller agree to work cooperatively to address the issue. Should the School Board levy the student station per dwelling unit costs on the Project, the Purchaser shall be entitled to a dollar-for-dollar reduction in the Purchase Price for the Property (as defined in Section 2(a)) equal to the cost of the student station per dwelling unit costs not to exceed Two Million and 00/1000 Dollars ($2,000,000.00). Both the Seller and Purchaser agree that the dollar-for-dollar reduction shall not apply to the standard student impact fees but shall be calculated based solely on the additional student station per dwelling unit cost, above the standard student impact fee, imposed under the Tri-Party agreement recorded on October 31st, 2005 between the Seller, School Board, and Broward County. Should the additional student station per dwelling unit fees be refunded to the Purchaser by the School Board, as a reimbursement or credit from the County/School Board for such previously reimbursed, or a portion thereof, such fees shall be paid to the City within thirty (30) days of receipt. In the event any reimbursement or any credit is received by the Purchaser from the School Board, the Purchaser shall not be entitled to receive a certificate of occupancy for the Property until such time as the reimbursement or credit has been paid in full to the Seller. This provision shall survive Closing.

6. Section 21.2(f) of the Original Agreement, as amended, is hereby created as follows:

   The Seller shall execute an Affidavit in a form acceptable to the Purchaser and Seller stating that the Use Restrictions in Covenant to Run with the Land recorded in Official Records Book 5716 at Page 349 of the Public Records of Broward County have been repealed.

7. Section 21.2(g) of the Original Agreement, as amended, is hereby created as follows:

   Subsequent to the approval of the Seventh Amendment to the Purchase and Sale Agreement, the City will initiate the vacation of the alley. Seller shall provide evidence that portion of that certain alleyway lying adjacent to Lots 1 through 6 and Lot 29, Block 10, First Addition, Oakland Park, according to the plat thereof, as recorded in Plat Book 2, Page 38, of the Public Records of Broward County, Florida, said portion being more particularly described in Exhibit "D" Legal Description and Survey of Alley, has been vacated, and Seller shall have caused the evidence of such alley vacation to be recorded in the Public Records of Broward County, Florida (the "Alley Vacation"). If Seller does not cause the Alley Vacation to have occurred and approved by the City and Broward County

no later than 120 days from Buyer's filing of the Development Review Application, both the Seller and Purchaser agree to renegotiate the terms of this contract as pertaining to the existence of the alley.

8. Exhibit "D" Legal Description and Survey of Alley is hereby added.

9. This Seventh Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Seventh Amendment shall be deemed to have the same force and effect as original hard copies of the same.

10. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Seventh Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: AISHA GORDON
Title: Mayor
Date: 6.21.23

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: for DJ Doody
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____
Name: Arthur J. Falcone
Title: Manager
Date: 6/12/2023

EXHIBIT "D"
LEGAL DESCRIPTION AND SURVEY OF ALLEY

LEGAL DESCRIPTION;

A PORTION OF THAT CERTAIN ALLEY LYING ADJACENT TO LOTS 1 THROUGH 6 AND LOT 29, BLOCK 10, FIRST ADDITION, OAKLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE, ALONG THE EAST LINE OF SAID LOTS 1 THROUGH 6, NORTH 01°52'33" WEST, 145.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 29; THENCE, ALONG SAID WESTERLY EXTENSION, NORTH 88°06'56" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 29; THENCE, ALONG THE WEST LINE OF SAID LOT 29, SOUTH 01°52'33" EAST, 145.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 29; THENCE, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 29, SOUTH 88°06'56" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING IN THE CITY OF OAKLAND PARK, BROWARD COUNTY FLORIDA AND CONTAINING 3,625 SQUARE FEET (0.083 ACRE) MORE OR LESS.

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR,
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE DIGITAL SIGNATURE OR SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°06'56" WEST ALONG THE SOUTH LINE OF BLOCK 10, FIRST ADDITION OAKLAND PARKK, AS RECORDED IN PLAT BOOK 2, ON PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=40' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 3, 2023 MEETS THE STANDARD OF PRACTICE, AS PER RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA
FOR THE FIRM



Digitally signed by Michael M Mossey
Date: 2023.05.03 16:36:02 -04'00'

SKETCH & DESCRIPTION
ALLEY VACATION
A PORTION OF FIRST ADDITION OAKLAND PARK, PLAT BOOK 2, PAGE 38, BROWARD COUNTY PUBLIC RECORDS
CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA

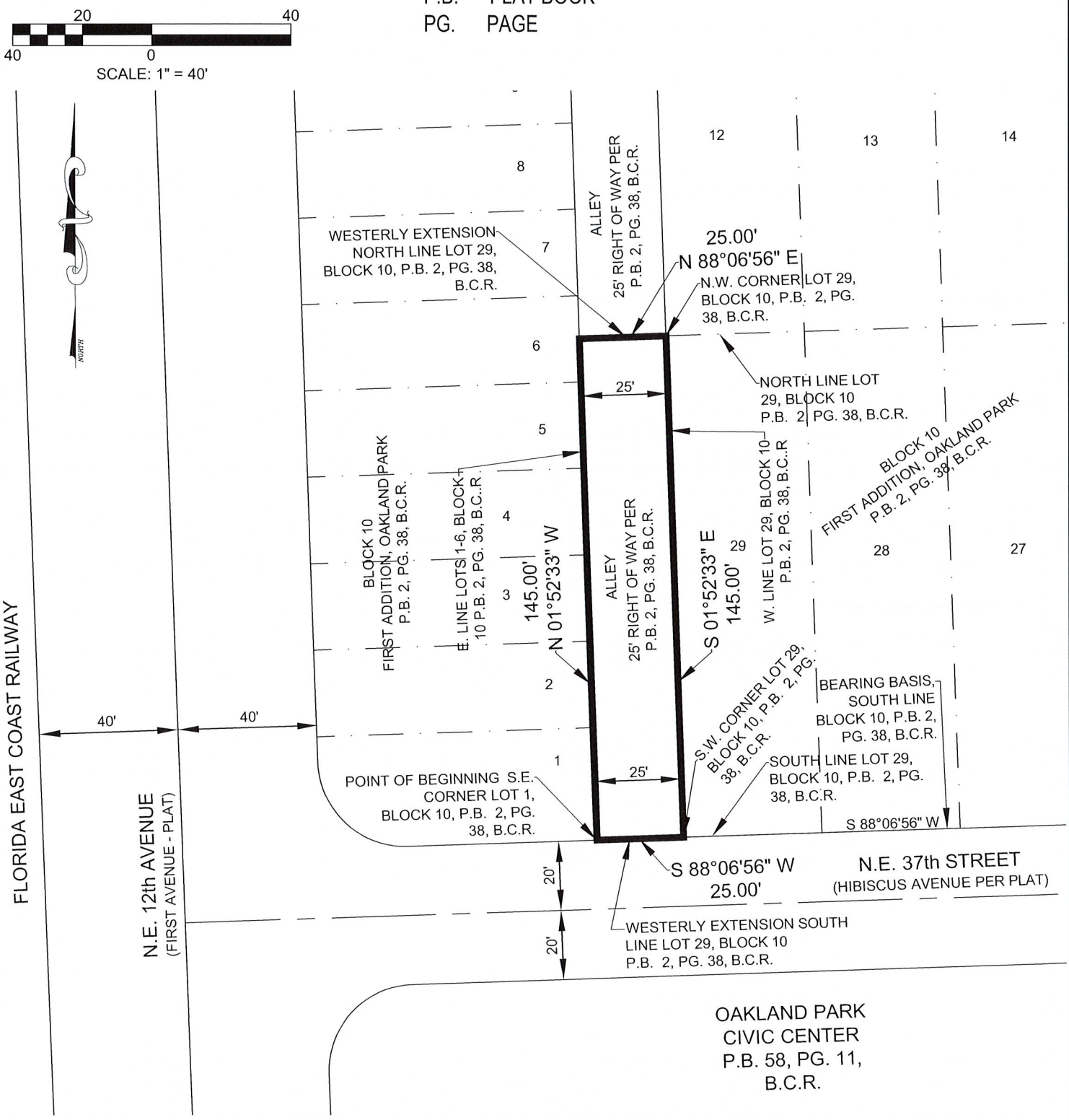
KEITH
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 13206.00-ALLEY VACATION S&D.DWG

DATE 05/03/23
SCALE N/A
FIELD BK. N/A
DWNG. BY MMM
CHK. BY MMM

DATE	REVISIONS

LEGEND:
B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE



SKETCH & DESCRIPTION

ALLEY VACATION

A PORTION OF FIRST ADDITION OAKLAND PARK, PLAT BOOK 2, PAGE 38, BROWARD COUNTY PUBLIC RECORDS

CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA

KEITH
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 13206.00-ALLEY VACATION S&D.DWG

DATE 05/03/23
SCALE 1" = 40'
FIELD BK. N/A
DWNG. BY MMM
CHK. BY MMM

DATE	REVISIONS

RESOLUTION NO. R-2023-096

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SEVENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Seventh Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Seventh Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Seventh Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 21st day of June 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	ABSENT
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Seventh Amendment") is made as of the 21 day of June, 2023, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

WHEREAS:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Seventh Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Seventh Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Seventh Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 1.16 – Delete in its entirety and replaced:

   Section 1.16 Development Review Application Date. The deadline for Purchaser to submit the Development Review Application to Seller and to apply for any necessary Permits needed to obtain Governmental Approvals, as defined in Section 1.22 of the Agreement, (sometimes referred to in the Agreement as the Development Review Application Date), shall now occur on or before July 31, 2023. For the avoidance of doubt, the foregoing extension shall not, in any way restrict or limit the ability of Purchaser to further extend the Development Review Application Date pursuant to Section 34(e) of the Original Agreement, as amended.

4. The Site Plan Approval Period shall mean, with respect to the Project the period which is on or before January 31, 2024. For the avoidance of doubt, the foregoing extension shall not, in any way restrict or limit the ability of Purchaser to further extend the Site Plan Approval Period pursuant to Section 4(c) of the Original Agreement, as amended.

5. Section 2(d) of the Original Agreement, as amended, is hereby created as follows:

   The Purchaser and Seller recognize that the additional mitigation fee imposed on projects in the Local Activity Center by the Broward County School Board ("School Board") is a significant barrier to development of new residential projects. Both the Purchaser and Seller agree to work cooperatively to address the issue. Should the School Board levy the student station per dwelling unit costs on the Project, the Purchaser shall be entitled to a dollar-for-dollar reduction in the Purchase Price for the Property (as defined in Section 2(a)) equal to the cost of the student station per dwelling unit costs not to exceed Two Million and 00/1000 Dollars ($2,000,000.00). Both the Seller and Purchaser agree that the dollar-for-dollar reduction shall not apply to the standard student impact fees but shall be calculated based solely on the additional student station per dwelling unit cost, above the standard student impact fee, imposed under the Tri-Party agreement recorded on October 31st, 2005 between the Seller, School Board, and Broward County. Should the additional student station per dwelling unit fees be refunded to the Purchaser by the School Board, as a reimbursement or credit from the County/School Board for such previously reimbursed, or a portion thereof, such fees shall be paid to the City within thirty (30) days of receipt. In the event any reimbursement or any credit is received by the Purchaser from the School Board, the Purchaser shall not be entitled to receive a certificate of occupancy for the Property until such time as the reimbursement or credit has been paid in full to the Seller. This provision shall survive Closing.

6. Section 21.2(f) of the Original Agreement, as amended, is hereby created as follows:

   The Seller shall execute an Affidavit in a form acceptable to the Purchaser and Seller stating that the Use Restrictions in Covenant to Run with the Land recorded in Official Records Book 5716 at Page 349 of the Public Records of Broward County have been repealed.

7. Section 21.2(g) of the Original Agreement, as amended, is hereby created as follows:

   Subsequent to the approval of the Seventh Amendment to the Purchase and Sale Agreement, the City will initiate the vacation of the alley. Seller shall provide evidence that portion of that certain alleyway lying adjacent to Lots 1 through 6 and Lot 29, Block 10, First Addition, Oakland Park, according to the plat thereof, as recorded in Plat Book 2, Page 38, of the Public Records of Broward County, Florida, said portion being more particularly described in Exhibit "D" Legal Description and Survey of Alley, has been vacated, and Seller shall have caused the evidence of such alley vacation to be recorded in the Public Records of Broward County, Florida (the "Alley Vacation"). If Seller does not cause the Alley Vacation to have occurred and approved by the City and Broward County

no later than 120 days from Buyer's filing of the Development Review Application, both the Seller and Purchaser agree to renegotiate the terms of this contract as pertaining to the existence of the alley.

8. Exhibit "D" Legal Description and Survey of Alley is hereby added.

9. This Seventh Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Seventh Amendment shall be deemed to have the same force and effect as original hard copies of the same.

10. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Seventh Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: AISHA GORDON
Title: Mayor
Date: 6.21.23

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: for DJ Doody
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____
Name: Arthur J. Falcone
Title: Manager
Date: 6/12/2023

EXHIBIT "D"
LEGAL DESCRIPTION AND SURVEY OF ALLEY

LEGAL DESCRIPTION;

A PORTION OF THAT CERTAIN ALLEY LYING ADJACENT TO LOTS 1 THROUGH 6 AND LOT 29, BLOCK 10, FIRST ADDITION, OAKLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE, ALONG THE EAST LINE OF SAID LOTS 1 THROUGH 6, NORTH 01°52'33" WEST, 145.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 29; THENCE, ALONG SAID WESTERLY EXTENSION, NORTH 88°06'56" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 29; THENCE, ALONG THE WEST LINE OF SAID LOT 29, SOUTH 01°52'33" EAST, 145.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 29; THENCE, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 29, SOUTH 88°06'56" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING IN THE CITY OF OAKLAND PARK, BROWARD COUNTY FLORIDA AND CONTAINING 3,625 SQUARE FEET (0.083 ACRE) MORE OR LESS.

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR,
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE DIGITAL SIGNATURE OR SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°06'56" WEST ALONG THE SOUTH LINE OF BLOCK 10, FIRST ADDITION OAKLAND PARKK, AS RECORDED IN PLAT BOOK 2, ON PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=40' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 3, 2023 MEETS THE STANDARD OF PRACTICE, AS PER RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA
FOR THE FIRM



Digitally signed by Michael M Mossey
Date: 2023.05.03 16:36:02 -04'00'

SKETCH & DESCRIPTION
ALLEY VACATION
A PORTION OF FIRST ADDITION OAKLAND PARK, PLAT BOOK 2, PAGE 38, BROWARD COUNTY PUBLIC RECORDS
CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA

KEITH
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

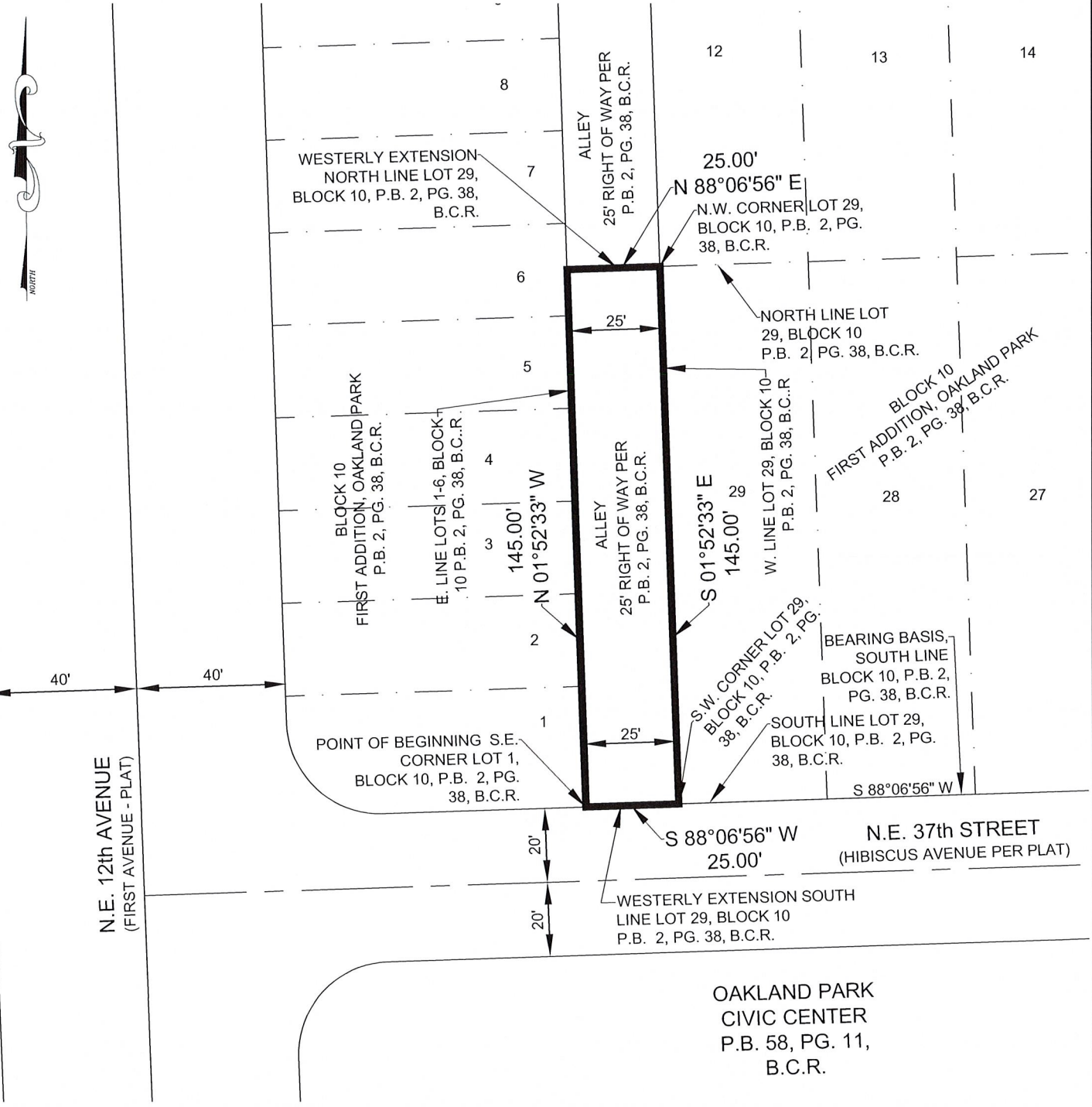
SHEET 1 OF 2
DRAWING NO. 13206.00-ALLEY VACATION S&D.DWG

DATE 05/03/23
SCALE N/A
FIELD BK. N/A
DWNG. BY MMM
CHK. BY MMM

DATE	REVISIONS

LEGEND:
B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE

20 40
40 0
SCALE: 1" = 40'



SKETCH & DESCRIPTION

ALLEY VACATION

A PORTION OF FIRST ADDITION OAKLAND PARK, PLAT BOOK 2, PAGE 38, BROWARD COUNTY PUBLIC RECORDS

CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA

KEITH
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 13206.00-ALLEY VACATION S&D.DWG

DATE 05/03/23
SCALE 1" = 40'
FIELD BK. N/A
DWNG. BY MMM
CHK. BY MMM

DATE	REVISIONS

RESOLUTION NO. R-2024-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE NINTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Ninth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Ninth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Ninth Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 18th day of September 2024.

CITY OF OAKLAND PARK, FLORIDA

MAYOR MITCH ROSENWALD

T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES
M. ROSENWALD	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

NINTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS NINTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Ninth Amendment") is made as of the 18 day of September, 2024, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Seventh Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and othergood and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Ninth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Ninth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 21.3 of the Agreement is hereby amended and restated as follows:

   21.3 JOINT CONDITIONS PRECEDENT TO CLOSING. PURCHASER AND SELLER shall have negotiated, executed and delivered to each other the following agreements in form and substance reasonably acceptable to PURCHASER AND SELLER on or before one hundred fifty (150) calendar days after PURCHASER'S

R.2024.163

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:_____
Name: Alfonso Costa Jr.

Title: Chief Operating Officer
Authorized Person)

receipt of the Governmental Approvals: (a) Long Term Maintenance and Construction Agreement; and (b) Parking Maintenance Agreement.

4. This Ninth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Ninth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

5. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Ninth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Ninth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Mitch Rosenwald
Title: Mayor

Attest:
_____
City Clerk
R.2024.163

Approved as to form and legal sufficiency:

By: _____
Name:
DJ Doody
Title:
City Attorney

RESOLUTION NO. R-2024-218

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE TENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Tenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Tenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Tenth Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 4th day of December 2024.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. ARNST	YES
A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

TENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS TENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Tenth Amendment") is made as of the 4th day of December, 2024, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Seventh Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Tenth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Tenth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 21.3 of the Agreement is hereby amended and restated as follows:

   21.3 JOINT CONDITIONS PRECEDENT TO CLOSING. PURCHASER AND SELLER shall have negotiated, executed and delivered to each other the following agreements in form and substance reasonably acceptable to PURCHASER AND

SELLER on or before February 24, 2025: (a) Long Term Maintenance and Construction Agreement; and (b) Parking Maintenance Agreement.

4. This Tenth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Tenth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

5. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Tenth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Tim Conergon
Title: Mayor

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: _____
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:_____
Name: Alfonso Costa Jr.

Title: Chief Operating Officer
Authorized Person)

RESOLUTION NO. R-2024-218

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE TENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Tenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Tenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Tenth Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 4th day of December 2024.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. ARNST	YES
A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

TENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS TENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Tenth Amendment") is made as of the 4th day of December, 2024, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Seventh Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Tenth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Tenth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 21.3 of the Agreement is hereby amended and restated as follows:

   21.3 JOINT CONDITIONS PRECEDENT TO CLOSING. PURCHASER AND SELLER shall have negotiated, executed and delivered to each other the following agreements in form and substance reasonably acceptable to PURCHASER AND

SELLER on or before February 24, 2025: (a) Long Term Maintenance and Construction Agreement; and (b) Parking Maintenance Agreement.

4. This Tenth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Tenth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

5. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Tenth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Tim Conergon
Title: Mayor

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: _____
Title: City Attorney

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:_____
Name: Alfonso Costa Jr.

Title: Chief Operating Officer
Authorized Person)

TWELFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS TWELFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Twelfth Amendment") is made as of the ____ day of _____, 2025, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") and by that certain Tenth Amendment to Purchase and Sale Agreement dated December 4, 2024 ("Tenth Amendment") and by that certain Eleventh Amendment to Purchase and Sale Agreement dated May 21, 2025 ("Eleventh Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Twelfth Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and othergood and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Twelfth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Twelfth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 2 (a) of the Amended Agreement is hereby amended and restated as follows:

(a) Purchase Price. Subject to the provisions of this Agreement, SELLER hereby agrees to sell the Property to PURCHASER, and PURCHASER hereby agrees to purchase the Property from SELLER for the total purchase price of Eight Million Four Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 Dollars ($8,456,580.00) (the "Purchase Price"), upon and subject to the terms and conditions set forth herein. subject to prorations and adjustments as set forth herein

4. This Twelfth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this TWELFTH Amendment shall be deemed to have the same force and effect as original hard copies of the same.

5. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Twelfth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Twelfth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: _____
Title: _____

Attest:

_____
City Clerk

Approved as to form and legal sufficiency:

By:

_____
Name:

_____
Title:

_____

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:_____
Name: Alfonso Costa Jr.

Title: Chief Operating Officer
(Authorized Person)

RESOLUTION NO. R-2025-220

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE THIRTEENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Thirteenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Thirteenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Thirteenth Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of November 2025.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. ARNST	YES
A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

THIRTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Thirteenth Amendment") is made as of the 5 day of November, 2025, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") and by that certain Tenth Amendment to Purchase and Sale Agreement dated December 4, 2024 ("Tenth Amendment") and by that certain Eleventh Amendment to Purchase and Sale Agreement dated May 21, 2025 ("Eleventh Amendment") and by that certain Twelfth Amendment to Purchase and Sale Agreement dated October 22, 2025 ("Twelfth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Thirteenth Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and othergood and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Thirteenth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Thirteenth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

R.2025-220

3. Section 10.2 of the Agreement is hereby amended and restated as follows:

10.2 Permits for the Project.
(d) Pursuant to the amended Critical Path, the deadline for the Seller to obtain all required permits from the City, County, or other applicable agencies shall be November 26, 2025. If all such permits have not been secured by that date, but the Seller has made all required submittals, the deadline for the Seller to obtain all permits shall be automatically extended for an additional sixty (60) calendar days.

4. Amendment to Exhibit A – Critical Path
The Critical Path is hereby amended to reflect that the deadline to secure all permits by the Seller has been extended for an additional 60 calendar days. This extension shall apply to all remaining milestones within the Critical Path, including, but not limited to, the closing of the acquisition of the Property by Purchaser from Seller as set forth in Section 10.5 of the Agreement.

5. This Thirteenth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Seventh Amendment shall be deemed to have the same force and effect as original hard copies of the same.

6. Except as specifically modified hereby, all of the provisions of the Original Agreement, as amended, which are not in conflict with the terms of this Thirteenth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Thirteenth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Tim Lonergan
Title: Mayor

Attest:
_____
City Clerk

Approved as to form and legal sufficiency:

By: _____

Name: City Attorney

Title: November 12, 2025

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____

Name: ALFONSO COSTA

Title: AUTHORIZED REPRESENTATIVE / COO

RESOLUTION NO. R-2026-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FOURTEENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Fourteenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Fourteenth Amendment to the Purchase and Sale Agreement between the City of Oakland Park and Horizon Oakland Park, LLC. The Fourteenth Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 14th day of January 2026.

CITY OF OAKLAND PARK, FLORIDA

MAYOR STEVEN R. ARNST

A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES
S. ARNST	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

FOURTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("FOURTEENTH Amendment") is made as of the 14 day of January, 2026, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") and by that certain Tenth Amendment to Purchase and Sale Agreement dated December 4, 2024 ("Tenth Amendment") and by that certain Eleventh Amendment to Purchase and Sale Agreement dated May 21, 2025 ("Eleventh Amendment") and by that certain Twelfth Amendment to Purchase and Sale Agreement dated October 22, 2025 ("Twelfth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Thirteenth Amendment to Purchase and Sale Agreement dated November 5, 2025 ("Thirteenth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("FOURTEENTH Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and othergood and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This FOURTEENTH Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this FOURTEENTH Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

R.2026.013

3. Section 10.2 of the Agreement is hereby amended and restated as follows:

10.2 Permits for the Project.
(d) Pursuant to the amended Critical Path, the deadline for the Seller to obtain all required permits from the City, County, or other applicable agencies shall be January 25, 2025. If all such permits have not been secured by that date, but the Seller has made all required submittals, the deadline for the Seller to obtain all permits shall be automatically extended for an additional thirty (30) calendar days.

4. Amendment to Exhibit A – Critical Path
The Critical Path is hereby amended to reflect that the deadline to secure all permits by the Seller has been extended for an additional 30 calendar days. This extension shall apply to all remaining milestones within the Critical Path, including, but not limited to, the closing of the acquisition of the Property by Purchaser from Seller as set forth in Section 10.5 of the Agreement.

5. This FOURTEENTH Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Fourteenth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

6. Except as specifically modified hereby, all of the provisions of the Original Agreement, and the prior thirteen amendments, which are not in conflict with the terms of this FOURTEENTH Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourteenth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: Andrew Thompson for
Name: David Hebert
Title: City Manager

Attest:
City Clerk

Approved as to form and legal sufficiency:

By: _____

Name: City Atty

Title: 1-14-26

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____

Name: ALFONSO COSTA

Title: AUTHORIZED REPRESENTATIVE

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

6/13/2024 - Extension given and Final Site Plan Approval Deadline is July 29, 2024			
5/21/2025- Extension to vacate date and subsequent Milestones executed by City.			
	ITEM		**TRACKING DATE – Dates are subject to change if extensions are applied**
DAY 1-EFFECTIVE DATE			
	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature.		8/3/2022
	Initial Deposit due and payable to the City in the amount of $450,000		8/5/2022
	Inspection Period expires: 6/22/2023		6/22/2023
	Developer deadline to file **Development Review Application** with the City: 7/31/2023		7/31/2023
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED			
	Deadline for the Developer to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals). Extended by 120 days pursuant to PSA Section 4(c)		~~1/31/2024~~ 7/29/2024

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	Government Approval Period Ends. Approval issued on June 28, 2024 and 30 day appeal period ends		7/29/2024
	Second Deposit due and payable to the City in the amount of $50,000 within 10 business days after the issuance of the Government Approvals to the Developer. Deposits in escrow are no longer refundable to the Developer, except as set forth in the Purchase and Sale Agreement.		~~2/12/2024~~ 8/12/2024
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone One:** The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.~~		~~1/31/2024~~ ~~5/30/2024~~
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENTAL APPROVAL			
	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf and Open Space Component ; (2) Construction Agreement for Greenleaf Park ~~AND Pump Station Relocation;~~ (3) Parking Agreement. Extensions granted and documents were executed		~~4/1/2024~~ 2/19/2025
~~**180 DAYS AFTER ALL GOVERNMENTAL APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Two:** City Deadline to have completed all formal procurement requirements related to the move of City Property Operations and will provide notice to Purchaser.~~	-	~~7/29/2024~~ ~~9/27/2024~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~**300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Three.** City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.~~	-	~~11/26/2024~~ ~~1/25/2025~~
365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone Four:**~~ City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking, as a covenant and as a condition precedent to the occurrence of the Closing.		~~1/30/2025~~ 11/26/2025
	City can extend the date to vacate the property by a maximum of 120 days.(Extension executed 5/21/2025)		
	Developer Deadline to obtain all Permits for construction of the Project.		~~1/30/2025~~ ~~11/26/2025~~ 2/24/2026
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS			
	Third Deposit due and payable to the City in the amount of $50,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement.		~~2/10/2025~~ the date of the vacation may be extended by the City (not to exceed 120 calendar days) pursuant to

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	The date of the City vacating the Property may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4: Extended Date:		PSA Section 10.4 12/10/2025 (Deposit Paid)
~~**90 DAYS PRIOR TO CLOSING**~~			
	~~Developer deadline to submit to the City formal Parcel Acquisition for Parcel B~~	-	~~12/31/2024~~ ~~3/1/2025~~
30 DAYS PRIOR TO CLOSING			
	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable		~~2/28/2025~~ ~~12/23/2025~~ 3/26/2026
	Developer Deadline to provide Construction Loan Commitment to the City.		~~2/28/2025~~ ~~12/23/2025~~ 3/26/2026
TRAIN STATION MILESTONE 1 Cash payment of $1.275 Million or	NEPA APPROVED		AT CLOSING
TRAIN STATION MILESTONE 2 Developer builds Train Station	ALL GOVERNMENT APPROVALS		AT CLOSING
CLOSING (60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)	The closing period shall be extended by the same number of calendar days, not to exceed 120 calendar days, should the City extend the date to vacate the property pursuant to PSA Section 10.4 120 Calendar Day Extension (11th Amendment)		~~3/31/2025~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

	60 Calendar Day Extension (13th Amendment) 30 Calendar Day Extension (14th Amendment)		~~1/26/2026~~ 4/27/2026
	~~Developer to close on Acquisition of Parcel B (if applicable) simultaneously with the closing on City owned land~~	-	~~3/31/2025~~ ~~5/30/2025~~
	Final Payment due to the City from the Developer in the amount of $ 8,456,580 less the total of the $550,000 deposits = $7,956,580 (or reduced amount pursuant to Section 2(d) of the Purchase and Sale Agreement as Amended for the Student Mitigation Fee)		~~3/31/2025~~ ~~1/26/2026~~ 4/27/2026
	City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad Ready site as defined in the Agreement. DEMOLITION COMPLETE		~~3/31/2025~~ COMPLETE
120 DAYS AFTER CLOSING			
	Developer Deadline to complete construction of Greenleaf Park The Developer may request to the City a maximum of two (2) thirty (30) day extensions for the completion of the Greenleaf Park project, which approval shall not be unreasonably withheld provided that the Project is under construction and can be completed within the requested extended period.		~~7/29/2025~~ ~~5/26/2026~~ 8/24/2026
~~**150 DAYS AFTER CLOSING**~~		-	
	~~Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.~~	-	~~8/28/2025~~ ~~10/27/2025~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

180 DAYS AFTER CLOSING			
	Developer deadline to **commence construction** on remainder of project		~~9/26/2025~~ 10/22/2026
26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK			
	Developer Deadline for Substantial Completion		~~11/26/2027~~ ~~9/27/2028~~ 12/22/2028
28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK)			
	Developer Deadline for **Final Completion**		~~1/26/2028~~ ~~11/27/2028~~ 2/21/2029
	Developer Deadline to deliver the Woonerf, public parking spaces and public uses	-	~~1/26/2028~~ ~~11/27/2028~~ 2/21/2029
120 DAYS AFTER FINAL COMPLETION			
	Developer Deadline to Provide City with As-Builts for Woonerf		~~5/25/2028~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

			~~3/27/2029~~ 6/21/2029

FIFTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIFTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("FIFTEENTH Amendment") is made as of the 18 day of February, 2026, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") and by that certain Tenth Amendment to Purchase and Sale Agreement dated December 4, 2024 ("Tenth Amendment") and by that certain Eleventh Amendment to Purchase and Sale Agreement dated May 21, 2025 ("Eleventh Amendment") and by that certain Twelfth Amendment to Purchase and Sale Agreement dated October 22, 2025 ("Twelfth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Thirteenth Amendment to Purchase and Sale Agreement dated November 5, 2025 ("Thirteenth Amendment") and by that certain Fourteenth Amendment to Purchase and Sale Agreement dated January 14, 2026 ("Fourteenth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("FIFTEENTH Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and othergood and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This FIFTEENTH Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this FIFTEENTH Amendment shall have

R-2026-024

the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 1.8 of the Agreement is hereby amended as follows:

   Section 1.8 Closing Date: Closing Date will be on June 24, 2026; in addition the PURCHASER must obtain the following deliverables no later than the following deadlines: (i) the City Development Approval and the City Commission Approval, and (ii) all Permits required to commence construction for the Project no later than May 25, 2026; and (iii) the Construction Loan Commitment no later than March 23, 2026 .

4. Section 2 of the Amended Agreement is hereby amended as follows:

   e) Purchaser agrees and acknowledges that the failure by the Purchaser to commence construction of Greenleaf Park on or before March 23, 2026, shall result in the immediate release of all escrowed deposits, totaling $550,000 plus interest if any, to the City.

5. Section 10.2 of the Amended Agreement is hereby amended and restated as follows:

   10.2 Permits for the Project.
   (d) Pursuant to the amended Critical Path, the deadline for the Seller to obtain all required permits from the City, County, or other applicable agencies shall be May 25, 2026.

6. Section 10.5 of the Agreement is hereby amended and restated as follows:

   10.5 Closing of Acquisition By PURCHASER of Property from SELLER.
   The Closing for the acquisition of the Property by PURCHASER from SELLER shall occur on June 24, 2026; in addition the PURCHASER must obtain the following deliverables no later than the following deadlines: (i) the Governmental Approvals, (ii) all of the Permits to develop and construct the Project no later than May 25, 2026; and (iii) the Construction Loan Commitment no later than March 23, 2026.

7. Section 16 of the Agreement is hereby amended as follows:

   TERMINATION.
   In the event the Closing does not occur solely because of PURCHASER'S failure to close on or before June 24, 2026 and after the date PURCHASER has obtained the City Governmental Approvals and the Permits, subject to the right of PURCHASER to extend the Closing Date and the Closing as provided herein, the SELLER shall have the

right to terminate this Agreement and each shall be released from any and all liability to one another.

