AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Vice Mayor Borgelin

2. ROLL CALL

Mayor Ana Ziade
Vice Mayor Samson Borgelin
Commissioner Rich Moyle
Commissioner Lorenzo Wood
Commissioner Mario Bustamante
City Manager Ambreen Bhatti
City Attorney Samuel S. Goren
City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES

a. [February 12, 2019]

4. PRESENTATIONS

a. Recognition for Grant Award from Broward College for Pinewood Elementary Beautification Project

b. Achievement Award to Principal Kicia Daniel Johnson

c. Certificates of Appreciation for Exemplary Volunteerism at Pinewood Elementary School MLK Beautification Project to the following individuals

<table>
<thead>
<tr>
<th>Philippa Vassell</th>
<th>Guirlene P. Felix</th>
<th>Jeremy Krause</th>
<th>Hailey Berman</th>
<th>Gaile Baner</th>
</tr>
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<tbody>
<tr>
<td>Claudette Goico-Montes de Oca</td>
<td>Kayla P. Martinez</td>
<td>Jhanel Thompson</td>
<td>Matthew Balzora</td>
<td>Kandeice Gibson</td>
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<td>Dr. Lulrick Balzora</td>
<td>Lindel Davidson</td>
<td>Louren McIntosh</td>
<td>David Balzora</td>
<td>Nichole Vaughan</td>
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<tr>
<td>Reema Thomas</td>
<td>Rahjanni S. Iusi</td>
<td>Jeffrey Nasse</td>
<td>Alon Parker</td>
<td>Daniel Alvarado</td>
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</table>
5. **PROCLAMATIONS**

a. [Womens History Month - March]

6. **PUBLIC DISCUSSION**

7. **QUASI-JUDICIAL ITEMS**

These Quasi-judicial Items 7(a); 7(b) and 7(c) were tabled on January 29, 2019 to a time-certain of February 26, 2019 at 6:00 pm. The Applicant has requested this item to be tabled again to a time certain of March 12, 2019 at 6:00 pm.


7105 W. McNab Rd

Variance request from City Code Section106-222 (e) regarding allowing bollards where bumper guards, wheel stops or continuous curbing are required within a Community Business (B-2) zoning district.

APPLICANT: Bohler Engineering Inc. on behalf of Wawa Florida, Inc.

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-222(e) REGARDING THE REQUIRED BUMPER GUARDS, WHEEL STOPS OR CONTINOUS CURBING; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.


7105 W. McNab Rd.

Variance request from City Code Section 106-467 (11) to not completely enclose outdoor dining area and to allow access from outside the building within a General Business (B-2) zoning district.

APPLICANT: Bohler Engineering Inc., on behalf of Wawa Florida, Inc.

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-467 (11) REGARDING THE DELINEATION OF THE OUTDOOR SEATING AREA BY MEANS OF A BARRIER; PROVIDING FOR
STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

c. SUBJECT: Site Plan SPR 19-01 Wawa Florida, Inc.  
7105 W. McNab Rd.

Final site plan review to allow a new auto filling station, convenience store and restaurant within a Community Business (B-2) zoning district.

APPLICANT: Wawa Florida, Inc.

MOTION: To approve the final site plan subject to the seventeen (17) conditions set forth in staff memorandum.

8. OTHER BUSINESS

a. [RESOLUTION - BIDERA LLC Auction Services]
   - Motion, second and vote to read
   - Attorney reads title
   - Staff presentation (Susan Nabors)
   - Commission motion and second to adopt
   - Commission discussion
   - Commission vote

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXTEND THE NON-EXCLUSIVE AGREEMENT WITH BIDERA LLC FOR AUCTION SERVICES AND DISPOSAL OF CITY’S SURPLUS VEHICLES AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

b. [RESOLUTION - Tyler Technology Annual Maintenance-License Payment]
   - Motion, second and vote to read
   - Attorney reads title
   - Staff presentation (Mitch Williams)
   - Commission motion and second to adopt
   - Commission discussion
   - Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING PAYMENT OF THE “MUNIS” SOFTWARE MAINTENANCE FEE IN THE AMOUNT NOT TO EXCEED $81,366.18, FOR THE PERIOD OF MARCH 8, 2019 THROUGH MARCH 7, 2020 TO TYLER TECHNOLOGIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

c. **RESOLUTION - Acceptance of 2000 Broward County Safe Parks and Land Preservation Bond funds for Hampton Pines Park**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Michael Sargis)
- Commission motion and second to adopt
- Commission discussion
- Commission vote

