

City of Fort Lauderdale

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Meeting Minutes

Tuesday, June 6, 2023

6:00 PM

The Parker

707 Northeast 8th Street, Fort Lauderdale, FL 33304

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor

PAM BEASLEY-PITTMAN Vice Mayor - Commissioner - District III

JOHN C. HERBST Commissioner - District I

STEVEN GLASSMAN Commissioner - District II

WARREN STURMAN Commissioner - District IV

GREG CHAVARRIA, City Manager

DAVID R. SOLOMAN, City Clerk

D'WAYNE M. SPENCE, Interim City Attorney

PATRICK REILLY, City Auditor

CALL TO ORDER

Mayor Trantalis called the meeting to order at 6:29 p.m.

Closure of the Executive Closed-Door Session

Mayor Trantalis announced the closing of the Executive Closed-Door Session at 6:29 p.m.

Pledge of Allegiance

Mayor Dean J. Trantalis

MOMENT OF SILENCE**ROLL CALL**

Present: 5 - Vice Mayor Pam Beasley-Pittman, Commissioner Warren Sturman, Commissioner John C. Herbst, Commissioner Steven Glassman and Mayor Dean J. Trantalis

QUORUM ESTABLISHED

Also Present: City Manager Greg Chavarria, City Clerk David R. Soloman, Interim City Attorney D'Wayne M. Spence, and City Auditor Patrick Reilly

AGENDA ANNOUNCEMENTS

Mayor Trantalis announced the following update to the published Agenda:

REVISED:

CR-5 - Exhibit 1 was revised to correct a scrivener's error on page one and in Section 2; a paragraph was added to Exhibit B.

CR-7 - CAM was revised to add information to the Background detail section.

M-2 - Exhibit 1 was revised on pages 1, 13, and 14.

WALK-ON ITEM:

WALK-ON - Resolution Ratifying the Application for and Authorizing the Acceptance of Grant Funds and Execution of Florida Local Government Cybersecurity Grant Program from Florida Digital Services, State of Florida Department of Management Services

A copy of the revised Agenda items and the Walk-On Agenda item are attached to these Meeting Minutes.

Approval of MINUTES and Agenda

[23-0522](#)

Minutes for April 18, 2023, Commission Regular Meeting, May 2, 2023, Commission Joint Workshop with Budget Advisory Board, May 2, 2023, Commission Conference Meeting and May 2, 2023, Commission Regular Meeting - (Commission Districts 1, 2, 3 and 4)

Commissioner Glassman made a motion to approve the Meeting Minutes and the Agenda as amended and was seconded by Commissioner Herbst.

APPROVED AS AMENDED - Agenda Approved as Amended

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

PRESENTATIONS

PRES- [23-0568](#)
1

Presentation by Taiwan Director General Charles Chou

Mayor Trantalis presented a Proclamation to Director General Charles Chou, Miami Taipei Economic and Cultural Office (TECO), declaring *June 6th, 2023, as Taiwan Day in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

Director General Charles Chou thanked the Commission for this recognition recognizing the Taiwanese community and the Sister City relationship with Gaussian, Taiwan.

PRESENTED

PRES- [23-0569](#)
2

Commissioner Sturman to present a Proclamation declaring June 6, 2023, as Book Explorers Reading Program Day in the City of Fort Lauderdale

Commissioner Sturman presented a Proclamation declaring *June 6,*

2023, as Book Explorers Reading Program Day in the City of Fort Lauderdale, reading the Proclamation in its entirety. Zoie Saunders, Chief Education Officer, read the names of volunteers who participated in this youth literacy mentorship program and the educator who oversaw the program.

PRESENTED

PRES- [23-0570](#)
3

Vice Mayor Beasley-Pittman to present a Proclamation declaring May 12, 2023, as National Childcare Provider Appreciation Day in the City of Fort Lauderdale

Vice Mayor Beasley-Pittman presented a Proclamation declaring *May 12, 2023, as National Childcare Provider Appreciation Day in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

The Proclamation was accepted by Ancel Pratt, III, Senior Director of Communications & Outreach for the Early Learning Coalition of Broward County, Inc.

PRESENTED

PRES- [23-0584](#)
4

Vice Mayor Beasley-Pittman to present a Proclamation declaring June 11, 2023, as Salvation Army Majors Stephen and Connie Long Day in the City of Fort Lauderdale

Vice Mayor Beasley-Pittman presented a Proclamation declaring *June 11, 2023, as Salvation Army Major Stephen and Connie Long Day in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

Salvation Army Major Stephen Long accepted the Proclamation and thanked the Commission for this recognition.

PRESENTED

PRES- [23-0571](#)
5

Commissioner Glassman to present a Proclamation declaring June 2023, as LGBTQ+ Pride Month in the City of Fort Lauderdale

Commissioner Glassman presented a Proclamation *declaring June 2023, as LGBTQ+ Pride Month in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

Robert Kesten, Executive Director - Stonewall National Museum, Archives, and Library accepted the Proclamation and thanked the Commission for this recognition.

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

Mayor Trantalis explained the procedures and details about how members of the public could speak on Consent Agenda items.

CR-1:

Mayor Trantalis recognized Ted Inserra, 912 SW 19th Street. Mr. Inserra provided his perspective in support of this Agenda item.

CM-3:

Mayor Trantalis recognized Marc Dickerman, 1417 SW 2nd Street. Mr. Dickerman spoke in support of this Agenda item.

CONSENT AGENDA

Mayor Trantalis announced the following Consent Agenda items were pulled by Commission Members for separate discussion:

CM-3: Commissioner Glassman and Commissioner Sturman

CP-2: Commissioner Glassman and Commissioner Sturman

Approval of the Consent Agenda

Commissioner Herbst made a motion to approve the Consent Agenda and was seconded by Commissioner Sturman.

Approve the Consent Agenda

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CONSENT MOTION

CM-1 [23-0529](#) Motion Approving an Event Agreement for Igloo Cooler Festival - (Commission District 3)

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CM-2 [23-0458](#) Motion Accepting FY2022/2023 Broward County Enhanced Marine Law Enforcement Grant Increase - \$7,392 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CM-3 [23-0532](#)

Motion Approving a Limited Motor Vehicle Parking License Agreement with the Florida Department of Management Services for the Use of Parking at 1400 West Commercial Boulevard for Events held at DRV PNK Stadium - (Commission District 1)

Commissioner Glassman discussed his understanding of details related to this Agenda item. In response to Commissioner Glassman's questions, City Manager Chavarria explained this Agenda item allows the City to have an agreement with the State of Florida (State) available for City events utilizing this parking area and noted related details.

Interim City Attorney D'Wayne Spence explained this agreement is tied to the use of the stadium and is not limited to the City's minimum usage of DRV PNK Stadium. Commissioner Glassman noted this is not related to parking for Inter Miami home games and cited examples. Further comment and discussion ensued.

In response to Commissioner Glassman's questions, Ben Rogers, Transportation and Mobility Department Director, explained details related to the amount charged by Inter Miami that includes a convenience fee, approximately \$29 per game. Further comment and discussion ensued.

In response to Commissioner Sturman's questions, City Manager Chavarria explained the \$100 annual cost to the State for use of this parking lot and the percentage after the \$14,000 threshold is met. Initially, Miami Beckham could not contract directly with the State and is the reason the City has this agreement. City Manager Chavarria confirmed recent input from Miami Beckham confirming it is now able to contract directly with the State and confirmed liability insurance, staff, security, and traffic would be factored in to Inter Miami's use of the parking area.

Commissioner Sturman made a motion to approve this Agenda item and was seconded by Commissioner Glassman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CONSENT RESOLUTION**CR-1** [23-0577](#)

Resolution Delegating Authority to the City Manager to Execute a Temporary Beach License and Outdoor Event Agreement with the Florida Panthers Foundation, Inc. for a Celebratory Parade Should the Florida Panthers Hockey Team Win the 2023 NHL Stanley Cup

Championship - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CR-2 [23-0490](#)

Resolution Approving a First Amendment to City of Fort Lauderdale FY 2023 Not for Profit Grant Participation Agreement between the City of Fort Lauderdale and Museum of Discovery and Science, Inc. - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CR-3 [23-0495](#)

Resolution Finding a Public Purpose; Approving an Extension of the Term of a Lease with Coral Ridge Golf Course, Inc. in Exchange for a Grant of Multiple Easements Subject to Terms and Conditions; Accepting Easements from Coral Ridge Golf Course, Inc.; Abandoning an Existing Easement; Approving the Land Rights Swap Agreement and First and Second Amendment to Lease with Coral Ridge Golf Course, Inc. - (Commission District 1)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CR-4 [23-0525](#)

Resolution Endorsing the Southeast Florida Climate Action Pledge - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CR-5 [23-0552](#)

Resolution Designating Alternative Locations for Public Meetings of the City Commission and Advisory Boards and Committees and for the Designation of Alternative Locations for Posting of Notices - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CR-6 [23-0553](#)

Resolution Approving the Design Review Reimbursable Agreement and Authorizing the City Manager to Execute the Design Review Reimbursable Agreement and all Amendments to the Design Review Reimbursable Agreement and any Documents Associated with the

Agreement with the Department of Transportation Federal Aviation Administration - \$51,017 - (Commission District 1)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CR-7 [23-0511](#)

Resolution Approving a Third Amendment to Lease Agreement with Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation for Parcels 8CE, 10AB and 11ABCD at the Fort Lauderdale Executive Airport and Authorizing the City Manager to Execute the Lease Agreement - (Commission District 1)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CR-8 [23-0215](#)

Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2023 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CONSENT PURCHASE

CP-1 [23-0426](#)

Motion Approving Agreement for Purchase and Installation of three (3) Ocean Rescue Lifeguard Towers - Bausch Enterprises, Inc. - \$268,450 - (Commission Districts 2 and 4)

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CP-2 [23-0559](#)

Motion Approving the Award of Design Consulting Services for the Las Olas Corridor Mobility Project, including the East and West Corridors, with Kimley-Horn & Associates, Inc. and WSP USA, LLC. - (Commission Districts 2 and 4)

In response to Mayor Trantalis' questions, City Manager Chavarria explained this Agenda item addresses the opportunity to negotiate the east and west portions of the Las Olas Mobility Plan, which would be followed by Staff returning to the Commission for contract award. The Evaluation Committee ranked the two (2) firms twice and both resulted in a tie.

Mr. Rogers clarified the background details of the potential award. This

Agenda item represents awarding the solicitation to two (2) firms followed by the next steps, negotiating the agreement and issuing future task orders.

In response to Commissioner Glassman's questions, Glenn Marcos, Finance Department Assistant Director - Procurement, explained the original intent to move forward with one (1) firm and the discretion to award to more than one (1) firm under the Code.

Interim City Attorney Spence explained that Section 1-19(c)(6) of the Broward County Code of Ethics for Elected Officials (Code of Ethics) deems it a conflict of interest for elected officials to serve as voting members in the selection/evaluation of any prospective procurement for the elected officials' government entity. Commission Members hearing and deciding on selecting a proposal related to this Agenda item would violate the Broward County Code of Ethics.

Commissioner Glassman remarked on his interpretation of the Code of Ethics. Interim City Attorney Spence explained the need to interpret the Code of Ethics in conjunction with the City's Procurement Code and explained related details. Commissioner Glassman reiterated his disagreement, noted the need for a mechanism to address this type of situation, and expounded on his viewpoint.

Mayor Trantalis recognized Mary Fertig, 511 Poinciana Drive, on behalf of the Idlewyld Improvement Association. Ms. Fertig spoke in opposition to this Agenda item.

Mayor Trantalis recognized Anne Hilmer, 621 Idlewyld Drive. Ms. Hilmer spoke in opposition to this Agenda item.

Mayor Trantalis recognized Lois Scobie, 2500 E. Las Olas Boulevard, on behalf of the Marine Tower Condominium. Ms. Scobie spoke in opposition to this Agenda item.

Mayor Trantalis recognized John Gagne, 520 SE 5th Avenue. Mr. Gagne discussed his viewpoint regarding this Agenda item.

Mayor Trantalis recognized Ted Inserra, 912 SW 19th Street. Mr. Inserra spoke in opposition to this Agenda item.

Mayor Trantalis recognized Pratima Raju, 100 SE Third Avenue, WSP USA, LLC. Ms. Raju provided her viewpoint regarding this Agenda item, submitted documents related to this Agenda item, and discussed related details.

A copy of the documents have been made part of the backup to this Agenda item.

Commissioner Glassman discussed concerns related to Staff negotiating pricing for the eastern portion of the Las Olas Mobility Project, noted the need to ensure both firms are treated equitably, and remarked that the RFQ only addresses the area from the Sospiro Canal Bridge to Andrews Avenue. Commissioner Sturman concurred with items raised by Commissioner Glassman and commented on the ambiguous nature of the areas described in the RFQ.

Mr. Rogers provided an overview and history of the Project's five (5) character area segments (segments). Staff will reach out to both firms for pricing on all segments of the Project. Staff will request line items for segments, including outreach costs and other considerations, and memorialize them in an agreement that would be used by Staff to issue task orders in the future to one (1) firm or both firms. Commissioner Glassman remarked on his understanding of the RFQ.

Mr. Marcos explained details related to items included in the RFQ integrating and referencing the Las Olas Mobility Conceptual Design Vision Master Plan (Vision Plan), which references the western and eastern corridors. Commissioner Glassman remarked on his viewpoint. Mr. Marcos said Staff's intent is to approach both firms and negotiate a similar scope of work integrating the Vision Plan discussed in the RFQ. Commissioner Glassman discussed existing budget allocations and related concerns.

In response to Commissioner Sturman's question, Ms. Raju said both bids included Colee Hammock and the downtown shops on the western portion of the Vision Plan. It did not include the eastern portion. Commissioner Sturman concurred with Commissioner Glassman's comments, remarked on related concerns, and discussed his viewpoint. Further comment and discussion ensued.

Commissioner Herbst confirmed his understanding of Mr. Marcos' comments that the work is based on the Vision Plan that includes both the western and eastern corridors. He noted that the original study was a comprehensive end-to-end study, and the RFQ is only for the western portion.

Interim City Attorney Spence explained the need to be consistent with both the RFQ documents and the process outlined in the Code. The Code and the procurement manual provide that after the evaluation of the

evaluation committee, negotiations start. Following negotiations, results are presented to the Commission for an award. Negotiations would include the two (2) most highly-qualified vendors, and the results of that negotiation would come back to the Commission for contract award selection.