8. Amendment to Critical Path
The Critical Path is hereby amended and attached.

9. This FIFTEENTH Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Fifteenth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

10. Except as specifically modified hereby, all of the provisions of the Original Agreement, and the prior thirteen amendments, which are not in conflict with the terms of this FIFTEENTH Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifteenth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: Steven R. Arnst
Title: Mayor
Date: 2-18-26

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Name: DJ Doody
Title: City Attorney

3

R.2026.024

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____

Name: ALFONSO COSTA

Title: COO / AUTHORIZED REPRESENTATIVE

Date: 2-10-2026

4

R.2026.024

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

Updated: February 18, 2026

6/13/2024 - Extension given and Final Site Plan Approval Deadline is July 29, 2024			
5/21/2025- Extension to vacate date and subsequent Milestones executed by City.			
	ITEM		**TRACKING DATE – Dates are subject to change if extensions are applied**
DAY 1-EFFECTIVE DATE			
	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature.		8/3/2022
	Initial Deposit due and payable to the City in the amount of $450,000		8/5/2022
	Inspection Period expires: 6/22/2023		6/22/2023
	Developer deadline to file **Development Review Application** with the City: 7/31/2023		7/31/2023
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED			
	Deadline for the Developer to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals). Extended by 120 days pursuant to PSA Section 4(c)		~~1/31/2024~~ ~~5/30/2024~~ 7/29/2024

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

Updated: February 18, 2026

	Government Approval Period Ends. Approval issued on June 28, 2024 and 30 day appeal period ends		7/29/2024
	Second Deposit due and payable to the City in the amount of $50,000 within 10 business days after the issuance of the Government Approvals to the Developer. Deposits in escrow are no longer refundable to the Developer, except as set forth in the Purchase and Sale Agreement.		~~2/12/2024~~ ~~6/13/2024~~ 8/12/2024
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone One:** The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.~~		~~1/31/2024~~ ~~5/30/2024~~
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENTAL APPROVAL			
	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf and Open Space Component ; (2) Construction Agreement for Greenleaf Park ~~AND Pump Station Relocation;~~ (3) Parking Agreement. Extensions granted and documents were executed		~~4/1/2024~~ ~~7/29/2024~~ ~~9/27/2024~~ 2/19/2025
~~**180 DAYS AFTER ALL GOVERNMENTAL APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Two:** City Deadline to have completed all formal procurement requirements related to the move of City Property Operations and will provide notice to Purchaser.~~	-	~~7/29/2024~~ ~~9/27/2024~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

Updated: February 18, 2026

~~**300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Three.** City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.~~	-	~~11/26/2024~~ ~~1/25/2025~~
365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone Four:**~~ City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking, as a covenant and as a condition precedent to the occurrence of the Closing.		~~1/30/2025~~ ~~5/30/2025~~ ~~7/29/2025~~ 11/26/2025
	City can extend the date to vacate the property by a maximum of 120 days.(Extension executed 5/21/2025)		
	Developer Deadline to obtain all Permits for construction of the Project. 30 DAYS PRIOR TO CLOSING		~~1/30/2025~~ ~~5/30/2025~~ ~~7/29/2025~~ ~~11/26/2025~~ ~~1/25/2026~~ ~~2/24/2026~~ 5/25/2026
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS			
	Third Deposit due and payable to the City in the amount of $50,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement.		~~2/10/2025~~ ~~6/13/2025~~ ~~8/12/2025~~ the date of the vacation may be extended by the City (not

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

Updated: February 18, 2026

	The date of the City vacating the Property may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4: Extended Date:		to exceed 120 calendar days) pursuant to PSA Section 10.4 12/10/2025 (Deposit Paid)
~~**90 DAYS PRIOR TO CLOSING**~~			
	~~Developer deadline to submit to the City formal Parcel Acquisition for Parcel B~~	-	~~12/31/2024~~ ~~3/1/2025~~
~~**30 DAYS PRIOR TO CLOSING**~~			
Train Agreement	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable		~~2/28/2025~~ ~~6/30/2025~~ ~~9/1/2025~~ ~~12/23/2025~~ ~~2/25/2026~~ ~~3/26/2026~~ 5/25/2026
Construction Loan Commitment	Developer Deadline to provide Construction Loan Commitment to the City. DATE CERTAIN:		~~2/28/2025~~ ~~6/30/2025~~ ~~9/1/2025~~ ~~12/23/2025~~ ~~2/25/2026~~ ~~3/26/2026~~ 3/23/2026
TRAIN STATION MILESTONE 1 Cash payment of $1.275 Million or	NEPA APPROVED		AT CLOSING
TRAIN STATION MILESTONE 2 Developer builds Train Station	ALL GOVERNMENT APPROVALS		AT CLOSING
CLOSING ~~**(60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)**~~	The closing period shall be extended by the same number of calendar days, not to exceed 120 calendar days, should the City extend the date		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

Updated: February 18, 2026

	to vacate the property pursuant to PSA Section 10.4 120 Calendar Day Extension (11th Amendment) 60 Calendar Day Extension (13th Amendment) 30 Calendar Day Extension (14th Amendment) DATE CERTAIN:		~~1/26/2026~~ ~~3/27/2026~~ ~~4/27/2026~~ 6/24/2026
	~~Developer to close on Acquisition of Parcel B (if applicable) simultaneously with the closing on City owned land~~	-	~~3/31/2025~~ ~~5/30/2025~~
	Final Payment due to the City from the Developer in the amount of $~~9,456,580.00~~ 8,456,580 less the total of the $550,000 deposits = $7,956,580 (or reduced amount pursuant to Section 2(d) of the Purchase and Sale Agreement as Amended for the Student Mitigation Fee) DATE CERTAIN:		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~ ~~1/26/2026~~ ~~3/27/2026~~ ~~4/27/2026~~ 6/24/2026
	City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad Ready site as defined in the Agreement. DEMOLITION COMPLETE		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~ COMPLETE
~~**120 DAYS AFTER CLOSING**~~			
Greenleaf Park	Developer Deadline to Begin Construction on Greenleaf Park DATE CERTAIN:		3/23/2026 ~~7/29/2025~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

Updated: February 18, 2026

	Developer Deadline to complete construction of Greenleaf Park DATE CERTAIN: The Developer may request to the City a maximum of two (2) thirty (30) day extensions for the completion of the Greenleaf Park project, which approval shall not be unreasonably withheld provided that the Project is under construction and can be completed within the requested extended period.		~~11/26/2025~~ ~~5/26/2026~~ ~~7/25/2026~~ ~~8/24/2026~~ 7/21/2026
~~**150 DAYS AFTER CLOSING**~~		-	
	~~Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.~~	-	~~8/28/2025~~ ~~10/27/2025~~
~~**180 DAYS AFTER CLOSING**~~			
	Developer deadline to **commence construction** on remainder of project DATE CERTAIN:		~~9/26/2025~~ ~~1/26/2026~~ ~~9/23/2026~~ ~~10/22/2026~~ 8/5/2026
26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK			
	Developer Deadline for Substantial Completion		~~11/26/2027~~ ~~3/27/2028~~ ~~9/27/2028~~ ~~11/23/2028~~ ~~12/22/2028~~ 10/5/2028

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

Updated: February 18, 2026

28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK)			
	Developer Deadline for **Final Completion**		~~1/26/2028~~ ~~5/26/2028~~ ~~11/27/2028~~ ~~1/23/2029~~ ~~2/21/2029~~ 12/5/2028
	Developer Deadline to deliver the Woonerf, public parking spaces and public uses	-	~~1/26/2028~~ ~~5/26/2028~~ ~~11/27/2028~~ ~~1/23/2029~~ ~~2/21/2029~~ 12/5/2028
120 DAYS AFTER FINAL COMPLETION			
	Developer Deadline to Provide City with As-Builts for Woonerf		~~5/25/2028~~ ~~9/25/2028~~ ~~3/27/2029~~ ~~5/23/2029~~ ~~6/21/2029~~ 4/5/2029

SIXTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SIXTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("SIXTEENTH Amendment") is made as of the ____ day of _____, 2026, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") and by that certain Tenth Amendment to Purchase and Sale Agreement dated December 4, 2024 ("Tenth Amendment") and by that certain Eleventh Amendment to Purchase and Sale Agreement dated May 21, 2025 ("Eleventh Amendment") and by that certain Twelfth Amendment to Purchase and Sale Agreement dated October 22, 2025 ("Twelfth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Thirteenth Amendment to Purchase and Sale Agreement dated November 5, 2025 ("Thirteenth Amendment") and by that certain Fourteenth Amendment to Purchase and Sale Agreement dated January 14, 2026 ("Fourteenth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Fifteenth Amendment to Purchase and Sale Agreement dated February 18, 2026 ("Fifteenth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("SIXTEENTH Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and othergood and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This SIXTEENTH Amendment shall be deemed a part of but shall take precedence over

and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this SIXTEENTH Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. All deadlines set forth in the Agreement and Critical Path for the project shall be extended by a maximum of 150 calendar days and are hereby amended in the Agreement and the Critical Path.

4. This 150 calendar day extension shall not apply to the Greenleaf Park portion of the project, which shall remain subject to the deadline conditions pursuant to Section 4.3 of the Amended Development Agreement.

5. Section 2 (b) of the Agreement as Amended is hereby amended and restated as follows:

(b) Deposits. PURCHASER, at the time of execution of this Agreement, deposited the initial earnest money deposit (the "Initial Deposit") with GOREN, CHEROF, DOODY AND EZROL, P.A. (hereinafter the "Escrow Agent") in the sum of Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00), which together with all additional deposits, are placed in an interest bearing escrow account by the Escrow Agent. A second earnest money deposit (the "Second Deposit") of Fifty Thousand and 00/100 Dollars ($50,000.00) has been deposited by PURCHASER with Escrow Agent, and as such both the Initial Deposit and the Second Deposit are nonrefundable; A third earnest money deposit (the "Third Deposit") of Fifty Thousand and 00/100 Dollars ($50,000.00) was deposited by PURCHASER with Escrow Agent after the SELLER fully vacated all City Property Operations (as defined in Section 10.4) from the Property (except for the parking areas and the Greenleaf Park), as such, the Third Deposit is non-refundable; A fourth earnest money deposit (the “Fourth Deposit”) of Three Hundred and Fifty Thousand and 00/100 Dollars ($350,000) shall be deposited within fourteen (14) calendar days from the execution of the Sixteenth Amendment of the Purchase and Sale Agreement, then the Fourth Deposit shall become non-refundable. Failure by Purchaser to deposit the Fourth Deposit within the fourteen (14) calendar days shall be a default under the PSA. The Initial Deposit, the Second Deposit, the Third Deposit, and the Fourth Deposit, together with all interest accrued thereon, shall be collectively referred to as the Deposits (hereinafter the "Deposits" or the "Earnest Money"). At Closing, PURCHASER shall receive credit for the entire amount of the Deposits to reduce the amount of the Purchase Price to be delivered at Closing and a copy of the closing statement signed by the SELLER and the PURCHASER shall be conclusive evidence of the SELLER'S right to receive the Deposits when the Closing occurs, subject to SELLER default under this Agreement. Except in the event of PURCHASER'S default hereunder, the interest on the Deposits shall inure to the benefit of PURCHASER. In the event PURCHASER fails to close the sale of the Property on or before 150 calendar days from the execution of this Amendment (which date shall be extended by Force Majeure events) and such failure to close is not otherwise attributable to a default by SELLER, all Deposits held by the Escrow Agent, together with interest thereon, shall be immediately by released by Escrow Agent to the SELLER.

6. This SIXTEENTH Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this Sixteenth Amendment shall be deemed to have the same force and effect as original hard copies of the same.

7. Except as specifically modified hereby, all of the provisions of the Original Agreement, and the prior thirteen amendments, which are not in conflict with the terms of this SIXTEENTH Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Sixteenth Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: _____
Title: _____
Date:_____

Attest:

_____
City Clerk

Approved as to form and legal sufficiency:

By:

_____
Name:

_____
Title:

_____

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:

_____

Name:

_____

Title:

_____

Date:

_____

SEVENTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SEVENTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Seventeenth Amendment") is made as of the ____ day of _____, 2026, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

W H E R E A S:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") and by that certain Tenth Amendment to Purchase and Sale Agreement dated December 4, 2024 ("Tenth Amendment") and by that certain Eleventh Amendment to Purchase and Sale Agreement dated May 21, 2025 ("Eleventh Amendment") and by that certain Twelfth Amendment to Purchase and Sale Agreement dated October 22, 2025 ("Twelfth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Thirteenth Amendment to Purchase and Sale Agreement dated November 5, 2025 ("Thirteenth Amendment") and by that certain Fourteenth Amendment to Purchase and Sale Agreement dated January 14, 2026 ("Fourteenth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Fifteenth Amendment to Purchase and Sale Agreement dated February 18, 2026 ("Fifteenth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Sixteenth Amendment to the Purchase and Sale Agreement dated June 17, 2026 ("Sixteenth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Seventeenth Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Seventeenth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Seventeenth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 19 of the Agreement is hereby amended as follows:

19. OPTION TO REPURCHASE ALL OF THE PROPERTY.
(a) SELLER expressly reserves the right at its sole option and election to repurchase all of the Property for the same Purchase Price as paid by PURCHASER to SELLER in connection with the Project (the "Right of Repurchase") in the event: ~~the PURCHASER fails to commence construction of any component of the Project within one hundred eighty (180) Calendar Days following the Closing, subject to extension of such time period by the occurrence of any Force Majeure event. As used in the prior sentence, the term *"commence construction"* means the initiation by PURCHASER of site preparation work for any component of the Project which shall, for purposes of this Section 19(a), include excavation, clearing and any required relocation of utilities at the site. For the avoidance of doubt, once PURCHASER has commenced construction with respect to any component of the Project, then, the Right to Repurchase set forth in this Section 19 shall be null and void for all purposes.~~

(i) Purchaser fails to Commence Demolition of the existing improvements located on the Property within sixty (60) calendar days following the Closing Date, subject to extension of such time period by the occurrence of any Force Majeure event.

For purposes of this Agreement, "Commence Demolition" means the lawful commencement of demolition activities pursuant to validly issued permits paid for and secured by the developer and shall include the initiation of physical demolition of the existing improvements located on the Property.

(ii) Purchaser fails to Commence Building Construction of the Project within one hundred eighty (180) calendar days following the Closing Date, subject to extension of such time period by the occurrence of any Force Majeure event.

For purposes of this Agreement, "Commence Building Construction" means the lawful commencement of construction of the building pursuant to validly issued building permits paid for and secured by the developer and shall include foundation work and structural building construction but shall not include demolition, clearing, utility relocation, or other site preparation activities.

The Seller shall record a termination of this Option to Repurchase Agreement in the form and content acceptable to Developer and its lenders within ten (10) days of Developer satisfying the conditions set forth in Section 19(a)(i) and 19(a)(ii) above. For the avoidance of doubt,

once PURCHASER has commenced construction with respect to (i) and (ii) above, the Right to Repurchase set forth in this Section 19 shall be null and void for all purposes.

4. Amendment to Critical Path
The Critical Path is hereby amended and attached.

5. This Seventeenth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this SEVENTEENTH Amendment shall be deemed to have the same force and effect as original hard copies of the same.

6. Except as specifically modified hereby, all of the provisions of the Original Agreement, and the prior sixteen amendments, which are not in conflict with the terms of this Seventeenth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SEVENTEENTH Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attest:

_____
City Clerk

Approved as to form and legal sufficiency:

By:

_____
Name:

_____
Title:

_____

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By:

_____

Name:

_____

Title:

_____

Date:

_____

SEVENTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SEVENTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Seventeenth Amendment") is made as of the ____ day of _____, 2026, by and between CITY OF OAKLAND PARK, a Florida municipal corporation ("Seller"), and HORIZON OAKLAND PARK, LLC, a Florida limited liability company ("Purchaser").

WHEREAS:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated August 3, 2022 ("Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement, dated November 30, 2022 ("First Amendment"), by that certain Second Amendment to Purchase and Sale Agreement, dated December 14, 2022 ("Second Amendment") and by that certain Third Amendment to Purchase and Sale Agreement, dated February 15, 2023 ("Third Amendment") and by that certain Fourth Amendment to Purchase and Sale Agreement dated March 15, 2023 ("Fourth Amendment") and by that certain Fifth Amendment to Purchase and Sale Agreement dated April 19, 2023 ("Fifth Amendment") and by that certain Sixth Amendment to Purchase and Sale Agreement dated May 3, 2023 ("Sixth Amendment") and by that certain Seventh Amendment to Purchase and Sale Agreement dated June 21, 2023 ("Seventh Amendment") and by that certain Eighth Amendment to Purchase and Sale Agreement dated April 17, 2024 ("Eighth Amendment") and by that certain Ninth Amendment to Purchase and Sale Agreement dated September 18, 2024 ("Ninth Amendment") and by that certain Tenth Amendment to Purchase and Sale Agreement dated December 4, 2024 ("Tenth Amendment") and by that certain Eleventh Amendment to Purchase and Sale Agreement dated May 21, 2025 ("Eleventh Amendment") and by that certain Twelfth Amendment to Purchase and Sale Agreement dated October 22, 2025 ("Twelfth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Thirteenth Amendment to Purchase and Sale Agreement dated November 5, 2025 ("Thirteenth Amendment") and by that certain Fourteenth Amendment to Purchase and Sale Agreement dated January 14, 2026 ("Fourteenth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Fifteenth Amendment to Purchase and Sale Agreement dated February 18, 2026 ("Fifteenth Amendment") (as amended or modified, the "Original Agreement, as amended") and by that certain Sixteenth Amendment to the Purchase and Sale Agreement dated June 17, 2026 ("Sixteenth Amendment") (as amended or modified, the "Original Agreement, as amended") for the purchase of the Property (as such term is defined in the Agreement).

B. Seller and Purchaser desire to amend the Original Agreement, as amended in certain respects as more particularly set forth below ("Seventeenth Amendment").

NOW, THEREFORE, in consideration of the mutual promises and agreements below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. This Seventeenth Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Original Agreement, as amended. All initial capitalized terms used in this Seventeenth Amendment shall have the same meaning as set forth in the Original Agreement, as amended unless otherwise provided herein.

3. Section 19 of the Agreement is hereby amended as follows:

19. OPTION TO REPURCHASE ALL OF THE PROPERTY.
(a) SELLER expressly reserves the right at its sole option and election to repurchase all of the Property for the same Purchase Price as paid by PURCHASER to SELLER in connection with the Project (the "Right of Repurchase") in the event:

(i) Purchaser fails to Commence Demolition of the existing improvements located on the Property within sixty (60) calendar days following the Closing Date, subject to extension of such time period by the occurrence of any Force Majeure event.

For purposes of this Agreement, "Commence Demolition" means the lawful commencement of demolition activities pursuant to validly issued permits paid for and secured by the developer and shall include the initiation of physical demolition of the existing improvements located on the Property.

(ii) Purchaser fails to Commence Building Construction of the Project within one hundred eighty (180) calendar days following the Closing Date, subject to extension of such time period by the occurrence of any Force Majeure event.

For purposes of this Agreement, "Commence Building Construction" means the lawful commencement of construction of the building pursuant to validly issued building permits paid for and secured by the developer and shall include foundation work and structural building construction but shall not include demolition, clearing, utility relocation, or other site preparation activities.

The Seller shall record a termination of this Option to Repurchase Agreement in the form and content acceptable to Developer and its lenders within ten (10) days of Developer satisfying the conditions set forth in Section 19(a)(i) and 19(a)(ii) above. For the avoidance of doubt, once PURCHASER has commenced construction with respect to (i) and (ii) above, the Right to Repurchase set forth in this Section 19 shall be null and void for all purposes.

4. Amendment to Critical Path
The Critical Path is hereby amended and attached.

5. This Seventeenth Amendment may be executed in counterparts, each of which shall be deemed an original,but all constituting only one agreement. Facsimile or electronic (i.e., PDF) copies of this SEVENTEENTH Amendment shall be deemed to have the same force and

effect as original hard copies of the same.

6. Except as specifically modified hereby, all of the provisions of the Original Agreement, and the prior sixteen amendments, which are not in conflict with the terms of this Seventeenth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SEVENTEENTH Amendment as of the dates set forth above.

SELLER

CITY OF OAKLAND PARK, a Florida municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attest:

_____
City Clerk

Approved as to form and legal sufficiency:

By:

_____
Name:

_____
Title:

_____

PURCHASER

HORIZON OAKLAND PARK, LLC,
a Florida limited liability company

By: _____

Name:
Alfonso Costa Jr

Title:
Authorized Representative

Date:
7/29/26

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

6/13/2024 - Extension given and Final Site Plan Approval Deadline is July 29, 2024			
5/21/2025- Extension to vacate date and subsequent Milestones executed by City.			
	ITEM		**TRACKING DATE – Dates are subject to change if extensions are applied**
DAY 1-EFFECTIVE DATE			
	Full execution of the Development Agreement and Purchase and Sale Agreement, defined as the date of the last party's signature.		8/3/2022
	Initial Deposit due and payable to the City in the amount of $450,000		8/5/2022
	Inspection Period expires: 6/22/2023		6/22/2023
	Developer deadline to file **Development Review Application** with the City: 7/31/2023		7/31/2023
6 MONTHS AFTER DEVELOPMENT REVIEW APPLICATIONS SUBMITTED			
	Deadline for the Developer to obtain full site plan approval to include City Commission approval of Bonus Provision Elements (Government Approvals). Extended by 120 days pursuant to PSA Section 4(c)		~~1/31/2024~~ ~~5/30/2024~~ 7/29/2024

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	Government Approval Period Ends. Approval issued on June 28, 2024 and 30 day appeal period ends		7/29/2024
	Second Deposit due and payable to the City in the amount of $50,000 within 10 business days after the issuance of the Government Approvals to the Developer. Deposits in escrow are no longer refundable to the Developer, except as set forth in the Purchase and Sale Agreement.		~~2/12/2024~~ ~~6/13/2024~~ 8/12/2024
DATE THAT ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~**City Milestone One:** The City will have completed a relocation and spacing plan for the relocation of City Property Operations and will provide notice to Purchaser.~~		~~1/31/2024~~ ~~5/30/2024~~
60 CALENDAR DAYS AFTER RECEIPT OF GOVERNMENTAL APPROVAL			
	Deadline for the City and the Developer to execute the: (1) Long Term Maintenance Agreement for Woonerf and Open Space Component ; (2) Construction Agreement for Greenleaf Park ~~AND Pump Station Relocation;~~ (3) Parking Agreement. Extensions granted and documents were executed		~~4/1/2024~~ ~~7/29/2024~~ ~~9/27/2024~~ 2/19/2025
~~**180 DAYS AFTER ALL GOVERNMENTAL APPROVALS ARE ISSUED**~~		-	
	~~**City Milestone Two:** City Deadline to have completed all formal procurement requirements related to the move of City Property~~	-	~~7/29/2024~~ ~~9/27/2024~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	~~Operations and will provide notice to Purchaser.~~		
~~300 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED~~		-	
	~~City Milestone Three.~~ ~~City Deadline to begin the implementation of the relocation and spacing plan and will provide written notice to Purchaser.~~	-	~~11/26/2024~~ ~~1/25/2025~~
365 DAYS AFTER ALL GOVERNMENT APPROVALS ARE ISSUED			
	~~City Milestone Four:~~ City Deadline to Vacate City Hall and all City Property Operations with the exception of the current Greenleaf Park and public parking, as a covenant and as a condition precedent to the occurrence of the Closing.		~~1/30/2025~~ ~~5/30/2025~~ ~~7/29/2025~~ 11/26/2025
	City can extend the date to vacate the property by a maximum of 120 days.(Extension executed 5/21/2025)		Completed
	Developer Deadline to secure all Permit approvals for construction of the Project.		~~1/30/2025~~ ~~5/30/2025~~ ~~7/29/2025~~ ~~11/26/2025~~ ~~1/25/2026~~ ~~2/24/2026~~ 5/25/2026
10 BUSINESS DAYS AFTER CITY VACATES ALL CITY PROPERTY OPERATIONS			

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	Third Deposit due and payable to the City in the amount of $50,000 within 10 business days after City vacates all City Property Operations. Deposits in escrow are no longer refundable to Developer, except as set forth in the Purchase and Sale Agreement. The date of the City vacating the Property may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4: Extended Date:		~~2/10/2025~~ ~~6/13/2025~~ ~~8/12/2025~~ the date of the vacation may be extended by the City (not to exceed 120 calendar days) pursuant to PSA Section 10.4 12/10/2025 (Deposit Paid)
ADDITIONAL DEPOSIT	**Fourth Deposit due and payable to the City in the amount of $350,000 within 10 business days after City Commission approval of extension**		7/1/2026 Deposit Paid
~~90 DAYS PRIOR TO CLOSING~~			
	~~Developer deadline to submit to the City formal Parcel Acquisition for Parcel B~~	-	~~12/31/2024~~ ~~3/1/2025~~
~~30 DAYS PRIOR TO CLOSING~~			
Train Agreement	Deadline for the City and the Developer to execute the Train Station Delivery Agreement, if applicable		~~2/28/2025~~ ~~6/30/2025~~ ~~9/1/2025~~ ~~12/23/2025~~ ~~2/25/2026~~ ~~3/26/2026~~ ~~5/25/2026~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

Construction Loan Commitment	Developer Deadline to provide Construction Loan Commitment to the City.		~~2/28/2025~~ ~~6/30/2025~~ ~~9/1/2025~~ ~~12/23/2025~~ ~~2/25/2026~~ ~~3/26/2026~~ 3/23/2026
TRAIN STATION MILESTONE 1 Cash payment of $1.275 Million or	NEPA APPROVED		AT CLOSING
TRAIN STATION MILESTONE 2 Developer builds Train Station	ALL GOVERNMENT APPROVALS		AT CLOSING
CLOSING ~~(60 DAYS AFTER OBTAINING ALL PERMITS AND APPROVALS)~~	The closing period shall be extended by the same number of calendar days, not to exceed 120 calendar days, should the City extend the date to vacate the property pursuant to PSA Section 10.4 120 Calendar Day Extension (11th Amendment) 60 Calendar Day Extension (13th Amendment) 30 Calendar Day Extension (14th Amendment) ~~DATE CERTAIN:~~ 150 Calendar Day Extension (16th Amendment)		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~ ~~1/26/2026~~ ~~3/27/2026~~ ~~4/27/2026~~ ~~6/24/2026~~ 11/14/2026; date agreed between parties is: 11/10/2026
	~~Developer to close on Acquisition of Parcel B (if applicable)~~	-	~~3/31/2025~~ ~~5/30/2025~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	~~simultaneously with the closing on City owned land~~		
	Final Payment due to the City from the Developer in the amount of $~~9,456,580.00~~ 8,456,580 less the total of the $900,000 deposits = $7,556,580 (or reduced amount pursuant to Section 2(d) of the Purchase and Sale Agreement as Amended for the Student Mitigation Fee) On or before:		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~ ~~1/26/2026~~ ~~3/27/2026~~ ~~4/27/2026~~ 11/10/2026
	City Deadline to complete all demolition activities at the Greenleaf Park and deliver Pad Ready site as defined in the Agreement. DEMOLITION COMPLETE		~~3/31/2025~~ ~~7/29/2025~~ ~~9/29/2025~~ COMPLETE
~~**120 DAYS AFTER CLOSING**~~			
Greenleaf Park	Developer Deadline to Begin Construction on Greenleaf Park DATE CERTAIN: Developer Deadline to complete construction of Greenleaf Park ~~DATE CERTAIN:~~ One-30-day Extension Granted The Developer may request to the City a maximum of two (2) thirty (30) day extensions for the completion of the Greenleaf Park project, which approval shall not be unreasonably withheld provided that the Project is under construction and can be		3/23/2026 ~~7/29/2025~~ ~~11/26/2025~~ ~~5/26/2026~~ ~~7/25/2026~~ ~~8/24/2026~~ 8/20/2026

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

	completed within the requested extended period.		
~~150 DAYS AFTER CLOSING~~		-	
	~~Developer Deadline to Deed the Greenleaf Park Parcel B to the City, if Parcel B is acquired by Developer.~~	-	~~8/28/2025~~ ~~10/27/2025~~
~~180 DAYS AFTER CLOSING~~			
	Developer deadline to **commence construction** on remainder of project ~~DATE CERTAIN:~~ 150 Calendar Day Extension (16th Amendment)		~~9/26/2025~~ ~~1/26/2026~~ ~~9/23/2026~~ ~~10/22/2026~~ ~~8/5/2026~~ ~~1/2/2027~~ Superseded by 17th Amendment to PSA (below 2 entries)
17th Amendment to PSA	**Developer deadline to Commence Demolition of the existing improvements located on the Property within sixty (60) calendar days following the Closing Date**		1/8/2027
17th Amendment to PSA	**Developer deadline to Commence Building Construction of the Project within one hundred eighty (180) calendar days following the Closing Date**		5/10/2027
26 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK			
	Developer Deadline for Substantial Completion		~~11/26/2027~~ ~~3/27/2028~~

EXHIBIT A

Downtown Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time and the terms and provisions of the Purchase and Sale Agreement and the Development Agreement.

~~Updated: February 18, 2026~~

Updated: City Commission Granted 150 day Extension

			~~9/27/2028~~ ~~11/23/2028~~ ~~12/22/2028~~ ~~10/5/2028~~ 5/9/2029
28 MONTHS FROM CONSTRUCTION COMMENCEMENT FOR REMAINDER OF THE PROJECT (OTHER THAN GREENLEAF PARK)			
	Developer Deadline for **Final Completion**		~~1/26/2028~~ ~~5/26/2028~~ ~~11/27/2028~~ ~~1/23/2029~~ ~~2/21/2029~~ 7/9/2029
	Developer Deadline to deliver the Woonerf, public parking spaces and public uses	-	~~1/26/2028~~ ~~5/26/2028~~ ~~11/27/2028~~ ~~1/23/2029~~ ~~2/21/2029~~ 7/9/2029
120 DAYS AFTER FINAL COMPLETION			
	Developer Deadline to Provide City with As-Builts for Woonerf		~~5/25/2028~~ ~~9/25/2028~~ ~~3/27/2029~~ ~~5/23/2029~~ ~~6/21/2029~~ 11/6/2029

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 19.

MEETING DATE: 8/5/2026

PREPARED BY:	Ana Alvarez Chief Planning Officer Sierra Marrero Assistant City Manager	**DEPARTMENT HEAD APPROVAL:**	CITY MANAGER

SUBJECT: Amendment to the Parking Agreement with Horizon Oakland Park, LLC for the redevelopment of the Downtown Properties.

1. BACKGROUND/HISTORY

Issue Statement: On August 3, 2022, the City Commission adopted Ordinance O-2022-021 authorizing the City Manager to enter into a Purchase and Sale Agreement (PSA) with Horizon Oakland Park, LLC for the sale and redevelopment of the Oakland Park Downtown Properties. Since that time, the City Commission has approved a series of amendments to the PSA and related agreements to address project design refinements, market conditions, financing, and implementation milestones while preserving the public benefits associated with the redevelopment. The Developer has obtained the required City and County development approvals, and is in the final construction stage of Greenleaf Park, with a planned ribbon cutting on August 27, 2026.

On June 17, 2026, the City Commission approved amendments to the Purchase and Sale Agreement and Development Agreement, including a one-time extension of one hundred fifty (150) calendar days to the Critical Path, Agreements and related project deadlines, to allow the Developer additional time to complete a comprehensive review of the project design, construction costs, financing, and market conditions. Following completion of that review, the Developer proposed refinements to the project, including modifications to the parking program, an increase in the affordable housing commitment, and updates to the project schedule. The companion amendments to the Purchase and Sale Agreement, Development Agreement, and Parking Agreement implement these refinements while preserving the City's negotiated public benefits and strengthening the City's contractual protections.

On July 2, 2026, the Developer held a Neighborhood Participation Meeting and on July 23, 2026, the Development Review Committee reviewed and approved the changes to the

project.

Please see the companion items on this agenda the Seventeenth Amendment to the Purchase and Sale Agreement and the Eight Amendment to the Development Agreement with Horizon Oakland Park, LLC.

Recommended Action: The City Commission adopt a resolution approving and authorizing the City Manager to execute the Amended Parking Agreement with Horizon Oakland Park, LLC for the redevelopment of the Downtown Properties.

Background:
On August 3, 2022, the City Commission adopted Ordinance O-2022-021, authorizing the City Manager to enter into a Purchase and Sale Agreement (PSA) with Horizon Oakland Park, LLC, Purchaser, for the sale of the Oakland Park Downtown Properties.

On February 19, 2025, the City Commission approved the Parking Agreement, which runs as a covenant with the land, which formalizes the arrangement between Horizon Oakland Park, LLC (Developer) and the City of Oakland Park regarding the development and management of the parking facility and public parking. Under the agreement, the Developer is responsible for the design, construction and future maintenance of the parking facilities. The project must provide 195 public parking spaces, and the City has the right to require Developer to provide free parking in the Parking Garage Facility on select days to accommodate City events, not to exceed fifteen (15) dates per calendar year, and within the hours of said events.

2. CURRENT ACTIVITY

The Horizon redevelopment will provide the following public and private improvements within the City's Downtown:

- 311 residential units;
- Ground-floor commercial space;
- A woonerf designed to enhance pedestrian activity and create a vibrant public gathering space;
- 195 public parking spaces;
- A new dog/pocket park preserving the site's legacy tree as a community feature; and
- The completion of the new Greenleaf Park, currently under construction with an anticipated completion date of August, 2026.

Following the extension approved under the Amendments, the Developer completed a comprehensive review of the project design, construction costs, financing, and market conditions. As part of that review, the Developer submitted an updated parking demand analysis which concluded that the parking needs for the residential and commercial components of the project could be accommodated with fewer private parking spaces

than originally designed.

Based on the updated parking demand analysis, the Developer proposes to eliminate one internal level of parking within the parking structure. The modification is entirely internal to the structure and does not alter the approved building footprint, height, massing, or architectural appearance. The amendment also does not reduce the required 195 public parking spaces, which remain protected under the companion Parking Agreement.

To address the proposed parking modification while preserving the City's long-term interests, the proposed amendments provide the following:

Parking Agreement

- Based upon the Developer's updated parking demand analysis, revises the required private parking supply while preserving the Developer's obligation to provide and continuously maintain 195 public parking spaces approved by the City Commission.
- Strengthens the City's long-term oversight of the public parking spaces by affirmatively granting the City the continuing right to monitor, inspect, and enforce compliance with the Parking Agreement to ensure the required public parking spaces remain available for public use.
- Clarifies the City's enforcement authority by expressly authorizing parking enforcement measures, including citations, immobilization (booting), towing, and other lawful enforcement actions, and prohibits overnight parking within the designated public parking spaces unless otherwise authorized by the City.
- Preserves the Developer's ability to implement future operational or physical parking management measures, including valet operations, stacked parking systems, parking management strategies, and other parking efficiency improvements, to meet market demand, provided such measures do not reduce or interfere with the availability of the required 195 public parking spaces.

Purchase and Sale Agreement

- Revises the City's post-closing repurchase provisions by establishing objective milestones requiring:
    - The Developer to Commence Demolition within sixty (60) calendar days following Closing, and
    - The Developer to commence Building Construction within one hundred eighty (180) calendar days following Closing.

Development Agreement

- Increases the affordable housing commitment from ten percent (10%) to twenty percent (20%) of the residential units, with affordability provided to households earning up to one hundred forty percent (140%) of the Area Median Income (AMI), thereby expanding the project's affordable housing component.

The Critical Path is amended following the extension approved under the Amendments by establishing new project timelines.

To date, the City has received $900,000 in escrow deposits from the Developer. Should the Developer fail to satisfy the deadlines under the Critical Path, the entire escrow balance of $900,000 will be released to the City.

3. FINANCIAL IMPACT

None

4. RECOMMENDATION

The City Commission adopt a resolution approving and authorizing the City Manager to execute the Amended Parking Agreement with Horizon Oakland Park, LLC for the redevelopment of the Downtown Properties.