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR OR HER DESIGNEE, TO ENTER INTO THE 2000 BROWARD COUNTY SAFE PARKS AND LAND PRESERVATION BOND PROGRAM AGREEMENT FOR HAMPTON PINES PARK AMENITIES UPGRADES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

d. **RESOLUTION - Phase II – Field Light Project at Jack Brady Sports Complex – Cost Overrun**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Michael Sargis)
- Commission motion and second to adopt
- Commission discussion
- Commission vote

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE AUTHORIZING THE EXPENDITURE OF $12,400.00 FOR A SPECIAL INSPECTION FOR THE SPORTS COMPLEX MUSCO LIGHTING PROJECT BRINGING THE TOTAL COST OF THE PROJECT TO $945,304.08. FUNDING IS AVAILABLE IN THE PARKS AND RECREATION DEPARTMENT GENERAL FUND 3117071-563100; AND PROVIDING AN EFFECTIVE DATE.
9. REPORTS

10. CITY MANAGER COMMENTS

a. Upcoming Events

- Saturday, March 2 – 11:00 am – 3:00 pm – Jack Brady Sports Complex – Employee Appreciation Day

- Saturday, March 9 – 8:00 am – 1:00 pm – Hampton Pines Park – Great North Lauderdale Air Potato Roundup

11. COMMISSION COMMENTS

12. CITY ATTORNEY COMMENTS

13. ADJOURNMENT
MINUTES

The North Lauderdale City Commission met on Tuesday, February 12, 2019, at the Municipal Complex. The meeting convened at 6:00 pm.

1. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Commissioner Wood gave the invocation and led the pledge.

2. **ROLL CALL** – All present.
   
   Mayor Ana Ziade  
   Vice Mayor Samson Borgelin  
   Commissioner Rich Moyle  
   Commissioner Lorenzo Wood  
   Commissioner Mario Bustamante  
   City Manager Ambreen Bhatti  
   City Attorney Samuel S. Goren  
   City Clerk Patricia Vancheri

3. **APPROVAL OF MINUTES**
   
   a. **January 29, 2019** – Commissioner Wood moved to approve the Minutes as submitted. Seconded by Vice Mayor Borgelin. Minutes were unanimously approved by voice vote.

4. **PRESENTATIONS**
   
   a. **Update and Overview of the City’s Investment Portfolio** - Glenn Scott, Sr. V.P. Portfolio Management Director, Morgan Stanley, 5313 Gandhi Drive, Boulder, CO, gave a PowerPoint presentation of the Quarterly Report of the City’s Investment Portfolio. A copy of the PowerPoint is available in the City Clerk’s office.

5. **PUBLIC DISCUSSION** – No one signed up to speak.
6. OTHER BUSINESS

a. RESOLUTION - 2017 Byrne Justice Assistance Grant

Commissioner Moyle moved to read. Seconded by Commissioner Wood.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE BROAWRD SHERIFF’S OFFICE TO RATIFY THE ACCEPTANCE OF THE 2017 JUSTICE ASSISTANCE GRANT (JAG) FUNDS AND THE CITY MANAGER TO SIGN SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE JAG FUNDS; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.

Captain Chris McCoy presented the item based on backup memorandum. He indicated that this is a grant that is issued by the Department of Justice to municipalities to combat the seven most serious crimes. The grant is awarded based on population of the City and the type of crime the City has. This year the sheriff’s office is using the grant to target juvenile crime.

Commissioner Moyle moved to approve. Seconded by Commissioner Wood. Clerk called roll; All YES.

RESOLUTION NO. 19-02-6594 PASSED AND APPROVED UNANIMOUSLY

b. RESOLUTION - FDOT Community Aesthetic Feature Agreement (CAFA)

Commissioner Moyle moved to read. Seconded by Commissioner Wood.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO THE COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO WRAP TRAFFIC CONTROL BOXES AT ALL LOCATIONS ON STATE ROAD 7 WITHIN THE LIMITS; AND PROVIDING AN EFFECTIVE DATE.

George Krawczyk, Public Works Director, presented the item based on backup memorandum. He stated that this item is for the continuation of the traffic box wrap program, specifically for seven locations on State Road 7 on the FDOT right of way. This agreement needs to be in place as part of the permitting process and states that the City will be responsible for the external maintenance. Commissioner Wood moved to approve. Seconded by Commissioner Moyle. Clerk called roll; All YES.