In response to Commissioner Herbst's question, Interim City Attorney Spence confirmed the scope of work could not change at this point. Mr. Marcos confirmed the RFQ has the Vision Plan as an attachment, which references the eastern corridor but was not bid upon. Further comment and discussion ensued.

Commissioner Glassman remarked on his objection to the interpretation of Broward County Code Section 1-19 and expounded on related details. Interim City Attorney Spence explained Staff does not disagree with that language, only the local process. Both the Ordinance and the Procurement Manual state that after the selection committee selects the highest qualified proposal, negotiation of terms begin before it is brought forward to the Commission for approval.

In response to Commissioner Glassman's questions, Mr. Rogers clarified that Section 2.18.3 states the City may require additional items or services of a similar nature that are not specifically listed in this contract and noted related details. The Procurement Department interprets those additional services, and those service items apply to both the east and west corridors of the Vision Plan that are eligible for this solicitation. He acknowledged concerns discussed by Commission Members. Should the Commission direction include only moving forward with the western portion, Staff would need to go out with a new RFQ for the eastern segment.

In response to Mayor Trantalis' question, Mr. Rogers explained in the past, the Procurement Department had brought forward the award and the agreement at the same time. Given the evaluation committee tie and the project complexities and dynamics, Staff brought it forward as a dual award to ensure Staff is on the correct path forward. The task order process allows Staff to identify the consulting firm and distribute the work. Once the contract is executed, task orders would be issued as necessary. This Agenda item does not commit the City. Mayor Trantalis remarked that this Agenda item is premature.

Mayor Trantalis recognized Ellyn Bogdanoff, Esq., Becker & Poliakoff, P.A., One East Broward Boulevard, on behalf of Brazaga and WSP USA LLC. Ms. Bogdanoff explained her position regarding the process and expounded on her opinion. Further comment and discussion ensued.

Interim City Attorney Spence disagreed with Ms. Bogdanoff and cited portions of Florida Statutes. He confirmed that the Ordinance deals with the Code of Ethics, not the committee selection process. Further comment and discussion ensued.

Mayor Trantalis recognized Tricia Halliday, 50 Nurmi Drive. Ms. Halliday spoke in opposition to this Agenda item.

Mayor Trantalis recognized Mike Schneider, 139 Fiesta Way. Mr. Schneider spoke in opposition to this Agenda item.

Mayor Trantalis recognized Janet Gualtieri, 106 Nurmi Drive, on behalf of the Nurmi Isles Homeowners Association. Ms. Gualtieri provided her viewpoint and concerns regarding this Agenda item.

Mayor Trantalis recognized Jacquelyn Scott, 1626 SE 1st Street. Ms. Scott spoke in support of this Agenda item and expounded on her viewpoint.

Commissioner Sturman noted that this Agenda item selects an engineering firm. In response to Commissioner Sturman's question, Mr. Rogers explained his understanding of Ms. Scott's questions for a cost line item, which he would discuss with Ms. Scott. Commissioner Sturman noted the need for a review of the traffic impact on the surrounding area. Further comment and discussion ensued.

Commissioner Sturman noted the need for an alternative that would keep the median and remove the on street parking to allow wider sidewalks and trees. Mr. Rogers confirmed this Agenda item relates to a conceptual design. Further comment and discussion ensued.

In response to Vice Mayor Beasley-Pittman's question, Mr. Rogers explained that this Agenda item approves the award of two (2) firms, closes out the solicitation process, and officially moves Staff to the pricing negotiation phase with the two (2) firms. Staff will return to the Commission with the most competitive price. Further comment and discussion ensued.

In response to Commissioner Herbst's question, Mr. Marcos confirmed the Consultants' Competitive Negotiation Act does not allow pricing for the selection of the firm. After approval, Staff is ready to negotiate pricing. Mr. Rogers explained Staff would negotiate terms and would be brought back to the Commission.

Commissioner Glassman made a motion to approve this Agenda item and was seconded by Commissioner Herbst.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

MOTIONS

- M-1** [23-0530](#) Motion Approving an Event Agreement, Related Road Closures and Request for Music Exemption for Food in Motion - (Commission District 2)

Commissioner Glassman made a motion to approve this Agenda item and was seconded by Vice Mayor Beasley-Pittman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

- M-2** [23-0564](#) Motion Approving an Agreement with the Florida Beach Bowl, Inc. to host the Florida Beach Bowl at DRV PNK Stadium - (Commission Districts 1, 2, 3 and 4)

Commissioner Sturman discussed his understanding of the four (4) City Special Events per year at DRV PNK Stadium allowed under the City's Comprehensive Agreement with Miami Beckham United. Interim City Attorney Spence confirmed.

Vice Mayor Beasley-Pittman made a motion to approve this Agenda item and was seconded by Commissioner Sturman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

- M-3** [23-0344](#) Motion Approving an Agreement for GTL Chlorine Flash Remix Remodel Project - David Mancini & Sons, Inc.- \$11,516,111.88 - (Commission Districts 1, 2, 3 and 4)

Commissioner Sturman made a motion to approve this Agenda item and was seconded by Commissioner Glassman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

- M-4** [23-0389](#) Motion Approving the Purchase of Carbon Dioxide pH Control

System for the Fiveash Water Treatment Plant - RF Environmental Services, Inc. - \$2,999,000 - (Commission Districts 1, 2, 3 and 4)

In response to Vice Mayor Beasley-Pittman's question, it was confirmed that this Agenda item represents current needs.

Commissioner Herbst noted that this treatment system will no longer be needed when the Prospect Lake Well Fields are operational, anticipated in approximately two (2) years. Commissioner Sturman noted this Agenda item addresses an Environmental Protection Agency (EPA) mandate.

Commissioner Sturman made a motion to approve this Agenda item and was seconded by Commissioner Glassman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

M-5 [23-0428](#)

Motion Approving Agreement with Broward County Community Development Corporation, Inc. d/b/a Broward Housing Solutions (BHS) to Award HOME-ARP Funds in the Amount \$1,071,215.00 for the Development of a HOME-ARP Affordable Rental Housing Project - (Commission Districts 1, 2, 3 and 4)

Commissioner Glassman made a motion to approve this Agenda item and was seconded by Vice Mayor Beasley-Pittman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

M-6 [23-0540](#)

Motion Approving a Construction Agreement for NE 4th Avenue Streetscape Improvements - FG Construction, LLC - \$864,106.01 - (Commission District 2)

Mayor Trantalis recognized Troy Liggett, 707 NE 17th Court and Middle River Terrace Neighborhood Association President. Mr. Liggett provided his viewpoint regarding this Agenda item and submitted a document to the City Clerk.

A copy of the document has been made part of the backup to this Agenda item.

In response to Mayor Trantalis' question, Ben Rogers, Transportation and Mobility (TAM) Department Director, explained TAM was involved towards the end of this project and noted that direction came from the

Central City Redevelopment Advisory Board. Mr. Rogers noted having meetings with Mr. Liggett, remarked on related details and challenges associated with this project being grant funded, and timing restrictions.

Mayor Trantalis commented on a redesign north of 13th Street and funding expended to enhance the median, sidewalk replacement, and traffic lane redesign to accommodate busses and school traffic. Further comment and discussion ensued.

In response to Vice Mayor Beasley-Pittman's question, Mr. Rogers explained his understanding that the grant funding from Broward County was awarded to municipalities approximately six (6) years ago for Community Redevelopment Agency (CRA) streetscape improvements .

Mayor Trantalis recognized Edward Catalano, 1245 NW 2nd Avenue, Treasurer of the South Middle River Civic Association. Mr. Catalano spoke in support of this Agenda item.

Mayor Trantalis recognized Nikola Stan, 1125 NE 5th Terrace, Middle River Terrace Neighborhood Association. Mr. Stan spoke in opposition to this Agenda item.

Mayor Trantalis recognized Ray Thrower, 1239 NW 1st Avenue, Central City Community Redevelopment Agency. Mr. Thrower spoke in support of this Agenda item.

Mayor Trantalis recognized Abby Laughlin, 1050 Seminole Drive. Ms. Laughlin spoke in support of this Agenda item.

Commissioner Glassman made a motion to approve this Agenda item and was seconded by Commissioner Sturman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

M-7 [23-0566](#)

Motion for Discussion - Relocation of City Hall Staff and City Records as well as Storage/Liquidation of Furniture, Fixtures, and Equipment Contained in the City Hall Building - (Commission Districts 1, 2, 3 and 4)

In response to Mayor Trantalis' question, City Manager Chavarria provided an overview of this Agenda item and explained it memorializes Commission direction regarding starting the process of relocating City Staff and City records as well as storage/liquidation of furniture, fixtures, and equipment contained in the City Hall building.

Commissioner Glassman made a motion to approve this Agenda item and was seconded by Commissioner Sturman.

APPROVED

Yea: 4 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

Nay: 1 - Vice Mayor Beasley-Pittman

NEIGHBOR PRESENTATIONS

NP-1 [23-0521](#) Gary Grayson - Code Enforcement

Mayor Trantalis recognized Gary Grayson, 347 N. New River Drive East. Mr. Grayson narrated a presentation entitled *NP-1 Code Enforcement* regarding the blocking of a traffic lane by cement trucks.

A copy of the presentation has been made part of the backup to this Agenda item.

In response to Mayor Trantalis' questions, Chris Cooper, Development Services Department Director, confirmed the need for a maintenance of traffic (MOT) plan for the scenario depicted in Mr. Grayson's presentation. Mr. Cooper noted that Code Enforcement is primarily complaint based and discussed related details. Further comment and discussion ensued.

Mayor Trantalis recommended Staff improve efforts to address these types of situations and requested Mr. Grayson to contact his office should improvements not happen in the next thirty (30) days.

PRESENTED

RESOLUTIONS

R-1 [23-0555](#) Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

City Clerk David Soloman read the names of Board and Committee nominees for appointment and/or reappointment at the June 20, 2023, Commission Regular Meeting.

City Clerk Soloman read into the record the names of the Board and Committee appointments and/or reappointments for Agenda item R-1 and the additional names of appointees added to this Resolution subsequent to Agenda publishing.

Commissioner Glassman introduced this Resolution as amended which was read by title only.

ADOPTED AS AMENDED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

R-2 [23-0407](#)

Resolution Approving Interlocal Agreement to Join the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida - (Commission Districts 1, 2, 3 and 4)

Commissioner Herbst remarked that two (2) of the paragraphs in the Interlocal Agreement (ILA) do not have termination dates. Interim City Attorney Spence explained the ILA sets up an authority for solid waste. Under Section 5.4, once the City Commission agrees to enter into the ILA, there is no termination clause or the ability to opt out. Commissioner Herbst remarked on his discomfort with this aspect and recommended revisiting that Section.

Commissioner Glassman commented on his understanding. Melissa Doyle, Public Works Department Program Manager, explained nuances of the ILA. Further comment and discussion ensued. Mayor Trantalis remarked on the need for this consortium to address solid waste disposal.

Commissioner Glassman introduced this Resolution which was read by title only.

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

R-3 [23-0527](#)

Resolution Approving 2023 Flood Building Permit Fee Assistance - Pursuant to Section 252.38, Florida Statutes (2022) - (Commission Districts 1, 2, 3 and 4)

Commissioner Sturman introduced this Resolution which was read by title only.

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

R-4 [23-0575](#)

Resolution Approving an Amendment to Resolution No. 23-95 to Correct the Location of the Meeting - (Commission District 4)

Vice Mayor Beasley-Pittman introduced this Resolution which was read

by title only.

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

R-5 [23-0484](#)

Quasi-Judicial Resolution Vacating a 15-Foot Utility Easement Located at 745 N Andrews Avenue - Flagler Gateway Owner, LLC. - Case No. UDP-EV22006 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Herbst made a motion to close the public hearing and was seconded by Commissioner Sturman. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Commissioner Glassman introduced this Resolution which was read by title only.

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

R-6 [23-0116](#)

Resolution Authorizing the Issuance of Stormwater Utility System Special Assessment Bonds, Series 2023A - \$210,000,000 - (Commission Districts 1, 2, 3 and 4)

Commissioner Herbst introduced this Resolution which was read by title only.

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

[23-0610](#)

WALK-ON - Motion to Extend Commission Meeting until 12 am

Commissioner Herbst made a motion to extend the meeting until 12:00 a.m. and was seconded by Commissioner Sturman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

[23-0611](#)

WALK-ON - Motion to Extend Commission Meeting until 1 am

Commissioner Glassman made a motion to extend the meeting until 1:00 a.m. and was seconded by Commissioner Sturman.

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

PUBLIC HEARINGS

PH-1 [23-0467](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from South Beach Marina and Hotel Area District (SBMHA) to Planned Development District (PDD) with an Associated PDD Site Plan and Phasing Plan Located at 801 Seabreeze Boulevard - Rahn Bahia Mar, LLC. - Bahia Mar - Case No. UDP-PDD22004 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

Robert Lochrie, Esq., Lochrie and Chakas, P.A. on behalf of Rahn Bahia Mar (Bahia Mar) LLC, narrated a presentation entitled *Bahia Mar*.

A copy of the presentation has been made part of the backup to this Agenda item.

Mayor Trantalis recognized Michael Munroe, 801 Seabreeze Boulevard. Mr. Munroe spoke in support of this Agenda item.

Mayor Trantalis recognized Lisa Namour, 801 Seabreeze Boulevard, Bahia Mar Fort Lauderdale Beach Hotel General Manager. Ms. Namour spoke in support of this Agenda item.

Mayor Trantalis recognized Albert Miniaci, 3055 Harbor Drive. Mr. Miniaci spoke in support of this Agenda item.

Mayor Trantalis recognized Johanna Fields, 2081 SW 38rd Avenue. Ms. Fields spoke in opposition to this Agenda item.

Mayor Trantalis recognized Mary Fertig, 511 Poinciana Drive. Ms. Fertig spoke in opposition to this Agenda item and submitted documents related to this Agenda item.

A copy of the document has been made part of the backup to this Agenda item.

Mayor Trantalis recognized Paula Yukna, 2701 N. Ocean Boulevard. Ms. Yukna spoke in opposition to this Agenda item.

Mayor Trantalis recognized Heather Brinkworth, 2609 NE 26th Street. Ms. Brinkworth spoke in opposition to this Agenda item.

Mayor Trantalis recognized Richard Sackett, 409 Royal Plaza Drive. Mr. Sackett discussed his viewpoint regarding this Agenda item.