ATTACHMENTS:

Resolution
Original Parking Agreement
Parking Demand Analysis
Parking Agreement Exhibit A - Schematic Parking Plan
Amended Parking Agreement Redlined
Amended Parking Agreement Final

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AMENDED PARKING AGREEMENT WITH HORIZON OAKLAND PARK, LLC FOR THE REDEVELOPMENT OF THE DOWNTOWN PROPERTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Amended Parking Agreement with Horizon Oakland Park, LLC for the redevelopment of the Downtown Properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Amended Parking Agreement with Horizon Oakland Park, LLC for the redevelopment of the Downtown Properties. The Amended Parking Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

2

PARKING FACILITY AGREEMENT

THIS Parking Facility Agreement is made this 19 day of February 2025, by HORIZON OAKLAND PARK, LLC, a Florida limited liability company, its successors and assigns (hereinafter referred to as "Developer"), whose mailing address is 1 Town Center Road, suite 600, Boca Raton, Florida 33486, and the City of Oakland Park, a Florida Municipal Corporation, its successors and assigns, whose mailing address is 3650 NE 12th Avenue, Oakland Park, Florida 33334 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City has entered into a Purchase and Sale Agreement having an effective date of August 3, 2022, as further amended (collectively, the "Purchase Agreement"), pursuant to which Developer agreed to purchase from the City and the City agreed to sell to Developer certain parcels of land; and

WHEREAS, the City has entered into a Development Agreement dated August 3, 2022, as amended, as further amended, requiring that Developer and City enter into this Parking Facility Agreement setting forth the covenants and agreements more particularly set forth below; and

WHEREAS, the Developer intends to develop a parking garage and surface parking on a portion of the parcels of land purchased from the City, more fully depicted in Exhibit "A" attached hereto and incorporated herein (the "Schematic Parking Plan"); and

WHEREAS, pursuant to the Development Agreement, the Developer shall provide one-hundred ninety-five (195) parking spaces available for public use, 158 public parking spaces to be located within the Garage and Surface Lot Parking Facilities and 37 public parking spaces along the City's right of way, to be provided as part of the public amenities in conformance with the City Code and as approved by the City Commission; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the City to Developer, the adequacy and receipt of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following definitions apply to all sections of this Parking Facility Agreement:

a. **"City"** shall mean City of Oakland Park, a Florida Municipal Corporation and its successors and assigns.
b. **"Developer"** shall mean Horizon Oakland Park, LLC, a Florida Limited Liability Company.
d. **"PFA"** or "Agreement" means this Parking Facility Agreement.

e. **"Parking Parcels"** means the portion of the parcels of land purchased from the City, for which Developer intends to provide both surface and structured parking per the Development Agreement as depicted in Exhibit "A".

f. **"Garage and Surface Lot Parking Facilities"** means the Garage and Surface Lot parking spaces, and all related and appurtenant fixtures, equipment, walkways, driveways, sidewalks, landscaping, monitoring, control and tracking systems and signage, which shall be constructed by the Developer on the Parking Parcel(s) depicted in Exhibit "A". Parking Garage and Surface Lot Facilities definition shall not include the spaces constructed by the Developer located within the public right-of-way.

g. **"Available Public Parking Spaces"** means one-hundred ninety-five (195) publicly available parking spaces; of which approximately 136 shall be within the parking structure and located in the South Building and 59 exterior spaces, of which 22 shall be surface parking spaces and 37 shall be located on the public right-of-way as shown on the Schematic Parking Plan Exhibit "A" which is attached hereto and made a part hereof, which the Developer is required to provide pursuant to the Development Agreement. The public shall have access to at least one-hundred ninety-five (195) parking spaces.

h. **"Site Plan"** is defined as the City approved site plan, as of the execution of this Agreement. The term "Site Plan" shall also include any site plan certified, and/or amended with the approval of the City subsequent to the execution of this Agreement.

i. **"Completion of Construction"** or "Complete Construction" is defined as the time at which the Garage and Surface Lot Parking Facilities and on-street parking has passed all governmental inspections, the Parking Spaces may be used for the parking of vehicles by the public as permitted in this PFA, the Garage and Surface Lot Parking Facilities and on-street parking have been constructed substantially in accordance with the Specifications, and the final certificates of occupancy have been issued for the Parking Garage Facility.

j. **"On-Street Parking"** means thirty-seven (37) publicly available spaces, and all related and appurtenant fixtures, equipment, walkways, driveways, sidewalks, landscaping, which shall be constructed by the Developer, along the public right of way as depicted in Exhibit "A". These parking spaces are owned by the City and any operational control remains with the City.

h. **"Commercial and Residential Parking Spaces"** means those spaces required under the Development Approval for the Project to support the residential and commercials uses for the Development.

II. Developer's Commencement and Completion of Construction of the Parking Garage Facility.

Developer, at its sole cost and expense, shall construct the Garage and Surface Lot Parking Facilities and On-Street Parking containing not less than six hundred and forty-one (641) parking spaces pursuant to the Site Plan approved by the City. Developer shall diligently seek to obtain all necessary plans, permits, and approvals for the construction of the Garage and Surface Lot Parking Facilities and On-Street Parking in accordance therewith. The final certificates of occupancy for the Project shall not be issued unless and until the Developer completes construction of the Garage and Surface Lot Parking Facilities.

III. Availability of Parking Spaces.

1. Developer hereby agrees to make available to the public, access to at least one-hundred ninety-five (195) public parking spaces ("Available Spaces"), and does hereby grant, to the public a non-exclusive public vehicular and pedestrian ingress and egress easement, in, on, across, over, and through the Parking Garage Parcel, all as more particularly described in and subject to the covenants, terms and conditions stated in this PFA. To the extent where any provision, term, or condition conflicts with any other provision, term or condition of the Development Agreement, the Development Agreement will apply.

IV. Operation of Garage and Surface Lot Parking Facilities.

1. The construction of the Garage and Surface Lot Parking Facilities and On-Street Parking shall be borne by Developer or its designees. Upon Completion of Construction, Developer shall and acknowledges that it shall have responsibility for the operation and maintenance, repair, and replacement, of the Garage and Surface Lot Parking Facilities, subject to any future or existing leases or any rights it may have against others who may be responsible for any other costs, repairs or maintenance, in good condition and repair, and in compliance with all applicable governmental rules, laws, regulations and ordinances.

2. Prior to the issuance of a certificate of occupancy, Developer shall install a parking management system and parking signage to ensure public access to the Public Parking spaces in the Garage and Surface Lot Parking Facilities.

3. Developer shall have the right to place appropriate signage and markings inside or outside the Garage and Surface Lot Parking Facilities as permitted by and in accordance with governmental regulations, subject to the governmental approval process. Developer shall erect such signage as needed to protect the rights of its tenants, the public and the efficient operation of the Garage and Surface Lot Parking Facilities and may erect other signage in accordance with applicable governmental regulations, subject to the governmental approval process.

4. After the issuance of a certificate of occupancy for the Project, the Developer shall have the right to charge users/vehicles a fee ("Parking Fee") for utilization of the 158 public parking spaces in the Garage and Surface Lot Parking Facilities, this does not include the 37 exterior spaces located within the public right of way, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor under the following conditions:.

a) For the initial 24 months following the issuance of a certificate of occupancy for the Garage and Surface Lot Parking Facilities, the Developer shall provide two hours of free parking on the 158 public parking spaces that will be located in the parking garage and surface lot. After the initial two hours of free parking, the Developer may charge the Parking fee, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor. Notwithstanding any of the foregoing, the 37 On-Street Parking spaces located within the public right of way shall remain as free parking subject to change only at the sole discretion of the City.

b) Developer and City recognize that overnight parking for non-residents in the structured and surface parking areas of the Development is undesirable and should be discouraged. Developer's parking management system or operations shall be implemented to ensure no public overnight parking between the hours of 1:00 am and 5:00 am. unless agreed to by both parties.

c) Upon the expiration of the initial 24 months following the issuance of a certificate of occupancy for the Garage and Surface Lot Parking Facilities, the Developer may charge the Parking Fee for the full duration of the parking, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor.

d) Upon exercising the Parking Fee provision for the Public Parking Spaces pursuant to Section 4, the Developer must also impose a parking fee for the 42 Commercial Spaces within the Parking Facility. The Parking Fee charged for the Commercial Spaces shall be at the discretion of the Developer, except that at no time shall this fee be less than the fee charged for the Public Spaces.

e) Developer agrees that the City retains the right to require Developer to provide free parking on the Garage and Surface Lot Parking Facilities on select days to accommodate City events not to exceed fifteen (15) dates per calendar year and within the hours of said events. The City shall provide notice of the dates by June 1 of each year.

f) Developer shall be responsible to maintain public access to the Public Parking spaces within the Garage and Surface Lot Parking Facilities and

contract with a duly licensed towing company to enforce the Public Parking spaces as identified in Exhibit A.

V. Indemnification by Developer.

1. Developer (and Developer's, successors, and assigns) shall indemnify, defend, and hold harmless the City and City's managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns, from and against any and all claims, expenses, damages and liabilities of every kind and nature whatsoever including, without limitation, reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to any acts of gross negligence or intentional misconduct by Developer or any of its employees, independent contractors, invitees, guests, or agents. This Section V. shall survive the termination of this agreement.

VI. Miscellaneous.

1. All notices under this Agreement shall be mailed to the parties at the following respective addresses:

To Developer:

HORIZON OAKLAND PARK, LLC.
1 Town Center Road, suite 600, Boca Raton, Florida 33486
Attn: Alfonso Costa Jr.

With a Copy to:

To City: City Manager
City of Oakland Park

Current address: 3650 NE 12th Avenue
Oakland Park, Florida 33334
Future address: 1100 Park Lane East
Oakland Park, Florida 33334

With a Copy to:
City of Oakland Park
City Attorney
3099 E. Commercial Blvd., S-200
Oakland Park, FL 33334

All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed

properly given and received (a) when actually delivered and received personally, by messenger service, or by fax or telecopy delivery; (b) on the next business day after deposited to delivery in an overnight courier service such as Federal Express; or (c) three (3) business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the parties at the address above for the party(s) or to such other address as such party(s) may designate by written notice to the other party (s).

2. **Waiver of Trial by Jury. IT IS MUTUALLY AGREED BY AND BETWEEN CITY AND DEVELOPER THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF CITY AND DEVELOPER HEREUNDER, OR THE USE OF THE OVERALL PARCEL, OR BY ANY COURSE OF CONDUCT OR COURSE OF DEALING.**

3. Governmental Functions.

a. The parties agree that this Agreement shall not constitute a waiver of any portion of the City of Oakland Park's Code of Ordinances, Land Development Regulations, or any other applicable law, code, or regulation, and that the Tenant shall comply with all applicable statutes, codes, regulations, and ordinances that apply to the Developer's performance of its obligations pursuant to this Agreement.

b. To the extent approval or permission must be obtained from the City of Oakland Park, such approval or permission shall be granted or denied in accordance with applicable governmental regulations, rules, laws, and ordinances, and no person shall have any vested rights.

c. The City has not waived its sovereign immunity and the limits of tort liability set forth in F. S. §768.28(5), as may be amended from time to time. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28; and

d. Any action by City shall be without prejudice to, and shall not constitute a limit or impairment or waiver of, or otherwise affect the City's right to exercise its discretion in connection with its governmental or quasi-governmental functions.

e. This Agreement and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the

land, binding upon and inuring to the benefit of the City, the Developer, or the public, as the case may be, and their respective heirs, successors and assigns, including, without limitation, all subsequent owners and/or tenants of the Parking Garage Parcel.

[This Space is Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on this 19 day of February, 2025.

ATTEST:

By: _____
City Clerk

CITY OF OAKLAND PARK, FLORIDA

By: _____
Name:
Title: Mayor
Date: _____

Approved as to Form:

By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ___ online notarization or ___ physical presence by , as Mayor of the City of Oakland Park, Florida, on behalf of the City, who ___ is personally known to me or ___ provided a Florida driver's license as identification.

Given under my hand and seal this 19th day of February, 2025.

MICHELLE V. FLETCHER
Notary Public - State of Florida
Commission # HH 475683
My Comm. Expires Dec 21, 2027
Bonded through National Notary Assn.

_____
Notary Public

WITNESSES:

Print Name: Chase Farriss

Print Name: REBECCA KOEK

HORIZON OAKLAND PARK, LLC. a Florida limited liability company

By: _____

Print: Alfonso Costa Jr.

Its: Manager

Date: 2.12.2025

STATE OF FLORIDA
COUNTY OF PALM BEACH

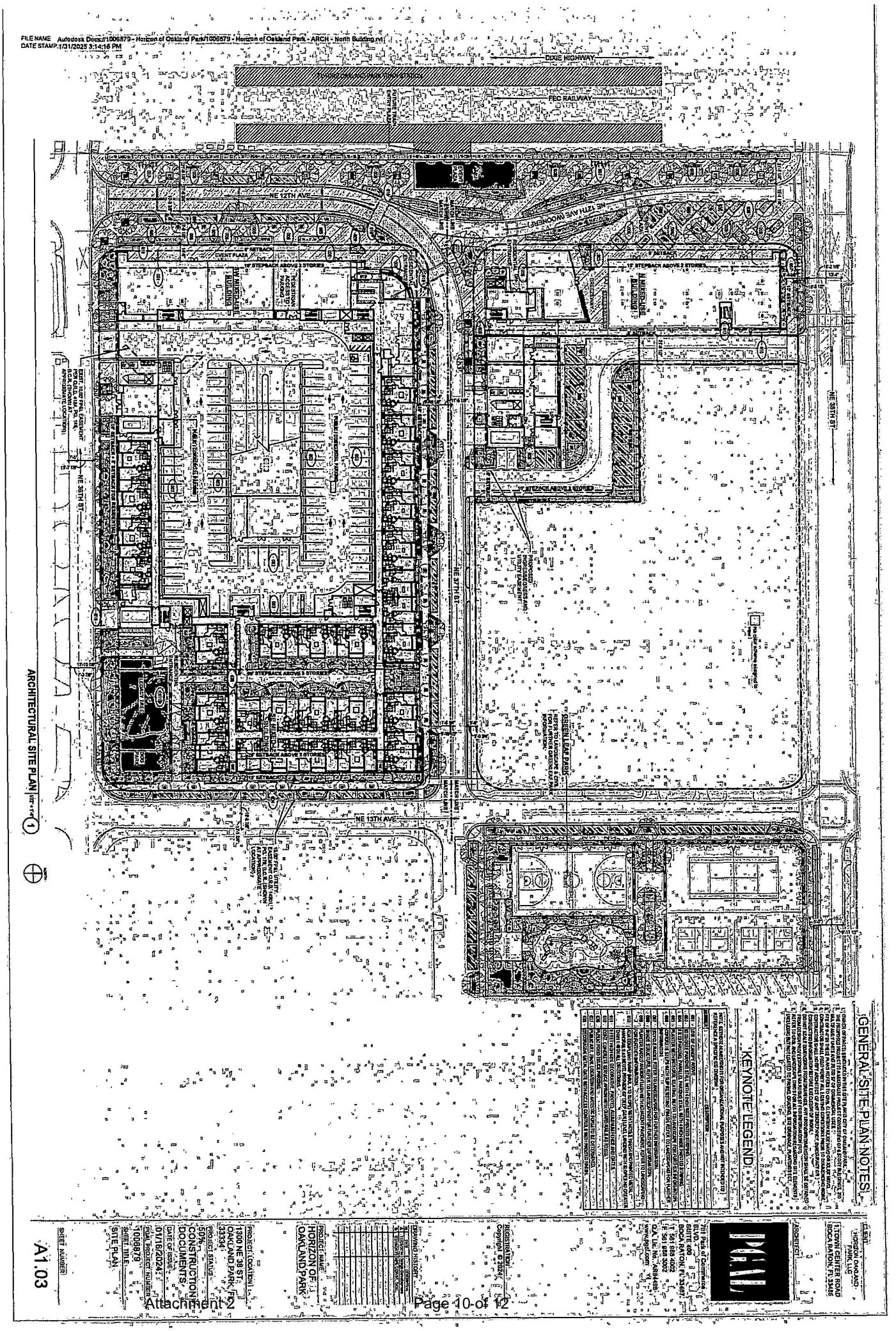
The foregoing instrument was acknowledged before me by means of ___ online notarization or ✓ physical presence by Alfonso Costa Jr; as Manager of Horizon Oakland Park, LLC, a Florida limited liability company, on behalf of the company, who ✓ is personally known to me or ___ provided a Florida driver's license as identification.

Given under my hand and seal this 12 day of February, 2025.

Notary Public

TARA VALLE
MY COMMISSION # HH 580171
EXPIRES: August 10, 2028

EXHIBIT A
SCHEMATIC PARKING PLAN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DATE STAMP 1/31/2025 3:14:16 PM
DIXIE HIGHWAY
FEC RAILWAY
NE 12TH AVE
NE 12TH AVE (WOONERF)
NE 36TH ST
NE 37TH ST
NE 13TH AVE
ARCHITECTURAL SITE PLAN
GENERAL SITE PLAN NOTES
KEYNOTE LEGEND
CLIENT
HORIZON OAKLAND PARK, LLC
1 TOWN CENTER ROAD
BOCA RATON, FL 33486
ARCHITECT
PGAL
7611 Park of Commerce BLVD.
SUITE 400
BOCA RATON, FL 33487
T 561 988 4002
F 561 988 3002
Q.A. Lic. No. AR94498
www.PGAL.com
REGISTRATION
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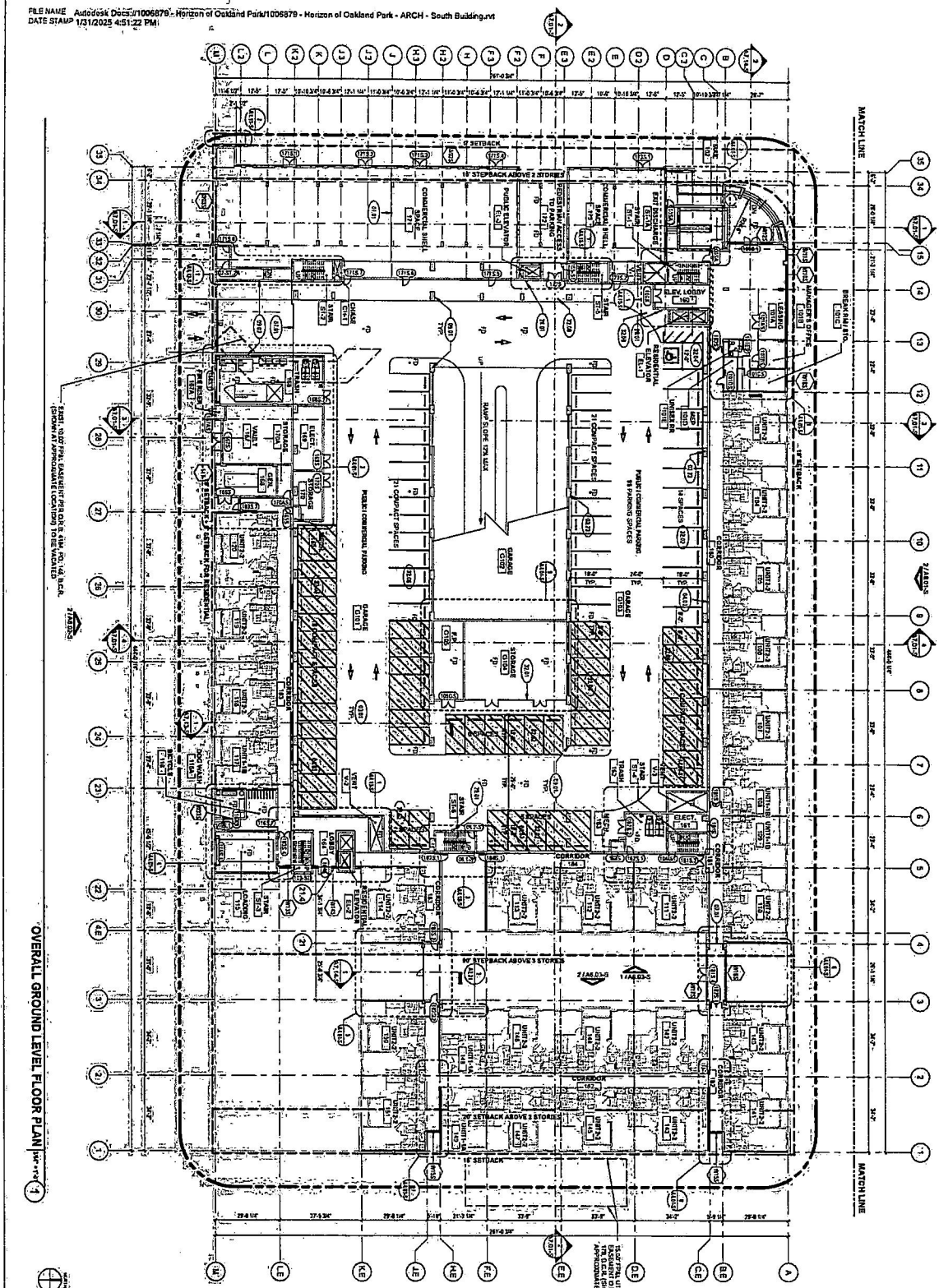
DRAWING HISTORY
PROJECT NAME
HORIZON OF OAKLAND PARK
PROJECT LOCATION
1300 NE 38 ST.
OAKLAND PARK, FL
33334
PROJECT STATUS
50%
CONSTRUCTION DOCUMENTS
DATE OF ISSUE
01/16/2024
PGAL PROJECT NUMBER
1006879
SHEET TITLE
SITE PLAN
SHEET NUMBER
A1.03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DATE STAMP 1/31/2025 4:51:22 PM
OVERALL GROUND LEVEL FLOOR PLAN
MATCH LINE
MATCH LINE
2' SETBACK
15' STEPBACK ABOVE 2 STORIES
PUBLIC ELEVATOR
PEDESTRIAN ACCESS TO PARKING GARAGE
COMMERCIAL SHELL SPACE
EXIT DISCHARGE
ELEV. LOBBY
RESIDENTIAL ELEVATOR
RAMP SLOPE 12% MAX
31 COMPACT SPACES
PUBLIC/COMMERCIAL PARKING 55 PARKING SPACES
GARAGE
STORAGE
TRASH
ELECT.
MECH.
CORRIDOR
LOBBY
RESIDENTIAL ELEVATOR
UNITS-1
UNITS-2
UNITS-3
UNITS-4
UNITS-5
UNITS-6
UNITS-7
UNITS-8
UNITS-9
UNITS-10
UNITS-11
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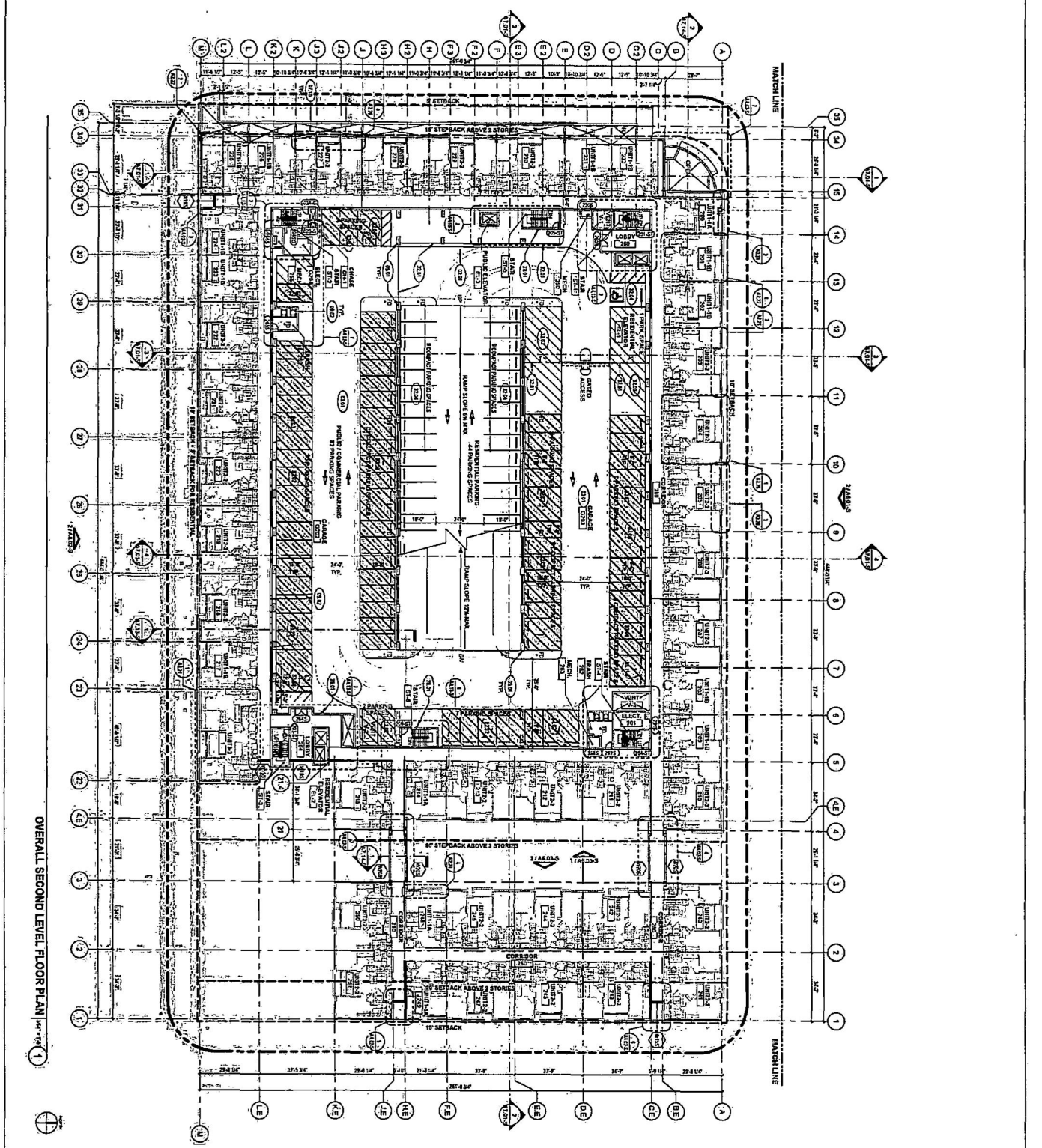
UNITS-40



OWNER
HORIZON OAKLAND PARK, LLC
1 TOWN CENTER ROAD
BOCA RATON, FL 33486

ARCHITECT
PGAL
791 Park of Commerce Blvd
SUITE 400
BOCA RATON, FL 33487
T 561 998 4002
F 561 998 3002
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DRAWING HISTORY

NO.	DESCRIPTION	DATE
1	SUBMISSION SET	12/19/2024

PROJECT NAME
HORIZON OF OAKLAND PARK SOUTH BUILDING

PROJECT LOCATION
1300 NE 38 ST.
OAKLAND PARK, FL.
33334

PROJECT STATUS
50% CONSTRUCTION DOCUMENTS

DATE OF ISSUE
12/19/2024

PGAL PROJECT NUMBER
1006879

SHEET TITLE
OVERALL SECOND LEVEL FLOOR PLAN

SHEET NUMBER
A2.02-S

parking advisors

June 30, 2026

Alfonso Costa Jr.
Chief Operating Officer
Falcone Group

Horizon of Oakland Park
Projected Parking Demand

Overview

Horizon of Oakland Park is a transit oriented, mixed-use project located in Oakland, Florida. The project is located on the site of the current city hall, recreational center, public library and surface parking. The project will have 311 residential apartment units and 20,700 square feet of retail space. In addition, the project will have 264 parking spaces allocated to the residential units and 42 parking spaces allocated to the retail space, totaling 306 total spaces.

Parking Advisors evaluated the projected usage by day of week and time of day to understand how many parking spaces are required to accommodate residential and retail demand.

Parking Demand Projections

Parking Advisors' demand projections are included on the next page in Exhibit 1.

- **Peak Demand** – The project's peak parking demand is 295 spaces which occurs in the evening when the retail space generates parking demand from restaurant space and residential parkers return from work.
- **Residential Demand**
    - The average residential unit occupancy is projected to be 95% because of unit turnover. At any point in time, there are residents moving in / out and units being refreshed with new paint and repairs.
    - Peak residential demand occurs overnight when the attendance rate is 100% and all residents are assumed to return to their units. This is conservative because it is likely that some residents will not use parking spaces because they work overnight, went on a vacation using their vehicle or some other reason.
- **Retail Demand**
    - The ultimate composition and mix of the types of retail tenants that will occupy the retail space is not finalized. Parking Advisors assumed that the retail tenants will be a mix of traditional goods, service based and restaurant retail tenants. Some types of retail tenants generate more parking on weekdays during the day and others generate more parking demand on nights and weekends.

parking advisors

Conclusion

The peak utilization is projected to be 295 spaces of the 306 total parking spaces. Therefore, the garage's capacity is expected to accommodate the demand from the project.

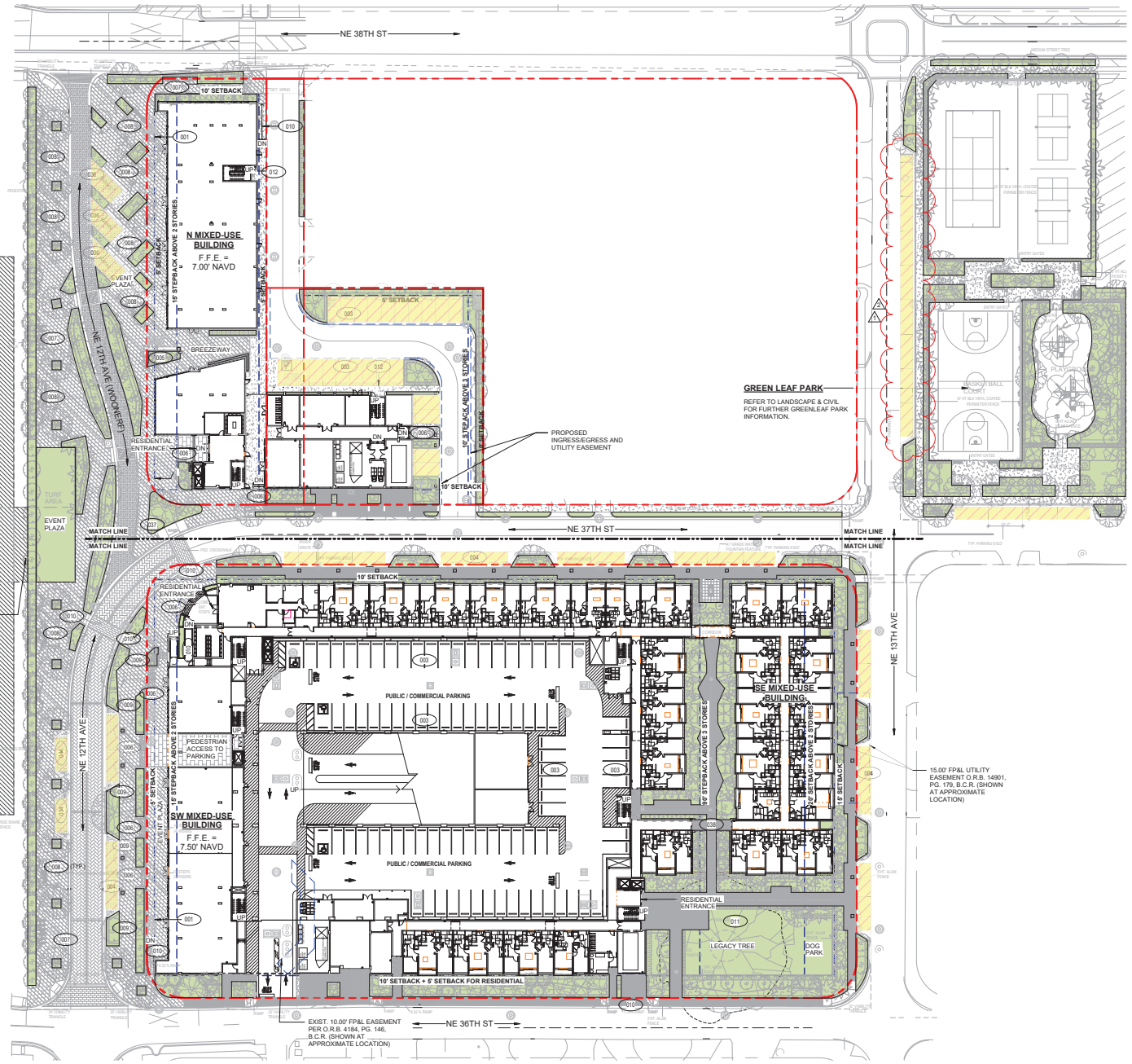
Kevin Dahm

Kevin Dahm
Parking Advisors
Principal

Parking Demand Projections (Exhibit 1)

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Daytime							
Residential							
Residential Units	311	311	311	311	311	311	311
Occupancy	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Occupied Units (1)	295.0	295.0	295.0	295.0	295.0	295.0	295.0
Parking Ratio Per Unit	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Residential Parkers	295	295	295	295	295	295	295
Attendance Rate	50%	50%	50%	50%	50%	85%	85%
Parking Spaces Used (1)	**148**	**148**	**148**	**148**	**148**	**251**	**251**
Retail							
Retail Square Feet	20,700	20,700	20,700	20,700	20,700	20,700	20,700
Occupancy	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Occupied Units (1)	19,665	19,665	19,665	19,665	19,665	19,665	19,665
Peak Daytime Parking Ratio Per 1,000 sf	1.5	1.5	1.5	1.5	1.5	2.0	2.0
Parking Spaces Used (1)	**29**	**29**	**29**	**29**	**29**	**39**	**39**
Total Parking Spaces Used	**177**	**177**	**177**	**177**	**177**	**290**	**290**
Evening							
Residential							
Residential Units	311	311	311	311	311	311	311
Occupancy	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Occupied Units (1)	295.0	295.0	295.0	295.0	295.0	295.0	295.0
Parking Ratio Per Unit	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Residential Parkers	295	295	295	295	295	295	295
Attendance Rate	80%	80%	80%	80%	80%	80%	80%
Parking Spaces Used (1)	**236**	**236**	**236**	**236**	**236**	**236**	**236**
Retail							
Retail Square Feet	20,700	20,700	20,700	20,700	20,700	20,700	20,700
Occupancy	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Occupied Units (1)	19,665	19,665	19,665	19,665	19,665	19,665	19,665
Peak Daytime Parking Ratio Per 1,000 sf	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Parking Spaces Used (1)	**59**	**59**	**59**	**59**	**59**	**59**	**59**
Total Parking Spaces Used	**295**	**295**	**295**	**295**	**295**	**295**	**295**
Overnight							
Residential							
Residential Units	311	311	311	311	311	311	311
Occupancy	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Occupied Units (1)	295.0	295.0	295.0	295.0	295.0	295.0	295.0
Parking Ratio Per Unit	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Residential Parkers	295	295	295	295	295	295	295
Attendance Rate	100%	100%	100%	100%	100%	100%	100%
Parking Spaces Used (1)	**295**	**295**	**295**	**295**	**295**	**295**	**295**
Retail							
Retail Square Feet	20,700	20,700	20,700	20,700	20,700	20,700	20,700
Occupancy	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Occupied Units (1)	19,665	19,665	19,665	19,665	19,665	19,665	19,665
Peak Daytime Parking Ratio Per 1,000 sf	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Parking Spaces Used (1)	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Total Parking Spaces Used	**295**	**295**	**295**	**295**	**295**	**295**	**295**

(1) Rounded to the nearest whole figure



ARCHITECTURAL SITE PLAN 1/32" = 1'-0" (1)

GENERAL SITE PLAN NOTES

1. OWNER OF PARCELS INCLUDED IN THIS SITE PLAN IS CITY OF OAKLAND PARK.
2. THE PROPOSED PROJECT IS A MIXED-USE PROJECT CONSISTING OF 6 STORY BUILDINGS, 310 MULTIFAMILY UNITS AND 20,700 SF OF COMMERCIAL USES.
3. FFE OF 0'-0" IN THESE PLANS REFERS TO CIVIL ELEVATION XX.XX' NAVD OR XX.XX' NGVD.
4. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
5. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
6. DO NOT SCALE DIMENSIONS FROM DRAWINGS, ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
7. REFER TO CIVIL AND LANDSCAPE DWGS FOR ALL INFORMATION REGARDING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO PAVING, GRADING, SITE DRAINAGE, PLANTINGS ECT.