RESOLUTION NO. 19-02-6595 PASSED AND APPROVED UNANIMOUSLY
7. REPORTS

a. Parks and Recreation Update - Mike Sargis, Parks and Recreation Director, reported the following:

- Fishing Derby at Hampton Pines Park is Saturday, February 23 – This event is recreational and also geared toward removing snakehead fish which is a nuisance in the lake
- Eggstravaganza is Saturday, April 13 – Egg hunt at the Sports Complex
- North Lauderdale Days is April 19 and April 20 – Friday night will be a circus and Saturday will have various activities
- Summer Camp Registration – Early bird registration runs through end of February - $410.00 for 8 weeks of camp – fills up by May so early registration is encouraged as capacity is 638 kids
- Pool Renovations will be complete and Pool re-opened on Saturday, March 2
- Air Potato/Vine Pulling Event – Saturday, March 9 at Hampton Pines Park – This event is to gather invasive vines that harm trees and plants and students from local schools are participating for small donations to their groups
- Spring Baseball and Spring Soccer is ongoing until February 22 –; Soccer is for kids aged 4-12 at $90 from March through June; Opening Day for Baseball and Soccer will be combined with more information to follow

b. Flood Plain Update - George Krawczyk, Public Works Director, commented that an Annual Report is due to the National Flood Insurance Program, which helps lower the flood insurance rates for residents. The City is currently rated at number 9 which allows residents to get a 5% discount if they need flood insurance. The need for flood insurance is specified by the homeowner’s bank or mortgage company and the Public Works Department verifies this based on elevations. In North Lauderdale, there is one area that requires flood insurance and that area is south of McNab. Property north of McNab is designated as Flood Zone X and does not need flood insurance but it is up to the resident to carry that insurance. An area on the east side of State Road 7 near 12th and 13th Street requires flood insurance. Mr. Krawczyk reported that the City is part of the Broward County Unified Local Mitigation Strategy (LMS Plan) adopted in May of 2016 and stated our NFIP number is 120049. Information about the flood insurance program, including maps, is available in the Public Works Department at 701 SW 71 Avenue and is sent out once a year in a newsletter. Summarized in the report is a summer rain roadway flood event occurring in 2018 at Tam O’Shanter Blvd. Also, there is a question regarding impact of floods in a repetitive loss area in the City which had 10 or less flood claims and this is mostly Flood Zone X. Also reported is the Silver Lakes area drainage issue which will have some construction over the summer through a Broward County CDBG program. There are no other repetitive loss damage claims in that area. New project hot topics for next year are a drainage study for adding new pumps in the City’s canal system along with a drainage capital improvement master plan; coordinating a meeting with the South Florida Water Management District regarding a dredging of the C-14 canal and funding for dredging. Krawczyk will document that this reporting occurred at this February 12, 2019 City Commission meeting.
8. CITY MANAGER COMMENTS

a. Ceremonial Request to Recognize BSO Deputy – City Manager Bhatty reported that Deputy Nezar Hamze, who is the homeless outreach personnel for BSO, has helped homeless individuals in the City and went above and beyond the call of duty to assist a homeless woman to re-connect with her son in California, which resulted in the woman being eventually flown to Jamaica to be reunited with her family. Commission’s consensus was requested and approved for the first meeting in March to recognize Deputy Hamze.

b. Update on Transportation Surtax – City Manager Bhatty reported that the Penny Transportation Surtax item was on the November ballot for voter approval. A small portion of this surtax will come down to the cities, although it is in the beginning stages and not clear what the process will be for distribution of funds and project prioritizing. Therefore a letter, a copy of which was included as backup, was drafted and sent to the County listing concerns regarding community bus service ridership and other items needing clarification. Response was received back from the County wherein they indicated that they are not willing to do anything with regard to the ridership which starts at 7.1 and goes up, but they are willing to work with the City to come up with other innovative public transportation or mass transit ideas that would help our City. The City will continue to work with the County to obtain funding for some of the specific projects outlined in the letter.

c. Update on Reimbursement from Natural Resources Conservation Service (NRCS) for Post-Hurricane Irma Canal Cleanup in the amount of $493,166.80 – City Manager Bhatty reported that Finance Director, Susan Nabors, completed the tedious process of submitting the documents and data, which resulted in the City getting almost a half million dollars reimbursement for the canal cleanup which cost approximately $600,000.

d. Update on FEMA Hazard Mitigation Grants (HMGP) Programs – City Manager Bhatty reported that the contract have finally been signed for FEMA grants from the HMGP programs that will be used for the following outlined items.