Mayor Trantalis recognized Ted Inserra, 912 SW 19th Street. Mr. Inserra spoke in opposition to this Agenda item.

Mayor Trantalis recognized James Morlock, 3037 Harbor Drive. Mr. Morlock spoke in opposition to this Agenda item.

Mayor Trantalis recognized Anne Hilmer, 621 Idlewyld Drive. Ms. Hilmer spoke in opposition to this Agenda item.

Mayor Trantalis recognized Lester Zalewski, 545 S. Fort Lauderdale Beach Boulevard. Mr. Zalewski discussed his viewpoint regarding this Agenda item.

Mayor Trantalis recognized Tricia Halliday, 50 Nurmi Drive. Ms. Halliday spoke in opposition to this Agenda item.

Mayor Trantalis recognized Karin Rhodes, 347 Poinciana Drive. Ms. Rhodes discussed her viewpoint regarding this Agenda item.

Mayor Trantalis recognized Andrew Doole, 1650 SE 17th Street, on behalf of INFORMA. Mr. Doole spoke in support of this Agenda item.

Mayor Trantalis recognized Matthew Sacco, 1219 Tequesta Street, on behalf of the Marine Industries Association of South Florida. Mr. Sacco spoke in support of this Agenda item.

Mayor Trantalis recognized John Roth, 333 Sunset Drive. Mr. Roth spoke in opposition to this Agenda item and submitted a document related to this Agenda item.

A copy of the document has been made part of the backup to this Agenda item.

Mayor Trantalis recognized Marilyn Mammano, 1819 SE 17th Street, on behalf of Lauderdale Tomorrow. Ms. Mammano spoke in opposition to this Agenda item and submitted a document related to this Agenda item.

A copy of the document has been made part of the backup to this Agenda item.

Mayor Trantalis recognized Abby Laughlin, 1050 Seminole Drive. Ms. Laughlin spoke in support of this Agenda item.

Mayor Trantalis recognized Dan Teixeira, 9 North Birch Road, on behalf of Harbor House East Condominium. Mr. Teixeira spoke in support of this Agenda item.

Mayor Trantalis recognized Barry Somerstein, 2555 Lucille Drive. Mr. Somerstein spoke in support of this Agenda item.

Mayor Trantalis recognized Nancy Thomas, 1924 SE 24th Avenue. Ms. Thomas spoke in opposition to this Agenda item. She submitted a document to the Commission.

A copy of the document has been made part of the backup to this Agenda item.

Mayor Trantalis recognized Michael Fine, 805 SE 8th Street. Mr. Fine spoke in support of this Agenda item.

Mayor Trantalis recognized Lisa Malcolm, 1900 Admirals Way. Ms. Malcolm spoke in opposition to this Agenda item.

Mayor Trantalis recognized Leann Barber, 500 NE 1st Avenue. Ms. Barber discussed her viewpoint regarding this Agenda item.

Mayor Trantalis recognized Al Fernandez, 1746 SE 10th Street. Mr. Fernandez spoke in support of this Agenda item.

Mayor Trantalis recognized Jaquelyn Scott, 1626 SE 1st Street. Ms.

Scott spoke in support of this Agenda item.

Mayor Trantalis recognized William Brown, 112 N. Birch Road, and Central Beach Alliance (CBA) President. Mr. Brown spoke in support of this Agenda item.

There being no one else wishing to speak on this item, Vice Mayor Beasley-Pittman made a motion to close the public hearing and was seconded by Commissioner Herbst. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

In response to Commissioner Glassman's questions, Mr. Lochrie explained details associated with the site plan that provides zoned park space on the property. The Applicant has no objection to including this in the declaration to be attached to the existing lease (Lease) that cannot be terminated without the City's consent. Commissioner Glassman confirmed those provisions should be included and remarked they would protect the open space. He requested this condition be added to the adoption of the ordinance. Commissioner Glassman expounded on his perspective regarding the history of this Agenda item and the site plan presented tonight.

In response to Commissioner Sturman's questions, Interim City Attorney Spence confirmed the City owns this property. Ms. Mammano discussed criteria associated with Planned Development District (PDD) rezoning, the existing agreement with the Applicant, concerns related to public access on this site plan and the need for related signage.

Commissioner Sturman commented on his positive view of the hotel design and noted the need for substantial improvements in return for the PDD rezoning. In response to Commissioner Sturman's question, Interim City Attorney Spence explained that the proposed PDD rezoning includes the designated park areas to be included in the Lease declaration, and it is more protective of park space versus the rezoning of those areas as parks under the Unified Land Development Regulations (ULDR). Further comment and discussion ensued.

In response to Commissioner Sturman's questions, Lynn Solomon, Assistant City Attorney III, explained details associated with the park and promenade being controlled by the Applicant. The public has a non-exclusive right to use the park that the Applicant could close for special functions defined in the Lease. Ms. Solomon expounded on related details, including the Applicant using the promenade and the park up to two (2) days a month, up to twelve (12) hours a day, without a

special event permit. Existing Ordinances govern other limitations related to noise, lighting, and hours. Ms. Mammano explained details associated with the one hundred (100) year lease that allows the Applicant ten (10) years to build the promenade and parks.

In response to Mayor Trantalis' question, Mr. Lochrie explained because of how the site plan and PDD are being submitted, the hotel, two (2) other buildings, and the promenade are required to be completed at the same time. The Lease does not address this timeline, but the Applicant plans completion within five (5) years. Further comment and discussion ensued.

In response to Commissioner Sturman's questions, Mr. Lochrie confirmed park protections on the property. There are three hundred thirty (330) surface parking spaces. Commissioner Sturman noted the importance of ensuring the surface parking be available to the public. Mr. Lochrie confirmed public access to surface parking. Mr. Lochrie said that the Applicant would not agree to municipal meters for the surface parking.

Commissioner Sturman remarked on neighborhood compatibility concerns related to building height. In response to Commissioner Sturman's questions, Chris Cooper, Development Services Department Director, clarified the maximum height in this zoning district is one hundred forty-four feet (144'), and with PDD zoning, the building height could be more than three hundred feet (300'). Mr. Cooper noted that while height is a consideration, it is not the only consideration when Staff determines compatibility with its surroundings and explained related details. Further comment and discussion ensued.

Commissioner Herbst discussed his involvement with this property, the history of prior proposed site plans, and negotiations with the Applicant. He discussed his favorable view of the current proposed site plan that would financially benefit the City.

In response to Vice Mayor Beasley-Pittman's questions, Mr. Lochrie confirmed the Applicant agrees to address conditions associated with the existing traffic study and explained related details. He confirmed a shade study was done in compliance with Code requirements. Mr. Lochrie confirmed the Applicant's cognizance of the marine industry and remarked on related improvements.

Mayor Trantalis provided his viewpoint, including the history of this property, his perspective regarding prior site plans, and support for this Agenda item. He commented on concessions made by the Applicant

and financial benefits to the City. Mayor Trantalis discussed the need to continue addressing sustainability and the integrity of the beach and expounded on the Applicant's sustainability efforts on the property. Further comment and discussion ensued.

In response to Mayor Trantalis' question regarding adding several feet to the west side of State Road A1A to accommodate a safe bike lane in front of the site, Mr. Lochrie confirmed the Applicant would work with Staff to ensure this is accommodated and noted the final design rests with the Florida Department of Transportation (FDOT).

In response to Commissioner Glassman's question regarding conditions associated with the adoption of this Ordinance, Interim City Attorney Spence clarified Exhibit Six (6) includes proposed conditions to be substituted for the conditions attached to the proposed ordinance.

Commissioner Glassman introduced this Ordinance as amended, substituting the conditions attached to this Ordinance with the conditions included in Exhibit (6) and including the Lease declaration protecting land for a park, for the First Reading which was read by title only.

PASSED FIRST READING AS AMENDED

Yea: 4 - Vice Mayor Beasley-Pittman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

Nay: 1 - Commissioner Sturman

ORDINANCE SECOND READING

OSR-1 [23-0545](#)

Second Reading - Ordinance Amending the City of Fort Lauderdale, Florida Code of Ordinances and Unified Land Development Regulations to Provide for the Designation of Alternative Locations for Public Meetings of the City Commission and Advisory Boards and Committees and for the Designation of Alternative Locations for Posting of Notices, and Providing for an Effective Date - (Commission Districts 1, 2, 3 and 4)

Commissioner Herbst introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-2 [23-0437](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from A- 1-A Beachfront Area (ABA) District to Parks, Recreation and

Open Space (P) District - 500 Seabreeze Boulevard - City of Fort Lauderdale- Case No. UDP-Z22021 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Herbst made a motion to close the public hearing and was seconded by Vice Mayor Beasley-Pittman. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Vice Mayor Beasley-Pittman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-3 [23-0439](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from A- 1-A Beachfront Area (ABA) District to Parks, Recreation and Open Space (P) District - 3000 E. Las Olas Boulevard- City of Fort Lauderdale- Case No. UDP-Z22023 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Glassman made a motion to close the public hearing and was seconded by Commissioner Herbst. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Commissioner Herbst introduced this Ordinance for the Second Reading

which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-4 [23-0438](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Regional Activity Center - Arts and Sciences (RAC-AS) District to Parks, Recreation and Open Space (P) District - 400 SW 2nd Street - City of Fort Lauderdale- Case No. UDP-Z22022 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Sturman made a motion to close the public hearing and was seconded by Commissioner Glassman. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Commissioner Sturman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-5 [23-0440](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family and Duplex/Medium Density (RD-15) District to Parks, Recreation and Open Space (P) District - 1311 Citrus Isle- City of Fort Lauderdale- Case No. UDP-Z22024 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Vice Mayor Beasley-Pittman made a motion to close the public hearing and was seconded by Commissioner Sturman. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Commissioner Herbst introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-6 [23-0441](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from One-Family Detached Dwelling - County (RS-5) District to Parks, Recreation and Open Space (P) District - 3352 NW 63rd Street- City of Fort Lauderdale- Case No. UDP-Z22025 - (Commission District 1)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Vice Mayor Beasley-Pittman made a motion to close the public hearing and was seconded by Commissioner Herbst. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Commissioner Glassman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-7 [23-0442](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Irregular Residential - County (RS-6.7) District, Residential

Single Family/Low Medium Density (RS-8) District and Community Business (CB) District to Parks, Recreation and Open Space (P) District - 1230 SW 34th Avenue- City of Fort Lauderdale- Case No. UDP-Z22026 - (Commission District 3)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Vice Mayor Beasley-Pittman made a motion to close the public hearing and was seconded by Commissioner Sturman. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Commissioner Herbst introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-8 [23-0443](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Regional Activity Center - City Center (RAC-CC) District to Parks, Recreation and Open Space (P) District - 10 E. Broward Boulevard- City of Fort Lauderdale- Case No. UDP-Z22027 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Sturman made a motion to close the public hearing and was seconded by Vice Mayor Beasley-Pittman. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst,

Commissioner Glassman, and Mayor Trantalis

Commissioner Sturman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-9 [23-0444](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family/Low Medium Density (RS-8) District to Parks, Recreation and Open Space (P) District - 1016 Waverly Road - City of Fort Lauderdale- Case No. UDP-Z22028 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Herbst made a motion to close the public hearing and was seconded by Commissioner Glassman. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Commissioner Glassman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

OSR-1 [23-0550](#)

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Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family/Medium Density (RDs-15) District to Residential Multifamily Low Rise/Medium Density (RM-15) District - Central City CRA NW Quadrant - City of Fort Lauderdale - Case No. UDP-Z22017 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

Mayor Trantalis recognized Edward Catalano, 1245 NW 2nd Avenue, Secretary of the South Middle River Civic Association. Mr. Catalano spoke in support of this Agenda item.

Mayor Trantalis recognized Robert Cody, 1245 NW 2nd Avenue, Treasurer of the South Middle River Civic Association. Mr. Cody spoke in support of this Agenda item.

There being no one else wishing to speak on this item, Commissioner Herbst made a motion to close the public hearing and was seconded by Commissioner Glassman. Roll call showed: AYES: Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, and Mayor Trantalis

Commissioner Glassman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

[23-0582](#)

WALK-ON - Resolution Ratifying the Application for and Authorizing the Acceptance of Grant Funds and Execution of Florida Local Government Cybersecurity Grant Program from Florida Digital Services, State of Florida Department of Management Services - (Commission Districts 1, 2, 3 and 4)

Commissioner Glassman introduced this Resolution which was read by title only.

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

ADJOURNMENT

Mayor Trantalis adjourned the meeting at 12:27 a.m.



Dean J. Trantalis
Mayor

ATTEST:



David R. Soloman
City Clerk

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, DESIGNATING ALTERNATIVE LOCATIONS FOR PUBLIC MEETINGS OF THE CITY COMMISSION AND ADVISORY BOARDS AND COMMITTEES AND DESIGNATING ALTERNATIVE LOCATIONS FOR POSTING OF NOTICES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 12, 2023, certain areas of Broward County, including the City of Fort Lauderdale, experienced record breaking, severe and heavy rainfall of over 25 inches, and consequential flooding ("Flash Flooding"); and

WHEREAS, City Hall sustained substantial damage as a result of the Flash Flooding which rendered the building inaccessible; and

WHEREAS, certain provisions of the Code of Ordinances of the City of Fort Lauderdale, Florida, and the City of Fort Lauderdale, Florida Unified Land Development Regulations require certain public meetings be conducted at City Hall; and

WHEREAS, certain provisions of the Code of Ordinances of the City of Fort Lauderdale, Florida, require certain public notices be posted at City Hall; and

WHEREAS, Ordinance No. C-23-23 adopted by the City Commission on June 6, 2023, amended several provisions of the Code of Ordinances of the City of Fort Lauderdale, Florida to allow the City Commission to designate by resolution such other locations, other than City Hall, where City Commission meetings may be held; alternative locations for board and committee meetings; and, alternative locations for posting of public notices in the event City Hall is inaccessible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That pursuant to Section 2-26 of the Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance No. C-23-23 adopted June 6, 2023, the meetings of the City Commission of the City of Fort Lauderdale shall be held at facilities identified on the attached Exhibit "A".

SECTION 2. That pursuant to Sections 2-217, and 9-355 of the Code of Ordinances of the City of Fort Lauderdale, Florida, and Sections 47-30.4 and 47-33.6 of the City of Fort Lauderdale,

Florida, Unified Land Development Regulations, as amended by Ordinance No. C-23-23 adopted June 6, 2023, the meetings of any City of Fort Lauderdale advisory board or committee may be held at any of the facilities identified on the attached Exhibit "B" provided that adequate notice of such meeting location is provided to the public.