KEYNOTE LEGEND

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION

NUMBER	DESCRIPTION
001	LINE OF CANOPY ABOVE.
003	90 DEGREE PARKING STALL WITH 4 INCH WIDE PAINTED STRIPING.
004	9 X 23 PARKING, PARALLEL PARKING STALL WITH 4 INCH WIDE PAINTED STRIPING.
005	PLANTER WITH INTEGRAL SEATING. REFER TO LANDSCAPE FOR FURTHER INFORMATION.
006	CONCRETE STEPS WITH SLIP RESISTANT FINISH. REFER TO LANDSCAPING FOR FURTHER INFORMATION.
007	BICYCLE RACKS. REFER TO LANDSCAPING FOR FURTHER INFORMATION.
008	SHADE STRUCTURE. REFER TO LANDSCAPING FOR FURTHER INFORMATION.
009	PLANTER RAISED AND/OR FLUSH WITH ADJACENT PAVEMENT. REFER TO LANDSCAPING FOR FURTHER INFORMATION.
010	ADA COMPLIANT RAMP (MAX. 1:12 SLOPE) WITH TACTILE FINISH AND PAINTED METAL HANDRAILS AS REQ'D. PROVIDE 60" DEEP (MIN.) LEVEL LANDING WITH SLOPES NO GREATER THAN 1:48 IN ALL DIRECTIONS.
011	6 FEET HIGH MIN. DECORATIVE, PAINTED, ALUMINUM FENCE AND GATES.
012	CONT. CONCRETE SERVICE APRON WITH GUARD RAILS AS REQ 'D.
034	RIDE SHARE PARKING.
036	PUBLIC FOOD TRUCK PARKING.
037	PUBLIC ART. FINAL LOCATION AND ARTISTIC FORM TO BE DETERMINED.
038	DECORATIVE METAL GATE WITH ACCESS CONTROLS WITH PAINTED FINISH.
044	LOADING PARKING

CLIENT
HORIZON OAKLAND PARK, LLC
1 TOWN CENTER ROAD
BOCA RATON, FL 33486

ARCHITECT
PGAL
791 Park of Commerce BLVD.
SUITE 400
BOCA RATON, FL 33487
T 561 988 4002
F 561 988 3002
Q.A. Lic. No. AR94498
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DRAWING HISTORY

№	DATE	DESCRIPTION
A	11/05/2024	DESIGN DEVELOPMENT
B	02/21/2025	50% CONST. DOC.
C	06/03/2025	CONST. DOCUMENTS
D	06/20/2025	BUILDING PERMIT
1	06/30/2026	P&Z PARKING
2	07/31/2026	PARKING DECK REMOVAL

PROJECT NAME
HORIZON OF OAKLAND PARK

PROJECT LOCATION
3650 NE 12th AVENUE. OAKLAND PARK, FL. 33334

PROJECT STATUS
BUILDING PERMIT

DATE OF ISSUE
06/20/2025

PGAL PROJECT NUMBER
1006879

SHEET TITLE
SITE PLAN

SHEET NUMBER
A1.03

FILE NAME: Autodesk Docs://1006879 - Horizon of Oakland Park/1006879 - Horizon of Oakland Park - ARCH - North Building.rvt
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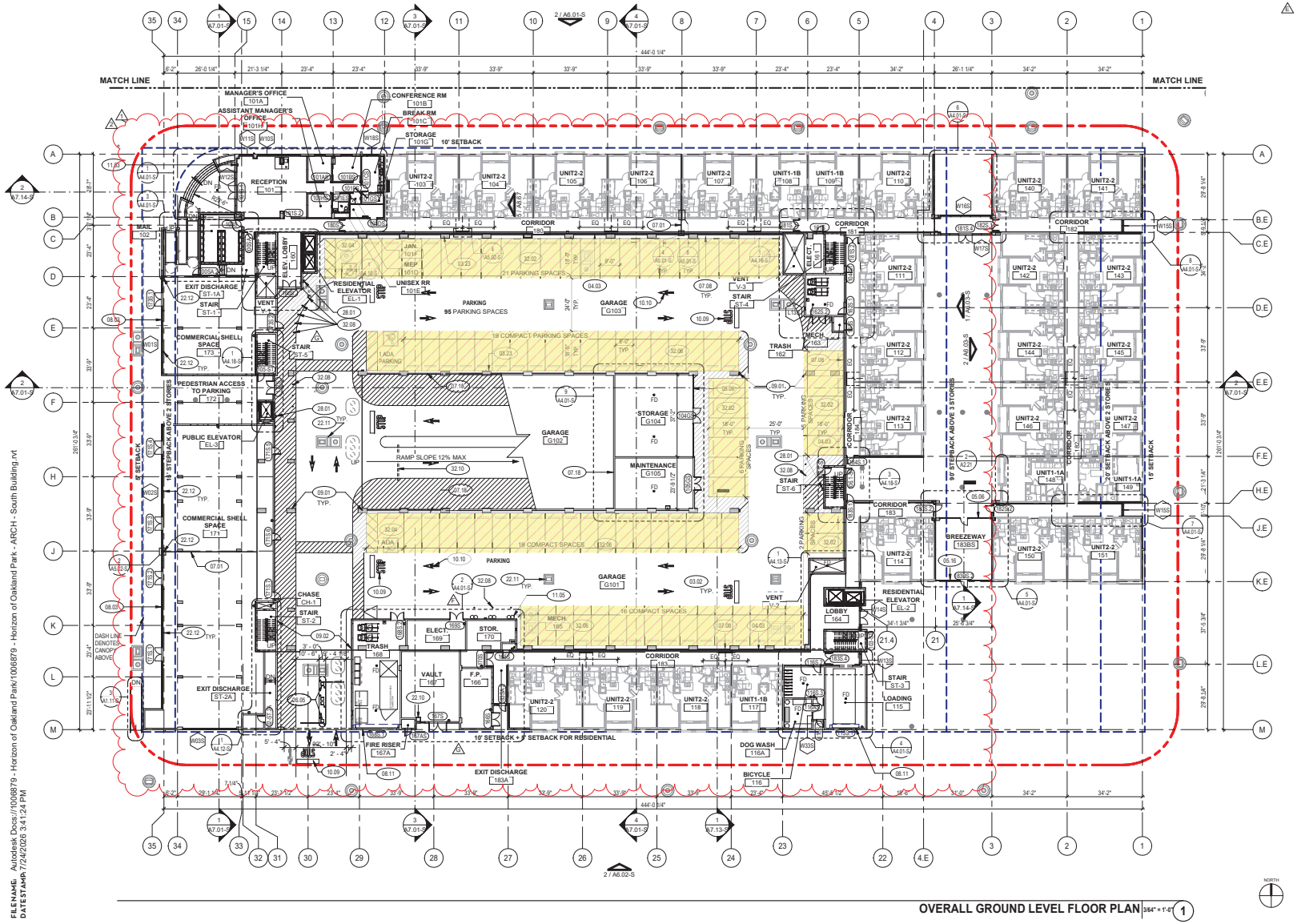


OVERALL GROUND LEVEL FLOOR PLAN 3/64" = 1'-0" (1)

FILENAME: Autodesk Docs://1006879 - Horizon of Oakland Park/1006879 - Horizon of Oakland Park - ARCH - South Building.rvt
DATESTAMP: 7/24/2026 3:41:24 PM

OVERALL PLAN NOTES

1. ROOM AND DOOR REFERENCE NUMBERS ARE FOR CONSTRUCTION COORDINATION ONLY. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ROOM & DOOR IDENTIFICATION.
2. DO NOT SCALE DIMENSIONS FROM DRAWINGS. ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
3. ALL DIMENSIONS ARE TO FACE OF STUD, GRID LINES AND FACE OF MASONRY INFILL WALL U.N.O.
4. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
5. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
6. REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION.
7. ALL SHAFTS PENETRATING SLAB SHALL BE RATED 2HR.
8. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WOOD SHALL BE FIRE RETARDANT TREATED (F.R.T.).
9. PROVIDE IN-WALL REINFORCEMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.
10. PARKING GARAGE WALLS & CEILING TO BE PAINTED A LIGHT COLOR.
11. COLD-APPLIED WATERPROOFING WITH PROTECTION COURSE AT WALLS UNDER B.F.E. AND RETAINING WALLS.
12. WHERE CONCRETE WALLS SEPARATE CONDITIONED AND UNCONDITIONED SPACES, PROVIDE A MINIMUM OF R-6.5 CONTINUOUS INSULATION USING RIGID BOARD INSULATION. ALL EDGES, PENETRATIONS, AND TRANSITIONS MUST BE THOROUGHLY SEALED TO MAINTAIN A CONTINUOUS AIR BARRIER.

PLAN GRAPHICS LEGEND

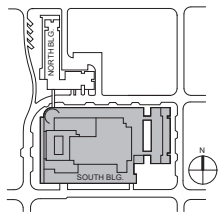
		INDICATES 1/4" PER FOOT SLOPE TO DRAIN AT ROOF
RD		INDICATED SCHEDULED ROOF DRAIN. 1/4" SLOPE TO DRAIN TYP.
PD		INDICATED SCHEDULED PLANTER DRAIN. SLOPE TO DRAIN TYP.
FD		INDICATED SCHEDULED FLOOR DRAIN. SLOPE TO DRAIN TYP.
FD-AS		INDICATED SCHEDULED FLOOR DRAIN WITH ANGLE STRAINER. SLOPE TO DRAIN TYP.
	TD	INDICATED SCHEDULED TRENCH DRAIN. SLOPE TO DRAIN TYP.
	LD	INDICATED SCHEDULED LINEAR DRAIN. SLOPE TO DRAIN TYP.
O.S.		PAINTED PRE-CAST OVERFLOW SCUPPER WITH INTEGRATED SHEET METAL THRU-WALL SCUPPER

KEYNOTE LEGEND

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION

NUMBER	DESCRIPTION
03.02	4" MIN. CONCRETE REINFORCED SLAB ON GRADE. REFER TO STRUCTURAL PLANS
03.23	CONCRETE COLUMN. REFER TO STRUCTURAL PLANS
04.03	CMU CRASH WALL WITH DOUBLE BOND BEAM. REFER TO STRUCTURAL TYPICAL DETAILS & STEEL REINFORCEMENT.
05.06	10 FT. HEIGHT ALUMINUM VERTICAL PICKETS FENCE WITH LOCKABLE GATE. GATE TO HAVE CARD READER.
05.16	5 FT. HEIGHT ALUMINUM VERTICAL PICKETS FENCE WITH LOCKABLE GATE. GATE TO HAVE CARD READER. REFER TO LANDSCAPE DRAWINGS.
07.01	EXPANSION JOINT. REFER TO SCHEDULED EXPANSION JOINT DETAILS. REFER TO STRUCTURAL. INSTALL TO MAINTAIN SCHEDULED UL RATING.
07.08	EXPANSION JOINT INTEGRATED WITH LOW CONCRETE CURB AND WATERPROOFING. REFER TO WATERPROOFING DETAILS. TYPICAL AT LEVELS 1-4.
07.18	FLUID-APPLIED ELASTOMERIC WATERPROOFING MEMBRANE BACKFILLED WALLS ASSEMBLY
08.03	STOREFRONT, IMPACT RESISTANT, LAMINATED GLASS IN PVDF FTD. ALUMINUM FRAME. GLASS AND FRAME SHALL MEET ALL CODES AND PRODUCT APP. STEEL FRAMING AS REQUIRED TO SUPPORT SELECTED MFG'S NOA REQUIREMENTS. ALL STEEL FRAMMING SHALL BE CLADDED IN ALUMINUM TO MATCH ADJACENT FINISHES (TYP.).
08.11	OVERHEAD COILING DOOR. REFER TO ELECTRICAL FOR FURTHER INFORMATION.
09.01	CONC. COLUMN WITH 48" HIGH PAINTED YELLOW GALV. CORNER GUARDS, TYP. ALL GARAGE AREAS
09.02	CMU/CONC. WALL OR COLUMN WITH PAINTED STUCCO ON PARKING SIDE OF WALL. ALL VISIBLE SIDES FROM PARKING GARAGE SHALL BE PAINTED STUCCO. TYP.
10.09	PT. SOLID WHITE, 2'-0" x 10'-0" STOP BAR W/ 1'-4" x 4'-0" PT. WHITE "STOP" LETTERS. TYP. AT ALL DRIVEWAY INTERSECTION. REFER TO SHEET A0.54-S FOR PAVEMENT MARKING DETAILS.
10.10	7'-0" x 2'-6" SOLID WHITE DIRECTIONAL ARROW W/2" BLACK OUTLINE. REFER TO SHEET A0.54-S FOR PAVEMENT MARKING DETAILS. FINAL LOCATION TO BE DETERMINED
11.03	AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) AND STOP THE BLEED KIT (SBK) SHALL BE LOCATED IN PLAIN VIEW OF THE PRIMARY PUBLIC ENTRANCE OF THE ELEVATOR WITH UNOBSTRUCTED VIEWS IN THE FIRST-FLOOR LOBBY
11.05	GAS METERS. REFER TO PLUMBING FOR FURTHER INFO.
22.10	24" x 24" x 16"D SUMP PIT WITH REMOVABLE GRATE
22.11	BASIN OR DRAINAGE WELL. AS INDICATED IN CIVIL/PLUMBING
22.12	PIPING FOR RETAIL CONCRETE CANTILEVER. REFER TO PLUMBING FOR STORM DRAINAGE CONNECTION
26.05	AUTOMATED BARRIER GATE AND ACCESS CONTROL. REFER TO ELECTRICAL FOR FURTHER INFORMATION.
28.01	EMERGENCY CALL BOX
32.02	4" WIDE SOLID WHITE STRIPING. TYP. FOR ALL 9'X18' STANDARD PARKING STALLS
32.04	HC. ACCESSIBLE SPACE WITH PAINTED HC. EMBLEM AND 5 '-0" WD. LOADING ZONE WITH 4" WD. BLUE STRIPING AT 45 DEGREES AND 36" O.C. PROVIDE HC. SIGN. TYP.
32.06	4" WIDE SOLID WHITE STRIPING. TYP. FOR ALL 8'X18' COMPACT PARKING STALLS
32.08	6" DIA STEEL TUBING FILLED WITH CONCRETE PAINTED WITH SAFETY YELLOW, SPACED EVERY 5 FT O.C.
32.10	7'-6" CLEARANCE BAR. SIGN. REFER TO SIGNAGE DETAILS

KEY PLAN



CLIENT
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1 TOWN CENTER ROAD
BOCA RATON, FL 33486

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DRAWING HISTORY

№	DATE	DESCRIPTION
A	11/05/2024	DESIGN DEVELOPMENT
B	02/21/2025	50% CONST. DOC.
C	06/03/2025	CONST. DOCUMENTS
D	06/20/2025	BUILDING PERMIT
E	07/31/2025	CHANGE OF PLAN
F	10/22/2025	RD 2 BLDG PERMIT RESP
G	02/04/2026	OWNER VE CHANGES
1	06/30/2026	ORC PARKING REDUCT
2	07/31/2026	PARKING DECK REMOVAL

PROJECT NAME
HORIZON OF OAKLAND PARK SOUTH BUILDING

PROJECT LOCATION
3650 NE 12th AVENUE
OAKLAND PARK, FL. 33334

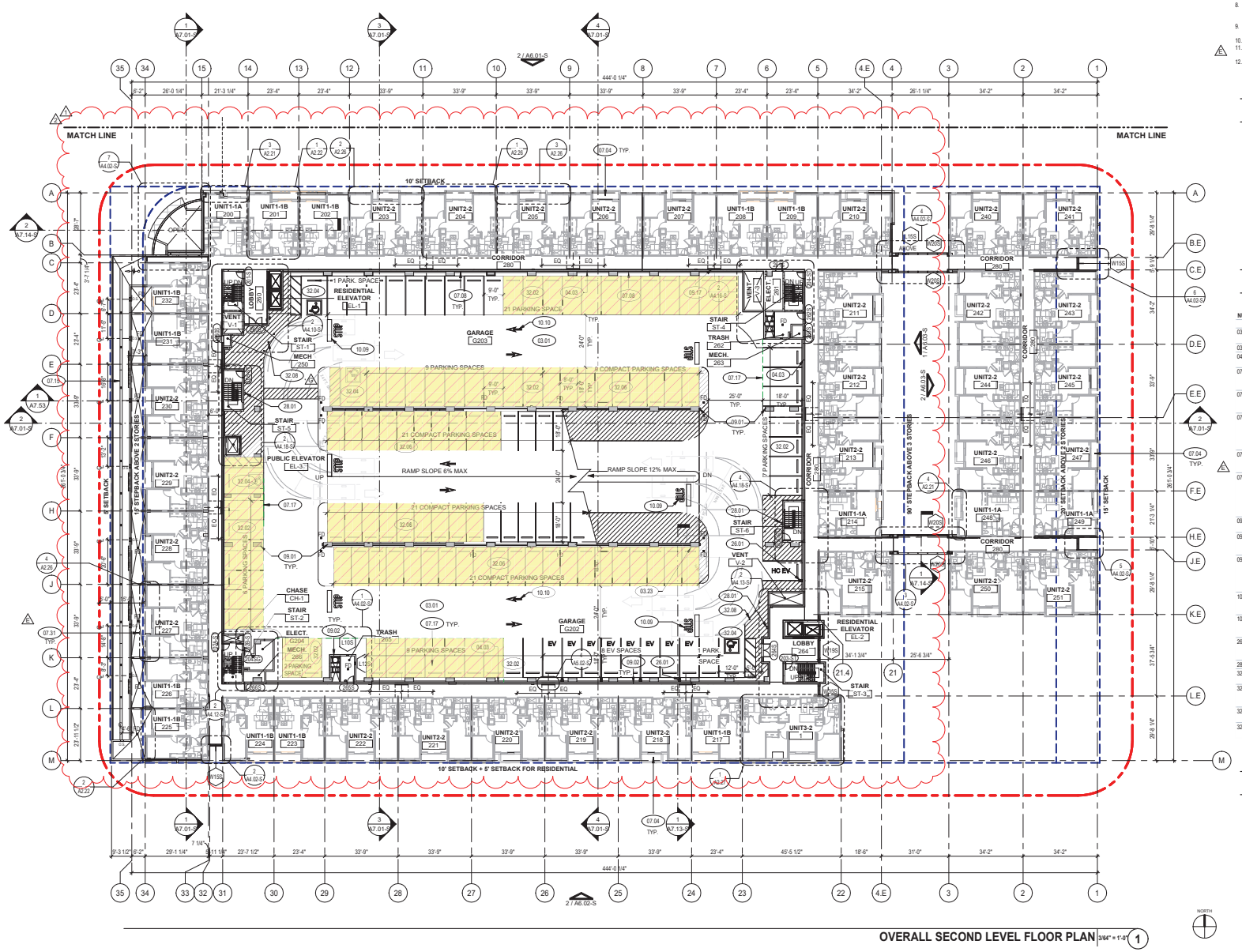
PROJECT STATUS
BUILDING PERMIT

DATE OF ISSUE
06/20/2025

PGAL PROJECT NUMBER
1006879

SHEET TITLE
OVERALL GROUND LEVEL FLOOR PLAN

SHEET NUMBER
A2.01-S



OVERALL SECOND LEVEL FLOOR PLAN 3/64" = 1'-0" (1)

OVERALL PLAN NOTES

1. ROOM AND DOOR REFERENCE NUMBERS ARE FOR CONSTRUCTION COORDINATION ONLY. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ROOM & DOOR IDENTIFICATION.
2. DO NOT SCALE DIMENSIONS FROM DRAWINGS. ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
3. ALL DIMENSIONS ARE TO FACE OF STUD, GRID LINES AND FACE OF MASONRY INFILL WALL U.N.O.
4. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
5. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
6. REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION.
7. ALL SHAFTS PENETRATING SLAB SHALL BE RATED 2HR.
8. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WOOD SHALL BE FIRE RETARDANT TREATED (F.R.T).
9. PROVIDE IN-WALL REINFORCEMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.
10. PARKING GARAGE WALLS & CEILING TO BE PAINTED A LIGHT COLOR.
11. COLD-APPLIED WATERPROOFING WITH PROTECTION COURSE AT WALLS UNDER B.F.E. AND RETAINING WALLS.
12. WHERE CONCRETE WALLS SEPARATE CONDITIONED AND UNCONDITIONED SPACES, PROVIDE A MINIMUM OF R-6.5 CONTINUOUS INSULATION USING RIGID BOARD INSULATION. ALL EDGES, PENETRATIONS, AND TRANSITIONS MUST BE THOROUGHLY SEALED TO MAINTAIN A CONTINUOUS AIR BARRIER.

PLAN GRAPHICS LEGEND

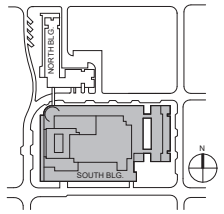
	INDICATES 1/4" PER FOOT SLOPE TO DRAIN AT ROOF
RD	INDICATED SCHEDULED ROOF DRAIN. 1/4" SLOPE TO DRAIN TYP.
PD	INDICATED SCHEDULED PLANTER DRAIN. SLOPE TO DRAIN TYP.
FD	INDICATED SCHEDULED FLOOR DRAIN. SLOPE TO DRAIN TYP.
FD-AS	INDICATED SCHEDULED FLOOR DRAIN WITH ANGLE STRAINER. SLOPE TO DRAIN TYP.
TD	INDICATED SCHEDULED TRENCH DRAIN. SLOPE TO DRAIN TYP.
LD	INDICATED SCHEDULED LINEAR DRAIN. SLOPE TO DRAIN TYP.
O.S.	PAINTED PRE-CAST OVERFLOW SCUPPER WITH INTEGRATED SHEET METAL THRU-WALL SCUPPER

KEYNOTE LEGEND

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION

NUMBER	DESCRIPTION
03.01	STRUCTURAL SLAB ON GRADE WITH MEDIUM BROOM FIN. THROUGHOUT GARAGE
03.23	CONCRETE COLUMN. REFER TO STRUCTURAL PLANS.
04.03	CMU CRASH WALL WITH DOUBLE BOND BEAM. REFER TO STRUCTURAL TYPICAL DETAILS & STEEL REINFORCEMENT
07.04	FLUID APPLIED PEDESTRIAN COATING AND WATERPROOFING SYSTEM WITH 2 COATS OF MSUP PRIMER. TYPICAL FOR ALL RESIDENTIAL BALCONIES. TREMCO VULKEM 350NF/351/351 OR APPROVED EQUAL.
07.08	EXPANSION JOINT INTEGRATED WITH LOW CONCRETE CURB AND WATERPROOFING. REFER TO WATERPROOFING DETAILS. TYPICAL AT LEVELS 1-4.
07.15	PEDESTRIAN TRAFFIC COATING SYSTEM OVER 2 COATS OF MSUP PRIMER. TREMCO VULKEM 350NF/351/351 OR APPROVED EQUAL WITH POLYURETHANE METHACRYLATE (PUMA) TECHNOLOGY. PROVIDE TEXTURED SURFACES FOR PEDESTRIAN TRAFFIC WITH WEAR AND SLIP RESISTANCE AT WALKABLE SURFACES.
07.17	TREMCO VULKEM 350NF/346/346 HD VEHICULAR TRAFFIC DECK COATING WITH 2 COATS OF MSUP PRIMER OVER OCCUPIED SPACES AND PARKING DECK EXPOSED TO ABOVE.
07.31	PAVERTILE SPLIT OVER SLAB ASSEMBLY POLYMER-MODIFIED THINSET AND CONCRETE TOPPING SLAB SLOPED TO DRAIN. CONCRETE TOPPING TO BE CAST OVER SCHEDULED DRAINAGE MAT FLUID-APPLIED WATERPROOFING MEMBRANE. SLOPE CONCRETE TOPPING SLAB @ 1/4" PER FOOT. TOPPING SLAB SHALL BE STRUCTURALLY DESIGNED TO MINIMIZE CRACKING
09.01	CONC. COLUMN WITH 48" HIGH PAINTED YELLOW GALV. CORNER GUARDS, TYP. ALL GARAGE AREAS.
09.02	CMU/CONC. WALL OR COLUMN WITH PAINTED STUCCO ON PARKING SIDE OF WALL. ALL VISIBLE SIDES FROM PARKING GARAGE SHALL BE PAINTED STUCCO. TYP.
09.17	ACCENT ARCHITECTURAL PORTAL WITH INTEGRATED DOWNLIGHTING. PROVIDE A 4.5° SLIMP-OUT FROM THE TYPICAL CORRIDOR DRYWALL FINISH; PORTAL TO BE 6'-0" LONG X CORRIDOR WIDTH. FRAME BOTH WALLS AND CEILINGS WITH METAL STUDS. DRY WALL FINISHES TO BE AS INDICATED IN THE INTERIOR DESIGN DRAWINGS.
10.09	PT. SOLID WHITE, 2'-0" x 10'-0" STOP BAR W/ 1'-4" x 4'-0" PT. WHITE "STOP" LETTERS. TYP. AT ALL DRIVEWAY INTERSECTION. REFER TO SHEET A0.54-S FOR PAVEMENT MARKING DETAILS.
10.10	7'-0" x 2'-6" SOLID WHITE DIRECTIONAL ARROW W/2" BLACK OUTLINE. REFER TO SHEET A0.54-S FOR PAVEMENT MARKING DETAILS. FINAL LOCATION TO BE DETERMINED.
26.01	DUAL MOUNT PEDESTAL ELECTRIC VEHICLE CHARGING STATION. REFER TO ELECTRICAL PLANS. PROVIDE ADA ACCESSIBLE CHARGING STATION AT HCEV PARKING SPACES.
28.01	EMERGENCY CALL BOX
32.02	4" WIDE SOLID WHITE STRIPING. TYP. FOR ALL 9'X18' STANDARD PARKING STALLS.
32.04	HC. ACCESSIBLE SPACE WITH PAINTED HC. EMBLEM AND 5 '-0" WD. LOADING ZONE WITH 4" WD. BLUE STRIPING AT 45 DEGREES AND 30" O.C. PROVIDE HC. SIGN. TYP.
32.06	4" WIDE SOLID WHITE STRIPING. TYP. FOR ALL 8'X18' COMPACT PARKING STALLS
32.08	6" DIA STEEL TUBING FILLED WITH CONCRETE PAINTED WITH SAFETY YELLOW, SPACED EVERY 5 FT O.C.

KEY PLAN



CLIENT
HORIZON OAKLAND PARK, LLC
1 TOWN CENTER ROAD
BOCA RATON, FL 33486

ARCHITECT
PGAL
791 Park of Commerce BLVD.
SUITE 400
BOCA RATON, FL 33487
T 561 988 4002
F 561 988 3002
Q.A. Lic. No. AR94498
www.pgal.com

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DRAWING HISTORY

№	DATE	DESCRIPTION
A	11/05/2024	DESIGN DEVELOPMENT
B	02/21/2025	50% CONST. DOC.
C	06/03/2025	CONST. DOCUMENTS
D	06/20/2025	BUILDING PERMIT
E	07/31/2025	CHANGE OF PLAN
F	10/22/2025	RD 2 BLDG PERMIT RESP
G	02/04/2026	OWNER VE CHANGES
1	06/30/2026	ORC PARKING REDUCT
2	07/31/2026	PARKING DECK REMOVAL

PROJECT NAME
HORIZON OF OAKLAND PARK SOUTH BUILDING

PROJECT LOCATION
3650 NE 12th AVENUE
OAKLAND PARK, FL.
33334

PROJECT STATUS
BUILDING PERMIT

DATE OF ISSUE
06/20/2025

PGAL PROJECT NUMBER
1006879

SHEET TITLE
OVERALL SECOND LEVEL FLOOR PLAN

SHEET NUMBER
A2.02-S

FILENAME: Autodesk Docs://1006879 - Horizon of Oakland Park/1006879 - Horizon of Oakland Park - ARCH - South Building.rvt
DATESTAMP: 7/24/2026 3:42:03 PM

AMENDED

PARKING FACILITY AGREEMENT

THIS Amended and Restated Parking Facility Agreement is made this _____ day of _____, ~~2025~~2026, by HORIZON OAKLAND PARK, LLC, a Florida limited liability company, its successors and assigns (hereinafter referred to as "Developer"), whose mailing address is 1 Town Center Road, suite 600, Boca Raton, Florida 33486, and the City of Oakland Park, a Florida Municipal Corporation, its successors and assigns, whose mailing address is 1100 Park Lane East, Oakland Park, Florida 33334 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City has entered into a Purchase and Sale Agreement having an effective date of August 3, 2022, as further amended (collectively, the "Purchase Agreement"), pursuant to which Developer agreed to purchase from the City and the City agreed to sell to Developer certain parcels of land; and

WHEREAS, the City has entered into a Development Agreement dated August 3, 2022, as amended, as further amended, requiring that Developer and City enter into this Parking Facility Agreement setting forth the covenants and agreements more particularly set forth below; and

WHEREAS, the Developer intends to develop a parking garage and surface parking on a portion of the parcels of land purchased from the City, more fully depicted in Exhibit "A" attached hereto and incorporated herein (the "Schematic Parking Plan"); and

WHEREAS, pursuant to the Development Agreement, the Developer shall provide one-hundred ninety-five (195) parking spaces available for public use, 158 public parking spaces to be located within the Garage and Surface Lot Parking Facilities and 37 public parking spaces along the City's right of way, to be provided as part of the public amenities in conformance with the City Code and as approved by the City Commission; and

WHEREAS, on February 19, 2025, the Developer and the City entered into the Parking Facility Agreement ("Original Agreement"). The parties agree to amend the Original Agreement to provide additional conditions for the potential future parking needs; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the City to Developer, the adequacy and receipt of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following definitions apply to all sections of this Parking Facility Agreement:

a. **"City"** shall mean City of Oakland Park, a Florida Municipal Corporation and its successors and assigns.

b. **"Developer"** shall mean Horizon Oakland Park, LLC, a Florida Limited Liability Company.

d. "**PFA"** or "Agreement" means this Parking Facility Agreement.

e. **"Parking Parcels"** means the portion of the parcels of land purchased from the City, for which Developer intends to provide both surface and structured parking per the Development Agreement as depicted in Exhibit "A".

f. **"Garage and Surface Lot Parking Facilities"** means the Garage and Surface Lot parking spaces, and all related and appurtenant fixtures, equipment, walkways, driveways, sidewalks, landscaping, monitoring, control and tracking systems and signage, which shall be constructed by the Developer on the Parking Parcel(s) depicted in Exhibit "A". Parking Garage and Surface Lot Facilities definition shall not include the spaces constructed by the Developer located within the public right-of-way.

g. **"Available Public Parking Spaces"** means one-hundred ninety-five (195) publicly available parking spaces; of which approximately ~~136~~ 135 shall be within the parking structure and located in the South Building and ~~59~~ 60 exterior spaces, of which ~~22~~ 23 shall be surface parking spaces and 37 shall be located on the public right-of-way as shown on the Schematic Parking Plan Exhibit "A" which is attached hereto and made a part hereof, which the Developer is required to provide pursuant to the Development Agreement. The public shall have access to at least one-hundred ninety-five (195) parking spaces.

h. **"Site Plan"** is defined as the City approved site plan, as of the execution of this Agreement. The term "Site Plan" shall also include any site plan certified, and/or amended with the approval of the City subsequent to the execution of this Agreement.

i. **"Completion of Construction"** or "Complete Construction" is defined as the time at which the Garage and Surface Lot Parking Facilities and on-street parking has passed all governmental inspections, the Parking Spaces may be used for the parking of vehicles by the public as permitted in this PFA, the Garage and Surface Lot Parking Facilities and on-street parking have been constructed substantially in accordance with the Specifications, and the final certificates of occupancy have been issued for the Parking Garage Facility.

j. **"On-Street Parking"** means thirty-seven (37) publicly available spaces, and all related and appurtenant fixtures, equipment, walkways, driveways, sidewalks, landscaping, which shall be constructed by the Developer, along the public right of way as depicted in Exhibit "A". These parking spaces are owned by the City and any operational control remains with the City.

h. **"Commercial and Residential Parking Spaces"** means those spaces required under the Development Approval for the Project to support the residential and commercials uses for the Development.

i. "**Stacked Parking**": means parking spaces located within the structured parking garage that are created through the use of a mechanical or

automated vehicle lift system that vertically stacks vehicles to maximize parking capacity. Each parking space shall be considered an individual parking space, provided the lift system is designed and maintained to allow safe and operational access to each vehicle in accordance with the manufacturer's specifications and all applicable building codes, fire codes, and accessibility requirements.

II. Developer's Commencement and Completion of Construction of the Parking Garage Facility.

Developer, at its sole cost and expense, shall construct the Garage and Surface Lot Parking Facilities and On-Street Parking containing not less than ~~six hundred and forty-one (641)~~ five hundred and one (501) parking spaces pursuant to the Site Plan approved by the City. Developer shall diligently seek to obtain all necessary plans, permits, and approvals for the construction of the Garage and Surface Lot Parking Facilities and On-Street Parking in accordance therewith. The final certificates of occupancy for the Project shall not be issued unless and until the Developer completes construction of the Garage and Surface Lot Parking Facilities.

III. Availability of Parking Spaces.

1. Developer hereby agrees to make available to the public, access to at least one-hundred ninety-five (195) public parking spaces ("Available Spaces"), and does hereby grant, to the public a non-exclusive public vehicular and pedestrian ingress and egress easement, in, on, across, over, and through the Parking Garage Parcel, all as more particularly described in and subject to the covenants, terms and conditions stated in this PFA. To the extent where any provision, term, or condition conflicts with any other provision, term or condition of the Development Agreement, the Development Agreement will apply.

IV. Operation of Garage and Surface Lot Parking Facilities.

1. The construction of the Garage and Surface Lot Parking Facilities and On-Street Parking shall be borne by Developer or its designees. Upon Completion of Construction, Developer shall and acknowledges that it shall have responsibility for the operation and maintenance, repair, and replacement, of the Garage and Surface Lot Parking Facilities, subject to any future or existing leases or any rights it may have against others who may be responsible for any other costs, repairs or maintenance, in good condition and repair, and in compliance with all applicable governmental rules, laws, regulations and ordinances.

2. Prior to the issuance of a certificate of occupancy, Developer shall install a parking management system and parking signage to ensure public access to the Public Parking spaces in the Garage and Surface Lot Parking Facilities.

3. Developer shall have the right to place appropriate signage and markings inside or outside the Garage and Surface Lot Parking Facilities as permitted by and in accordance with governmental regulations, subject to the governmental approval process. Developer shall erect such signage as needed to protect the rights of its tenants, the public and the efficient operation of the Garage and Surface Lot Parking Facilities and may erect other signage in accordance with applicable governmental regulations, subject to the governmental approval process.