• Retrofit Windows at City Hall and Champions hall - $483,306.75 – this is a grant for which the City was required to come up with 10% of the money on top of this 90% grant
• Retrofit Windows, Doors, Roof at Fire Stations 34 & 44 - $740,257.50 - this is a grant for which the City was required to come up with 10% of the money on top of this 90% grant
• 3 Portable Generators - $427,500.00 – this also is 90% of the total cost, which the City will come up with 10%

e. Upcoming Events – City Manager commented on each of the following events:

• Thursday, February 14 – 10:00 am - Wreath Laying Ceremony – MSD Remembrance – North Lauderdale Memorial Garden – 6101 Kimberly Blvd

• Thursday, February 21 – 2:00-5:00 pm – Strategic Planning Workshop
Thursday, February 21 – 5:30-7:30 pm - Chamber Event – Wine & Art at Heritage Art Galleries – 3811 NW 49 Street

Also, City Manager Bhatty reported that BSO Captain Chris McCoy is being promoted to Major and will be relocating out of District 15 to downtown. She indicated that this promotion is well deserved and congratulated him and wished him the best on his next assignment. She will keep the Commission updated on a replacement.

9. COMMISSION COMMENTS

Commissioner Lorenzo Wood
- Thanked Parks and Recreation for the 5K Valentines walk
- Thanked Broward County Commissioner Michael Udine for getting the funding for the exercise equipment for Hampton Pines Park and thanked Parks and Rec for getting the equipment in place for the ribbon cutting
- Commented on getting information to new residents
- Will not be able to attend the MSD memorial as he will be needed at his school
- Commented that the general appearance of Hampton Pines Park is beautiful and is an Oasis in Broward County
- Commented that the Rock Island wall looks good and thanked City Manager and Public Works
- Commented that Bertha Henry, County Administrator was at the BLC Directors meeting in Weston this week and spoke about the sunset of the Community Redevelopment Agency (CRA)
- Spoke about the North Lauderdale Kiwanis Club’s strategic planning meeting and saying they are sending out a plea to residents to join and reminding members to renew their dues. The President is also the Principal of Silver Lakes Middle School, Ms. Alison Trautman-Lopez, and the meetings are held there where they work on a myriad of projects for the children and community. He mentioned that one of the Kiwanis Club’s successful programs is a with a backpack program which provides food for children to take home for the weekend. They accept donations for these programs at Silver Lakes Middle School.

Commissioner Samson Borgelin
- Commented on making an exception to the standard procedure for recognition requests for recognition of the outgoing BSO Chief. City Manager Bhatty commented that is typical to do something before he goes downtown possibly at the first March meeting
- Commented again about the illegal left turns coming from Mr. Bills on 81st Avenue and SW 10th
- Asked about the paint program coming back again
- Commented about the dark areas near Highland Park and Kimberly Blvd
- Thanked Parks and Rec for the good job done on the dedication of the exercise equipment at Hamptons
Mayor Ana M. Ziade

- Commented about a Senior Expo tentatively scheduled for April 24th at Oakbrook Condominium’s auditorium; this will be part of a series of events for Seniors, Veterans and the “Sandwich Group” – 55 and older. Florida Medical Center and other organizations will come together to help with sponsorship.
- Commented about motorcycle police presence on either side of 81st Avenue this week with speed guns
- Commented she is in the process of scheduling “meet and greet” events with Sedano’s and Broward Meat and urged anyone that has a group or organization that wants her or their Commissioner to attend to approach them
- Commented that the Commission’s business cards have been provided by the door for the convenience of the residents
- Thanked City Employee, Chassidy Albury, for her work on writing the applications for the grants that were obtained
- Commented that people are already working out on the new equipment in the park and encourages everyone to use it and also commented that City Attorney Goren took third place for the men at the Valentine 5K
- Thanked Department Heads for their work and attendance at meetings

10. CITY ATTORNEY COMMENTS

a. Legislative Update – Attorney Goren reported that his office provided a memorandum on legislation pending in Tallahassee which affects local governments and stated the legislative session begins March 5th and continues through May. He specifically reported on Senate Bill 518 and House Bill 265 both of which are companion bills that are of concern; this is a Bill which was introduced last year but did not pass. It pertains to the issue of notice under Florida Laws Chapter 286 which is the Sunshine Laws currently requiring notice of the date, time, place and purpose of meetings. County Charter, which was adopted in November now requires posting of a Notice and Agenda within 48 hours of the meeting. The proposed new legislation would require advance posting within three days of all public meeting notice, agenda and backup materials. The proposed legislation and new language would also pertain to public participation at meetings. Attorney Goren explained the context of this proposed legislation, the impact on municipalities and on elected officials. This bill has legs and it will continue to be monitored.