SECTION 3. That pursuant to Section 11-16 of the Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance No. C-23-23 adopted June 6, 2023, the City Clerk is hereby authorized, in consultation with the City Attorney, to designate an alternative location for posting of notice in lieu of any required notice posting at City Hall.

SECTION 4. Any locations properly designated hereby shall be considered the usual place of holding meetings for the City of Fort Lauderdale, Florida.

SECTION 5. In the event that any of the designated locations become inaccessible and there is there in no City Commission meeting scheduled in time to designate an alternative location the City Manager is hereby authorized to designate an alternative location in consultation with the City Attorney who shall evaluate such location for compliance with applicable laws.

SECTION 6. That this resolution shall be effective immediately.

ADOPTED this ____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis _____

John C. Herbst _____

Steven Glassman _____

APPROVED AS TO FORM:

Pamela Beasley-Pittman _____

Warren Sturman _____

Interim City Attorney
D'WAYNE M. SPENCE

Exhibit A

The Parker located at 707 NE 8th Street, Fort Lauderdale, Florida, 33304 shall be the usual place for public meetings of the City Commission for the following dates:

June 20, 2023

July 5, 2023

August 15, 2023

September 5, 2023

September 12, 2023

September 19, 2023

Exhibit B

Development Service Department – Greg Brewton Building
700 NW 19 Avenue, Fort Lauderdale, FL 33311

Fort Lauderdale Executive Airport (FXE)
6000 NW 21 Avenue, Fort Lauderdale, FL 33309

Fort Lauderdale Fire Station 2
528 NW 2 Street, Fort Lauderdale, FL 33311


The City Manager or his designee may schedule board and committee meetings at facilities within the municipal boundaries of the City of Fort Lauderdale that do not discriminate on the basis of sex, age, race, creed, color, origin, or economic status, or which operate in such a manner as to unreasonably restrict public access to such a facility.



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0511

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager 

DATE: June 6, 2023

TITLE: **REVISED CR-7** - Resolution Approving a Third Amendment to Lease Agreement with Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation for Parcels 8CE, 10AB and 11ABCD at the Fort Lauderdale Executive Airport and Authorizing the City Manager to Execute the Lease Agreement – **(Commission District 1)**

Recommendation

Staff recommends the City Commission adopt a resolution authorizing the City Manager to execute a Third Amendment to the Lease Agreement with Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation for Parcels 8CE, 10AB and 11ABCD, in substantially the form attached, at the Fort Lauderdale Executive Airport (FXE).

Background

Lynx FBO Fort Lauderdale, LLC (Lynx) was acquired by Atlantic Aviation Infrastructure Corporation (Atlantic Aviation) through an equity and transfer of control. Atlantic Aviation is the primary holding company for the Atlantic Aviation network of FBOs and leases Parcels 8CE, 10, and 11 at the Fort Lauderdale Executive Airport (FXE). ~~It is under a thirty (30) year Lease Agreement dated January 8, 2019, and is scheduled to expire on January 31, 2049.~~ The Lease Agreement with Lynx is for a thirty (30) year term and is scheduled to expire on January 31, 2049. The total annual rent is approximately \$744,251.11 and is adjusted annually using the Consumer Price Index (CPI) adjustment method.

At the November 1, 2022 Commission meeting, staff recommended approving a revised site plan, which included approximately 96,000 square feet of new hangars, 8,500 square feet of attached office space, and construction of a new 72,000-gallon fuel farm facility. After the Commission meeting on November 1, 2022, Lynx requested changes to the Third Amendment of the Lease Agreement that was approved by the City Commission but Lynx did not execute the Third Amendment to the Agreement. Therefore, the Third Amendment that was previously approved by the City Commission is not effective. Staff has brought a new proposed Third Amendment for the City Commission's approval that incorporates some of the changes requested by the Lessee after the November 1, 2022, City Commission meeting.

The Phase 3 development is on schedule per the Lease Terms and the required Phase 2, which consisted of a new 7,500 square foot terminal building on Parcel 8CE is complete. The previous proposed site plan that was approved by the City Commission in November 2022 listed Hangar A at 36,000 square feet and Hangar B at 60,000 square feet. Upon completion of the terminal building in January 2023, Atlantic Aviation commenced preliminary review of the Phase 3 development and realized an opportunity to maximize the square footage of Hangar A by an additional 3,000 square feet.

When completed, the revised site plan will still exceed the minimum development requirements of the Lease, which will consist of Hangar A: 39,000 square feet with 3,750 square feet of office space, Hangar B: 60,000 square feet with 4,800 square feet of office space, and construction of a new 72,000-gallon fuel farm facility. This proposed configuration will provide for the maximum amount of ramp space to facilitate aircraft movement and storage and achieve the goals of constructing approximately 99,000 square feet of new hangars and 8,550 square feet of attached office space.

In summary, the recommended Third amendment will provide for the following improvements to the site plan for Phase 3 development:

- Hangar A 39,000 square feet with 3,750 square feet of office space
- Hangar B 60,000 square feet with 4,800 square feet of office space
- Construction of a new 72,000-gallon fuel farm facility

At its meeting of March 30, 2023, the Aviation Advisory Board supported staff's recommendation to execute the Lease Amendment for Parcel 8CD, 10 and 11.

Resource Impact

There is no fiscal impact association with this action.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Business Development Focus Area
- Goal 5: Build an attractive global and local economic community marketplace.
- Objective: Provide the best-in-class regional general aviation airport amenities and services
- Objective: Create a responsive and proactive business climate to attract emerging industries

This item advances the *Fast-Forward Fort Lauderdale Vision Plan 2035*: We are Prosperous.

This item supports the Advance Fort Lauderdale Comprehensive Plan, specifically advancing:

- The Business Development Focus Area
- The Economic Development Element
- Goal 3: Recognize and include in economic development planning the role of Port Everglades and the Fort Lauderdale-Hollywood International Airport and Fort Lauderdale Executive Airports.

Attachments

Exhibit 1 – Parcels 8CE, 10 and 11 Map

Exhibit 2 –Third Amendment to Lease Agreement with Lynx FBO Fort Lauderdale, LLC
d/b/a Atlantic Aviation

Exhibit 3 – Resolution

Prepared by: Rufus A. James, Airport Director

Director: Rufus A. James

FACILITY USE AGREEMENT

This FACILITY USE AGREEMENT ("Agreement") is made and entered into this ___ day of ___ June, 2023, by and between CITY OF FORT LAUDERDALE, FLORIDA, a Florida municipal corporation, ("CITY"), whose address is 100 N. Andrews Ave., Fort Lauderdale, Florida 33301, and FLORIDA BEACH BOWL, INC, a Florida Not For Profit Corporation ("USER"), whose address is 2045 Biscayne Blvd, Suite 490, Miami, FL 33137.

RECITALS

WHEREAS, the CITY owns DRV PNK Stadium located on the Inter Miami Site at 1350 N.W. 55th Street, Fort Lauderdale, Florida, subject to that Comprehensive Agreement dated July 18, 2019, by and between the City of Fort Lauderdale and Miami Beckham United, LLC, a Delaware limited liability company, ("MIAMI BECKHAM"), as amended by that First Amendment to Comprehensive Agreement between the CITY and MIAMI BECKHAM and approved on July 5, 2022 by the City Commission of the City of Fort Lauderdale (hereinafter collectively referred to as "the Comprehensive Agreement"); and

WHEREAS, pursuant to Section 5.01 of the Comprehensive Agreement, the CITY grants MIAMI BECKHAM the exclusive, year-round right to use, manage, occupy, operate, program, market, broadcast and telecast form, grant use to third parties, license, sponsor, install fixtures and construct facilities, improvements and other structures on and to, and make any other use of and to the Inter Miami Site; and

WHEREAS, pursuant to Section 5.08 of the Comprehensive Agreement the CITY has the right to use the DRV PNK Stadium for a minimum of four (4) days per year at no charge to the CITY, except for reimbursing MIAMI BECKHAM for any operating expenses incurred by MIAMI BECKHAM; and

WHEREAS, USER requests the CITY approve the use of the DRV PNK Stadium on Thursday, December 28, 2023, and waive the facility rental fee for the period of said use, for the sole purpose of hosting the first college football bowl game between a Historically Black College or University ("HBCU") and a Mid-Major Division 1 football program; and

WHEREAS, the CITY finds USER's community engagements serve a legitimate municipal and public purpose by promoting community recreational activities and athletic programs within the City of Fort Lauderdale; and

WHEREAS, MIAMI BECKHAM and its affiliates, successors and assigns, have considered USER's request and consent to the use of the DRV PNK Stadium by USER on Thursday, December 28, 2023; and

WHEREAS, the CITY is willing to permit USER to use the DRV PNK Stadium on December 28, 2023, as one (1) of the CITY's allocated four (4) annual days under the Comprehensive Agreement, and waive the facility rental fee subject to the terms and conditions set forth in this Agreement; and

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency are hereby acknowledged, the CITY and USER agree as follows:

1. DESCRIPTION OF PREMISES.

The CITY does hereby grant USER the right, license, and privilege to occupy and use the premises branded and presently known as DRV PNK Stadium, which said premises are referred to and defined as "Stadium" in Section 1.02(o) of the Comprehensive Agreement, attached hereto and incorporated herein as Exhibit "A".

2. TERM.

USER shall have use of the Stadium, on Thursday, December 28, 2023, subject to the rights, title and interest of MIAMI BECKHAM outlined in the Comprehensive Agreement (the "Period of Use").

3. COMPENSATION.

- a. Except as otherwise provided in this Agreement, the CITY agrees to waive any and all rental fees during the Period of Use, subject to the terms and conditions contained in this Agreement.
- b. In consideration of the covenants exchanged above and herein contained, including USER's use of the Stadium, USER agrees to assume the following costs during the Period of Use:

Payment of any and all operating expenses incurred by MIAMI BECKHAM that are subject to reimbursement by the City in accordance with Section 5.08 of the Comprehensive Agreement. Such costs shall include, but are not limited to, the cost of any parking attendants, ticket takers, security personnel, clean-up crews, pro-rata utility cost, and the like provided by MIAMI BECKHAM. USER agrees to pay any and all amount due directly to MIAMI BECKHAM.

USER accepts the compensation terms outlined in this Agreement and agrees all payments due shall be made payable to MIAMI BECKHAM and mailed directly to the following address:

[insert payment instructions]

4. USE OF THE PREMISES.

USER shall use and occupy the Stadium on Thursday, December 28, 2023, for the exclusive and limited purpose of hosting a football bowl game between a Historically Black College or University ("HBCU") Bowl Game and a Mid-Major Division 1 football program. The Stadium shall not be used for any other purpose whatsoever without the written consent of the CITY. USER covenants that it will not, without written consent of the CITY, permit the Stadium to be used or occupied by any person, firm, entity, or corporation other than USER and its agents. USER shall not permit the Stadium to be used or occupied in any manner which will violate any laws or regulations of any governmental authority. USER shall not use or authorize the use of the Stadium in any manner which would have a material detrimental impact on the Stadium.

5. ALTERNATIONS AND IMPROVEMENTS TO THE STADIUM.

USER may not make any alterations, adjustment, partition, addition or improvement to the Stadium without obtaining prior written consent from the CITY and MIAMI BECKHAM. All requests by USER shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions or improvements shall remain the exclusive property of the CITY. All such alterations or improvements shall be made at the sole cost and expense of USER.

6. ASSIGNMENT OR SUBLETTING.

USER shall have no authority to assign all or any portion of the Stadium during the term of this Facility Use Agreement.

7. REIMBURSEMENT OF COSTS AND EXPENSES.

- a. Subject to the terms hereof, USER shall pay the CITY for all costs and expenses incurred by the CITY for which USER is responsible hereunder within fourteen (14) days of receipt of any invoice from CITY. If USER fails to pay the total amount due to the CITY within fourteen (14) days of the CITY's invoice, USER agrees the CITY may apply interest charges of four percent (4%) annual percentage rate to the total balance due.
- b. Should USER disagree with the invoice provided by the CITY, USER shall state its reason(s) in writing no less than Forty-Eight (48) hours of USER's receipt of the CITY's invoice and may request the City Manager to review the charges and render a decision. If USER does not agree with the City Manager's decision, USER may file a petition to the City Commission to review the City Manager's decision. If USER does not agree with the results of such review, upon the filing of a lawsuit the parties shall agree to mandatory mediation.

8. INDEMNIFICATION.

Except in instances of the negligent or willful misconduct by the CITY, its agents, officers, and/or employees, USER agrees to indemnify, defend and hold harmless the CITY, its officers, agents, and employees from and against any and all lawsuits, penalties, damages, claims, losses, judgments, decrees, settlements, costs, liabilities or expenses of every kind, sort or description, including, but not limited to, any award of attorney fees and any award for costs at the trial and appellate levels, in connection with or arising from, directly or indirectly, claims and losses of bodily injury, property damage, illness and/or sickness caused by, in connection with, arising out of, or resulting from the use of the Stadium or caused by, in connection with, arising out of, or resulting from any act by USER, its partners, employees, officers and agents done in the performance or non-performance of this Agreement. If called upon by the CITY, USER shall defend not only itself, but also the CITY in connection with any such Claim at USER's expense, and at no expense whatsoever to the CITY. USER further agrees to defend, indemnify, save and hold harmless the CITY and the CITY's officers, agents and employees from any Claim, suit, loss, cost or expense or any damages arising out of any alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute or relating to USER's failure to obtain all necessary performing rights and licenses for the term of this Agreement (BMI, ASCAP, etc.). The CITY shall be liable for damages or injuries caused by the CITY's negligence as determined by a court of competent jurisdiction in the State of Florida. The foregoing sentence shall not serve as a waiver of the CITY's sovereign immunity or of any other legal defense available to the CITY and shall be subject to the limitations contained in Section 768.28, Florida Statutes, as amended or revised. This Section shall survive any cancellation or early termination of this Agreement.

9. INSURANCE.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, USER, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of USER. USER shall provide the CITY a certificate of insurance evidencing such coverage. USER's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests. The limits of coverage under each policy maintained by USER shall not be interpreted as limiting USER's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by USER for assessing the extent or determining appropriate types and limits of coverage to protect USER against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or

acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by USER under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the USER. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If USER does not own vehicles, USER shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

USER waives, and USER shall ensure that USER's insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

USER must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. USER shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the commencement of the License Term.
- b. USER shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of USER to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of USER following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, USER shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The CITY shall be granted a Waiver of Subrogation on USER's Workers' Compensation insurance policy.
- h. The title of the Agreement, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

USER has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured

retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at USER's expense.