4. After the issuance of a certificate of occupancy for the Project, the Developer shall have the right to charge users/vehicles a fee ("Parking Fee") for utilization of the 158 public parking spaces in the Garage and Surface Lot Parking Facilities, this does not include the 37 exterior spaces located within the public right of way, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor under the following conditions:

a) For the initial 24 months following the issuance of a certificate of occupancy for the Garage and Surface Lot Parking Facilities, the Developer shall provide two hours of free parking on the 158 public parking spaces that will be located in the parking garage and surface lot. After the initial two hours of free parking, the Developer may charge the Parking fee, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor. Notwithstanding any of the foregoing, the 37 On-Street Parking spaces located within the public right of way shall remain as free parking subject to change only at the sole discretion of the City.

b) Developer and City recognize that overnight parking for non-residents in the structured and surface parking areas of the Development is undesirable and should be discouraged. Developer's parking management system or operations shall be implemented to ensure no public overnight parking between the hours of 1:00 am and 5:00 am. unless agreed to by both parties.

c) Upon the expiration of the initial 24 months following the issuance of a certificate of occupancy for the Garage and Surface Lot Parking Facilities, the Developer may charge the Parking Fee for the full duration of the parking, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor.

d) Upon exercising the Parking Fee provision for the Public Parking Spaces pursuant to Section 4, the Developer must also impose a parking

fee for the 42 Commercial Spaces within the Parking Facility. The Parking Fee charged for the Commercial Spaces shall be at the discretion of the Developer, except that at no time shall this fee be less than the fee charged for the Public Spaces.

e) Developer agrees that the City retains the right to require Developer to provide free parking on the Garage and Surface Lot Parking Facilities on select days to accommodate City events not to exceed fifteen (15) dates per calendar year and within the hours of said events. The City shall provide notice of the dates by June 1 of each year.

f) Developer shall be responsible to maintain public access to the Public Parking spaces within the Garage and Surface Lot Parking Facilities and contract with a duly licensed towing company to enforce the PublicParking spaces as identified in Exhibit A.

V. Monitoring and Enforcement of Public Parking

1. Monitoring of Public Parking

The City shall have the continuing right to monitor and police the one hundred ninety-five (195) Available Public Parking Spaces for the limited purpose of verifying compliance with this Agreement and confirming that such spaces remain available for public use as required herein. The Developer shall continuously maintain the one hundred ninety-five (195) Available Public Parking Spaces for public use in accordance with the terms of this Agreement.

2. Access

a) The Developer shall not unreasonably interfere with or obstruct the City's ability to observe, inspect, monitor, photograph, document, or otherwise verify the availability and utilization of the Available Public Parking Spaces, provided such activities are conducted in a manner that does not unreasonably interfere with the operation of the Project or the Developer's property rights.

b) The City and its authorized employees, agents, contractors, parking enforcement personnel, and law enforcement officers shall have reasonable access to the Parking Facility for these purposes, including the right to patrol, inspect, document parking utilization, and enforce applicable laws, ordinances, and this Agreement.

3. Enforcement

The City shall retain the authority to enforce all applicable laws and ordinances governing the Available Public Parking Spaces, including:

a) issuance of parking citations;

b) immobilization or booting of vehicles where authorized by law;

c) towing or removal of vehicles where authorized by law; and

d) any other lawful parking enforcement measures authorized by applicable law.

The Developer shall reasonably cooperate with the City in facilitating such enforcement activities and shall not take any action that materially impedes or prevents the City's lawful enforcement of the Available Public Parking Spaces.

4. Overnight Parking

a) Except as otherwise authorized in writing by the City, the Available Public Parking Spaces are intended solely for temporary public parking and shall not be used for overnight parking.

b) The Developer shall include and maintain appropriate signage prohibiting overnight parking within the Available Public Parking Spaces and shall reasonably cooperate with the City in enforcing such prohibition.

c) Nothing contained herein shall prohibit the City from enforcing such restriction through citations, immobilization, booting, towing, or any other enforcement method authorized by law.

5. Developer Operational Measures

Nothing contained herein shall prohibit the Developer, at its sole cost and expense, from implementing operational or physical parking management measures intended to improve parking efficiency within the Parking Facility, provided such measures do not reduce or interfere with the availability of the one hundred ninety-five (195) Available Public Parking Spaces required under this Agreement.

a) Such measures may include, without limitation:
b) valet operations;
c) parking management strategies;
d) installation of stacked parking systems;
e) parking guidance technologies; or
f) other operational or physical improvements reasonably intended to improve parking utilization.

Implementation of any such measures shall remain subject to all applicable governmental permits and approvals.

6. Developer Reserved Parking

Nothing contained herein shall be construed to limit the Developer's right to regulate, monitor, or enforce parking restrictions applicable to parking spaces within the Project that are not designated as Available Public Parking Spaces.

7. Insurance and Indemnification by City Enforcement Agents.

a. As a condition of exercising any right of access, monitoring, policing, or enforcement under this Section V, the City shall require each of its agents, contractors, vendors, parking enforcement providers, and any duly licensed towing company or other third party engaged to perform monitoring, enforcement, immobilization, booting, towing, or removal activities within the Parking Facility (each, an

"Enforcement Party") to procure and maintain, at no cost to the Developer, commercial general liability insurance, automobile liability insurance (including on-hook/garagekeepers coverage for any towing operator), and workers' compensation insurance in amounts and on terms reasonably satisfactory to the Developer and consistent with prevailing industry standards.

b. Each such policy (other than workers' compensation) shall name the Developer, and its members, managers, employees, and agents, as additional insureds with respect to the Enforcement Party's activities on the Parking Parcels, and shall be primary and non-contributory to any insurance maintained by the Developer. Prior to first entry upon the Parking Facility, and upon each renewal thereafter, the City shall cause each Enforcement Party to deliver to the Developer certificates of insurance and additional-insured endorsements evidencing such coverage.

c. To the fullest extent permitted by law, the City shall require each Enforcement Party (other than the City itself), by written contract, to indemnify, defend, and hold harmless the Developer, and its members, managers, employees, independent contractors, attorneys, and agents, and each of their respective successors and assigns, from and against any and all claims, expenses, damages, and liabilities of every kind and nature whatsoever, including without limitation reasonable attorneys' fees, court costs, and litigation expenses, arising out of, caused by, or related to such Enforcement Party's acts, omissions, negligence, or misconduct in connection with its monitoring, enforcement, or towing activities on or about the Parking Parcels.

d. Nothing in this Section V.7 shall be construed as a waiver by the City of its sovereign immunity or of the limitations on liability set forth in Section 768.28, Florida Statutes, as to the City itself; the obligations to provide insurance and indemnification under this Section shall be borne by the City's Enforcement Parties. This Section V.7 shall survive the termination of this Agreement.

VI. Indemnification by Developer.

1. Developer (and Developer's, successors, and assigns) shall indemnify, defend, and hold harmless the City and City's managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns, from and against any and all claims, expenses, damages and liabilities of every kind and nature whatsoever including, without limitation, reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to any acts of gross negligence or intentional misconduct by Developer or any of its employees, independent contractors, invitees, guests, or agents. This Section V. shall survive the termination of this agreement.

2. Indemnification by City. To the fullest extent permitted by law, and subject to the limitations set forth in Section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless the Developer, and its members, managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns,

from and against any and all claims, expenses, damages, and liabilities of every kind and nature whatsoever, including without limitation reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to any negligent or wrongful acts or omissions of the City or any of its employees, agents, contractors, parking enforcement personnel, or law enforcement officers in the exercise of the City's monitoring, policing, access, and enforcement rights under Section V of this Agreement or otherwise in connection with the City's activities on or about the Parking Parcels. Nothing herein shall be construed as a waiver by the City of its sovereign immunity or of the monetary limitations on liability set forth in Section 768.28, Florida Statutes, as may be amended from time to time. This Section VI.2 shall survive the termination of this Agreement.

VII. Default.

In the event of a default by either party hereunder which is not cured within ten (10) days after written notice to such party, then at any time thereafter prior to the cure of such default by party, the non-defaulting party shall have the right to proceed against the defaulting party in an action for specific performance of this Agreement and/or for damages based upon such default.

VIII. Miscellaneous.

1. All notices under this Agreement shall be mailed to the parties at the following respective addresses:

To Developer:

HORIZON OAKLAND PARK, LLC.
1 Town Center Road, suite 600, Boca Raton, Florida 33486
Attn: Alfonso Costa Jr.

~~With a Copy to:~~

To City: City Manager
City of Oakland Park

~~**Current address:** 1100 Park Lane East~~
~~Oakland Park, Florida 33334~~
~~**Future a**~~**Address:** 1100 Park Lane East
Oakland Park, Florida 33334

With a Copy to:
City of Oakland Park
City Attorney

3099 E. Commercial Blvd., S-200
Oakland Park, FL 33334

All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (a) when actually delivered and received personally, by messenger service, or by fax or telecopy delivery; (b) on the next business day after deposited to delivery in an overnight courier service such as Federal Express; or (c) three (3) business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the parties at the address above for the party(s) or to such other address as such party(s) may designate by written notice to the other party (s).

2. **Waiver of Trial by Jury. IT IS MUTUALLY AGREED BY AND BETWEEN CITY AND DEVELOPER THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF CITY AND DEVELOPER HEREUNDER, OR THE USE OF THE OVERALL PARCEL, OR BY ANY COURSE OF CONDUCT OR COURSE OF DEALING.**

3. Governmental Functions.

a. The parties agree that this Agreement shall not constitute a waiver of any portion of the City of Oakland Park's Code of Ordinances, Land Development Regulations, or any other applicable law, code, or regulation, and that the Tenant shall comply with all applicable statutes, codes, regulations, and ordinances that apply to the Developer's performance of its obligations pursuant to this Agreement.

b. To the extent approval or permission must be obtained from the City of Oakland Park, such approval or permission shall be granted or denied in accordance with applicable governmental regulations, rules, laws, and ordinances, and no person shall have any vested rights.

c. The City has not waived its sovereign immunity and the limits of tort liability set forth in F. S. §768.28(5), as may be amended from time to time. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28; and

d. Any action by City shall be without prejudice to, and shall not constitute a limit or impairment or waiver of, or otherwise affect the

City's right to exercise its discretion in connection with its governmental or quasi-governmental functions.

e. This Agreement and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the City, the Developer, or the public, as the case may be, and their respective heirs, successors and assigns, including, without limitation, all subsequent owners and/or tenants of the Parking Garage Parcel.

~~[This Space is Intentionally Blank]~~

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on this _____ day of _____, ~~2025~~2026.

ATTEST:

By:_____
City Clerk

CITY OF OAKLAND PARK, FLORIDA

By:_____
Name:
Title: Mayor
Date:_____

Approved as to Form:

By:_____
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ___ online notarization or ___ physical presence by , as Mayor of the City of Oakland Park, Florida, on behalf of the City, who ___ is personally known to me or ___ provided a Florida driver's license as identification.

.

Given under my hand and seal this _____ day of _____, ~~2025~~2026.

_____
Notary Public

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

HORIZON OAKLAND PARK, LLC. a Florida limited liability company

By:_____

Print: _____

Its: Manager

Date:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ___ online notarization or ___ physical presence by _____, as Manager of Horizon Oakland Park, LLC, a Florida limited liability company, on behalf of the company, who ___ is personally known to me or ___ provided a Florida driver's license as identification.

.

Given under my hand and seal this _____ day of _____, ~~2025~~2026.

_____
Notary Public

EXHIBIT A
SCHEMATIC PARKING PLAN

AMENDED

PARKING FACILITY AGREEMENT

THIS Amended and Restated Parking Facility Agreement is made this _____ day of _____, 2026, by HORIZON OAKLAND PARK, LLC, a Florida limited liability company, its successors and assigns (hereinafter referred to as "Developer"), whose mailing address is 1 Town Center Road, suite 600, Boca Raton, Florida 33486, and the City of Oakland Park, a Florida Municipal Corporation, its successors and assigns, whose mailing address is 1100 Park Lane East, Oakland Park, Florida 33334 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City has entered into a Purchase and Sale Agreement having an effective date of August 3, 2022, as further amended (collectively, the "Purchase Agreement"), pursuant to which Developer agreed to purchase from the City and the City agreed to sell to Developer certain parcels of land; and

WHEREAS, the City has entered into a Development Agreement dated August 3, 2022, as amended, as further amended, requiring that Developer and City enter into this Parking Facility Agreement setting forth the covenants and agreements more particularly set forth below; and

WHEREAS, the Developer intends to develop a parking garage and surface parking on a portion of the parcels of land purchased from the City, more fully depicted in Exhibit "A" attached hereto and incorporated herein (the "Schematic Parking Plan"); and

WHEREAS, pursuant to the Development Agreement, the Developer shall provide one-hundred ninety-five (195) parking spaces available for public use, 158 public parking spaces to be located within the Garage and Surface Lot Parking Facilities and 37 public parking spaces along the City's right of way, to be provided as part of the public amenities in conformance with the City Code and as approved by the City Commission; and

WHEREAS, on February 19, 2025, the Developer and the City entered into the Parking Facility Agreement ("Original Agreement"). The parties agree to amend the Original Agreement to provide additional conditions for the potential future parking needs; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the City to Developer, the adequacy and receipt of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following definitions apply to all sections of this Parking Facility Agreement:

a. **"City"** shall mean City of Oakland Park, a Florida Municipal Corporation and its successors and assigns.

b. **"Developer"** shall mean Horizon Oakland Park, LLC, a Florida Limited Liability Company.

d. "**PFA"** or "Agreement" means this Parking Facility Agreement.

e. **"Parking Parcels"** means the portion of the parcels of land purchased from the City, for which Developer intends to provide both surface and structured parking per the Development Agreement as depicted in Exhibit "A".

f. **"Garage and Surface Lot Parking Facilities"** means the Garage and Surface Lot parking spaces, and all related and appurtenant fixtures, equipment, walkways, driveways, sidewalks, landscaping, monitoring, control and tracking systems and signage, which shall be constructed by the Developer on the Parking Parcel(s) depicted in Exhibit "A". Parking Garage and Surface Lot Facilities definition shall not include the spaces constructed by the Developer located within the public right-of-way.

g. **"Available Public Parking Spaces"** means one-hundred ninety-five (195) publicly available parking spaces; of which approximately 135 shall be within the parking structure and located in the South Building and 60 exterior spaces, of which 23 shall be surface parking spaces and 37 shall be located on the public right-of-way as shown on the Schematic Parking Plan Exhibit "A" which is attached hereto and made a part hereof, which the Developer is required to provide pursuant to the Development Agreement. The public shall have access to at least one-hundred ninety-five (195) parking spaces.

h. **"Site Plan"** is defined as the City approved site plan, as of the execution of this Agreement. The term "Site Plan" shall also include any site plan certified, and/or amended with the approval of the City subsequent to the execution of this Agreement.

i. **"Completion of Construction"** or "Complete Construction" is defined as the time at which the Garage and Surface Lot Parking Facilities and on-street parking has passed all governmental inspections, the Parking Spaces may be used for the parking of vehicles by the public as permitted in this PFA, the Garage and Surface Lot Parking Facilities and on-street parking have been constructed substantially in accordance with the Specifications, and the final certificates of occupancy have been issued for the Parking Garage Facility.

j. **"On-Street Parking"** means thirty-seven (37) publicly available spaces, and all related and appurtenant fixtures, equipment, walkways, driveways, sidewalks, landscaping, which shall be constructed by the Developer, along the public right of way as depicted in Exhibit "A". These parking spaces are owned by the City and any operational control remains with the City.

h. **"Commercial and Residential Parking Spaces"** means those spaces required under the Development Approval for the Project to support the residential and commercials uses for the Development.

i. "**Stacked Parking**" means parking spaces located within the structured parking garage that are created through the use of a mechanical or

automated vehicle lift system that vertically stacks vehicles to maximize parking capacity. Each parking space shall be considered an individual parking space, provided the lift system is designed and maintained to allow safe and operational access to each vehicle in accordance with the manufacturer's specifications and all applicable building codes, fire codes, and accessibility requirements.

II. Developer's Commencement and Completion of Construction of the Parking Garage Facility.

Developer, at its sole cost and expense, shall construct the Garage and Surface Lot Parking Facilities and On-Street Parking containing not less than five hundred and one (501) parking spaces pursuant to the Site Plan approved by the City. Developer shall diligently seek to obtain all necessary plans, permits, and approvals for the construction of the Garage and Surface Lot Parking Facilities and On-Street Parking in accordance therewith. The final certificates of occupancy for the Project shall not be issued unless and until the Developer completes construction of the Garage and Surface Lot Parking Facilities.

III. Availability of Parking Spaces.

1. Developer hereby agrees to make available to the public, access to at least one-hundred ninety-five (195) public parking spaces ("Available Spaces"), and does hereby grant, to the public a non-exclusive public vehicular and pedestrian ingress and egress easement, in, on, across, over, and through the Parking Garage Parcel, all as more particularly described in and subject to the covenants, terms and conditions stated in this PFA. To the extent where any provision, term, or condition conflicts with any other provision, term or condition of the Development Agreement, the Development Agreement will apply.

IV. Operation of Garage and Surface Lot Parking Facilities.

1. The construction of the Garage and Surface Lot Parking Facilities and On-Street Parking shall be borne by Developer or its designees. Upon Completion of Construction, Developer shall and acknowledges that it shall have responsibility for the operation and maintenance, repair, and replacement, of the Garage and Surface Lot Parking Facilities, subject to any future or existing leases or any rights it may have against others who may be responsible for any other costs, repairs or maintenance, in good condition and repair, and in compliance with all applicable governmental rules, laws, regulations and ordinances.

2. Prior to the issuance of a certificate of occupancy, Developer shall install a parking management system and parking signage to ensure public access to the Public Parking spaces in the Garage and Surface Lot Parking Facilities.

3. Developer shall have the right to place appropriate signage and markings inside or outside the Garage and Surface Lot Parking Facilities as permitted by and in accordance with governmental regulations, subject to the governmental approval process. Developer shall erect such signage as needed to protect the rights of its tenants, the public and the efficient operation of the Garage and Surface Lot Parking Facilities and may erect other signage in accordance with applicable governmental regulations, subject to the governmental approval process.

4. After the issuance of a certificate of occupancy for the Project, the Developer shall have the right to charge users/vehicles a fee ("Parking Fee") for utilization of the 158 public parking spaces in the Garage and Surface Lot Parking Facilities, this does not include the 37 exterior spaces located within the public right of way, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor under the following conditions:

a) For the initial 24 months following the issuance of a certificate of occupancy for the Garage and Surface Lot Parking Facilities, the Developer shall provide two hours of free parking on the 158 public parking spaces that will be located in the parking garage and surface lot. After the initial two hours of free parking, the Developer may charge the Parking fee, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor. Notwithstanding any of the foregoing, the 37 On-Street Parking spaces located within the public right of way shall remain as free parking subject to change only at the sole discretion of the City.

b) Developer and City recognize that overnight parking for non-residents in the structured and surface parking areas of the Development is undesirable and should be discouraged. Developer's parking management system or operations shall be implemented to ensure no public overnight parking between the hours of 1:00 am and 5:00 am. unless agreed to by both parties.

c) Upon the expiration of the initial 24 months following the issuance of a certificate of occupancy for the Garage and Surface Lot Parking Facilities, the Developer may charge the Parking Fee for the full duration of the parking, in an amount not to exceed the amount charged for public parking at the nearest public parking garage located contiguous to a train station to Oakland Park on the FEC rail corridor.

d) Upon exercising the Parking Fee provision for the Public Parking Spaces pursuant to Section 4, the Developer must also impose a parking

fee for the 42 Commercial Spaces within the Parking Facility. The Parking Fee charged for the Commercial Spaces shall be at the discretion of the Developer, except that at no time shall this fee be less than the fee charged for the Public Spaces.

e) Developer agrees that the City retains the right to require Developer to provide free parking on the Garage and Surface Lot Parking Facilities on select days to accommodate City events not to exceed fifteen (15) dates per calendar year and within the hours of said events. The City shall provide notice of the dates by June 1 of each year. Developer shall be responsible to maintain public access to the Public Parking spaces within the Garage and Surface Lot Parking Facilities and contract with a duly licensed towing company to enforce the PublicParking spaces as identified in Exhibit A.

V. Monitoring and Enforcement of Public Parking

1. Monitoring of Public Parking

The City shall have the continuing right to monitor and police the one hundred ninety-five (195) Available Public Parking Spaces for the limited purpose of verifying compliance with this Agreement and confirming that such spaces remain available for public use as required herein. The Developer shall continuously maintain the one hundred ninety-five (195) Available Public Parking Spaces for public use in accordance with the terms of this Agreement.

2. Access

a) The Developer shall not unreasonably interfere with or obstruct the City's ability to observe, inspect, monitor, photograph, document, or otherwise verify the availability and utilization of the Available Public Parking Spaces, provided such activities are conducted in a manner that does not unreasonably interfere with the operation of the Project or the Developer's property rights.

b) The City and its authorized employees, agents, contractors, parking enforcement personnel, and law enforcement officers shall have reasonable access to the Parking Facility for these purposes, including the right to patrol, inspect, document parking utilization, and enforce applicable laws, ordinances, and this Agreement.

3. Enforcement

The City shall retain the authority to enforce all applicable laws and ordinances governing the Available Public Parking Spaces, including:

a) issuance of parking citations;
b) immobilization or booting of vehicles where authorized by law;
c) towing or removal of vehicles where authorized by law; and
d) any other lawful parking enforcement measures authorized by applicable law.

The Developer shall reasonably cooperate with the City in facilitating such enforcement activities and shall not take any action that materially impedes or prevents the City's lawful enforcement of the Available Public Parking Spaces.

4. Overnight Parking

a) Except as otherwise authorized in writing by the City, the Available Public Parking Spaces are intended solely for temporary public parking and shall not be used for overnight parking.
b) The Developer shall include and maintain appropriate signage prohibiting overnight parking within the Available Public Parking Spaces and shall reasonably cooperate with the City in enforcing such prohibition.
c) Nothing contained herein shall prohibit the City from enforcing such restriction through citations, immobilization, booting, towing, or any other enforcement method authorized by law.

5. Developer Operational Measures

Nothing contained herein shall prohibit the Developer, at its sole cost and expense, from implementing operational or physical parking management measures intended to improve parking efficiency within the Parking Facility, provided such measures do not reduce or interfere with the availability of the one hundred ninety-five (195) Available Public Parking Spaces required under this Agreement.

a) Such measures may include, without limitation:
b) valet operations;
c) parking management strategies;
d) installation of stacked parking systems;
e) parking guidance technologies; or
f) other operational or physical improvements reasonably intended to improve parking utilization.

Implementation of any such measures shall remain subject to all applicable governmental permits and approvals.

6. Developer Reserved Parking

Nothing contained herein shall be construed to limit the Developer's right to regulate, monitor, or enforce parking restrictions applicable to parking spaces within the Project that are not designated as Available Public Parking Spaces.

7. Insurance and Indemnification by City Enforcement Agents.

a. As a condition of exercising any right of access, monitoring, policing, or enforcement under this Section V, the City shall require each of its agents, contractors, vendors, parking enforcement providers, and any duly licensed towing company or other third party engaged to perform monitoring, enforcement, immobilization, booting, towing, or removal activities within the Parking Facility (each, an

"Enforcement Party") to procure and maintain, at no cost to the Developer, commercial general liability insurance, automobile liability insurance (including on-hook/garage keepers coverage for any towing operator), and workers' compensation insurance in amounts and on terms reasonably satisfactory to the Developer and consistent with prevailing industry standards.

b. Each such policy (other than workers' compensation) shall name the Developer, and its members, managers, employees, and agents, as additional insureds with respect to the Enforcement Party's activities on the Parking Parcels, and shall be primary and non-contributory to any insurance maintained by the Developer. Prior to first entry upon the Parking Facility, and upon each renewal thereafter, the City shall cause each Enforcement Party to deliver to the Developer certificates of insurance and additional-insured endorsements evidencing such coverage.

c. To the fullest extent permitted by law, the City shall require each Enforcement Party (other than the City itself), by written contract, to indemnify, defend, and hold harmless the Developer, and its members, managers, employees, independent contractors, attorneys, and agents, and each of their respective successors and assigns, from and against any and all claims, expenses, damages, and liabilities of every kind and nature whatsoever, including without limitation reasonable attorneys' fees, court costs, and litigation expenses, arising out of, caused by, or related to such Enforcement Party's acts, omissions, negligence, or misconduct in connection with its monitoring, enforcement, or towing activities on or about the Parking Parcels.

d. Nothing in this Section V.7 shall be construed as a waiver by the City of its sovereign immunity or of the limitations on liability set forth in Section 768.28, Florida Statutes, as to the City itself; the obligations to provide insurance and indemnification under this Section shall be borne by the City's Enforcement Parties. This Section V.7 shall survive the termination of this Agreement.

VI. Indemnification by Developer.

1. Developer (and Developer's, successors, and assigns) shall indemnify, defend, and hold harmless the City and City's managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns, from and against any and all claims, expenses, damages and liabilities of every kind and nature whatsoever including, without limitation, reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to any acts of gross negligence or intentional misconduct by Developer or any of its employees, independent contractors, invitees, guests, or agents. This Section V. shall survive the termination of this agreement.

2. Indemnification by City. To the fullest extent permitted by law, and subject to the limitations set forth in Section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless the Developer, and its members, managers, employees, independent contractors, attorneys, and agents, and each of their respective heirs, representatives, successors and assigns, from and against any and all claims, expenses, damages, and liabilities of every kind and nature

whatsoever, including without limitation reasonable attorneys' fees, court costs, litigation expenses, and penalties, arising out of, caused by, or related to any negligent or wrongful acts or omissions of the City or any of its employees, agents, contractors, parking enforcement personnel, or law enforcement officers in the exercise of the City's monitoring, policing, access, and enforcement rights under Section V of this Agreement or otherwise in connection with the City's activities on or about the Parking Parcels. Nothing herein shall be construed as a waiver by the City of its sovereign immunity or of the monetary limitations on liability set forth in Section 768.28, Florida Statutes, as may be amended from time to time. This Section VI.2 shall survive the termination of this Agreement.

VII. Default.

In the event of a default by either party hereunder which is not cured within ten (10) days after written notice to such party, then at any time thereafter prior to the cure of such default by party, the non-defaulting party shall have the right to proceed against the defaulting party in an action for specific performance of this Agreement and/or for damages based upon such default.

VIII. Miscellaneous.

1. All notices under this Agreement shall be mailed to the parties at the following respective addresses:

To Developer:

HORIZON OAKLAND PARK, LLC.
1 Town Center Road, suite 600, Boca Raton, Florida 33486
Attn: Alfonso Costa Jr.

To City:

City Manager
City of Oakland Park

Address: 1100 Park Lane East
Oakland Park, Florida 33334

With a Copy to:
City of Oakland Park
City Attorney
3099 E. Commercial Blvd., S-200
Oakland Park, FL 33334

All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (a) when actually delivered and received personally, by messenger service, or by fax or telecopy delivery; (b) on the next business day after deposited to delivery in an overnight courier service such as Federal Express; or (c) three (3) business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the parties at the address above for the party(s) or to such other address as such party(s) may designate by written notice to the other party (s).

2. **Waiver of Trial by Jury. IT IS MUTUALLY AGREED BY AND BETWEEN CITY AND DEVELOPER THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF CITY AND DEVELOPER HEREUNDER, OR THE USE OF THE OVERALL PARCEL, OR BY ANY COURSE OF CONDUCT OR COURSE OF DEALING.**

3. Governmental Functions.

a. The parties agree that this Agreement shall not constitute a waiver of any portion of the City of Oakland Park's Code of Ordinances, Land Development Regulations, or any other applicable law, code, or regulation, and that the Tenant shall comply with all applicable statutes, codes, regulations, and ordinances that apply to the Developer's performance of its obligations pursuant to this Agreement.

b. To the extent approval or permission must be obtained from the City of Oakland Park, such approval or permission shall be granted or denied in accordance with applicable governmental regulations, rules, laws, and ordinances, and no person shall have any vested rights.

c. The City has not waived its sovereign immunity and the limits of tort liability set forth in F. S. §768.28(5), as may be amended from time to time. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28; and

d. Any action by City shall be without prejudice to, and shall not constitute a limit or impairment or waiver of, or otherwise affect the City's right to exercise its discretion in connection with its governmental or quasi-governmental functions.

e. This Agreement and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the City, the Developer, or the public, as the case may be, and their respective heirs, successors and assigns, including, without limitation, all subsequent owners and/or tenants of the Parking Garage Parcel.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on this _____ day of _____, 2026.

ATTEST:

By:_____
City Clerk

CITY OF OAKLAND PARK, FLORIDA

By:_____
Name:
Title: Mayor
Date:_____

Approved as to Form:

By:_____
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ___ online notarization or ___ physical presence by , as Mayor of the City of Oakland Park, Florida, on behalf of the City, who ___ is personally known to me or ___ provided a Florida driver's license as identification.

Given under my hand and seal this _____ day of _____, 2026.

_____
Notary Public

WITNESSES:

Print Name: Shannon Goodraw

Olga P. Davis

Print Name: OLGA P. DAVIS

HORIZON OAKLAND PARK, LLC. a Florida limited liability company

By: _____

Print: Alfonso Costa Jr

Its: Manager

Date: 7/29/26

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ___ online notarization or ✓ physical presence by Alfonso Costa, as Manager of Horizon Oakland Park, LLC, a Florida limited liability company, on behalf of the company, who ✓ is personally known to me or NA provided a Florida driver's license as identification.

Given under my hand and seal this 29 day of July, 2026.

Notary Public

OMAR KIEM
Notary Public - State of Florida
Commission # HH 710065
My Comm. Expires Oct 13, 2029
Bonded through National Notary Assn.

EXHIBIT A
SCHEMATIC PARKING PLAN

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 20.

MEETING DATE: 8/5/2026

PREPARED BY:	Ana Alvarez Chief Planning Officer Sierra Marrero Assistant City Manager	**DEPARTMENT HEAD APPROVAL:**	CITY MANAGER

SUBJECT:
Resolution of Support Authorizing City Staff to Negotiate the Potential Acquisition of Real Property from the State of Florida, Department of Commerce, and Authorizing Procurement of Due Diligence Professional Services.

1. BACKGROUND/HISTORY

Issue Statement: The State of Florida, Department of Commerce ("Department") owns nine (9) parcels totaling approximately five (5) acres along West Oakland Park Boulevard, a portion of which is currently occupied by CareerSource Broward's workforce services office. The site is located within the City's emerging westside corridor and has been identified by City staff as a long sought after strategic opportunity to reposition an underutilized public asset into a catalyst for long-term economic growth and community investment through a public-private partnership (P3).

City staff have engaged in preliminary discussions with the Department regarding a potential acquisition of the nine (9) parcels, identified below:

Group 1 Parcels (currently listed by Savills-Tampa):
- 4942 29 29 0010 (2530 W Oakland Park Blvd)
- 4942 29 29 0020 (2550 W Oakland Park Blvd)
- 4942 29 29 0030 (2600 W Oakland Park Blvd)

Group 2 Parcels (additional parcels owned by the Department, west of Group 1):
- 4942 29 29 0031 (W Oakland Park Blvd)
- 4942 29 29 0040 (2610 W Oakland Park Blvd)
- 4942 29 33 0010 (2626 W Oakland Park Blvd)
- 4942 29 33 0020 (2680 W Oakland Park Blvd)
- 4942 29 33 0021 (NW 27 Ave)
- 4942 29 33 0030 (2690 W Oakland Park Blvd)

The Department has executed the attached Letter of Intent reflecting preliminary business

terms and indicating their preliminary agreement with the business terms included in Term sheet, which are attached to this Agenda Item Report for the City Commission's review.
Recommended Action: The City Commission adopt a Resolution of Support Authorizing the City Manager to negotiate the potential acquisition of real property from the State of Florida, Department of Commerce, and authorizing the City Manager to procure and execute agreements for due diligence professional services necessary to evaluate the potential acquisition of the Property, which may individually exceed the $25,000 purchasing threshold.

2. CURRENT ACTIVITY

The proposed Letter of Intent and Term Sheet outline the following preliminary terms, which remain subject to negotiation, appraisal, and City Commission approval of a definitive Purchase and Sale Agreement:

- **Purchase Price:** $6,200,000 for all nine (9) parcels, inclusive of any Broker's fee;
- **Due Diligence:** A sixty (60) day inspection period during which the City may conduct title review, environmental assessments, surveys, and other necessary due diligence, with the right to terminate during this period;
- **Earnest Money Deposit**: A deposit equal to three percent (3%) of the purchase price, to be held in escrow;
- **Closing Costs:** Title update, title insurance, documentary stamps, and closing agent fees to be paid by the City.
- **Closing Deadline:** On or before December 18, 2026, contingent upon City Commission approval;
- **CareerSource Broward Continuity:**
  - The City will enter into a lease with CareerSource Broward for its existing office space at current rental rates for a maximum of eighteen (18) month after closing on an "as-is" basis, including all maintenance, repairs and operational expenses.
  - The City can provide a potential longer-term relocation option for CareerSource at the City-owned property located at 5399 N. Dixie Hwy (approximately 10,690 SF with 70 dedicated parking spaces) should the agency not find another suitable location.
- **Financial Feasibility Contingency:** The City's obligation to close remains contingent upon its continued determination that the proposed redevelopment remains economically feasible and consistent with the City's public redevelopment objectives.

If approved by the City Commission, City Staff will proceed with the negotiation of a definitive Purchase and Sale Agreement which would be presented to the City Commission for separate consideration and approval prior to execution.

In order to complete the due diligence necessary to evaluate the potential acquisition of the properties while negotiations are underway, the City will need to obtain professional services, including, but not limited to, boundary and topographic surveys, environmental

site assessments, title and related due diligence reports.

Due to the size and complexity of the properties, the cost of one or more of these professional services may individually exceed the $25,000 purchasing threshold established by the City's Purchasing Code. Accordingly, staff is further requesting that the City Commission authorize the procurement of these due diligence professional services and the expenditure of funds necessary to complete the due diligence process prior to presentation of a Purchase and Sale Agreement for the City Commission's consideration.

3. FINANCIAL IMPACT

There is no obligation to purchase the property through this action. However, if authorized by the City Commission, the City may incur due diligence costs, including appraisal, environmental assessment, survey, title, legal, and other related professional services necessary to evaluate the proposed acquisition. These costs may individually exceed $25,000 and will be funded from available appropriations within the professional services account of Engineering and Community Development Department.

Any acquisition of the property will require separate City Commission approval, including approval of a definitive Purchase and Sale Agreement and an ordinance authorizing the acquisition, subject to two readings. The proposed acquisition is anticipated to be financed through a loan, which will also require separate City Commission approval by ordinance, subject to two readings.

4. RECOMMENDATION

The City Commission adopt a Resolution of Support Authorizing the City Manager to negotiate the potential acquisition of real property from the State of Florida, Department of Commerce, and authorizing the City Manager to procure and execute agreements for due diligence professional services necessary to evaluate the potential acquisition of the Property, which may individually exceed the $25,000 purchasing threshold.