11. ADJOURNMENT – There being no further business, the meeting adjourned at 7:32 pm and convened to the North Lauderdale Recreation Foundation meeting.

Respectfully submitted,

Patricia Vancheri, City Clerk
PROCLAMATION

WOMEN’S HISTORY MONTH

“Visionary Women: Champions of Peace & Nonviolence”

WHEREAS, every year March is designated Women’s History Month by Presidential proclamation. The month is set aside to honor women’s contributions in American history; and

WHEREAS, Women’s History Month began as a local celebration in Santa Rosa, California. The Education Task Force of the Sonoma County (California) Commission on the Status of Women planned and executed a “Women’s History Week” celebration in 1978. The organizers selected the week of March 8 to correspond with International Women’s Day. The movement spread across the country as other communities initiated their own Women’s History Week celebrations the following year; and

WHEREAS, in 1980, a consortium of women’s groups and historians, led by the National Women’s History Project (now the National Women's History Alliance), successfully lobbied for national recognition. In February 1980, President Jimmy Carter issued the first Presidential Proclamation declaring the Week of March 8th 1980 as National Women’s History Week.

WHEREAS, subsequent Presidents continued to proclaim a National Women’s History Week in March until 1987 when Congress passed Public Law 100-9, designating March as “Women’s History Month.” Between 1988 and 1994, Congress passed additional resolutions requesting and authorizing the President to proclaim March of each year as Women’s History Month. Since 1995, each president has issued an annual proclamation designating the month of March as “Women’s History Month.”

WHEREAS, the National Women’s History Alliance selects and publishes the yearly theme for Women’s History Month. The theme for 2019 is “Visionary Women: Champions of Peace & Nonviolence.” The theme honors women who have led efforts to end war, violence, and injustice and pioneered the use of nonviolence to change society.

NOW, THEREFORE, the City Commission of the City of North Lauderdale, Florida hereby proclaims the month of March as

WOMEN’S HISTORY MONTH

and encourage all citizens to observe Women’s History Month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have sent my hand and seal this 26th day of February, 2018.

[Signature]

MAYOR ANA M. ZIADE
CITY OF NORTH LAUDERDALE
FINANCE DEPARTMENT

TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Susan Nabors, Finance Director
DATE: February 26, 2019
SUBJECT: BIDERA LLC Auction Services

On June 30, 2015, City Commission approved Resolution #15-06-6185 authorizing the City to enter into a non-exclusive agreement with Bidera LLC for auction services and disposal of City’s surplus vehicles and equipment.

Bidera LLC currently conducts such auctions for many municipalities in Miami-Dade and Broward Counties, all sold in accordance with Chapter 274 of the Florida Statutes. Bidera LLC offers on-line as well as traditional live auction events and also provides for a more favorable return on sale of surplus assets. The City collects the full price from all sales of surplus as there are no fees or charges to the City for these services. All associated fees are collected by Bidera LLC from the auction participants.

The process with Bidera LLC works very well for the City. The agreement allows for two (2) extensions of the agreement. It is recommended to exercise the extension provision of the agreement with Bidera LLC through June 30, 2020.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the City Manager or designee to extend the non-exclusive agreement with Bidera LLC for auction services and disposal of City’s surplus vehicles and equipment through June 30, 2020.
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXTEND THE NON-EXCLUSIVE AGREEMENT WITH BIDERА LLC FOR AUCTION SERVICES AND DISPOSAL OF CITY’S SURPLUS VEHICLES AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Lauderdale has surplus and obsolete property; and

WHEREAS, Bidera, LLC is a company in the business of conducting online and live auctions sales of vehicles and currently conducts such auctions for many municipalities in Miami-Dade and Broward Counties, all sold in accordance with Chapter 274 of the Florida Statutes; and

WHEREAS, the City of North Lauderdale entered into an agreement with Bidera LLC on June 30, 2015 for the auction of surplus vehicles and equipment; and

WHEREAS, the agreement with Bidera LLC allows for two (2) two-year extensions of the agreement;

WHEREAS, the City desires to extend the agreement with Bidera LLC through June 30, 2020; and

WHEREAS, in addition to the auction sales, BIDERА also performs the title transfers, collects the sales tax, and provides a detailed report following the auction (collectively, the “Auction Services”) ; and

WHEREAS, the City Manager has recommended that it is in the best interest of the City for the City Commission to approve the attached agreement with BIDERА for the provision of the auction services. BIDERА will provide auction services to the City at no costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AS FOLLOWS:

Section 1: The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.
Section 2: Authorization. The City Manager is hereby authorized to enter into the Agreement, upon approval by the City Attorney as to form and legal sufficiency, for the sale of the vehicles and equipment in accordance with the terms approved herein.