If USER's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, USER may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

USER's insurance coverage shall be primary insurance in respect to the CITY, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by USER that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, USER must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of USER's insurance policies.

USER shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to USER's insurance company or companies and the CITY's Risk Management office, as soon as practical.

It is USER's responsibility to ensure that any and all of USER's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of USER. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to USER.

10. AUTHORITY OF CITY MANAGER.

USER shall coordinate the use of the Stadium in accordance with the terms and conditions outlined in this Agreement. The City Manager shall notify USER when, in the City Manager's reasonable opinion, such activities may be or are detrimental to the public or to the CITY, or if the CITY has reason to believe that USER, its agents, subcontractors, independent contractors and/or employees have violated any law, rule or ordinance. After consultation with USER, the CITY reserves the right to eject or cause to be ejected from the Stadium any person or persons causing a disturbance and neither the CITY nor any of its officers, agents or employees shall be liable to USER for any damages that may be sustained by USER through the exercise by the CITY of such right. The decision of the City Manager in such regard shall be final and binding.

11. LICENSE SUSPENSION OR REVOCATION.

The CITY may temporarily suspend USER's use of the Stadium without any prior written notice upon the issuance of a severe storm, tropical storm or hurricane watch or warning by the National Weather Service or any other local, state or federal authority, including the National Hurricane Center. USER shall immediately discontinue all functions at the Stadium upon receipt of the City's suspension or revocation of this license or any use authorized by this Agreement.

12. TERMINATION.

- a. USER may elect, during the Term of this Agreement, to terminate this Agreement and no longer operate the Stadium and all licenses granted to USER and/or use(s) permitted to USER pursuant to this Agreement shall immediately terminate and be of no further force or effect. If USER elects to terminate this Agreement, USER shall notify the CITY in writing of such election upon no less than thirty (30) days prior to the effective date of the termination. USER shall be obligated to reimburse the CITY for any out of pocket costs and expenses incurred by the CITY in connection with the fulfillment of the CITY's obligations under this Agreement.
- b. USER expressly understands and agrees that the CITY may seek to terminate this Agreement if the CITY decides it is necessary to protect the public's health, safety and welfare. The CITY may also seek to terminate this Agreement upon the breach by USER of its obligations under this Agreement. If the CITY seeks to terminate this Agreement due to USER's breach, the CITY shall provide USER with written notice of the breach as set forth in the Notice section of this Agreement, and the USER shall have Forty-Eight (48) hours to cure the breach to the exclusive satisfaction of the CITY. In the event of a declaration of an emergency or imminent threat to the public's health or safety, the CITY may terminate this Agreement at any time without prior notice to the USER.

13. BREACH.

A material, monetary, breach of this Agreement by the USER shall be grounds for the CITY to terminate this Agreement and any and all permitted use and licenses approved thereunder, except that before such termination, the CITY shall provide the USER with written notice of the breach and USER shall be provided an opportunity to cure the breach within Forty-Eight (48) hours from the receipt of the CITY's notice. Notice of any breach may be sent by facsimile followed by hand delivery of the notice as provided in this Agreement.

14. FORCE MAJEURE.

In the event the Stadium shall, at any time during the term of this Agreement, be destroyed or rendered unusable by fire, storm or threat of a named storm within five hundred (500) miles of the Stadium, act of terrorism, war, act of God or other disaster or epidemic, (collectively or separately, "Force Majeure Event"), then either party may terminate this Agreement by providing prior written notice to the other party. In such instance, each party shall be responsible for its own costs and expenses, except that USER will reimburse the CITY for all actual costs incurred related to the License and/or its compliance as provided in this Agreement, as otherwise provided for hereunder.

15. GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. AMENDMENT.

No modification, amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document duly executed by both parties, with the same formality as this Agreement.

17. WAIVER OF BREACH.

Failure by the CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

18. EXTENT OF AGREEMENT.

This Agreement represents the entire and integrated Agreement between CITY and USER and supersedes all prior negotiations, representations or agreements either written or oral.

19. NOTICE.

Whenever any party desires to give notice to any other party, 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 designated below and the place so designated shall remain such until they have 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 notice:

CITY:
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to:
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

USER:
Florida Beach Bowl, Inc.
2045 Biscayne Blvd, 490
Miami, Florida 33137

20. SEVERANCE.

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or USER elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the court's becomes final.

21. NON-DISCRIMINATION.

In the performance of this Agreement, USER shall not discriminate against any vendor, hotel guest, concessionaire, employee, patron, visitor, attendee or customer because of sex, age, race, color, religion, ancestry, national origin or sexual orientation. USER agrees to comply with the terms and provisions of the Americans with Disabilities Act and shall make the Stadium accessible for persons with disabilities.

22. EMERGENCY ACCESS.

USER agrees to provide any and all emergency access to the Stadium to emergency first responders and as required by the CITY and its employees for the safety and general welfare of the community and all Fort Lauderdale residents, and proper entrances into any gates which are locked. If, in the course of USER's operations, USER or CITY, or their officers, agents and/or employees, become aware of any condition in or about the Stadium which may be dangerous or compromised by unruly individuals, USER shall immediately correct such condition or cease operations upon becoming aware or being notified of such condition so as not to endanger persons or property, and immediately notify the Fort Lauderdale Police Department.

23. PUBLIC RECORDS.

USER shall keep true, complete and correct books and records of all transactions and activities pursuant to this Agreement. USER recognizes and acknowledges that all such records shall be subject to Florida Public Records Law, Section 119.0701, Florida Statutes, as amended. **IF THE USER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE USER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

24. MISCELLANEOUS PROVISIONS.

- a. USER agrees to exercise a good faith and reasonable effort to work with the City Police Department and representatives of the adjacent Homeowners Associations to implement a plan permitting homeowner's ingress and egress to their residences during the term of the Agreement.
- b. USER acknowledges that it is solely responsible for all utilities for the Stadium including, without limitation, electrical, water, and sewer and storm sewer hookup requirements.
- c. USER shall be responsible for and agrees to pay CITY any additional fee structures approved by the City Commission.
- d. In the event that the CITY is required to file any legal action against USER to collect any fees due under this Agreement, CITY shall be entitled to its costs of collection, repairs, attorney's fees and costs and interest at the maximum rate allowable by law.
- e. The USER, after receiving permission by the CITY's Contract Administrator, reserves the right to add decor, including, but not limited to signage to the location or cover any existing signage, as authorized by the City of Fort Lauderdale Code of Ordinances.
- f. The USER, after receiving permission by the City's Contract Administrator, may conduct its operations on any portion of the Stadium and shall retain all rights to such, unless such license is suspended or revoked, or this Agreement is otherwise terminated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Print:_____

By_____
Dean J. Trantalis, Mayor
____ day of June, 2023

Print:_____

BY_____
Greg Chavarria, City Manager
____ day of June, 2023

(CORPORATE SEAL)

ATTEST:

David Soloman, City Clerk

Approved as to form:
D'Wayne M Spence
Interim City Attorney

Patricia SaintVil-Joseph, Esq.
Assistant City Attorney

USER

WITNESSES:

FLORIDA BEACH BOWL, INC., a
Florida Not For Profit Corporation,
2045 Biscayne Blvd, Suite 490, Miami,
FL 33137

Signature

By _____
Robenson Victor, CEO/President

Print witness name above

_____ day of June, 2023

Signature

Print witness name above

(CORPORATE SEAL)

ATTEST:

Secretary Signature

Print name above

STATE OF FLORIDA;
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by **Robenson Victor**, as CEO/President of **FLORIDA BEACH BOWL, INC.**, a Florida Not For Profit Corporation.

(NOTARY SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ___OR Produced Identification___

Type of Identification Produced _____

**JOINDER AND CONSENT TO FACILITY USE AGREEMENT BETWEEN CITY OF
FORT LAUDERDALE AND FLORIDA BEACH BOWL, INC FOR THE USE OF THE
DRV PNK STADIUM ON THURSDAY, DECEMBER 28, 2023**

WE, THE UNDERSIGNED, DULY AUTHORIZED REPRESENTATIVES OF THE MIAMI BECKHAM UNITED, LLC, A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA, AND ITS RESPECTIVE AFFILIATES, SUCCESSORS AND ASSIGNS ("MIAMI BECKHAM"), HAVING READ THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND FLORIDA BEACH BOWL, INC FOR THE USE OF THE DRV PNK STADIUM ON THURSDAY, DECEMBER 28, 2023, HEREBY CONSENT TO ALL SAID TERMS AND CONDITIONS TO BE EFFECTIVE ON THE FIRST DATE CONTAINED THEREIN.

MIAMI BECKHAM

WITNESSES:

MIAMI BECKHAM UNITED, LLC, a
Delaware Limited Liability Company
authorized to transact business in Florida

Signature

By: _____
Pablo Alvarez
Vice President & General Counsel

Print witness name above

ATTEST:

Signature

Secretary signature

Print witness name above

Print Secretary name

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by **Pablo Alvarez**, as Vice President and General Counsel for **MIAMI BECKHAM UNITED, LLC**, a Delaware Limited Liability Company authorized to transact business in the State of Florida.

(Signature of Notary Public- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0582

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: June 6, 2023

TITLE: **WALK ON** - Resolution Ratifying the Application for and Authorizing the Acceptance of Grant Funds and Execution of Florida Local Government Cybersecurity Grant Program from Florida Digital Services, State of Florida Department of Management Services – **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends that the City Commission approve a resolution authorizing the City Manager to execute the grant agreement entitled "Florida Local Government Cybersecurity Grant Program", to execute or delegate the authority to execute all modifications to agreement and documents required to accept funds between the State of Florida Department of Management Services and the City of Fort Lauderdale, and ratifying the execution of any and all documents necessary or incidental to the grant application

Background

The Department of Management Services, through the Florida Digital Services, has the authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award \$30 million in grant funds for fiscal year 2022-23 to local governments for local government cybersecurity technical assistance. The State announced the availability of the funds for its Local Government Cybersecurity Grant Program in February 2023 and provided a deadline of March 31, 2023 for submission of grant applications. City staff submitted a grant application resulting in the following capabilities being offered by Florida Digital Services: Network-based asset discovery (agentless); external-facing asset discovery; Security Operations Platform. In addition to software access for the capabilities offered, the Florida Digital Service will provide the following: incident response assistance when requested; and training, technical assistance, and support for the capabilities granted.

Resource Impact

There will be a positive fiscal impact associated with this action in the amount of \$1,000,000 over three years that the City will not have to spend for these services being provided by Florida Digital Service.

Strategic Connections

This is *2022 Commission Priority*, specifically advancing the Community Response and Safety initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Internal Support Focus Area
- Goal 8: Be a leading government organization that manages all resources wisely and sustainably.
- Objective: Provide a reliable and progressive technology infrastructure.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready*.

Attachments

Exhibit 1 – Grant Agreement

Exhibit 2 – Resolution

Prepared by: Clifford Albury, Head of Information Security, Information Technology Services

Department Director: Tamecka McKay, Director, Information Technology Services

Ron DeSantis, Florida Governor
Pedro Allende, Secretary
James Grant, Florida State Chief Information Officer

GRANT AGREEMENT
FOR
LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM
CONTRACT NO: DMS-22/23-211
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.009
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
The City of Fort Lauderdale

GRANT AGREEMENT

This **Grant Agreement** (Agreement) is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and the The City of Fort Lauderdale (Grantee) and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award grants to the Grantee for cybersecurity technical assistance; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the funds will be utilized as described in Attachment A.1 – Solution Statement of Work and/or Attachment A.2 – Funding Statement of Work, as applicable. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the terms of this Agreement. No renewals or extensions of the Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. "Agreement" means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties and supersede any and all prior agreements and understandings related to the subject matter thereof.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. The Statement(s) of Work:
 - Attachment A.1 – Solution Statement of Work
 - Attachment A.2 – Funding Statement of Work (applicable if added by Amendment)
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C, Grantee Data Sharing Agreement(s) ("DSA"), if applicable

- e. Final Implementation Plan(s), if awarded solutions under Attachment A.1.
2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.
4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the Department's/FL[DS]'s provision of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.
2. Primary Contacts.
 - a. **Department's Grant Manager** (see section 215.971, F.S.).
Lacy Perkins
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399
Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov
 - b. **Grantee's Grant Manager**
Name: Clifford Albury
Organization: The City of Fort Lauderdale
Mailing Address: 100 N. Andrews Ave
City, Zip Code: Fort Lauderdale, 33301
Telephone: (954) 828-3538
Email: calbury@fortlauderdale.gov

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notice must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year.
2. Funding Awards. Pursuant to section 215.971, F.S., if funding is provided to the Grantee under this Agreement pursuant to Attachment A.2 – Funding Statement of Work, the following applies:
 - a. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the performance period.
 - b. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - c. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of the Agreement.
3. Services, Licenses, or Commodities Awards. If applicable, the Grantee agrees to implement services, licenses, or commodities described in Attachment A.1 – Solution Statement of Work, according to the Final Implementation Plan(s) as executed by the Parties.

All use of the items described in Attachment A.1 – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto. If awarded funding and the Grantee desires to integrate purchased services, licenses, or commodities with the State Cybersecurity Operations Center, a DSA shall be separately executed for such.

As this Agreement will need to be entered prior to the procurement of the awarded services, licenses, or commodities, the availability of such awarded services, licenses, or commodities may be affected and are subject to change. If such changes are required, the Department will work with the Grantee to amend this Agreement. Such limitations do not apply for funding awards.

4. State Financial Assistance. In accordance with section 215.971(1), Florida Statutes (F.S.), the Grantee may utilize any provided commodities or services only in accordance with this Agreement.
5. Payment Process. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A.1 – Solution Statement of Work. For funding awards, please see Attachment A.2 –Funding Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section Q, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Agreement period and all pending matters or the period required by the General Records Schedules

maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

7. MyFloridaMarketPlace (MFMP). Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in section 215.97, F.S., and are exempt from the MFMP Transaction Fee pursuant to Rule 60A-1.031(6)(d), F.A.C. The Department, on behalf of the Grantee, will process payments for commodities or services awarded through MFMP.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section S, Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of the awarded services, licenses, or commodities.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all services, licenses, or commodities received by the Department under this Agreement.