ATTACHMENTS:

Resolution
Florida Commerce Parcels
Letter of Intent
Term Sheet

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE POTENTIAL ACQUISITION OF REAL PROPERTY FROM THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE, AND AUTHORIZING THE CITY MANAGER TO PROCURE AND EXECUTE AGREEMENTS FOR DUE DILIGENCE PROFESSIONAL SERVICES NECESSARY TO EVALUATE THE POTENTIAL ACQUISITION OF THE PROPERTY, WHICH MAY INDIVIDUALLY EXCEED THE $25,000.00 PURCHASING THRESHOLD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the City Manager to negotiate the potential acquisition of real property from the State of Florida, Department of Commerce, and authorizing the City Manager to procure and execute agreements for due diligence professional services necessary to evaluate the potential acquisition of the Property, which may individually exceed the $25,000.00 purchasing threshold.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the City Manager to negotiate the potential acquisition of real property from the State of Florida, Department of Commerce, and authorizing the City Manager to procure and execute agreements for due diligence professional services necessary to evaluate the potential acquisition of the Property, which may individually exceed the $25,000.00 purchasing threshold.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of August, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

FLORIDA COMMERCE PARCELS



	Parcel No	Lot Size	Parcel Address
1	4942 29 29 0010	28,903	2530 West Okalnd Park Blvd
2	4942 29 29 0020	40,586	2550 West Oakland Park Blvd
3	4942 29 29 0030	15,148	2600 West Oakland Park Blvd
4	4942 29 29 0031	6,618	West Oakland Park Blvd
5	4942 29 29 0040	17,165	2610 West Oakland Park Blvd
6	4942 29 33 0010	64,718	2626 West Oakland Park Blvd
7	4942 29 33 0020	6,893	2680 West Oakland Park Blvd
8	4942 29 33 0021	4,560	NW 27 Ave
9	4942 29 33 0030	30,993	2690 West Oakland Park Blvd
	Total Sq Ft	**215,584**	
	Total Acres	**4.95**	

July 29, 2026

ATTENTION: Andrew Collins, Chief Operating Officer
Florida Department of Commerce
107 East Madison Street
Tallahassee, FL 32399

Dear Mr. Collins:

The City of Oakland Park ("City") is interested in purchasing your nine (9) parcels located along West Oakland Park Boulevard as detailed below (collectively, the "Property"):

Group 1 Parcels:
4942 29 29 0010 (2530 W Oakland Park Blvd)
4942 29 29 0020 (2550 W Oakland Park Blvd)
4942 29 29 0030 (2600 W Oakland Park Blvd)

Group 2 Parcels:
4942 29 29 0031 (W Oakland Park Blvd)
4942 29 29 0040 (2610 W Oakland Park Blvd)
4942 29 33 0010 (2626 W Oakland Park Blvd)
4942 29 33 0020 (2680 W Oakland Park Blvd)
4942 29 33 0021 (NW 27 Ave)
4942 29 33 0030 (2690 W Oakland Park Blvd)

This letter represents the proposed terms for purchasing the Property for potential public-private partnership (P3) and municipal redevelopment uses:

1. Purchase of the Property and Price. The Seller agrees to convey the Property to the City for a total purchase price of $6,200,000 for all nine (9) parcels, which includes any Broker's fee. The purchase price is subject to an independent appraisal in accordance with Section 166.045, Florida Statutes, which shall be commissioned within fifteen (15) days of the execution of this term sheet.

2. In the event the terms as proposed in this Letter of Intent are in concept acceptable to both the City and the Department, then in that event, the City will prepare a Purchase and Sale Agreement with the following terms.

a) Earnest Money Deposit. The City shall pay a deposit representing 3% of the total sale price as Earnest Money, to be held in escrow with Goren, Cherof, Doody & Ezrol, P.A., within fifteen (15) days of full execution of the Purchase and Sale Agreement. The Earnest Money shall be refundable in the event of the Purchase and Sale Agreement is terminated prior to the expiration of the Inspection Period.
b) Due Diligence Period. The City shall have a sixty (60) day inspection period during which it may conduct title review, environmental assessments, surveys, and other necessary reviews. The City retains the right to terminate the Purchase and Sale Agreement prior to the expiration of the Due Diligence Period.

3. Closing Costs. Update the Title, Title Insurance, documentary stamps, if any, and closing agent fees shall be paid by the City.

4. CareerSource Broward Tenancy. The City will enter into an amended lease agreement or a new lease with CareerSource Broward for its current location at existing rental rates for a maximum "continuity period" of eighteen (18) months post-closing, on an "as-is" basis with operational costs, repairs, insurance, utilities, security, property taxes (if applicable) and maintenance expenses borne by CareerSource. Longer-term occupancy options (including space at 5399 N. Dixie Hwy or potential space within the redeveloped site) will be evaluated in good faith.

5. Financial Feasibility Contingency. The City's obligation to close shall be contingent upon its continued determination that the proposed redevelopment of the Property remains economically feasible and consistent with the City's public redevelopment objectives. Upon review of applicable laws, incentive programs, regulatory actions, property tax amendments, or other material circumstances that adversely affect economic feasibility, the City reserves the right to renegotiate the purchase price or terminate the Purchase and Sale Agreement without further obligation.

6. Closing Deadline. Closing shall occur on or before December 18, 2026.

7. Conditions of Closing. Closing shall be conditioned upon the City Commission’s approval of the Purchase and Sale Agreement.

8. Title. Title to the Property shall be free and clear of all liens.

9. Non-Binding. This Letter is intended to be non-binding on either party and is merely an expression of the parties' interest in entering into a transaction, including the potential business terms upon which they may do so. There shall be no binding agreement between the parties unless and until both parties have executed and delivered a definitive, binding Purchase and Sale Agreement for the Property in compliance with the City Code.

If the foregoing terms and conditions are satisfactory to you, we request that you execute a copy of this letter in the appropriate space provided below and return a signed, dated copy to us by Friday, July 31, 2026.

We welcome any feedback or questions and remain immediately available to provide any required clarifications. Thank you.

Sincerely,

By: _____
David Hebert
City Manager

Date: 7/27/26

AGREED TO AND ACCEPTED:

Florida Department of Commerce

_____

Name/Title: _____

Date: _____

Oakland Park Commerce Property
Public-Private Partnership
Proposed Term Sheet and Issues for Discussion

PROJECT OVERVIEW:

The City of Oakland Park respectfully encourages the Florida Department of Commerce to consider supporting a transformative public-private partnership (P3) centered on the approximately 5-acre state-owned Agency for Workforce Innovation site within Oakland Park's emerging westside corridor. This opportunity provides a framework through which the State, City, and private sector can collaboratively reposition an underutilized public asset into a catalyst for long-term economic growth and community investment.

As part of this concept, the City would enter into a Purchase and Sale Agreement with The Department of Commerce to acquire nine (9) parcels located along West Oakland Park Boulevard as listed below.

The term sheet below is offered for discussion:

	Term	Notes
Group1 Parcels:	(1) 4942 29 29 0010 - 2530 W Oakland Park Blvd (2) 4942 29 29 0020 -2550 W Oakland Park Blvd (3) 4942 29 29 0030- 2600 W Oakland Park Blvd	*Properties currently listed by Savills-Tampa*.
Group 2 Parcels:	(4) 4942 29 29 0031- W Oakland Park Blvd (5) 4942 29 29 0040- 2610 W Oakland Park Blvd (6) 4942 29 33 0010- 2626 W Oakland Park Blvd (7) 4942 29 33 0020- 2680 W Oakland Park Blvd (8) 4942 29 33 0021- NW 27 Ave (9) 4942 29 33 0030- 2690 W Oakland Park Blvd	*Additional parcels owned by Department of Commerce west of Group 1 Parcels*.
Purchase Price:	Purchase Price of $6,2000,000 for all nine (9) parcels. The purchase price includes any Broker's fee.	*Subject to independent appraisal in accordance with FS 166.045, which shall be commissioned within 15 days of the execution of the term sheet*.
Due Diligence Period	60-day inspection period during which the City may conduct title review, environmental assessment, survey, etc. The City retains the right to terminate the purchase and sale agreement for any reason prior to the expiration of the Inspection Period	
Closing Deadline:	On or before December 18, 2026	

Earnest Money Deposit	City shall pay a deposit representing 3% of the total sale price as Earnest Money to be held in escrow with Goren, Cherof, Doody, and Ezrol, P.A., within 15 days of full execution of the Purchase and Sale Agreement. Earnest Money shall be refundable in the event of a finding of material defect during due diligence period.	
Closing Costs	Title Insurance, doc stamps, and closing agent fees shall be paid by the City.	
Career Source Broward Provisions	a) The City will enter into a lease agreement with CareerSource Broward for its current location. The Lease Agreement will honor the current rental rates for the Career Source Broward offices, for a maximum period of 18 months after closing on the property. The location shall be provided on a "as-is" basis, CareerSource assumes financial responsibility for all operational costs and supplies, repairs, insurance, utilities, security, property taxes (if applicable) and maintenance. b) During the 18- month continuity period the City will work with CareerSource Broward to evaluate suitable occupancy opportunities and rental structures that meet the needs of CareerSource operations; c) One potential option for longer term tenancy for CareerSource Broward is City owned property located at 5399 N. Dixie Hwy. This location has approximately 10,690 SF and 70 dedicated parking spaces should CareerSource wish to pursue this option the city proposes the following essential terms for occupancy of the 5399 location: • Term: Five (5) years from commencement at a rate of $18 SF NNN (billed annually), with opportunity to extend at the end of the term. • Annual base rent will increase on each anniversary of the commencement date by 1% over	For the purposes of this term sheet: "**Continuity Period"** means the period commencing on the closing of West Oakland Park Parcels and continuing for so long as CareerSource Broward is permitted to occupy its existing office space.

	Consumer Price index (CPI), not to exceed 4%. If redevelopment concepts are achieved on the west Oakland Park Blvd site, discussions will occur with prospective development partners. The City will communicate CareerSource Broward's operational needs and space requirements in the event it is in the mutual interest of both CareerSource Broward and the site developer for CareerSource Broward to relocate back to the development.	
Developer Solicitation Milestone	The City shall implement a strategy modeled after prior successful redevelopment efforts to determine the development proposal in the best interest of the City and the developer. The process will likely include: solicitation of prequalified development teams, selection of a preferred partner, expedited negotiations, and execution of a development agreement.	
Financial Feasibility Contingency Clause	The City's obligation to close shall be contingent upon its continued determination that the proposed redevelopment of the Property remains economically feasible and consistent with the City's public redevelopment objectives. In the event of changes to applicable federal or state laws, incentive programs, regulatory actions, property tax amendments, or other material circumstances that adversely affect the economic feasibility of the proposed redevelopment, the City reserves the right to renegotiate the sales price or terminate the Purchase and Sale Agreement without further obligation.	

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 21.

MEETING DATE: 8/5/2026

PREPARED BY:	City Clerk's office	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT:
City Commission Discussion Item Request
Neighborhood Participation Meetings - Commissioner Budhoo

1. BACKGROUND/HISTORY

Issue Statement: On February 4, 2026, Commissioner Budhoo requested and received consensus for a discussion item regarding Neighborhood Participation meetings. Commissioner Budhoo deferred discussion until a future meeting.

Recommended Action: City Commission Discussion

In accordance with Rules of Procedure Resolution, the following process applies:

1. Topics for discussion items are provided to the City Clerk's office via the City Manager's Office.
2. The discussion item will be placed on the next available agenda consistent with submission deadlines. Commissioner can provide backup materials.
3. Commission vote "Yes" or "No" to discuss topic.
4. **Discuss topic at a subsequent agenda with staff input.**
5. Action – Commission direction if warranted.

This item is at step 4. Discuss topic at a subsequent agenda with staff input.

2. CURRENT ACTIVITY

As part of this discussion, staff will provide an overview of the current Neighborhood Participation Meeting process. The staff presentation will also include suggestions and feedback provided by the community during the May 26, 2026 NPM Community Listening Session.

3. FINANCIAL IMPACT

Not Applicable

4. RECOMMENDATION

City Commission discussion

ATTACHMENTS:

Discussion Request Form
Discussion Memorandum
NPM Report

City Commission Discussion Item Request Form

Date: 1-16-2026

Commissioner: Fitz Budhoo

Discussion Item Title: Discussion on Neighborhood Participation Meetings.

Additional Information: *(optional)* _____

Please attach any additional information you would like submitted with your request.

City Commission Discussion Item Process:

1. Topics for discussion items are provided to the City Clerk's office via the City Manager's office
2. The item will be placed on the next available agenda consistent with submission deadlines.
3. Commission votes "Yes" or "no: to discuss topic
4. Manager staff will work with Commissioner to schedule the discussion
5. Commission discussion

Please submit this form to the City Manager's office for an agenda item to be considered for discussion on a future agenda.

Rules of Procedure Resolution R-2022-148

CITY OF OAKLAND PARK

MEMORANDUM

DATE:	July 21, 2017	**17-CC-006**
TO:	Mayor and City Commission	
VIA:	David Hebert, City Manager	
FROM:	Renee M. Shrout, City Clerk	
REF:	Rules of Procedures Resolution (R-2013-154) – Commission Discussion Items	

During the July 19, 2017, meeting the City Commission requested clarification on the policy to submit items to the agenda for discussion. Resolution R-2013-154 provides the following:

> I (b) The Commission may place items on the Commission Agenda for a regular meeting for discussion. Topics for discussion items are provided to the City Clerk's office via the City Manager's office. The discussion item will be placed on the next available agenda consistent with submission deadlines. Upon receiving a consensus by the Commission, a discussion item become a further discussion item on a future agenda or an action item developed by City staff adhering to the Agenda request form and providing all background material.
>
> 1. The deadline for submission of such request is the end of business on the Friday preceding the following Wednesday's publication and distribution of the Commission Agenda. In the event of a holiday falling on the Friday of the Agenda submission deadline, agenda items must be submitted by the Thursday preceding the Wednesday publication and distribution of the Commission Agenda.

City Commission Discussion Item Process

1. Topics for discussion items are provided to the City Clerk's office via the City Manager's office.
2. The discussion item will be placed on the next available agenda consistent with submission deadlines. Commissioner can provide backup materials.
3. Commission votes "Yes" or "No" to discuss topic.
4. Discuss topic at a subsequent agenda with staff input.
5. Action – Commission direction if warranted.

City Commission Discussion Item Process

1. **Request Discussion Item**

   Topics for discussion are provided to the City Clerk's office via the City Manager's office.

2. The discussion item will appear on the next available agenda if received the Friday prior to the agenda publication. Commissioner can provide backup.

3. Consider discussion Item - Direction to Proceed

No

Yes - Further Discussion
Staff requested to provide research and additional information, report and/or draft resolution/ordinance.

City Manager can bring action item before City Commission**.**

Second Meeting
Further discuss with additional information provided by staff. Provide direction.

Second Meeting
Commission takes Action

Third Meeting – Action
Staff prepared report with resolution/ordinance prepared to adopt.

CITY OF OAKLAND PARK

Neighborhood Participation Meeting

Policy Evaluation Report

Prepared by:

R. MILLER CONSULTING GROUP

EXECUTIVE SUMMARY

This white paper evaluates the City of Oakland Park's Neighborhood Participation Meeting (NPM) program, its current operational framework, applicable planning best practices, and a comparative analysis of Broward County municipalities to assess whether refinements are warranted while preserving the original legislative intent of the program.

Since 2009, the City Commission has progressively strengthened early public engagement requirements through three key actions: establishing enforceable public notice signage standards (Ordinance O-2009-016), creating a formal pre-application Neighborhood Participation Meeting requirement (Ordinance O-2009-017), and expanding the notification radius from 500 feet to 750 feet (Ordinance O-2016-007). Collectively, these actions reflect the City Commission's intent to require structured early neighborhood outreach prior to formal land use review while maintaining a clear distinction between applicant-led participation and the City's formal development review process.

During the COVID-19 pandemic, temporary operational adjustments resulted in staff taking on an expanded administrative role in organizing virtual NPM meetings. Although this accommodation was necessary at the time, it was not consistent with the original intent of the Code and created increased public expectations for staff involvement, including the utilization of standardized virtual platforms, recording of meetings, as well as knowledge of project details. Subsequent consultation with the City Attorney clarified that NPMs are pre-application, applicant-led forums and not official City meetings. Staff attendance is not required by the Land Development Code and is not consistent with the legislative intent of the NPM process.

The responsibility for conducting and documenting the meeting rests with the applicant. Public concerns were also raised regarding notice practices, including whether all affected homeowner associations had been properly identified and notified. In response, staff conducted a comprehensive review of all Homeowner Associations and their primary contacts to provide accurate inclusion in future notices. In addition, the City provides supplemental notifications for NPM through the City's "NotifyMe" service, the weekly email blast which reaches more than 3,000 residents including all HOA representatives citywide, and placement on the official city calendar. These supplemental communications do not alter the applicant's sole responsibility for the meeting itself.

The report evaluates the City's practices against American Planning Association (APA) guidance, which emphasizes early timing, inclusive notice, accessible materials, neutral facilitation by the applicant, documentation, and access considerations. In addition, the report provides a regional comparison of 29 Broward County municipalities to further inform the analysis. Findings from the regional comparison demonstrate that there is no uniform regulatory approach to NPMs across the County. Approximately 31% of cities require NPMs, 45% do not require them, and 24% recommend them. Where required, the dominant model is applicant-led; staff attendance is not required in most jurisdictions, and format flexibility (in-person or virtual at applicant discretion) is the prevailing practice. The regional benchmark notification radius is 500 feet, making Oakland Park's 750-foot requirement comparatively expansive. Additionally, none of the cities mandate video recording of NPMs in Broward County.

The comparison further demonstrates that Oakland Park already exceeds or aligns with regional standards in several respects, including mandatory pre-application outreach, expanded notification radius, and documentation requirements. This report also identifies several areas discussed in planning practice and regional comparison data including, notice scope, accessibility language, and procedural clarity for in-person and virtual applicant-led meetings.

In summary, this assessment is intended to provide background information, comparative context, and policy considerations for Commission discussion regarding the City's current NPM framework, its administration, and its consistency with the original legislative intent of the Code.

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BACKGROUND

Since 2009, the City Commission has incrementally strengthened Oakland Park's public notice and early community engagement framework through a series of ordinance amendments to the Land Development Code related to Neighborhood Participation Meetings (NPM) and notice provisions.

On July 15, 2009, the Commission adopted Ordinance O-2009-017**,** formally creating the Neighborhood Participation Meeting (NPM) Program. This ordinance institutionalized early engagement prior to application submission for specified development types, including multifamily, non-residential, major expansions, and applications requiring public or quasi-judicial hearings. The ordinance established a 500-foot notification radius for outreach to homeowners' associations (HOA) and recognized neighborhood groups within that radius (plus the two closest HOAs outside the established radius) it also mandated the submission of a written meeting report and notarized affidavit of compliance. The Commission's action demonstrated a clear policy direction toward structured early dialogue between applicants and affected neighborhoods before formal hearings.

On July 20, 2016, the Commission adopted Ordinance O-2016-007, which expanded public notice provisions. The ordinance increased the notification radius from 500 feet to 750 feet for most applicable matters and revised the NPM "target area" to align with the expanded radius. This amendment reflected the Commission's intent to include a larger group of potentially affected stakeholders for both mailed notice and neighborhood participation requirements.

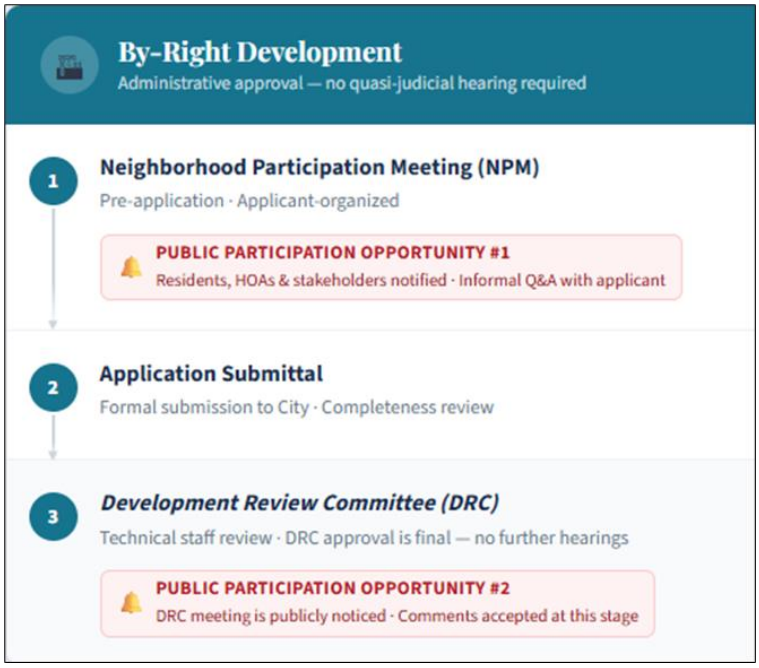
CURRENT SITUATION

Neighborhood Participation Meetings are required prior to the submission of certain development applications and are intended to facilitate early communication between applicants and affected neighborhoods before any formal City review begins. The NPM is one step in a larger development review process that includes multiple formal opportunities for public input after an application is submitted, including Development Review Committee review, Planning and Zoning Board review, Board of Adjustment review when applicable, and City Commission review.

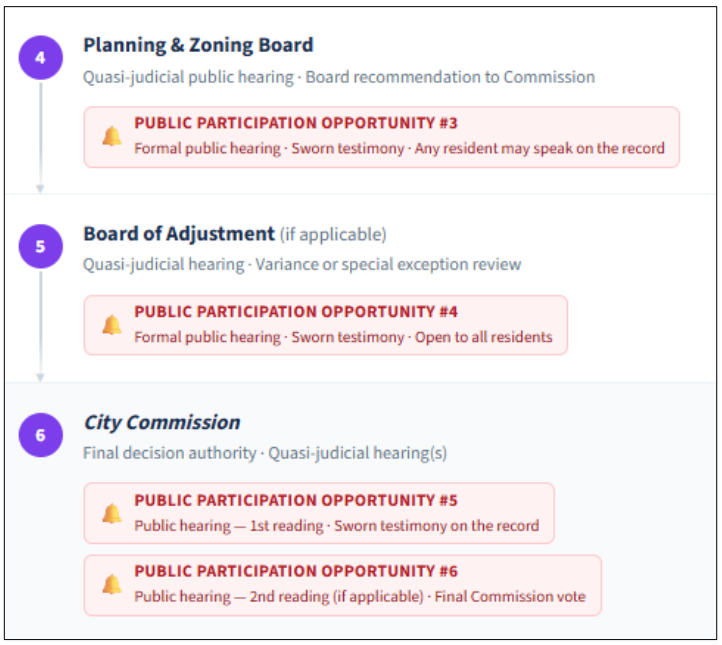
During the COVID-19 pandemic, in-person meetings could not be safely held. which necessitated staff's expanded role in the administration of Neighborhood Participation Meetings (NPMs), an expanded role which has never returned to the pre-COVID intent outlined in the code. Though born out of necessity, this practice resulted in City Staff taking on responsibility for organizing and attending virtual applicant meetings held via Zoom. This change has resulted in increased public discussion regarding the City's role, meeting structure, and overall uniformity of the process.

Per Code, NPMs are required prior to the submission of a development application and are intended to facilitate early dialogue between applicants and affected neighborhoods. It should be noted that the NPM is the first of many opportunities for residents to provide public input in the development process, as formal public hearings are required for DRC,

Planning and Zoning Board, Board of Adjustment (if applicable), and City Commission. The chart below outlines the development application process for a by right development, conditional use, and a major site plan:







The City provides the applicant with the procedural requirements through the adopted **Neighborhood Participation Meeting Program Application Guide (2025)**, which outlines scheduling procedures, required documentation, presentation standards, and post-meeting reporting obligations. Applicants are responsible for conducting the meeting, providing required outreach to homeowners' associations and neighborhood groups within the 750-foot radius, submitting presentation materials in advance, and filing a meeting summary, attendance list, and notarized affidavit of compliance following the meeting. Staff will review these materials at the time of application submittal to confirm compliance with the Code.

There were several concerns raised by residents about the NPMs, namely; the notice of affected HOA(s) as staff provides the list of HOA(s) to the applicant, as well as concerns over staff knowledge of the project at meetings. In addition, correspondence submitted to the Commission reflected concerns about meetings being held in-person only without virtual access, lack of standardized meeting platforms, inconsistent recording of meetings, unclear identification of meetings as official NPMs, and limited means of verifying that meetings were conducted in a consistent and meaningful manner. Residents have suggested requiring standardized virtual platforms such as Zoom, staff attendance, mandatory recording and posting of meetings, as well as clearer procedural guidance.

Staff sought clarification on the Code intent from the City Attorney and it was confirmed that Neighborhood Participation Meetings are pre-application meetings and that staff attendance is neither required by the Land Development Code nor is it consistent with its legislative intent; as no formal application has been filed and staff has no knowledge of the project. The NPM is characterized as an applicant-led, pre-application forum designed to provide early awareness and dialogue prior to the submission of a complete development application. Under this interpretation, responsibility for conducting the meeting, selecting the platform, and fulfilling all notification and documentation requirements rests solely with the applicant. Staff's role is limited to procedural oversight and ensuring that required documentation is submitted once an application is filed.

This interpretation has created a distinction between community expectations for enhanced staff involvement and requirements, and the City's legal obligation to preserve applicant due process rights prior to formal application review. In response, staff updated the Application Guide to strengthen documentation and reporting requirements,

Accordingly, the City's present position reflects the following:

- NPMs remain mandatory pre-application meetings.
- Meetings are applicant-led and are not City-run proceedings.
- Staff does not attend, host, moderate, or participate in NPMs.
- Applicants are responsible for meeting notice requirements, conducting the meeting, and submitting compliance documentation.

The following is a review of the City's policy in an effort to ensure that there is a balance between the desire for increased involvement and consistency in Neighborhood

Participation Meetings and the statutory and legal framework governing pre-application engagement.

OVERVIEW

Why Neighborhood Participation Meetings Are Used

NPMs are widely used across the country as tools to promote early, transparent, and meaningful community engagement in land use decision-making. NPMs are intended to improve project design by seeking community input, clarify community concerns, and reduce adversarial dynamics later in the entitlement process. Although policies vary by jurisdiction, the underlying objectives are consistent with established public participation principles:

- Provide advance awareness of projects that may affect surrounding neighborhoods.
- Allow direct communication between applicants and impacted residents prior to formal review.
- Identify concerns, misconceptions, or design issues early in the process.
- Promote public trust by demonstrating that development proposals are not introduced without prior neighborhood awareness.

Legal Due Process of the Applicant

In the review of land use and development, due process refers to the constitutional requirement that government decisions affecting property rights must be made through a fair, impartial, and legally structured process. Because development approvals can directly affect an applicant's property rights, local governments must ensure that the review process does not create bias, prejudgment, or procedural unfairness before a formal application is evaluated.

Neighborhood Participation Meetings (NPMs) are intentionally structured as pre-application forums to allow early communication between applicants and nearby residents. They occur before a development application is formally submitted and before any quasi-judicial decision-making begins. At this stage, the City has not yet received a complete application, conducted staff analysis, or initiated the formal review process required under Florida law.

Facilitating the meeting, advocating positions, or allowing the meeting to function as an early public hearing by City staff, could create the perception that a project is being evaluated or influenced outside the formal process. Applicants are entitled to have their projects evaluated only through the established review procedures (such as Development Review Committee review, Planning and Zoning Board hearings, and City Commission hearings).

For this reason, many jurisdictions, including the majority of cities in Broward County structure NPMs as applicant-led outreach meetings. This separation helps preserve the applicant's right to a fair and impartial review once a formal application is submitted, while

still allowing surrounding residents an opportunity for early awareness and communication.

Best Practices for Neighborhood Participation Meetings

Timing and Placement: NPMs should occur early in the review timeline prior to formal application submittal and well in advance of any public hearing. Early timing ensures that community input can realistically inform or influence project refinement before formal staff analysis and hearings begin.

Notice and Accessibility: Meaningful participation depends on clear and accessible notice. Best practice includes:

- Providing advance notice with sufficient lead time.
- Using multichannel outreach strategies.
- Including clear project information in notices: location, scope, meeting logistics, and how feedback will be used.

Meeting Structure and Facilitation: Effective NPMs are predictable, organized, and inclusive. Best practice recommendations include:

- **Neutral facilitation by the Applicant:** Ensuring the meeting allows orderly dialogue and does not become adversarial.
- **Understandable materials:** Presenting site plans, renderings, and project descriptions in plain language.
- **Multiple feedback modes:** Allowing verbal comments, written input, and follow-up communication opportunities.
- **Consistent documentation:** Recording attendance, summarizing discussion points, and capturing issues raised.

Accessible Engagement: Best practices emphasize inclusive outreach that seeks to reach under-represented populations, and individuals with limited English proficiency. Engagement design should consider barriers to participation and provide reasonable accommodation where appropriate.

Follow-Through: Participation is only meaningful if input is acknowledged, NPM best practice includes:

- Preparing a public meeting summary.
- Documenting responses to substantive issues raised.
- Clarifying next steps in the review timeline.

The following chart illustrates how the City of Oakland Park compares with the established best practice model:

APA Planning Standard	City Policy
NPM occurs early in the review timeline	City requires NPM before staff review
Provides broad and inclusive notice to owners and occupants.	City only requires that HOA and Neighborhood groups are notified.
Utilize multiple outreach methods.	HOA notification, City website, NotifyMe, Weekly email blast
Offer accessible, plain-language presentation materials.	Applicants prepare documents, City reviews to ensure guidelines met
Allow structured and respectful community dialogue.	Open public meeting format virtual or in person
Maintain neutral facilitation with appropriate staff oversight.	Guidelines provided, staff review of content
Document community feedback and responses.	Meeting summary report and documentation of follow up required
Integrate equity considerations into both notice and meeting design.	No formal policy (e.g. clear identification of the meeting as an NPM, accommodation notice language, and optional virtual accessibility),

ANALYSIS

In addition to evaluating nationwide best practices, it is also important in this process to evaluate how the City of Oakland Park's policies regarding NPMs compare to the other thirty (30) cities in Broward County. To do so, staff reached out to all Planning Departments in Broward County to obtain information about how their community uses NPMs in the development application review process. Of the thirty-one (31) cities in Broward County, the City was able to obtain information from twenty-nine (29), the cities of Sea Ranch Lakes and Lazy Lakes are not included in this analysis. Staff asked the following questions from each of the 29 cities:

1. Are NPMs Required by Code
2. Are Property Postings Required for NPM
3. Are Radius Mailings Required (For all properties or just Homeowner/condo Associations)
4. Who is the Responsible for organizing/conducting the NPM
5. Is staff Required to Attend
6. Do you specify meeting format (Virtual/In Person)
7. Do you require Applicants to video record NPM meetings

The following is a summary of findings that provide a detailed outline of results illustrated in the Broward County Comparison Chart below:

Are NPMs Required by Code?

Based on the Broward County comparison dataset, there is no uniform regulatory approach to NPMs across the county's municipalities. Of the 29 cities analyzed, 13 do not require NPMs by code, 9 explicitly require them, and 7 recommend them but do not mandate them. This reflects a structurally divided landscape.

Approximately 31 percent of Broward municipalities require NPMs, roughly 45 percent do not require them, and approximately 24 percent encourage them without making them compulsory. In short, there is no clear countywide mandate trend. However, a meaningful portion of cities particularly larger, more urban, or redevelopment-focused jurisdictions have codified NPM requirements as part of their land development review process. Currently, in the City of Oakland Park, NPMs are mandatory for the following kinds of development applications:

- **New Multi-Family Residential Developments:** Any project proposing 3 or more residential units.
- **New Non-Residential Buildings and/or Major Expansions:** Projects involving new construction or an expansion that exceeds 25% of the existing gross floor area.
- **Any Application Requiring Public Hearings or Quasi-Judicial Public Hearings**.

The NPM must be conducted prior to the submission of any development application. In addition, the Code requires subsequent quasi-judicial public hearings in conjunction with the DRC meetings, Planning and Zoning Board, Board of Adjustment, and City Commission meetings.

Are Property Postings Required for NPMs?

The comparison indicates that out of the 31 municipalities, only 13 have reference to property posting for NPMs and are almost evenly divided in the requirements. Among these 13 Broward municipalities, 6 expressly require on-site posting for the NPM itself, while 7 do not. This demonstrates that posting signage for the neighborhood meetings is distinct from required public hearing signage and is not yet a dominant or uniform regional standard in Broward County. Currently Oakland Park does not require property postings for NPMs.

Like the City of Oakland Park, in practice, many municipalities reserve property posting requirements for the formal public hearing phase rather than the applicant's preliminary outreach meeting.

Are Radius Mailings Required?

The review of Broward County municipalities shows that when radius mailings are required for NPMs, there is a discernible pattern in distance standards. The most frequently occurring mailing radius is 500 feet, which represents the regional benchmark. A 300-foot radius appears to be the second most common standard. Larger radii, such as 400 to 750 feet, are used infrequently, while distances of 1,000 feet or one-half mile are rare and generally case specific. In short, anything beyond 500 feet is atypical in Broward County practice. The City of Oakland Park currently requires a 750-foot radius for the notification of Homeowners Associations (HOA) registered with the City.

Who Receives Radius Mailings?

With respect to mailing type, the dominant approach is to provide notice to all property owners within the defined radius. Eight (8) municipalities follow this model, whereas only two (2) cities rely primarily on HOA-only or HOA-focused notification. In the HOA-only model, the applicant is only required to contact the leadership of each HOA within the prescribed radius. This indicates that broader property owner notification rather than limited association-based outreach is the prevailing regional standard where NPM radius mailings are codified. The City of Oakland Park currently requires HOA notification within the 750-foot radius.

Responsible Party for Conducting NPMs

The comparison of Broward County municipalities reveals a clear and nearly uniform standard regarding responsibility for NPMs. In fifteen (15) cities, the applicant or developer is expressly responsible for organizing and conducting the meeting, including issuing required notices and preparing documentation. **The City of Oakland Park is the only city that has a shared City/Applicant responsibility model**. This represents the strongest point of consensus in the dataset: across Broward County, NPMs are overwhelmingly structured as applicant-driven outreach processes, with municipal staff playing a secondary or administrative role rather than assuming any primary responsibility for coordination or execution. This is perhaps the most transparent part of the process as it keeps the City's out of this initial process by placing the responsibility of the meeting on the applicant to perform in a manner consistent with the intent of the meeting process. The city, acting as oversight, can then monitor the process to ensure compliance with the guidelines without blurring the lines of responsibility.

Staff Attendance Requirement

The comparison demonstrates a clear regional norm regarding staff participation in NPMs. Fourteen municipalities expressly indicate that staff attendance is not required at developer-hosted NPMs, while two (2) cities note that staff may attend but may not participate in discussions. This establishes a consistent and unequivocal pattern across Broward County: NPMs are structured as applicant-led outreach efforts rather than staff-facilitated meetings. This supports Oakland Park's current interpretation that staff should not attend NPMs and that doing so is not necessary to fulfill the purpose of the meeting.

Meeting Format and Recording Requirements

The findings indicate that most Broward County municipalities do not prescribe a specific format for NPMs. Of the sixteen (16) cities that encourage or require NPMS, 9 cities do not specify a required format, 4 require in-person meetings, one requires a virtual meeting, one encourages prerecorded and posted video presentations as an option specifically, and one expressly allows either format. This demonstrates that format neutrality or flexibility is the dominant regional approach. While a small number of cities continue to mandate in-person meetings, most jurisdictions either remain silent or allow flexibility. Virtual accommodation is emerging but has not yet been broadly codified as a universal standard. Currently, the City of Oakland Park allows flexibility of virtual or in person meetings at the discretion of the applicant.

With respect to video recording requirements for NPMs, the data shows that of the sixteen (16) cities that encourage or require NPMs, none of the municipalities require the applicant to video record meetings. The prevailing documentation model relies on written meeting summaries, sign-in sheets, and, in more structured jurisdictions, a comment-response matrix to capture public input and applicant responses. Like other municipalities, the City of Oakland Park does not require applicants to video record NPMs but does require proper documentation of the meeting in the form of a meeting summary and documentation of follow up action.

POLICY CONSIDERATIONS FOR DISCUSSION

Based on the intent of the Neighborhood Participation Meeting (NPM) program, the current operational framework, national best practices, and the comparative analysis of Broward County municipalities, several policy considerations are identified for Commission discussion.

The analysis demonstrates that Oakland Park already aligns with or exceeds regional norms in several key areas: mandatory early engagement, expanded 750-foot notification radius, structured documentation requirements, and clear applicant responsibility.

The following policy considerations are provided for discussion:

Expand Notice to Include All Property Owners Within the Radius.
If the City Commission wishes to enhance notice, the Code may be amended to require the applicant to provide mailed notice to property owners within the 750-foot radius in addition to the currently required homeowner association and neighborhood group outreach. This would strengthen early awareness and align Oakland Park with the dominant Broward County standard and APA best practice without altering the applicant-led structure.