3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.
4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. If awarded services, licenses, or commodities described in Attachment A.1, Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s). Additional requirements may be incorporated in the Final Implementation Plan(s).
6. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. cybersecurity insurance limits and deductibles;
 - b. information relating to critical infrastructure;
 - c. incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. network schematics;
 - e. hardware and software configurations; and
 - f. encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to

take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves any services, licenses, or commodities under the Agreement, to which the Grantee (or, to the

extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:

- a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
- b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
 - b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in either version of Attachment A, Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the services, licenses, or commodities provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities or granted commodities and services hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.

3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in either versions of Attachment A, Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Entire Agreement:

This Agreement, including all referenced attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This

Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

P. Termination:

1. Termination for Failure to Implement. For awarded services, licenses or commodities under Attachment A.1 – Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate the Agreement if the Grantee fails to:
 - a. satisfactorily complete the deliverables within the time specified in the Agreement;
 - b. maintain adequate progress, thus endangering performance of the Agreement;
 - c. honor any term of the Agreement; or
 - d. abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement.

No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

Q. Dispute Resolution:

Disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County.

Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

R. Unauthorized Use:

1. Further, the Grantee shall fully defend and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section R.
3. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this section R., liability by either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

S. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee,

retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section R of this Agreement.

T. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

U. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
4. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Grantee:

Department of Management Services:

The City of Fort Lauderdale

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A.1
SOLUTION STATEMENT OF WORK

1. Scope of Work.

Pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for cybersecurity technical assistance purposes. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project"). The Florida Local Government Cybersecurity Grant is a competitive grant program to provide funding for cybersecurity technical assistance to local Florida governments to enhance their cybersecurity capabilities.

2. Awarded Capabilities.

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

Network-Based Asset Discovery (Agentless); External-Facing Asset Discovery; Security Operations Platform

Note: The Department will make its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s) on the dates specified, but Deliverables 1-3 shall be completed by June 30, 2023:

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 15 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.
3	Approve Final Implementation Plan(s) for solutions awarded.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution , the Grantee must approve the Final Implementation Plan within five (5) calendar days of the vendor providing the draft Implementation Plan.
4	Complete all tasks in accordance with the Final Implementation Plan(s).	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the

performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

Attachment B: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

or

Paper copies:

Grant Manager

Florida Digital Service

Department of Management Services

AUDIT REQUIREMENTS FOR AWARDS OF
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2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399
Email: Cybersecuritygrants@digital.fl.gov

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A: Cybersecurity Technical Assistance Grants

State Awarding Agency: Florida Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.009

Amount: \$_____

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-22/23-211 between the Grantee and the Department, entered in State fiscal year 2022-23.

Attachment C

Grantee Data Sharing Agreement

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program ("the Program") – refers to the grant program established by the 2022-2023 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.

- J. **Information Technology (IT) Coordinators** – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. **Information Technology Resources** – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this DSA, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- L. **Software Entitlement** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1.

II. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time (“Applicable Laws”). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.

- D. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

- A. FL[DS] is responsible for:
1. Processing Covered Data in accordance with the State Cybersecurity Act;
 2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 3. Providing the Grantee with the option to utilize Software Entitlements; and
 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

- A. Covered Data is and shall remain the property of Grantee.

- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:
1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
 2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach

notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.

3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
- C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.
- D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA.
- F. This Section V. Unauthorized Disclosure/Data Breach is subject to Sections R. and S. of the Agreement.

VI. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E,

below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.

B. CJIS. The terms and conditions of this Section VI.B. apply when Covered Data involved in a Project includes criminal justice information.

1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

C. HIPAA and State Protected Health Information. The terms and conditions of this Section VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.

1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.

2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this section, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
 3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
 4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
 5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.
- D. **FERPA.** The terms and conditions of this Section VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").
1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA).
 2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.

E. **DPPA.** The terms and conditions of this Section VI.E. apply when Covered Data includes motor vehicle record information.

1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: <mailto:Policy@digital.fl.gov>

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Name: Clifford Albury
Organization: The City of Fort Lauderdale
Mailing Address: 100 N. Andrews Ave
City, Zip Code: Fort Lauderdale, 33301
Telephone: (954) 828-3538
Email: calbury@fortlauderdale.gov

Grantee's IT Coordinator:

Name: Tamecka McKay
Organization: The City of Fort Lauderdale
Mailing Address: 100 N. Andrews Ave
City, Zip Code: Fort Lauderdale, 33301
Telephone: (954) 828-3525
Email: tmckay@fortlauderdale.gov

B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Section VII.C. for a material breach.

IX. Grantee Additional Terms

- A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the “Local Government Cybersecurity Act,” directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include “[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.” S. 282.3185, F.S.

Under Specific Appropriation 2944A of the 2022-2023 General Appropriations Act, FL[DS] was directed to establish a competitive cybersecurity technical assistance grant program for municipalities and counties.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency’s existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

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Exhibit A
Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] access to assist Grantee with responding to incidents.

III. Incident Response

A. **Incident Response Support.** As specified in section 282.3185(5), F.S., upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

B. **Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B
Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. **Protected Grantee Data** – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. **Customer Account** – The Licensed Software Solution account directly utilized by Grantee.
- C. **Local Government Cybersecurity Grant Program (“the Program”)** –The Program established by the 2022-2023 General Appropriations Act to improve county and municipal cybersecurity posture and resiliency.
- D. **Licensed Software Solutions** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1 of the Grant Agreement.
- E. **Managing Organization** – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. **Protected Grantee Data** – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. **Solution Console** – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. **Solution Data** – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. **Telemetry Data** –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. **View** – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization's Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by

Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.

- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

- C. **Grantee's Role and Responsibilities:** Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
- b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
- c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
- d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
- e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.

Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

- D. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.
- E. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA DELEGATING TO THE CITY MANAGER THE AUTHORITY TO ACCEPT GRANT FUNDS AND EXECUTE THE GRANT AGREEMENT FOR LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM WITH THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES; AND ANY AND ALL DOCUMENTS NECESSARY OR INCIDENTAL TO THE APPLICATION FOR THE GRANT, GRANT AGREEMENT, GRANT ACCEPTANCE, RECEIPT AND DISBURSEMENT OF GRANT FUNDS PURSUANT THERETO; AND RATIFYING THE EXECUTION OF ANY SUCH DOCUMENT.

WHEREAS, the Department of Management Services, through the Florida Digital Services, has the authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award \$30 million in grant funds for fiscal year 2022-23 to local governments for local government cybersecurity technical assistance; and

WHEREAS, the State announced the availability of the funds for its Local Government Cybersecurity Grant Program in February 2023, and provided a deadline of March 31, 2023, for submission of grant applications; and

WHEREAS, City of Fort Lauderdale staff timely submitted an application and was noticed on May 22, 2023, that the City was approved for a grant award based upon the requests and information included in the City's application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Manager is delegated the authority to execute a grant agreement for Local Government Cybersecurity Grant Program from the State of Florida, Department of Management Services.

SECTION 2. That the City Manager is delegated the authority to execute or delegate the authority to execute any and all documents necessary or incidental to the application for the grant, grant agreement, grant acceptance, receipt and disbursement of grant funds to the appropriate City of Fort Lauderdale staff.

SECTION 3. That the City Commission hereby ratifies the execution of any and all documents necessary or incidental to the grant application for Local Government Cybersecurity Grant Program executed prior to the date of adoption of this resolution.

SECTION 4. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials or City staff.

SECTION 5. That this Resolution shall be in full force and effect immediately upon and after its passage.

ADOPTED this ____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis	_____
John C. Herbst	_____
Steven Glassman	_____
Pamela Beasley-Pittman	_____
Warren Sturman	_____

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RESOLUTION NO. 23-

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SECTION 4. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials or City staff.

SECTION 5. That this Resolution shall be in full force and effect immediately upon and after its passage.

ADOPTED this _____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Warren Sturman _____



RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES -
CCNA, Summary Provided by Pratima Raju, LSN Partners

RFQ 1.1 Purpose, Page 5

City of Fort Lauderdale Bid 12739-1031
LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES
RFQ 12739-1031

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City), is actively seeking qualified, experienced, and licensed firm(s) to provide design services to submit Statements of Qualifications (SOQs) for the Las Olas Boulevard corridor phase 1 segment from South Andrews Avenue to Southeast 17th Avenue as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

This work shall be based on the Las Olas Conceptual Design Vision Master Plan (Western and Eastern Corridor) prepared by The Corradino Group in June 2021. The referenced segment for this design RFQ will include descriptions, existing conditions, recommended design criteria, scope of work and other conditions as needed for 1) Downtown, 2) The Shops and 3) Colee Hammock up to Southeast 17th Avenue. The goal of the City is to award to one qualified Consultant through this RFQ. The successful proposer of this RFQ will enter into a professional contract with the City.

- 1) Location Boundaries: Las Olas from South Andrews Ave to SE 17th Ave.
- 2) Goal to award to one consultant

CP-2: 23-0559 - Commission Agenda Memo #23-0559, Page 1



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#23-0559

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: June 6, 2023

TITLE: Motion Approving the Award of Design Consulting Services for the Las Olas Corridor Mobility Project, including the East and West Corridors, with Kimley-Horn & Associates, Inc. and WSP USA, LLC. - (Commission Districts 2 and 4)

- 1) *Location Boundaries: Las Olas from South Andrews Ave to SE 17th Ave(West Corridor). East is not in RFQ - see above, RFQ Purpose Section.*
- 2) *Goal to award to one consultant, see above, RFQ Purpose Section.*
- 3) *CCNA FL State Statute asks to negotiate with **the** most qualified firm. CCNA negotiation language provides for a sequencing negotiation structure, not parallel, not multiple firms at once. (FL CCNA Statue provided below)*

CP-2: 23-0559 - Commission Agenda Memo #23-0559, Page 2

On May 12, 2023, the Evaluation Committee re-convened for the purposes to further discuss and consider the Proposal responses and re-score. Procurement staff conducted the re-scoring process with the Evaluation Committee. It produced tie scores again.

Since the Evaluation Committee determined both Kimley-Horn and WSP USA, LLC to be the highest ranked, responsive, and responsible proposers, staff recommends in the City's best interest to exercise Section 2.17 of the solicitation where it states, "The City reserves the right to award a contract to more than one Consultant as is in the City's best interest." and for the City Commission to award the solicitation to both firms and assign a corridor to each.

On May 23, 2023, the City's Procurement Services Division posted an Intent to Award which prompted the five-day protest period. During the five-day period, the City did not receive any protests.

- 1) *Staff did not provide the Commission with evaluation committee final rankings, score sheets, committee members etc. (not included in agenda backup)*
- 2) *Who gets to decide the "City's best interest?" Selection committee? Commission? Staff?*
- 3) *Scope addresses the goal to award to one consultant, not two- see above, RFQ Purpose Section.*
- 4) *"assign a corridor to each" Scope defines map: Las Olas from South Andrews Ave to SE 17th Ave. East is not in RFQ - see above, RFQ Purpose Section.*
- 5) *Section 2.17 of the solicitation contradicts CCNA FL State Statute to negotiate with **the** most qualified firm. CCNA negotiation language provides for a sequencing negotiation structure, not parallel, not multiple firms at once. (FL CCNA Statue provided below)*

FL CCNA Negotiation Language

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with **the most qualified firm** for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) **Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated.** The agency shall **then** undertake negotiations with the second most qualified firm. Failing accord **with the second most qualified firm**, the agency must terminate negotiations. The agency shall **then** undertake negotiations with the third most qualified firm.

- 1) *CCNA FL State Statute asks to negotiate with **the** most qualified firm. CCNA negotiation language provides for a sequencing negotiation structure, not parallel, not multiple firms at once.*



RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES - CCNA, Summary Provided by Pratima Raju, LSN Partners

RFQ Criteria

Criteria	Percentage
Firm Qualifications, Experience, History, Past Performance and References	35%
Project Team Experience and Qualifications	25%
Methodology, Approach to Scope of Work, and MBE Participation and ability to meet time and budget Requirements	40%
TOTAL:	100%

Selection Committee Unofficial Scores from May 12 AND June 12, 2023.

	Kimley-Horn				WSP			
	0.35	0.25	0.40		0.35	0.25	0.40	
	Firm Qualifications	Project Team Experience	Approach	SUB TOTAL	Firm Qualifications	Project Team Experience	Approach	SUB TOTAL
Chris Benett, Public Works	1	2	2	1.65	2	1	1	1.35
Elizabeth Van Zandt, DDA	1	1	2	1.4	2	2	1	1.6
Milos Majstorovic, TAM	1	1	2	1.4	2	2	1	1.6
Alex Torres, Parks	1	1	2	1.4	2	2	1	1.6
Daniel Rey, DSD	1	2	2	1.65	2	1	1	1.35
	K-H TOTAL			1.5	WSP TOTAL			1.5

SUMMARY -

Scope indicated goal was to select one firm, CCNA requires negotiations with the most qualified firm, not firms

Scope defines map: Las Olas from South Andrews in Ave to SE 17th Ave, not the East Corridor.

The selection committee of 5 staff and stakeholders provided a recommendation which is their ranking of the 3 weighted categories and their notes - which resulted in a tie vote. (Not the commission)

The district commissioners and stakeholders want to move forward with design.

The both selection committee rankings/score sheets provide that WSP ranked HIGHEST unanimously in the HIGHEST weighted category. Methodology/Approach, Meeting Timeline and Budget Requirements and MBE Participation.

Staff has arbitrarily selected WSP to begin negotiations on the Eastern portion which is not in the RFQ.

Use the scoring by your selection committee to select WSP with the unanimous top score in the highest weighted category.

The City Commission IS the "Final Decision-Making Authority" defined by the County.

Sec. 1-19. - Code of ethics for elected officials.

- (5) **"Final Decision-Making Authority"** means (i) the Board of County Commissioners; (ii) **the governing body of any municipality within Broward County**; (iii) municipal mayors; (iv) final decision-making bodies under the jurisdiction of the Board of County Commissioners or under the jurisdiction of the governing body of any municipality within Broward County; and (v) any employee, official, or committee of Broward County or of any municipality within Broward County that **has authority to make a final decision to select a vendor or provider in connection with a public procurement**. For purposes of the prohibition of lobbying under section (c)(2) below, "Final Decision-Making Authority" also includes other local governmental entities within Broward County, including taxing authorities, quasi-judicial boards, appointed boards, and commissions.

PH-1 6/6/23
Submitted by: John
Roth

JOHN ROTH

333 Sunset Drive, Fort Lauderdale

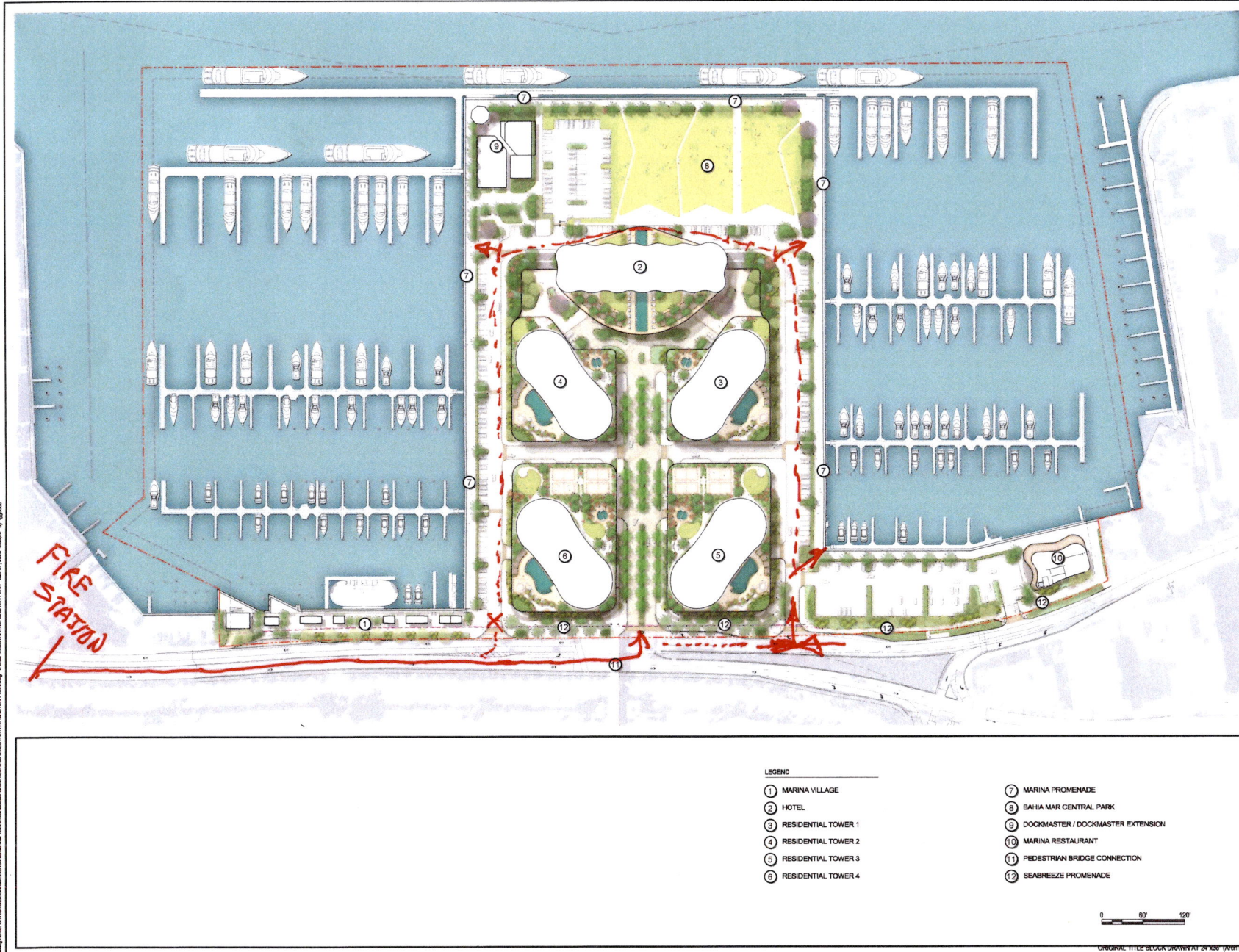
June 6, 2023

Presentation to City Commission ref Bahia Mar

My main point is lack of adequate access for fire response,= esp for a BOAT fire,- and access for marine industry service vehicles.

5 slides:

1. Lack of adequate timely access for fire response due to A1A overload, and narrow , winding access paths inside the property
2. Fire response needs to be carefully planned to avoid lack of timely response due to limited space- Marine Towers condo kitchen fire had 12 trucks responding !!
3. Boat side service from the marine industry is done with box trucks – 11 feet height and 8 ½ feet width for bulky items for yachts and residents for - ex. furniture, appliances, etc. Same for condos.
4. Panel trucks are also marine service vehicles and standard height is 8 ½ feet high and 22 feet long, and 8 ½ feet wide, requiring longer and wider parking spaces
5. A potential solution to parking could be to raise one of the garage heights to accommodate taller vehicles – current height shown does not admit either service vehicles or ambulances.



Project Name
BAHIA MAR

Client
RAHN BAHIA MAR LLC

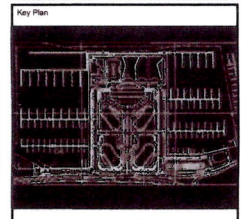
edsa
PLANNING
LANDSCAPE ARCHITECTURE
URBAN DESIGN
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954-524-3330

Consultants
FLYNN
FLYNN ENGINEERING
CIVIL ENGINEER
341 COMMERCIAL BLVD
LAUDERDALE BE-7HE-80A, FL 33308

DA
TRAFFIC TECH ENGINEERING
TRAFFIC ENGINEER
8400 N UNIVERSITY DR #507
POMPANO BEACH, FL 33061

ARQUITECTONICA
ARCHITECT
2900 OAK AVENUE
MIAMI, FLORIDA 33133

F
FELLER ENGINEERING
PHOTOMETRICS
550 N. E. 3RD AVE
FORT LAUDERDALE, FL 33301



Rev	Date	Issued for
1	02.10.23	DRC Rev 1
2	03.07.23	DRC Rev 2

Date 12/29/2022
Designed By AH
Drawn By SHILOH JAHK
Approved / Checked By JB
Project Number 06220104



Project Phase
DRC SITE PLAN SUBMITTAL

Sheet Title
ILLUSTRATIVE MASTER PLAN

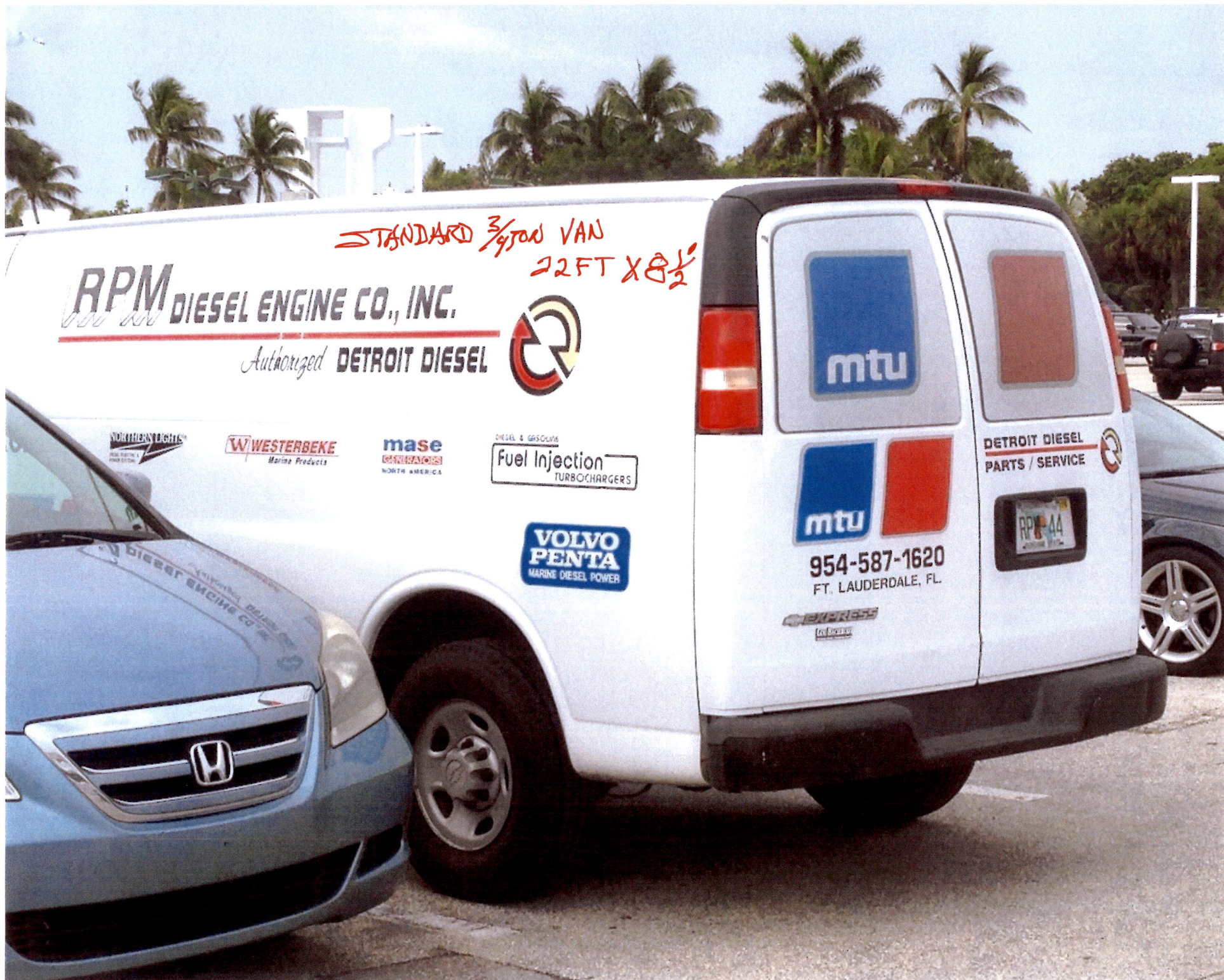
Revision Number
2

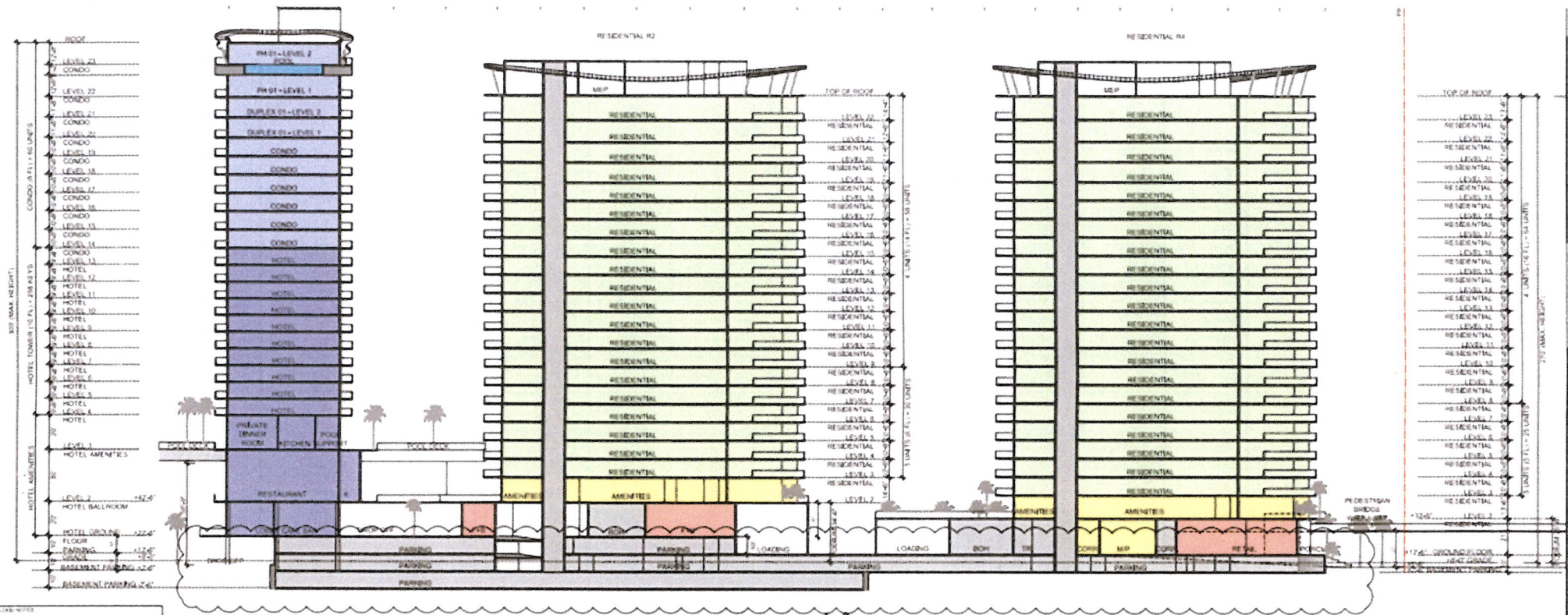
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MARINE TOWER 17 VEHICLES FOR VIKING EIDE! 2







- FLOOD NOTES**
- 1. ALL BUILDING ELEVATIONS ARE TO BE MAINTAINED AT ALL TIMES.
 - 2. FLOOD PROOFING TO BE PROVIDED BELOW GRADE.
 - 3. FLOOD PROOFING TO BE PROVIDED BELOW GRADE.
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LOW GARAGE HEIGHT

= NO SERVICE VEHICLES

NO AMBULANCES

PH-1 6/6/23
Submitted by: Karin Rhodes



To: Fort Lauderdale Mayor and Commissioners

Subject: PH-1, Rezoning of 801 Seabreeze Boulevard to PDD

Date: June 6, 2023

The Venetian Condominium is opposed to the site plan proposed in the request for a change in rezoning to PDD.

The developer claims that there are only two options: The proposed PDD site plan or the site plan approved by a previous Commission.

We believe that the PDD site plan delivers many more benefits to the developer instead of the landowners, the citizens of Fort Lauderdale. The number of buildings and height of the buildings should be reduced. The amount of dedicated, open-to-the-public park space and outdoor space should be increased. The views from the ocean to the waterway should not be interrupted by an elevated building in the center of the project.