Incorporate Accessibility Language into the Application Guide.
The City may update the application guide to include guidance encouraging inclusive outreach strategies (e.g., clear identification of the meeting as an NPM, accommodation

notice language, and optional virtual accessibility), while maintaining flexibility in meeting format.

Maintain Meeting Format Flexibility Without City Hosting.
The Broward comparison demonstrates that format flexibility is the prevailing regional practice. If the applicant elects to hold the NPM virtually, the applicant should remain solely responsible for selecting, setting up, hosting, and managing the platform. The City should not provide a virtual platform, third-party host, or meeting operator, as doing so would blur the distinction between applicant outreach and City process. The City may, however, enhance procedural standards in the application guide for either in-person or virtual meetings to improve consistency and access.

	NAMES	Population	Is NPM Required or Recommended	Property Posting for NPM	Radius Mailing for NPM	Is Mailing All properties or HOA only	Responsible Party for NPM	Staff Attend. Required	Required In Person or Virtual	Video Recording Required	Comments
1	Coconut Creek	57,833	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
2	Dania Beach	31,723	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
3	Hillsboro Beach	1,987	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
4	Lauderdale Lakes	35,954	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	*LDR Article IV Section 1.3.6*
5	Lighthouse Point	10,486	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
6	Pembroke Park	6,260	NOT REQUIRED	NA	NA		NA	NA	NA	NA	*Staff assists with providing mails lists and notice templates for meetings prior to public hearings*
7	Pembroke Pines	171,178	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	*The notice is mailed via certified mail to the property manager and president of the Association.*
8	Plantation	91,750	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
9	Southwest Ranches	7,607	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
10	Sunrise	97,335	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
11	West Park	15,130	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
12	Weston	68,107	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
13	Wilton Manors	11,426	NOT REQUIRED	NA	NA	NA	NA	NA	NA	NA	
14	Cooper City	34,401	RECOMMENDED	NA	NA	NA	APPLICANT	NO	NA	NA	*NPM Not required, but recommended by staff to meet with Master Homeowners and Condo Associations within 700'*
15	Coral Springs	134,394	RECOMMENDED	NA	NA	NA	APPLICANT	NO	NA	NA	*Developer is required to provide incrmaiton about the meeting and summary notes*
16	Parkland	34,670	RECOMMENDED	NA	NA	NA	APPLICANT	NO	NA	NA	***Suggested before DRC for community buy-in***
17	Deerfield Beach	86,859	RECOMMENDED	NO	YES-500 FT	NA	APPLICANT	NO	IN PERSON	NO	*If a meeting is held, the applicant must provide the department - Planning and Development Services with the meeting details for record on the file*
18	Margate	58,712	RECOMMENDED	NO	NA	NA	APPLICANT	NO	NA	NO	*No requirement can be Virtual or in person*
19	North Lauderdale	44,794	RECOMMENDED	NO	NA	NA	APPLICANT	NO	NA	NO	
20	Davie	105,691	REQUIRED	NO	YES -1000 FT	ALL	APPLICANT	NO	VIRTUAL (Video	NO	*The applicant shall prepare a narrated video presentation summarizing the proposed development. The video shall be available to the public for a minimum of twenty-one (21) days.*
21	Hallandale Beach	41,217	REQUIRED	NO	YES - 1/2 MILE	ALL	APPLICANT	NO	NOT SPECIFIED	NO	
22	Lauderhill	74,482	REQUIRED	NO	YES-500FT	HOA ONLY	APPLICANT	NO	NOT SPECIFIED	NO	
23	Oakland Park	44,229	REQUIRED	NO	YES-750 ft	HOA Only	APPLICANT	NO	NOT SPECIFIED	NO	***CITY PRACTICE TO ASSIST APPLICANT (prior to mid 2025)***
24	Pompano Beach	112,046	RECOMMENDED	YES	YES	ALL	APPLICANT	MAY ATTEND	NOT SPECIFIED	NO	*City staff may attend the neighborhood meeting but shall not serve as facilitators or become involved in discussions about the development proposal.*
25	Fort Lauderdale	182,760	REQUIRED	YES	YES - 300 FT	ALL	APPLICANT	NO	NOT SPECIFIED	NO	
26	Hollywood	153,067	REQUIRED	YES	YES-500FT	ALL	APPLICANT	NO	NOT SPECIFIED	NO	*City requires 2 Public Consultation Meetings one before first DRC submission and one after second submission*
27	Lauderdale-by-the-Sea	6,198	REQUIRED	YES	YES- 300 FT	ALL	APPLICANT	NO	IN PERSON	NO	*Applicant but the meeting is held at the Town Hall so staff provides the applicant with available dates.*
28	Miramar	134,721	REQUIRED	YES	YES -VARIES	ALL	APPLICANT	MAY ATTEND	IN PERSON	NO	*meetings generally proceed the public hearings, not defined as before staff review LDR 301*
29	Tamarac	71,897	REQUIRED	YES	YES-400 FT	ALL	APPLICANT	NO	IN PERSON	NO	*in Tamarac, you must verify the exact radius for your specific neighborhood meeting with the Tamarac Community Development Department*
30	Lazy Lake	33									
31	Sea Ranch Lakes	540									

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 23.

MEETING DATE: 8/5/2026

PREPARED BY:	Michele Johnson, CGFM Comptroller, Financial Services Rhea Rivera, CGFM Finance Director, Financial Services	**DEPARTMENT HEAD APPROVAL:**	FINANCIAL SERVICES

SUBJECT:
Financial Activity and Quarterly Investment Reports for the period ended June 30, 2026

1. BACKGROUND/HISTORY

The Monthly Financial Report is an unaudited snapshot of the City's performance.

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

Not applicable

4. RECOMMENDATION

For informational purposes only.

ATTACHMENTS:

Q3 Financial Report - June 30, 2026



Quarterly Financial Activity Report

(Unaudited)

For the Quarter Ended June 30, 2026

Table of Contents

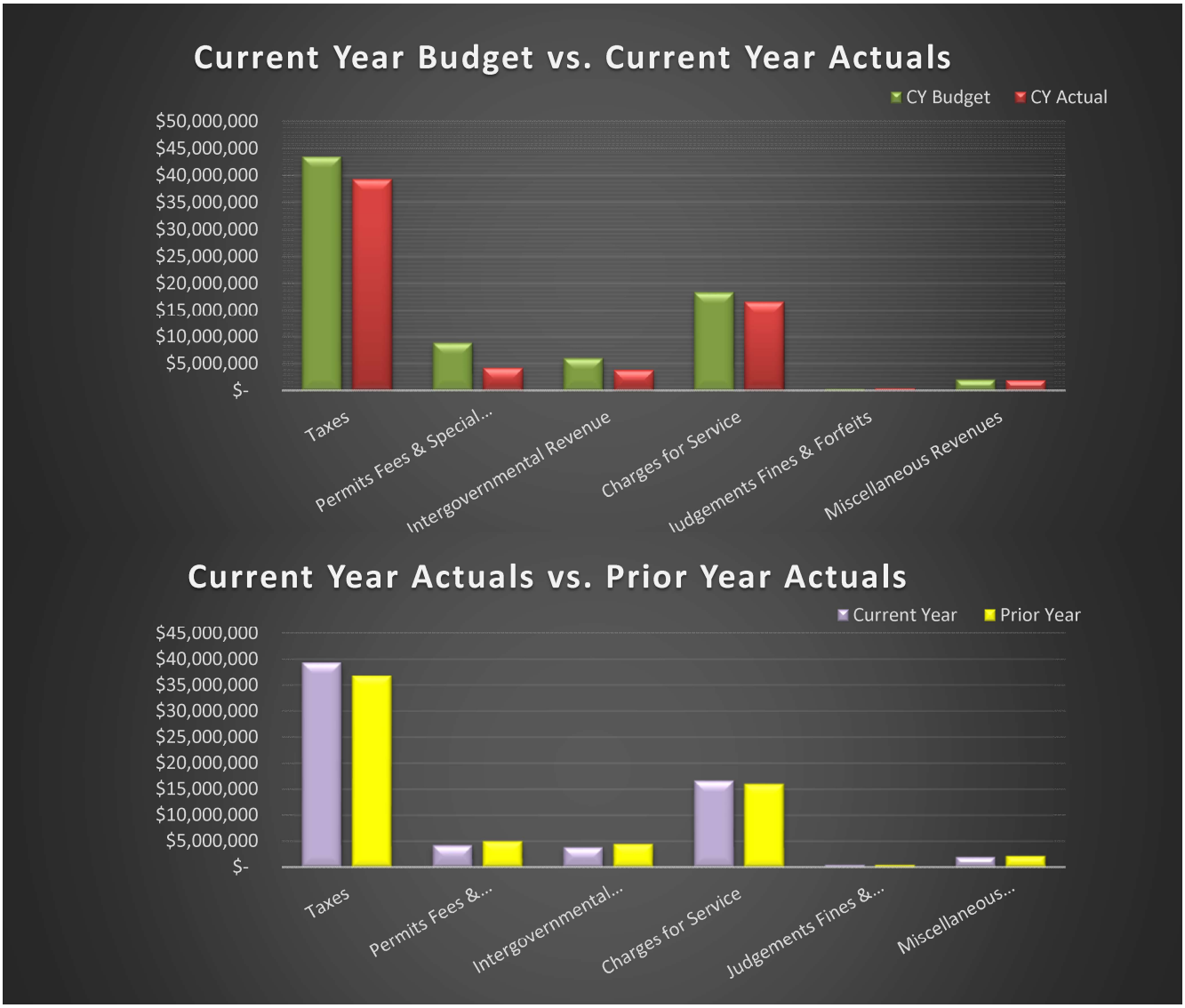
	Page No.
General Fund Revenues	1 - 2
General Fund Expenditures by Division	3 - 4
General Fund Expenditures by Major Category	5 - 6
Non-Major Governmental Funds	7
Enterprise Funds Review	8
Debt Service Review	9 - 11
Investment Income Review	12

Disclaimer:

This Quarterly Financial Report is an unaudited snapshot of the City's performance.

City of Oakland Park, Florida
General Fund Revenues by Major Category
For The Quarter Ended June 30, 2026
(With Comparative Prior Year Information)

(75% of year elapsed)



General Fund Revenues by Major Category - Budget to Actual

Revenues	CY Budget	CY YTD	CY YTD %	PY Budget	PY YTD	PY YTD %
Taxes	$ 43,494,026	$ 39,328,746	90.4%	$ 40,892,199	$ 36,800,073	90.0%
Permits Fees & Special Assessments	8,980,071	4,245,833	47.3%	7,653,036	5,014,336	65.5%
Intergovernmental Revenue	6,083,140	3,857,052	63.4%	6,109,500	4,489,243	73.5%
Charges for Service	18,450,503	16,641,168	90.2%	18,650,723	16,057,414	86.1%
Judgements Fines & Forfeits	371,000	510,390	137.6%	365,150	507,392	139.0%
Miscellaneous Revenues	2,116,158	1,982,459	93.7%	2,037,909	2,194,081	107.7%
Other Sources	8,776,584	60,587	0.7%	6,995,685	-	0.0%
	$ 88,271,482	$ 66,626,234	75.5%	$ 82,704,202	$ 65,062,540	78.7%

City of Oakland Park, Florida

General Fund Revenues - Budget Versus Actual

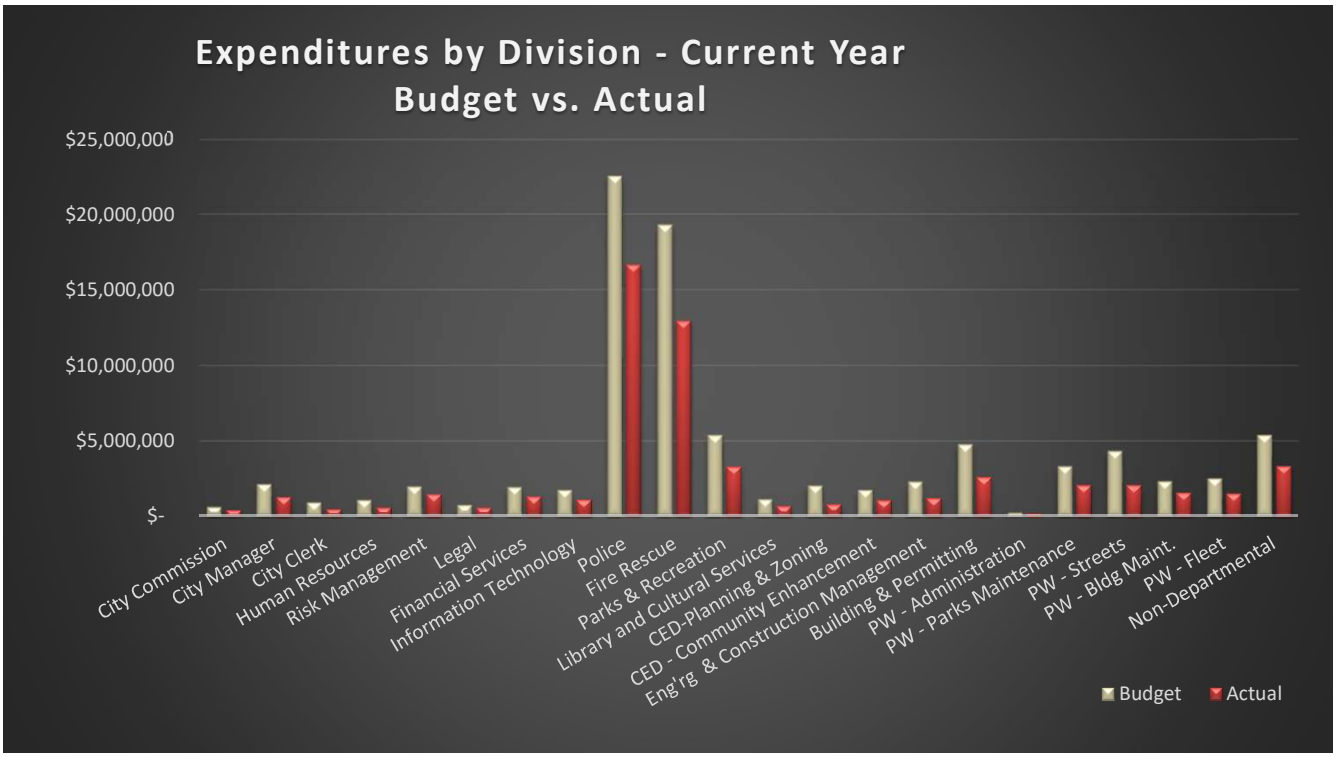
For The Quarter Ended June 30, 2026

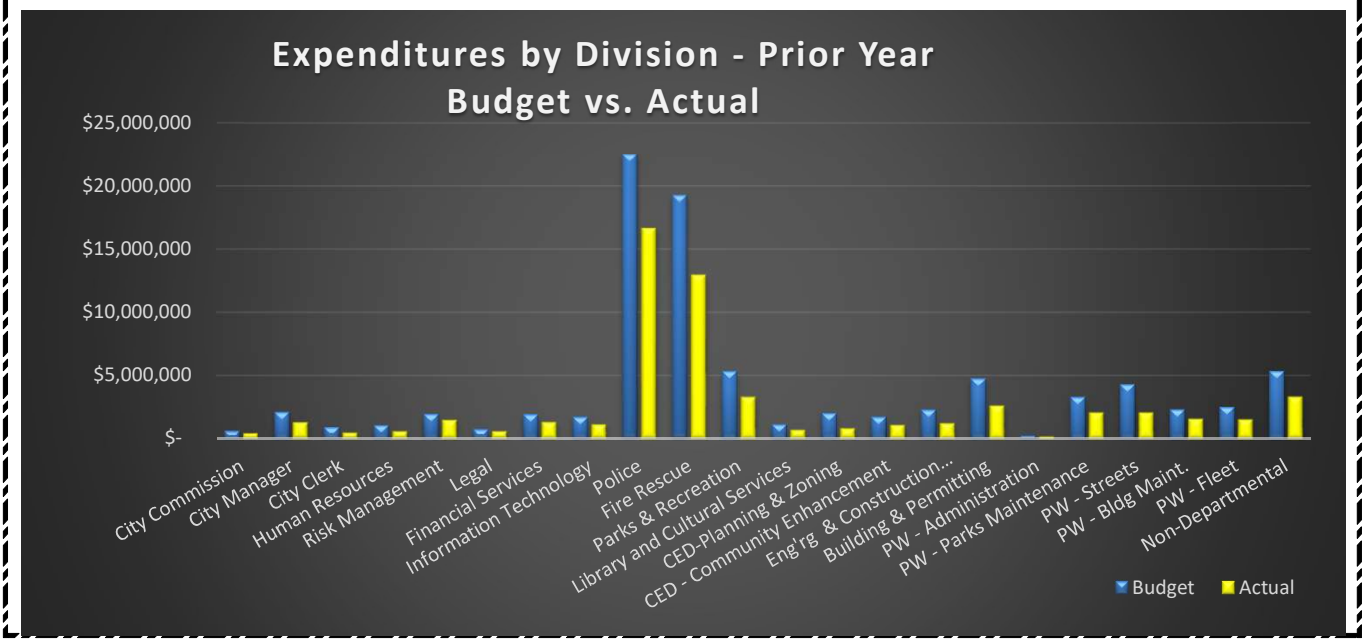
(With Comparative Prior Year Information)

(75% of year elapsed)

	CY Budget	CY YTD	CY YTD %	PY Budget	PY YTD	PY YTD %	$ Variance (CY vs PY)	% Variance (CY vs PY)
Taxes								
Ad Valorem Taxes	$ 33,989,596	$ 33,328,066	98%	$ 31,520,675	$ 31,000,723	98%	$ 2,327,343	8%
Local Option Taxes	1,383,000	480,553	35%	1,249,900	494,866	40%	(14,313)	-3%
Utility Service Taxes	6,415,664	4,453,698	69%	6,441,624	4,192,277	65%	261,421	6%
Comm. Services Tax	1,375,766	775,530	56%	1,350,000	823,008	61%	(47,478)	-6%
Local Business Tax	330,000	290,898	88%	330,000	289,199	88%	1,699	1%
	43,494,026	**39,328,746**	**90%**	**40,892,199**	**36,800,073**	**90%**	**2,528,672**	**7%**
Permits Fees & Special Assessments								
Building Permits	5,265,678	2,185,666	42%	3,699,986	3,040,797	82%	(855,131)	-28%
Franchise Fees	3,431,221	1,860,683	54%	3,577,500	1,763,663	49%	97,020	6%
Other Permits Fees	283,172	199,485	70%	375,550	209,876	56%	(10,392)	-5%
	8,980,071	**4,245,833**	**47%**	**7,653,036**	**5,014,336**	**66%**	**(768,503)**	**-15%**
Intergovernmental Revenue								
Federal Grant	200,000	6,472	0%	-	685,170	0%	(678,698)	100%
State Shared Revenues	5,788,140	3,765,686	65%	6,061,500	3,788,924	63%	(23,238)	-1%
Local Grants	50,000	50,000	0%	-	-	0%	50,000	0%
Local Shared Revenues	45,000	34,893	78%	48,000	15,148	32%	19,745	130%
	6,083,140	**3,857,052**	**63%**	**6,109,500**	**4,489,243**	**73%**	**(632,191)**	**-14%**
Charges for Service								
General Government	5,929,448	4,476,998	76%	5,933,186	4,469,136	75%	7,862	0%
Public Safety	12,166,646	11,842,137	97%	12,146,650	11,249,687	93%	592,450	5%
Culture/Recreation	206,205	182,897	89%	427,000	203,495	48%	(20,598)	-10%
Other Charges for Service	148,204	139,136	0%	143,887	135,096	0%	4,040	0%
	18,450,503	**16,641,168**	**90%**	**18,650,723**	**16,057,414**	**86%**	**583,753**	**4%**
Judgements Fines & Forfeits								
Court	41,000	76,114	186%	95,000	58,401	61%	17,713	30%
Fines	-	449	0%	150	-	0%	449	0%
Fine	330,000	433,827	131%	270,000	448,991	166%	(15,164)	-3%
	371,000	**510,390**	**138%**	**365,150**	**507,392**	**139%**	**2,998**	**1%**
Miscellaneous Revenues								
Interest and Other Earnings	1,800,000	1,576,491	88%	1,800,000	1,839,866	102%	(263,375)	-14%
Rents & Royalties	59,213	66,590	112%	87,558	65,397	75%	1,193	2%
Contrib. & Donations Private Sc	500	10,000	2000%	19,600	277	0%	9,723	0%
Licenses	5,000	5,400	108%	22,000	3,650	17%	1,750	48%
Other Misc. Revenues	251,445	323,977	129%	108,751	284,891	262%	39,086	14%
	2,116,158	**1,982,459**	**94%**	**2,037,909**	**2,194,081**	**108%**	**(211,622)**	**-10%**
Other Sources								
Interfund Transfer In	80,783	60,587	75%	-	-	0%	60,587	0%
Debt Proceeds	-	-	0%	-	-	0%	-	0%
Use of PY Fund Balance	8,695,801	-	0%	6,995,685	-	0%	-	0%
	8,776,584	**60,587**	**75%**	**6,995,685**	**-**	**0%**	**60,587**	**0%**
GRAND TOTAL FUNDING	**$ 88,271,482**	**$ 66,626,234**	**75%**	**$ 82,704,202**	**$ 65,062,540**	**79%**	**$ 1,563,695**	**2%**

City of Oakland Park, Florida
General Fund Expenditures By Division - Budget versus Actual
For The Quarter Ended June 30, 2026
(With Comparative Prior Year Information)
(75% of year elapsed)





City of Oakland Park, Florida
General Fund Expenditures By Division - Budget versus Actual
For The Quarter Ended June 30, 2026
(With Comparative Prior Year Information)
(75% of year elapsed)

	Current Year			Prior Year		
Expenditures	**CY Budget**	**CY YTD**	**CY YTD %**	**PY Budget**	**PY YTD**	**PY YTD %**
City Commission	$ 606,453	$ 443,674	73.2%	$ 513,307	$ 327,215	64%
City Manager	2,114,047	1,301,514	62%	1,892,643	1,168,635	62%
City Clerk	919,957	498,498	54%	897,382	520,282	58%
Human Resources	1,076,314	609,947	57%	1,011,479	603,375	60%
Risk Management	1,967,948	1,497,647	76%	1,459,565	1,432,343	98%
Legal	739,500	607,411	82%	692,000	486,620	70%
Financial Services	1,932,651	1,337,103	69%	1,883,231	1,264,120	67%
Information Technology	1,732,788	1,141,001	66%	1,670,312	1,068,628	64%
Police	22,524,391	16,653,429	74%	20,814,923	15,315,680	74%
Fire Rescue	19,286,788	12,956,818	67%	18,113,851	13,085,666	72%
Parks & Recreation	5,371,039	3,319,561	62%	4,634,800	3,084,177	67%
Library and Cultural Services	1,129,117	706,311	63%	1,118,828	667,822	60%
CED-Planning & Zoning	2,033,591	833,548	41%	1,432,663	618,556	43%
CED - Community Enhancement	1,742,667	1,098,301	63%	1,684,124	962,536	57%
Eng'rg & Construction Management	2,292,320	1,241,004	54%	2,231,464	1,128,224	51%
Building & Permitting	4,757,645	2,626,610	55%	4,338,980	2,231,869	51%
PW - Administration	226,194	172,700	76%	183,581	135,962	74%
PW - Parks Maintenance	3,311,196	2,093,065	63%	3,158,892	2,262,924	72%
PW - Streets	4,310,124	2,085,749	48%	4,209,705	1,992,323	47%
PW - Bldg Maint.	2,320,429	1,594,127	69%	2,257,445	1,484,222	66%
PW - Fleet	2,503,440	1,532,079	61%	2,606,926	1,747,699	67%
Non-Departmental	5,372,883	3,345,135	62%	5,898,101	3,213,176	54%
Total Expenditures	**$ 88,271,482**	**$ 57,695,233**	**65%**	**$ 82,704,202**	**$ 54,802,054**	**66%**

	CY YTD-Total Citywide Expendiutres			PY YTD-Total Citywide Expendiutres		
	Budget	**Year-to-Date**	**YTD %**	**Budget**	**Year-to-Date**	**YTD %**
City-wide Budget (for reference only)	$200,537,939	$103,041,073	51.4%	$190,992,959	$97,225,802	50.9%

City of Oakland Park, Florida
General Fund Expenditures by Division by Major Category
For The Quarter Ended June 30, 2026
(75% of year elapsed)

Department/ Division	Budget	YTD $	ENC $	YTD Actuals + ENC %
City Commission				
Personnel	$ 190,125	$ 135,150	$ -	71.1%
Operating	416,328	308,524	35,320	82.6%
Capital Outlay	-	-	-	0.0%
Total City Commission	606,453	443,674	35,320	79.0%
City Manager				
Personnel	1,796,844	1,145,465	-	63.7%
Operating	317,203	156,050	34,532	60.1%
Capital Outlay	-	-	-	0.0%
Total City Manager	2,114,047	1,301,514	34,532	63.2%
City Clerk				
Personnel	449,124	281,993	-	62.8%
Operating	470,833	216,505	73,124	61.5%
Capital Outlay	-	-	-	0.0%
Total City Clerk	919,957	498,498	73,124	62.1%
Human Resources				
Personnel	734,984	440,300	-	59.9%
Operating	341,330	169,648	32,704	59.3%
Capital Outlay	-	-	-	0.0%
Total Human Resources	1,076,314	609,947	32,704	59.7%
Information Technology				
Personnel	759,110	555,484	-	73.2%
Operating	883,678	547,976	180,045	82.4%
Capital Outlay	90,000	37,541	48,805	95.9%
Total Information Technology	1,732,788	1,141,001	228,850	79.1%
Risk Management				
Operating	1,967,948	1,497,647	-	76.1%
Total Risk Management	1,967,948	1,497,647	-	76.1%
Legal				
Operating	739,500	607,411	79,763	92.9%
Total Legal	739,500	607,411	79,763	92.9%

Department/ Division	Budget	YTD $	ENC $	YTD Actuals + ENC %
Fire Rescue				
Personnel	17,328,368	12,105,851	-	69.9%
Operating	1,334,023	762,741	321,057	81.2%
Capital Outlay	624,397	88,226	494,612	93.3%
Total Fire Rescue	19,286,788	12,956,818	815,669	71.4%
Parks & Recreation				
Personnel	$ 2,383,775	$ 1,554,007	$ -	65.2%
Operating	2,446,900	1,707,229	571,843	93.1%
Capital Outlay	504,243	34,956	406,795	87.6%
Grants & Aids	36,121	23,368	521	66.1%
Total Personnel	5,371,039	3,319,561	979,158	80.0%
Library				
Personnel	754,836	484,630	-	64.2%
Operating	374,281	221,681	79,966	80.6%
Capital Outlay	-	-	-	0.0%
Total Library	1,129,117	706,311	79,966	69.6%
CED - Planning & Zoning				
Personnel	926,375	582,451	-	62.9%
Operating	1,107,216	251,097	332,817	52.7%
Capital Outlay	-	-	-	0.0%
Total CED - Planning & Zoning	2,033,591	833,548	332,817	57.4%
CED - Community Enhancement				
Personnel	1,227,104	854,177	-	69.6%
Operating	505,563	244,124	143,179	76.6%
Grants & Aids	-	-	-	0.0%
Capital Outlay	10,000	-	-	0.0%
Total CED - Community Enhancement	1,742,667	1,098,301	143,179	71.2%
Engineering & Construction Management				
Personnel	1,269,341	879,701	-	69.3%
Operating	1,022,979	361,304	451,252	79.4%
Capital Outlay	-	-	-	0.0%
Total Engineering & Construction Managemer	2,292,320	1,241,004	451,252	73.8%
Building & Permitting				
Personnel	2,554,440	1,561,613	-	61.1%
Operating	2,053,205	950,760	823,374	86.4%
Capital Outlay	150,000	114,237	-	76.2%
	4,757,645	2,626,610	823,374	72.5%

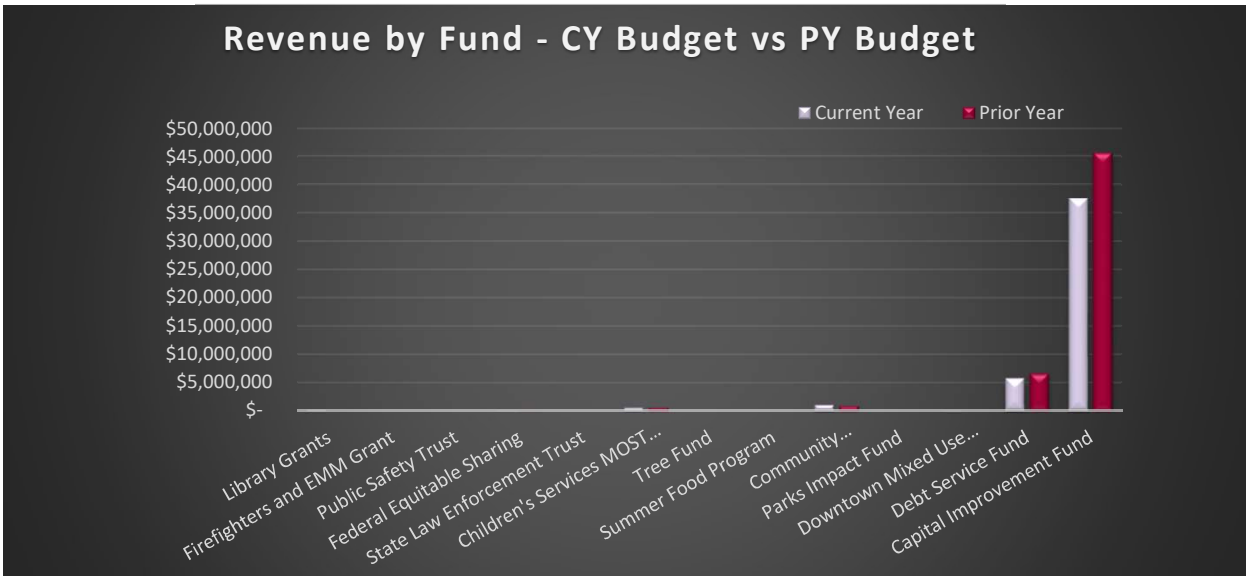
City of Oakland Park, Florida
General Fund Expenditures by Division by Major Category
For The Quarter Ended June 30, 2026
(75% of year elapsed)

Department/ Division	Budget	YTD $	ENC $	YTD Actuals + ENC %
Financial Services				
Personnel	1,563,602	1,051,214	-	67.2%
Operating	369,049	285,889	45,860	89.9%
Total Financial Services	1,932,651	1,337,103	45,860	71.6%
Police				
Personnel	325,000	-	-	0.0%
Operating	22,199,391	16,653,429	5,568,598	100.1%
Total Police	22,524,391	16,653,429	5,568,598	98.7%
Public Works - Streets				
Personnel	617,363	333,146	-	54.0%
Grants & Aids	3,000	-	-	0.0%
Operating	3,265,649	1,437,912	1,235,867	81.9%
Capital Outlay	424,112	314,691	13,731	77.4%
Total Public Works - Streets	4,310,124	2,085,749	1,249,598	77.4%
Public Works - Fleet				
Personnel	772,680	534,562	-	69.2%
Operating	1,706,627	973,384	543,870	88.9%
Capital Outlay	24,133	24,133	-	100.0%
Total Public Works - Fleet	2,503,440	1,532,079	543,870	82.9%
Public Works - Administration				
Personnel	202,682	156,573	-	77.3%
Operating	23,512	16,127	2,825	80.6%
Total Public Works - Administration	226,194	172,700	2,825	77.6%

Department/ Division	Budget	YTD $	ENC $	YTD Actuals + ENC %
Public Works - Parks Maintenance				
Personnel	1,187,893	799,394	-	67.3%
Operating	1,680,412	1,113,897	221,333	79.5%
Capital Outlay	442,891	179,774	257,082	98.6%
Total Public Works - Parks Maintenance	3,311,196	2,093,065	478,415	77.7%
Public Works - Building Maintenance				
Personnel	$ 985,001	$ 709,500	$ -	72.0%
Operating	1,217,022	801,222	295,375	90.1%
Capital Outlay	118,406	83,406	-	70.4%
Total Public Works - Building Maintenance	2,320,429	1,594,127	295,375	81.4%
Non-departmental				
Operating	765,420	138,288	9,300	19.3%
Grants & Aids	170,000	100,000	20,000	70.6%
Other Uses	4,437,463	3,106,847	-	70.0%
Capital Outlay	-	-	-	0.0%
Debt Service	-	-	-	0.0%
Total Non-departmental	5,372,883	3,345,135	29,300	62.8%
Total General Fund - Current Year	**$ 88,271,482**	**$ 57,695,233**	**$ 12,323,546**	**79.3%**

City of Oakland Park, Florida
Other Non-Major Governmental Funds - Budget vs. Actual
For The Quarter Ended June 30, 2026
(With Comparative Prior Year Information)

(75% of year elapsed)



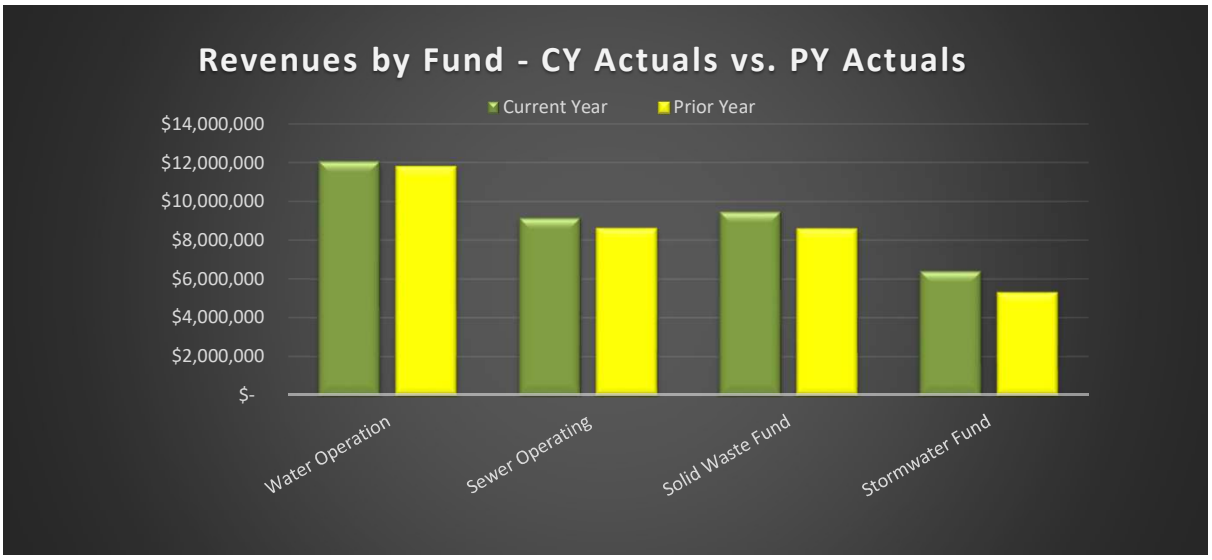
Other Governmental Funds: Revenues By Fund - Budget to Actual

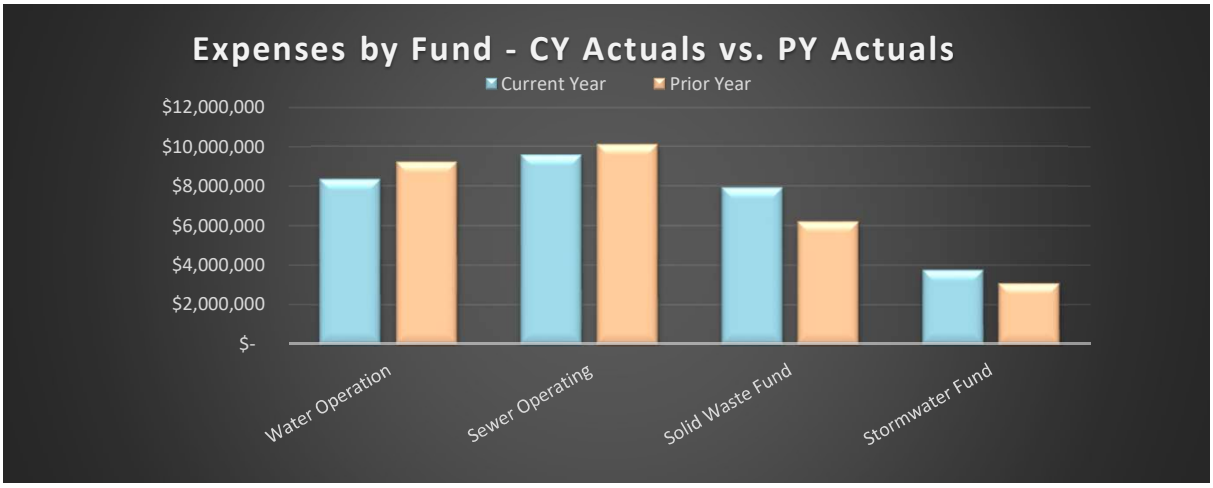
Revenues	CY Budget	CY YTD	CY YTD %	PY Budget	PY YTD	PY YTD %
Special Revenue Funds						
Library Grants	$ 118,760	$ 5,193	4.4%	$ 20,000	$ 4,599	23.0%
Firefighters and EMM Grant	-	595	0.0%	-	643	0.0%
Public Safety Trust	-	1,990	0.0%	-	2,248	0.0%
Federal Equitable Sharing	20,000	6,927	34.6%	18,000	14,621	81.2%
State Law Enforcement Trust	-	63,428	0.0%	-	36,080	0.0%
Children's Services MOST Grant	558,414	312,588	56.0%	543,450	456,377	84.0%
Tree Fund	-	4,816	0.0%	-	427	0.0%
Summer Food Program	-	1,849	0.0%	-	1,963	0.0%
Community Redevelopment Agency	1,066,400	466,210	43.7%	880,532	563,132	64.0%
Parks Impact Fund	-	20,214	0.0%	-	22,883	0.0%
Downtown Mixed Use District	40,295	8,596	21.3%	-	9,296	0.0%
Debt Service Fund	5,789,616	5,026,035	86.8%	6,628,256	5,319,790	80.3%
Capital Improvement Fund	37,565,297	3,186,913	8.5%	45,567,758	2,716,564	6.0%
Total Revenues	$ 45,158,782	$ 9,105,355	20.2%	$ 53,657,996	$ 9,148,622	17.0%

Other Governmental Funds: Expenditures By Fund - Budget to Actual

Expenditures	CY Budget	CY YTD	CY YTD %	PY Budget	PY YTD	PY YTD %
Library Grants	$ 118,760	$ 74,070	62.4%	$ 20,000	$ 1,100	5.5%
Firefighters and EMM Grant	-	-	0.0%	-	-	0.0%
Public Safety Trust	-	-	0.0%	-	-	0.0%
Federal Equitable Sharing	20,000	6,061	30.3%	18,000	11,757	65.3%
State Law Enforcement Trust	-	-	0.0%	-	-	0.0%
Children's Services MOST Grant	558,414	366,214	65.6%	543,450	337,450	62.1%
Community Redevelopment Agency	1,066,400	509,592	47.8%	880,532	421,811	47.9%
Downtown Mixed Use District	40,295	30,221	75.0%	-	-	0.0%
Debt Service Fund	5,789,616	4,037,341	69.7%	6,628,256	4,330,055	65.3%
Capital Improvement Fund	37,565,297	10,688,123	28.5%	45,567,758	8,627,675	18.9%
Total Expenditures	45,158,782	15,711,624	34.8%	53,657,996	13,729,848	25.6%
Excess(deficiency)	$ -	$ (6,606,268)		$ -	$ (4,581,226)	

City of Oakland Park, Florida
Enterprise Funds - Budget versus Actual
For The Quarter Ended June 30, 2026
(With Comparative Prior Year Information)
(75% of year elapsed)





Enterprise Funds: Revenues by Fund - Budget to Actual

Revenues	CY Budget	CY YTD	CY YTD %	PY Budget	PY YTD	PY YTD %
Water and Sewer Fund						
Water Operation	$ 17,899,418	$ 12,073,065	67.4%	$ 16,366,431	$ 11,816,889	72.2%
Sewer Operating	14,457,743	9,149,768	63.3%	13,522,431	8,622,320	63.8%
Solid Waste Fund	11,800,250	9,482,660	80.4%	10,303,324	8,614,491	83.6%
Stormwater Fund	22,950,265	6,412,468	27.9%	14,438,576	5,307,036	36.8%
Total Revenues	67,107,675	37,117,960	55.3%	54,630,761	34,360,735	62.9%

Enterprise Funds: Expenditures By Fund - Budget to Actual

Expenditures	CY Budget	CY YTD	CY YTD %	PY Budget	PY YTD	PY YTD %
Water and Sewer Fund						
Water Operation	$ 15,277,718	$ 8,356,328	54.7%	$ 12,001,851	$ 9,224,992	76.9%
Sewer Operating	17,079,442	9,582,786	56.1%	17,887,010	10,109,270	56.5%
Solid Waste Fund	11,800,250	7,924,361	67.2%	10,303,324	6,205,566	60.2%
Stormwater Fund	22,950,265	3,770,742	16.4%	14,438,576	3,085,720	21.4%
Total Expenditures	67,107,675	29,634,216	44.2%	54,630,761	28,625,548	52.4%
Excess(deficiency)	$ -	$ 7,483,744		$ -	$ 5,735,187	

CITY OF OAKLAND PARK
SCHEDULE OF EXISTING DEBT
AS OF June 30, 2026

Lender/ Lessor	Original Principal	Beginning Principal FY 2026	FY 2026 Principal Payments to Date	FY 2026 Interest Payments to Date	Outstanding Principal	Term	Purpose
Governmental Funds							
Capital One Bank	$ 4,000,000	$ 458,721	$ 146,271	$ 20,937	$ 312,450	20 years, ending in 2028	Partially fund acquisition of Dixie Municipal Building
Florida Community Bank (Synovus) 2018	$ 1,660,000	$ 730,000	$ 175,000	$ 20,239	$ 555,000	10 years maturing on 12/1/2028.	Proceeds for the acquisition of land for municipal purposes.
General Obligation Bond, Series 2020	$ 26,000,000	$ 21,825,000	$ 1,030,000	$ 485,625	$ 20,795,000	20 years, maturing February 2040. The City is required to pay the debt service costs by levying a voter-approved debt service millage.	The City of Oakland Park voters approved 40 mllion in general obligation bonds to rebuild and enhance the City's Fire Rescue stations and community facilities. In June 2020, the first round of bonds were sold.
Sterling Bank 2021 Vehicle Financing	$ 2,992,400	$ 1,319,927	$ 383,144	$ 12,531	$ 936,783	3 years, 7 months, ending in 2025	Vehicle financing for Fire Rescue Department and repacement of 14 vehicles for various City Departments.
Wells Fargo 2021 Refunding BBT 2010	$ 6,564,600	$ 4,100,684	$ 659,483	$ 54,679	$ 3,441,201	10 years, ending in 2030	Refinanced BBT 2010 bonds on 6/4/21. (70.3% GF)
General Obligation Bond, Series 2022	$ 14,000,000	$ 12,680,000	$ 495,000	$ 288,875	$ 12,185,000	20 years, maturing February 2042. The City is required to pay the debt service costs by levying a voter-approved debt service millage.	The City of Oakland Park voters approved 40 mllion in general obligation bonds to rebuild and enhance the City's Fire Rescue stations and community facilities. In February 2022, the second round of bonds were sold.
2022 Webster Bank CBA Promissory Note	$ 3,178,000	$ 2,584,913		$ 29,468	$ 2,584,913	Public Works CBA Promissory Note. Principal payments due annually 8/1/2022 to 8/1/2037. Interest payments due semi-annually beginning 8/1/2022 through 8/1/2037.	Proceeds will be used to partially fund the new Public Works Operations Facility. CBA Promissory Note ($5,675,000) is allocated 56% to general fund and 44% to the solid waste fund.
2024 TD Public Finance Taxable Promissory Note	$ 8,700,000	$ 8,277,000		$ 207,289	$ 8,277,000	Principal payments due annually 7/15/2024 to 7/15/2038. Interest payments due semi-annually beginning 7/15/2024 through 7/15/2038.	Proceeds will be used to finance the cost of leasehold improvements and other assets owned by the City in connection with the New City Hall.
2024 TD Public Finance Tax-Exempt Promissory Note	$ 1,560,000	$ 1,455,000		$ 28,801	$ 1,455,000	Principal payments due annually 7/15/2024 to 7/15/2038. Interest payments due semi-annually beginning 7/15/2024 through 7/15/2038.	Proceeds will be used to finance the cost of leasehold improvements and other assets owned by the City in connection with the New City Hall.
Govt'l Debt Subtotal:	**$ 68,655,000**	**$ 53,431,245**	**$ 2,888,898**	**$ 1,148,443**	**$ 50,542,347**		

CITY OF OAKLAND PARK
SCHEDULE OF EXISTING DEBT
AS OF June 30, 2026

Lender/ Lessor	Original Principal	Beginning Principal FY 2026	FY 2026 Principal Payments to Date	FY 2026 Interest Payments to Date	Outstanding Principal	Term	Purpose
Enterprise - Water/Sewer							
US Bank WS Refunding Bonds, Series 2019	$ 10,730,000	$ 8,860,000		$ 174,800	$ 8,860,000	Interest Payments due semiannually 3/1/2020 to 9/1/2040. Principal payments due annually on 9/1 from 2021 to 2040.	Refunded US Bank, Series 2010B Bonds on October 16, 2019. Original issue premium of $1,429,481.
2012 US Bank WS Bonds	$ 17,175,000	$ 13,220,000		$ 247,488	$ 13,220,000	Principal and interest due 9/1/2013 to 9/1/2042; 30 years ending 2042	Water and Sewer Revenue Bonds Series 2012. Funded additional water and sewer improvements.
SunTrust 2014 WS Term Loan	$ 1,495,000	$ 460,000	$ 110,000	$ 15,231	$ 350,000	15 year loan; principal payments due annually July 1, 2015 to 2029. Interest payments due semi-annually July 1st and January 1st for 15 years.	Refunded 2004(A) bonds in June 2014.
2017 WS Revenue Bond	$ 6,511,296	$ 3,725,054	$ 433,699	$ 70,866	$ 3,291,355	Water/Sewer Revenue Bonds. Principal payments due annually 10/1/2018 to 10/1/2032. Interest payments due semi-annually beginning 4/1/2018 through 10/1/2032.	To pay a portion of the cost of improvements to the City's water and wastewater system (smart meters).
2022 Webster Bank WS Revenue Bond	$ 8,155,000	$ 6,633,091		$ 75,617	$ 6,633,091	Water & Sewer Revenue Bond, Series 2022. Principal payments due annually 8/1/2022 to 8/1/2037. Interest payments due semi-annually beginning 8/1/2022 through 8/1/2037.	Proceeds will be used to partially fund the new Public Works Operations Facility.
Water/Sewer Subtotal:	**$ 44,066,296**	**$ 32,898,145**	**$ 543,699**	**$ 584,002**	**$ 32,354,446**		

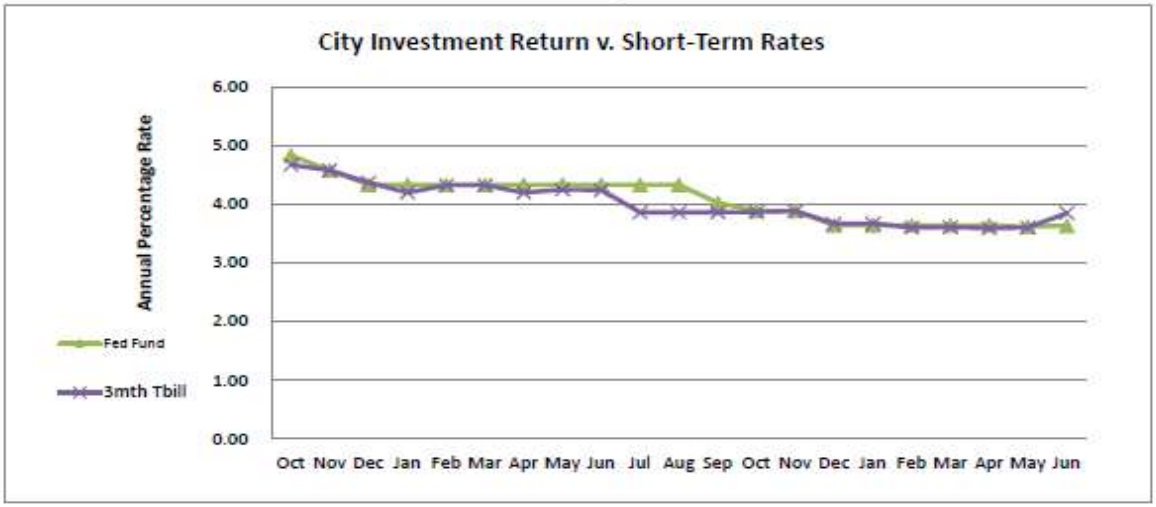
CITY OF OAKLAND PARK
SCHEDULE OF EXISTING DEBT
AS OF June 30, 2026

Lender/ Lessor	Original Principal	Beginning Principal FY 2026	FY 2026 Principal Payments to Date	FY 2026 Interest Payments to Date	Outstanding Principal	Term	Purpose
Enterprise - Solid Waste							
JPMorgan Chase 2019	$ 1,399,700	$ 73,330	$ 73,330	$ 460	$ 0	7 years - Principal and interest paid monthly by wire; February 2019 to January 2026.	Proceeds used to purchase 7 solid waste trucks (4 clam shell/bulk loaders, 2 front loaders and a side loader)
2022 Webster Bank CBA Promissory Note	$ 2,497,000	$ 2,031,002		$ 23,153	$ 2,031,002	Public Works CBA Promissory Note. Principal payments due annually 8/1/2022 to 8/1/2037. Interest payments due semi-annually beginning 8/1/2022 through 8/1/2037.	Proceeds will be used to partially fund the new Public Works Operations Facility. CBA Promissory Note ($5,675,000) is allocated 56% to general fund and 44% to the solid waste fund.
2022 Truist Bank Loan	$ 1,504,314	$ 929,268	$ 179,897	$ 22,703	$ 749,371	7 year - Principal and interest paid monthly by wire; December 2022 to October 2029	Proceeds to purchase solid waste vehicles. Bank loan ($1,504,314).
Solid Waste Subotal:	**$ 5,401,014**	**$ 3,033,600**	**$ 253,227**	**$ 46,316**	**$ 2,780,373**		
Enterprise - Stormwater							
BB&T Stormwater Assessment Bond 2015 Series	$ 2,145,530	$ 810,840		$ 10,703	$ 810,840	15 years, with annual payments of principal and semi-annual payments of interest; from 2016 to 2030.	Funding of LERIX and other stormwater projects.
Wells Fargo 2021 Refunding BBT 2010	$ 2,773,380	$ 1,732,437	$ 278,615	$ 23,100	$ 1,453,821	10 years, ending in 2030	Refinanced BBT 2010 bonds on 6/4/21. (29.7% Enterprise Fund)
Sterling National Bank Stormwater Revenue Refunding Bonds, Series 2021	$ 4,511,057	$ 3,763,108		$ 41,206	$ 3,763,108	19 years,9 months, ending in 2041	Refinanced Regions Bank 2011 bonds on 11/5/21.
2022 Webster Bank Stormwater Revenue Bond	$ 2,200,000	$ 1,789,431		$ 20,400	$ 1,789,431	Stormwater Revenue Bond, Series 2022. Principal payments due annually 8/1/2022 to 8/1/2037. Interest payments	Proceeds will be used to partially fund the new Public Works Operations Facility.
Stormwater Subtotal:	**$ 11,629,967**	**$ 8,095,815**	**$ 278,615**	**$ 95,409**	**$ 7,817,200**		
Enterprise Debt Subtotal:	**$ 61,097,277**	**$ 44,027,560**	**$ 1,075,541**	**$ 725,727**	**$ 42,952,019**		
GRAND TOTAL	**$ 129,752,277**	**$ 97,458,805**	**$ 3,964,439**	**$ 1,874,170**	**$ 93,494,366**		

CITY OF OAKLAND PARK, FLORIDA

QUARTERLY INVESTMENT INCOME REPORT

Prior Fiscal Year through June 30, 2026



Financial Institution	Fund	% Held	Current Balance	Current Quarter Interest	FYTD Interest	Average Interest Rate
Wells Fargo Other (pooled cash)	990	6.7%	$ 8,068,895	$ 2,302	$ 36,239	0.00%
Bank Deposit Total		6.7%	8,068,895	2,302.13	36,239.07	
SBA I - Fund A (pooled cash)	990	63.5%	76,823,992	820,515	2,346,543	3.65%
SBA IV (BSO leave reserve)	001	0.1%	135,079	1,280	3,949	3.65%
SBA VIII (CRA trust fund)	130	0.0%	52	1	2	3.65%
SBA Other subtotal		63.6%	76,959,123	821,796	2,350,493	
SBA A (STMWTR 2015)	405	0.3%	336,397	3,188	11,019	3.65%
SBA V (WS Bond Reserve)	401	1.1%	1,320,674	12,518	38,282	3.65%
SBA VI (WS 2012)	401	0.0%	1,966	19	57	3.65%
SBA XI (WS 2017)	401	0.0%	8	0	0	3.65%
SBA XII (GO Bond 2019)	340	5.1%	6,224,018	58,993	180,577	3.65%
SBA Xiii (GO Bond 2022)	340	16.5%	19,971,891	189,300	578,912	3.65%
SBA XIii (American Rescue Plan)	001	2.5%	3,008,538	28,516	70,656	3.65%
SBA G (WS,STMWTR & CBA 2022)	401-405,001	1.9%	2,350,039	22,274	69,077	3.65%
TD Bank Promissory Note-Taxable	340	1.9%	2,269,990	21,516	106,857	3.65%
TD Bank Promissory Note-Non-Tax	340	0.3%	410,303	3,889	20,582	3.65%
SBA Bond funds subtotal		29.7%	35,893,824	340,213	1,076,019	
SBA total		93.3%	112,852,947	1,162,008	3,426,512	
Total		100.0%	$ 120,921,842	$ 1,164,311	$ 3,462,751	

COP Weighted Average Investment return (COP WA)	3.41%

Source: Fed fund and T-bill rates from the Federal Reserve System

Interest from pool cash fund 990 are allocated to other funds based on month end cash balance of each fund.

*Wells Fargo Other consists of city operating and lockbox accounts that are interest bearing and maintained as compensating balance to offset bank service fees.

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 24.

MEETING DATE: 8/5/2026

PREPARED BY:	Rick Buckeye, ACIP Planning Supervisor Brad Ostroff Interim Director	**DEPARTMENT HEAD APPROVAL:**	ECD - Planning

SUBJECT: Development Activity Report

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

Development Activity Report

City of Oakland Park Development Activity Report

DRC Applications requiring a P&Z Board and/or a Board of Adjustment (BOA) Public Hearing followed by a City Commission Public Hearing

Case Number	Development	Summary	Milestones
CD25-14OP3D **CD25-29P** 000185-2025-APP	**SoFlow** 1048 E Oakland Park Blvd *494226110023* Site Plan, Bonus Provision Program & Replat Emir Gonzalez	A proposed Site Plan, Bonus Provision Program and plat application for a proposed four-story, 38,826 sq ft of modern health and fitness facility—featuring indoor pickleball courts and a climbing wall—alongside 1,750 sq ft of ground-floor retail. Located within the Middle River Sub-area of the OP3D.	**Neighborhood Participation Meeting (NPM)**: December 17, 2024 **Application Submitted:** June 17, 2025 | Complete Application **First DRC Meeting:** July 24, 2025 **Second Submittal:** September 22, 2025 **Second DRC Meeting:** October 23, 2025 Withdrawn by applicant. **Third Submittal:** November 25, 2025 **Third DRC Meeting:** January 8, 2026 **Fourth Submittal:** February 11, 2026 **Second Neighborhood Participation Meeting (NPM):** March 3, 2026 **Fourth DRC Meeting:** March 12, 2026 **Fifth Submittal:** March 31, 2026 **Fifth DRC Meeting:** May 14, 2026 **Sixth Submittal:** May 20, 2026 **DRC Approval:** Notice of Approval for DRC issued on June 18, 2026. Plat No Objection Letter was issued July 1, 2026. **Planning and Zoning Board:** July 20, 2026 **City Commisssion:** Scheduled for August 5, 2026 **Status as of 7/24/26:** Pending City Commission
CD25-15OP3D 000189-2025-APP	**JellyBean's Fun House Record Store** 3444-3446 NE 12 Ave 494223040050 Site Plan, Canopies and Awnings in R/o/W Mark Budd	Request for a Development Review Committee (DRC) review and approval for a new Covered Pergola within the right of way, which includes planters and 5-foot high lattice along the perimeter to be used for exterior lounge seating.	**Neighborhood Participation Meeting (NPM)**: April 17,2025 **Application Submitted:** June 27, 2025 | Incomplete **Application Resubmitted:** July 22, 2025 | Incomplete **Application Resubmitted**: November 4, 2025 | Complete **First DRC Meeting:** December 11, 2025 **Application Resubmittal:** July 7, 2026 | Incomplete **Status as of 7/24/26:** Agreement in review. Pending submittal of plans.
CD25-11A 000183-2025-APP	**J.R. Metayer Vacation** **Orange Grove Manors Block 4 Lots 4 and 5** 2981 NW 29 Ter 494229060450 Vacate Right-of-Way JR Metayer	Request for the City to abandon the unimproved NW 30th Street right-of-way adjacent to the site on the north side.	**Neighborhood Participation Meeting (NPM):** February 20, 2025 **Application Submitted: May 16, 2025** | Incomplete Application **Neighborhood Participation Meeting (NPM):** November 18, 2025 **Application Submitted:** November 20, 2025 **Current Status as of 7/24/26:** Pending resubmittal
CD-26-08Z, **CD26-09CU** 000204-2026-APP	**3600 NE 5 Avenue, Landscape Outdoor Storage Use.** 3600 NE 5 Avenue *494222000630* DRC Site Plan and Conditional Use application Joselyn Aldas, Keith and Associates	A major Development Review Committee (DRC) Site Plan and Conditional Use application to allow an outdoor storage use, identified by parcel ID number: 494222000630, located at 3600 NE 5 Avenue	**Neighborhood Participation Meeting (NPM):** June 1, 2026 **Application Submitted:** 06/04/26| Complete and distributed on 06/04/26 **DRC Meeting Date:** July 9, 2026 **Planning & Zoning Board:** pending **City Commission |** pending **Current Status as of 07/24/26:** Pending applicant resubmittal.
CD26-05Z **CD26-06CU** 000202-2026-APP	**Rooftop Cinema Club** 3333 N Federal HWY, 494224150121 DRC Site Plan and Conditional Use application Joshua Deitchman	A major Development Review Committee (DRC) Site Plan and Conditional Use application to allow two conditional uses for an outdoor cinema and a bar	**Neighborhood Participation Meeting (NPM):** May 7, 2026 **Application Submitted:** May 11,2026 | Complete **DRC Meeting Date:** June 11, 2026 **Planning & Zoning Board:** pending **City Commission |** pending **Current Status as of 07/24/26:** Pending applicant resubmittal.

City of Oakland Park Development Activity Report

Case Number	Development	Summary	Milestones
CD25-28OP3D 000195-2025-APP	**Aspire** 830-840 E Oakland Park Blvd *494226380070 & 494226380010* Site Plan, Bonus Provision Program, Right-of Way Vacation Nectaria Chakas, Lochrie & Chakas, P.A.	An application for a Site Development Plan in the Middle River (MR) subarea of the Oakland Park Downtown Development District (OP3D). The proposed project will include two 5-story buildings connected with a pedestrian bridge over NE 8th Terrace and is to include 334 multifamily units and 9,652 sf of commercial use. An application to vacate the existing right-of-way for NE 8th Terrace is included, with access to be provided through the site via a new access easement.	**Neighborhood Participation Meeting (NPM):** October 6, 2025 **Application Submittal:** November 6, 2025 (Incomplete), November 25, 2025 (Complete) **First DRC Meeting**: 1st DRC meeting Waived **Second Submittal:** February 20, 2026 (Incomplete), February 26, 2026 (Complete) **Second DRC Meeting**: March 26, 2026 **Third Submittal:** April 17, 2026 **Second Neighborhood Participation Meeting (NPM)**: May 7, 2026 **Third DRC Meeting:** May 14, 2026; Approved subject to requirement for resubmittal addressing open comments. **Fourth Submittal:** June 26, 2026 (Complete) **Final DRC Report:** Issued June 30, 2026 **Current Status as of 7/24/26:** Pending Planning & Zoning Board
CD26-10Z **CD26-11CU** 000205-2026-APP	**Automobile Dealership** 4047 N Andrews Ave *494222082500* Site Plan & Conditional Use - Juan David Rozo	A proposed Site Development Plan and Conditional Use Application for a Automobile Sales Dealership for new car and truck (with appurtenant repair shop and used vehicle sales lot) to be located within the B-2 zoning district.	**Second Neighborhood Participation Meeting (NPM):** June 4, 2026 **Application Submitted:** June 8, 2026| Incomplete Application **First DRC Submittal:** July 21, 2026 **First DRC Meeting:** August 13, 2026 **Current Status as of 7/24/26:** In Review

DRC Projects that Only require DRC Approval - No Public Hearing Required

Case Number	Development	Summary	Milestones
CD25-26Z 000194-2025-APP	**Andrews Business District** 3291 North Andrews Avenue *494222530010* Site Plan David Ramirez	A major Development Review Committee (DRC) Site Plan application to allow the construction of a 4,135 sq. ft. retail and office use building.	**Neighborhood Participation Meeting (NPM):** September 25, 2025 **Application Submitted:** October 10, 2025 | Complete Application **DRC Meeting:** November 13, 2025 **Current Status as of 07/24/26:** In Review
CD26-03Z 000201-2026-APP	**Laundromat 55** 119 W Oakland Park Blvd & 7 NW 31 St 494222000490 & 494222450010 Site Plan, Unity of Title Stephen Tulloch	A site development plan for the existing restaurant at the property located at 119 W Oakland Park Blvd to be combined with the adjacent vacant lot for a new 5,764 sf laundromat building.	**Neighborhood Participation Meeting (NPM):** November 6, 2025 **Application submittal:** March 10, 2026 | Complete Application **DRC Meeting:** 1st DRC meeting Waived **Current Status as of 7/24/26:** Pending resubmittal
CD25-08Z 000181-2025-APP	**Luccalino's Restaurant** 4211-4215 N Federal Hwy *494224060120* Site Plan Norberto Loianno	A proposed major amendment to the existing Site Plan for the renovation and expansion of 2,196 square feet to the current 4,124 square foot structure, resulting in a total floor area of 6,320 square feet for an Italian Cucine restaurant located within the B-1 zoning district.	**Neighborhood Participation Meeting (NPM):** July 3, 2025 **Application Submitted:** September 11, 2025 | Complete Application **DRC Meeting:** October 9, 2025 **Second Submittal:** December 16, 2025 **Second DRC Meeting:** January 22, 2026 **Third Submittal:** March 2, 2026 **Third DRC Meeting:** April 9, 2026 **Current status as of 7/24/26:** DRC approved contingent upon resolution of outstanding comments. Pending resubmittal.

City of Oakland Park Development Activity Report

Case Number	Development	Summary	Milestones
CD24-09Z 000144-2024-APP	**Kids in Action Creative Minds Preschool** 171-231 E. Commercial Boulevard *494215040170* Site Plan Alejandro Torrealba	Site Development Plan review and a unity of title for a major renovation and expansion of an early childhood education and learning center serving infants through 5 years of age. The proposal includes a total enrollment of 248 students at the center, located within the B-1 Zoning District	**Neighborhood Participation Meeting (NPM):** October 11, 2023 **Application Submitted:** April 29, 2024 | Incomplete Application **Application Resubmitted:** July 8, 2024 | Incomplete Application **First Submittal:** July 12, 2024 | Complete Application **First DRC Meeting:** August 8, 2024 **Second Submittal:** February 6, 2025 **Second DRC Meeting:** March 13, 2025 **Third Submittal:** July 17, 2025 **Third DRC Meeting:** August 14, 2025 **Fourth Submittal:** February 2, 2026 **Fourth DRC Meeting:** February 26, 2026 **Fifth Submittal:** March 26, 2026 **Fifth DRC Meeting:** April 23, 2026 **Current status as of 7/24/26:** Pending resubmittal.
CD25-19OP3D 000190-2025-APP	**Villas del Sol** 1001 NE 33 ST Oakland Park *494223051320* Site Plan Kyle Mailloux	A new two-story townhouse project with four units. Each unit is 1,782 square feet under air and has a two-car garage.	**Neighborhood Participation Meeting (NPM)**: July 15, 2025 **Application Submitted**: August 5, 2025 | Incomplete Application **Application Resubmitted:** October 5, 2025 | Complete Application **DRC:** Applicant waived meeting of November 13, 2025 **Application Submitted:** April 10, 2026 **DRC Meeting**: May 14, 2026 **Current Status as of 7/24/26:** Pending Resubmittal
CD25-27Z 000196-2025-APP	**Oakland Park Medical Building** 1677 & 1691 E Oakland Park Blvd *494223060940 & 494223060930* Site Plan Carol Facey	A Site Development Plan for a 3-story medical office building.	**Neighborhood Participation Meeting (NPM)**: Oct 05, 2023 **Neighborhood Participation Meeting (NPM)**: Dec 05, 2024 **Neighborhood Participation Meeting (NPM)**: Sept 25, 2025 **Application Received**: August 5, 2025 | Incomplete Application **Application Received:** December 03, 2025 | Incomplete Application **Current Status as of 7/24/26:** Pending resubmittal
CD23-34Z 000136-2023-APP	**Munoz Autobody Shop Expansion** 1048 NE 43 Court *494223220450* Site Plan Dr. S.E. Beladi, P.E.	A major amendment to an existing Site Plan submitted to expand an existing body shop by adding a paint spray facility.	**Neighborhood Participation Meeting (NPM):** October 11, 2023 **Application Submitted**: December 27, 2023 | Incomplete Application **Inactive Application Letter Sent to Applicant:** February 20, 2025 **DRC Meetings:** February 27, 2025 | Applicant attended and requested to not have his application withdrawn. **First Submittal:** March 19, 2025 **Second Neighborhood Participation Meeting (NPM):** April 8, 2025 **First DRC meeting:** April 10, 2025 **Second Submittal:** July 22, 2025 **Second DRC Meeting:** August 28, 2025 **Third Submittal:** February 3, 2026 **Third DRC Meeting:** March 12, 2026 **Fourth Submittal:** May 26, 2026 **Fourth DRC Meeting:** June 25, 2026 **Current status as of 7/24/26:** DRC approved contingent upon resolution of outstanding comments. Pending resubmittal.

Page 3 of 3

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 25

MEETING DATE: 8/5/2026

PREPARED BY:	City Attorney's Office	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT: City Attorney Report 08/05/26

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

Report

CITY ATTORNEY ACTIVITY REPORT

CITY COMMISSION AGENDA

August 5, 2026
6:30 PM

AGENDA PREPARATION

RESOLUTIONS/AGENDA ITEMS:

1. Bonus Provision Program Application – Proposed Health and Fitness Facility at 1048 East Oakland Park Boulevard.

2. Renewal of Legislative Lobbying Consultant Services Agreement.

3. Agreement Renewal with Hands on South Florida.

4. Approval of an Agreement with Alarm Program Systems, LLC (APS) for False Alarm Reduction Program (FARP) Administrative Services Utilizing City of Wilton Manors Agreement #RFP 2025-03.

5. Purchase and Installation of Zoom Room Equipment for Backup EOC at Fire Station 9. Second, and Final Renewal of Fire Rescue EMS Billing Services Contract to EMS Management & Consultants, Inc. (EMSMC).

6. Third Amendment to the Disposal Agreement with Waste Management Inc. of Florida.

7. First Renewal of RFP #072523 – Solid Waste Continuing Consulting Services with Kessler Consulting Services, Inc.

8. Approval of a 90-Day Temporary Extension of the Agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services.

9. Resolution Approving an Interlocal Agreement Between Broward County and the City of Oakland Park for the Installation and Maintenance of Bus Shelters.

10. Police and Fire Pension Board Appointment – One (1) Member.

11. Local Government Area of Opportunity (LGAO) Support Request – Urban League of Broward County – Village of Oakland Park Project.

12. Approval to Piggyback the City of Coral Springs Agreement with Pro Transportation, Inc. d/b/a ProKel Mobility for Community Shuttle Operations.

13. Approval to Piggyback the City of Boynton Beach Contract with Rose Paving, LLC for Community Shuttle Stop ADA Improvements.

14. Eighth Amendment to the Development Agreement with Horizon Oakland Park, LLC for the Acquisition of Downtown Properties.

15. Seventeenth Amendment to the Purchase and Sale Agreement with Horizon Oakland Park, LLC for the Acquisition of Downtown Properties.

16. Amended Parking Agreement with Horizon Oakland Park, LLC for the Redevelopment of the zoo

17. Resolution of Support to Negotiate the Potential Acquisition of Property in Oakland Park from a State Agency.

ORDINANCES

LITIGATION/ADMINISTRATIVE PROCEEDINGS:

1. Oakland Park Dixie v. School Board Broward County, et al. Case No.: CACE 26-003633
2. Father Robert Caudill, All Saints Catholic Mission, Inc. v. City of Oakland Park, Florida
3. Power Financial Credit vs. 4900 Powerline LLC , City of Oakland Park et al (Foreclosure)
4. Space Coast Union (Richard Smith/ Derick Bolinder) vs. City of Oakland Park (Foreclosure)
5. NewRez LLC vs. Bolinder, Derick, City of Oakland Park et al (Foreclosure)
6. Aleksandr Veksler Plaintiff vs. Anthony Younglove, et al Defendant (Foreclosure)
7. Newtek Small Business Finance vs DYC, LLC, City of Oakland Park Florida et al (Foreclosure)

LITIGATION (monitoring)

1) Jerson Velazquez Ordonez vs. City of Oakland Park et al
2) Coty Dean Griffiths v. Oakland Park (Auto Negligence)
3) Michelle Garcia v Cypress Lakes Owner, LLC (Trip and Fall/Negligence)
4) Allan Sendel vs. Oakland Park (Negligence)
5) Personal Injury Claim - Gregory Yusaf
6) Charles Payne vs. City of Oakland Park (Negligent Retention)
7) Maria Bernadette Garguilo v. City of Oakland Park Case: 2025 CA 00531 (Auto Negligence claim)
8) Joseph DiMarco v. City of Oakland Park et. al. (Personal Injury claim)
9) Dallas Pralle v. City of Oakland Park (Personal Injury claim)

MUNICIPAL PROSECUTIONS

- No cases pending.

MISCELLANEOUS

1. Prepare for closing Horizon project
2. City of Oakland Park/ Oakland Storage
3. Community Enhancement/ Code Lien Reduction Policy
4. Oakland Park Storage Builders, LLC

BOARDS

- Code Enforcement Board
- Unsafe Structures Board
- P&Z Board
- Board of Adjustment
- GEPP Board