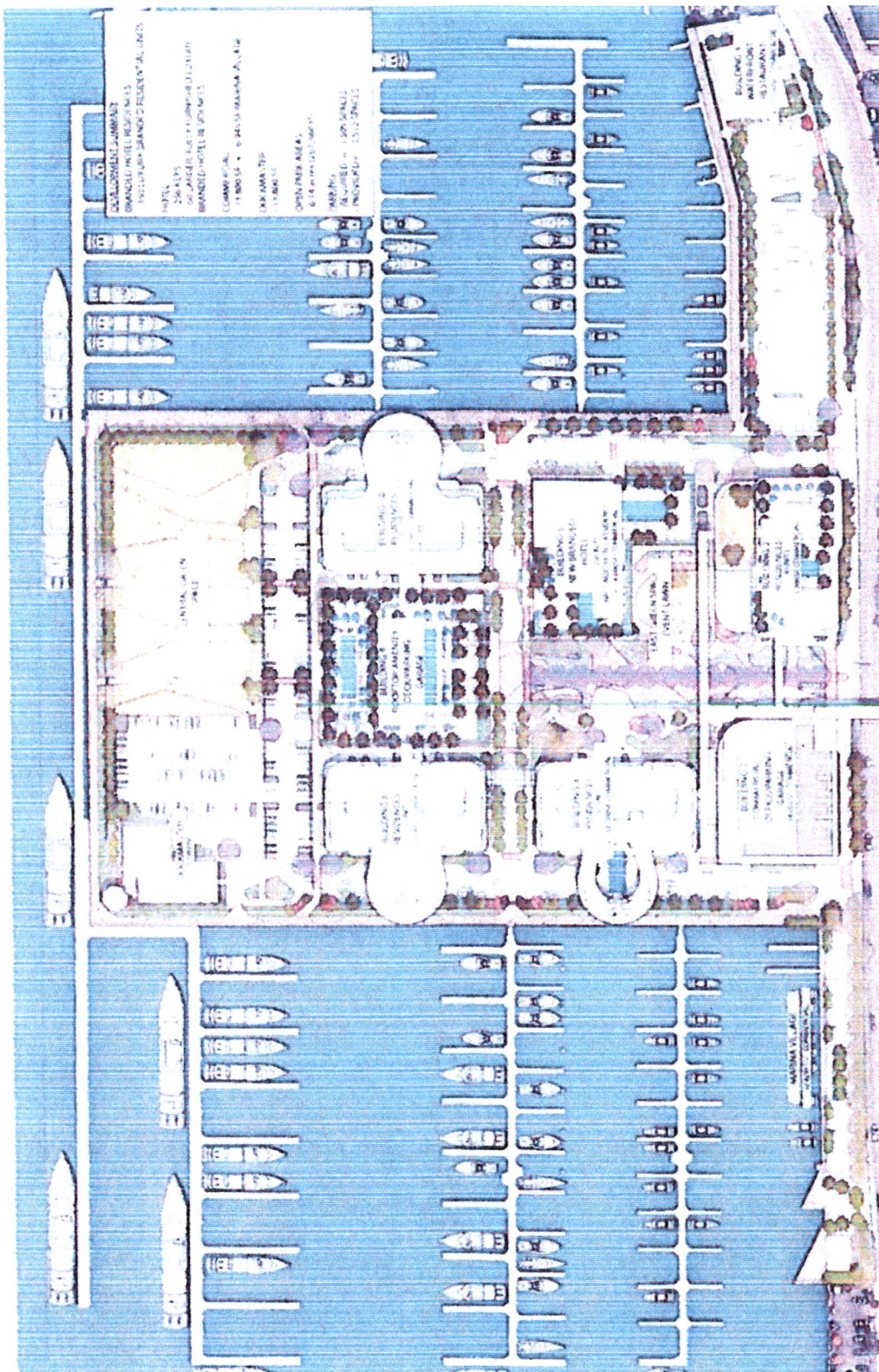
As the Las Olas Oceanside Park and the Las Olas Intracoastal Park have demonstrated, "if you build it they will come." The public park on this historical city property needs to be substantially increased.

The developer can still have a profitable venture with a revised PDD site plan that reduces the scale and density of the proposed PDD. And the citizens of Fort Lauderdale will benefit from a unique peninsula on the waterway.

Please vote "no" on this request and tell the developer to stop threatening the citizens with the site plan approved by a previous Commission. You are now in charge and can demand a design for a truly spectacular public space that the citizens of Fort Lauderdale deserve.

John Burns
President
Venetian Condominium, Inc
1 Las Olas Circle
954-907-5484

Proposed Subsequent Site Plan



THE BAHIA MAR LLC

EXHIBIT I-2-1


37958.0003
50187255 v2

Drawing name: G:\T\res\SEC\H\B229144_Bole_Mar 2022\EDM\400-008-SHEETBL-0.00 ILLUSTRATIVE MASTER PLAN.dwg L-000 ILLUSTRATIVE MASTER PLAN Mar 17, 2023 4:05pm by: kgapelo



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ORIGINAL TITLE BLOCK DRAWN AT 24 X 36 INCH

Revision Number	Sheet Number
	L-0.00



Submitted by: Mary Fenty
PH-1 010125

June 6, 2023

I'm asking the commission to **oppose the PDD rezoning request** that would **double the height** of Bahia Mar from the currently zoned 120' up to 273' for condos and 300' for a new hotel.

Is doubling the height of this valuable PUBLICLY OWNED property necessary for the success of a reimagined Bahia Mar?

LET THE CITIZENS DECIDE BECAUSE WE OWN THE SITE.

The city has not yet conducted appropriate outreach to gather feedback on the **significant increase in size of a Bahia Mar that will loom over A1A, Fort Lauderdale beach, and the Intracoastal Waterway for up to 100 years.** It's an exceptionally valuable property in a prime location that is **OWNED BY THE CITIZENS** and an organized effort to reach out to all city residents has not been done. With respect, the Central Beach Alliance of homeowners that supports the proposal does not represent the only stakeholders. **Many city residents use the beach and the beachfront area for work, play and transportation.**

An outreach strategy via Homeowners Associations can work. In 2022, the commission instructed staff to reach out to city HOAs with a presentation that explained the implications of a **PDD for Pier South.** A large cross-section of citizens learned about the proposal and voted yea or nay. **The process was an effective and respectful way to inform citizens about a PDD that could have affected them.**

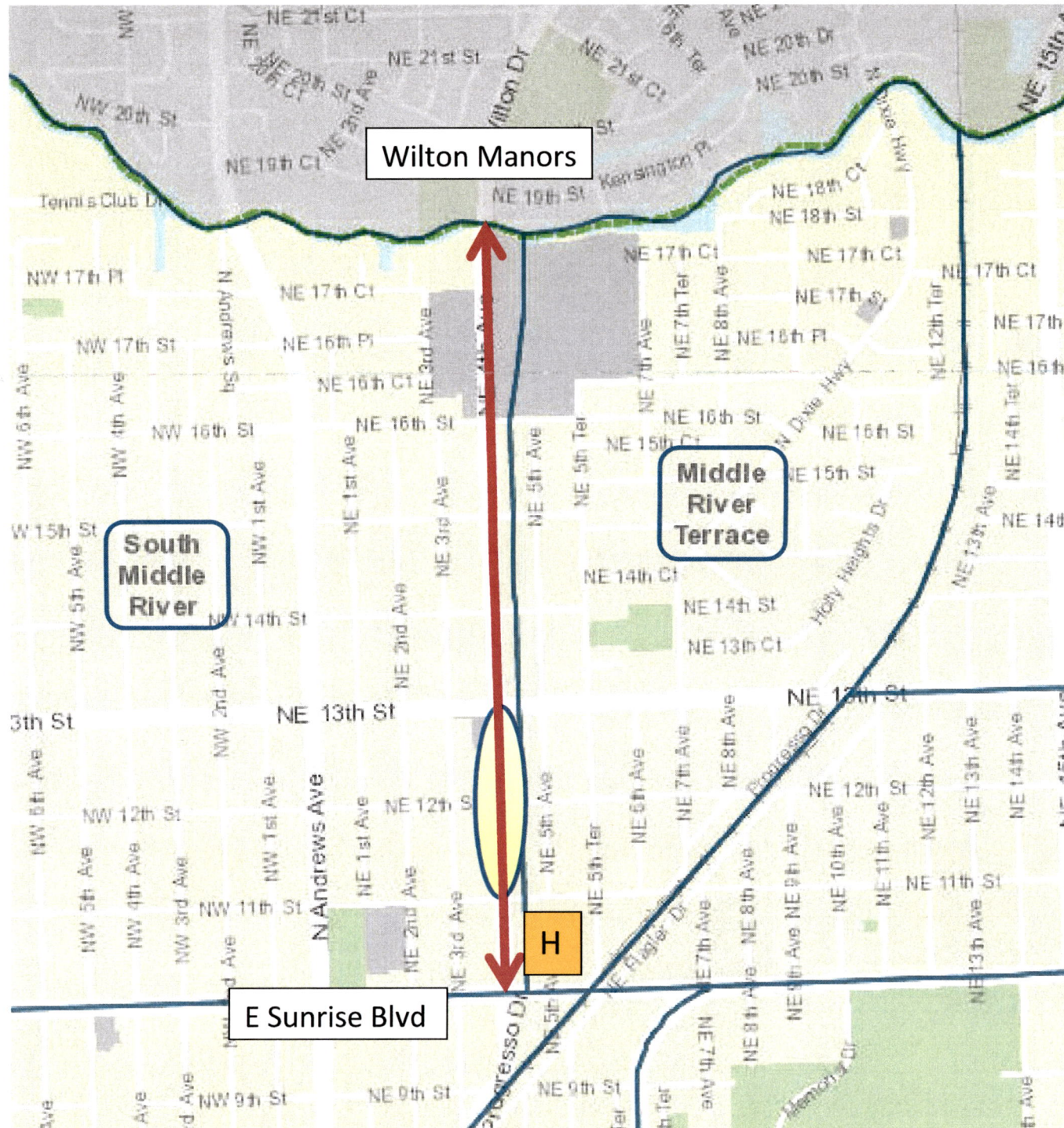
The rendering you are voting on tonight was only presented late in 2022 near the holidays **and did not have the benefit of an objective outreach effort like the Pier South PDD.**

Please pause and include the opinion of the **OWNERS OF BAHIA MAR, THE CITIZENS OF FORT LAUDERDALE,** before granting such a massive and long-lasting re-do of a uniquely situated, valuable **PUBLICLY OWNED PROPERTY.**

It's the fair and democratic way to proceed.

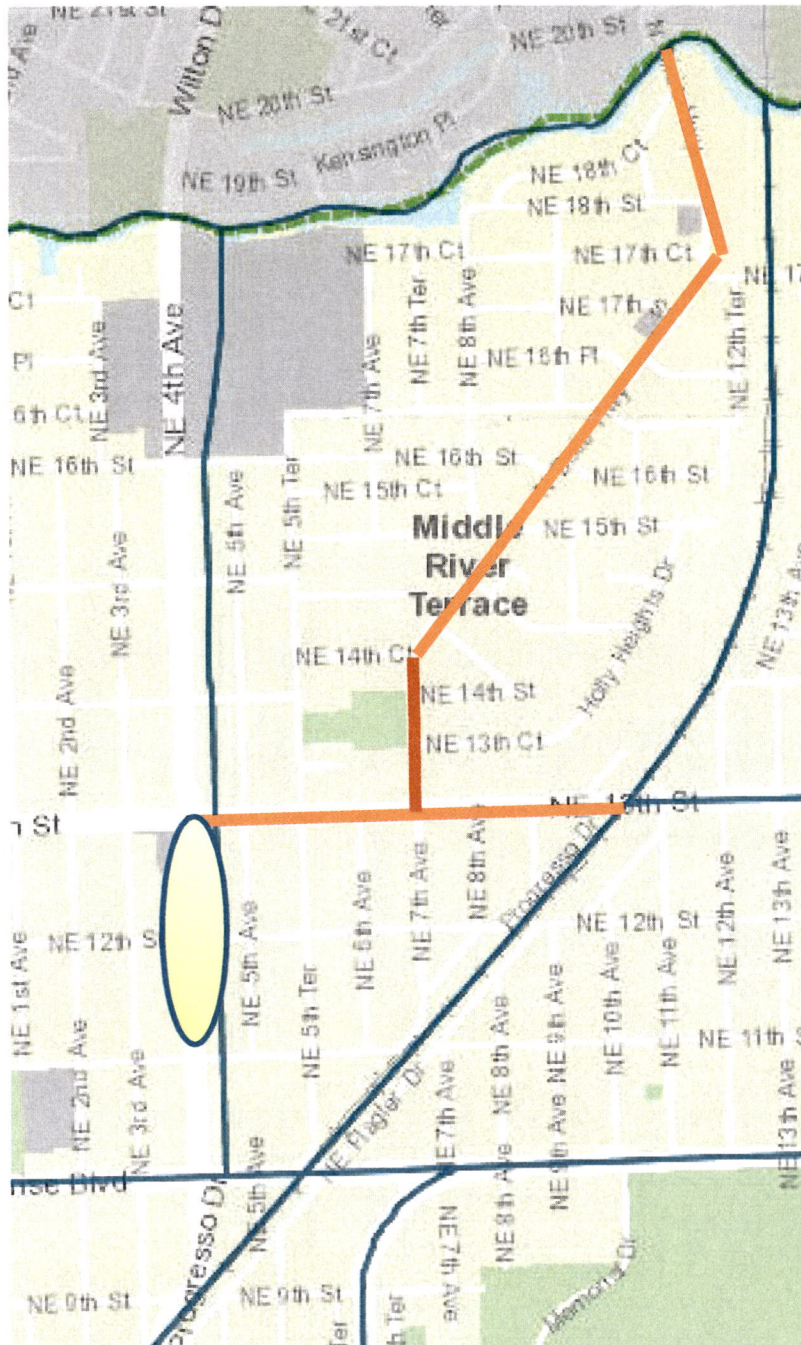
Nancy K. Thomas

Harbour Inlet resident



Comparable Distance:

- Galt Mile
- Riverland Road from Broward to Davie
- SW 4th Avenue from Davie Blvd to SW 24th Street



2018
NE 13th Street
and
Dixie Highway

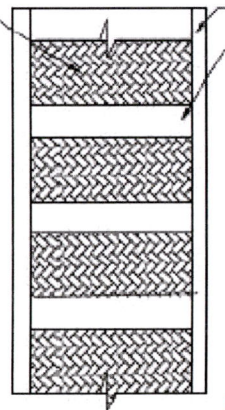
Proposal
NE 4th Ave.



HERRINGBONE PATTERN
AT 45-DEGREE ANGLE



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Current
NE 13th St - Dixie Hwy



2018