Section 4: Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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


APPROVED AS TO LEGAL FORM:

__________________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR ANA M. ZIADE

______________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

________________________________
PATRICIA VANCHERI, CITY CLERK
To: Honorable Mayor and City Commission

From: Ambreen Bhatti, City Manager

By: Mitch Williams, Chief Information Technology Officer

Date: February 26, 2019

Subject: Tyler Technology Annual Maintenance/License Payment

In 2007, the City entered into an agreement with Tyler Technologies, Inc. to provide the City with the Enterprise Resource Planning System, MUNIS, for the City’s business operations. Since the implementation of MUNIS, the City has invested in several add-ons, modules, and/or added functionality that interfaced directly with MUNIS including, Employee Self Service (ESS), Citizens Self Service (CSS) and Tyler Content Management (TCM), which further advanced the City’s business operations. As with most software, MUNIS has an annual software maintenance fee that provides for periodic program updates (e.g., W-2’s, 1099’s, etc.) and support for various MUNIS modules.

Under the terms of the agreement, “this Maintenance Agreement is effective on installation of the Tyler Software Products and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.” Per our initial agreement there is a 5% annual increase included in the maintenance fees. The City may terminate this agreement at any time, providing that the City files written notice to Tyler Technologies, Inc., in accordance with the Termination clause of the agreement.

The City has allocated the funds necessary for this expenditure in every annual budget since 2007. This year’s software maintenance fee is $81,366.18 and the funds are appropriated in the City’s Information Technology Fund.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing payment of the “MUNIS” annual software maintenance fee in an amount not to exceed $81,366.18 for the period from March 8, 2019 – March 7, 2020 to Tyler Technologies.
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING PAYMENT OF THE “MUNIS” SOFTWARE MAINTENANCE FEE IN THE AMOUNT NOT TO EXCEED $81,366.18, FOR THE PERIOD OF MARCH 8, 2019 THROUGH MARCH 7, 2020 TO TYLER TECHNOLOGIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

Section 1: That the City Commission of the City of North Lauderdale does hereby authorize payment of the MUNIS software maintenance fee in an amount not to exceed $81,366.18 for the period of March 8, 2019 – March 7, 2020.

Section 2: That the funds for said purchase shall be provided from the FY 2019 Adopted Budget.

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 26th day of February 2019.

APPROVED AS TO FORM:

_______________________________
CITY ATTORNEY SAMUEL S. GOREN

_______________________________
MAYOR ANA M. ZIADE

_______________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

_______________________________
CITY CLERK PATRICIA VANCHERI
TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Michael Sargis, Assistant City Manager/Parks & Recreation Director
DATE: February 26, 2019
SUBJECT: Acceptance of 2000 Broward County Safe Parks and Land Preservation Bond funds for Hampton Pines Park

In 2000, Broward County voters approved the Broward County Safe Parks and Land Preservation Bond Program. At the time of it’s approval, the bond proceeds were offered to all cities for a variety of programs. The City utilized this grant in the amount of over $150,000 to install heaters into the pool so the City could participate in the Swim Central Program.

At the City’s Veteran’s Day Ceremony, County Commissioner Michael Udine mentioned that he had approximately $60,000 in Bond money remaining for his district for park projects and he wanted to offer a 50/50 split of the money to the North Lauderdale and Tamarac’s Parks and Recreation Departments. This money had to be used for shovel ready projects that would enhance Park amenities.

As the City Commission had recently approved the installation of a new exercise station at Hampton Pines Park in an amount not to exceed $28,675, staff determined that best use of the bond funds would be to use them for this shovel ready project instead of using City funds.

Working with Commissioner Udine’s staff and the County’s legal department, the attached agreement was developed to provide funding in full for that amenity. The agreement was reviewed by the City’s legal department and they have found the agreement to be legally satisfactory.

With the approval of the City Commission tonight, the City will send the attached agreement to the County for approval and once approved, the City staff will submit the request for full reimbursement in an amount of $28,675.00.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the Mayor to enter into the attached 2000 Broward County Safe Parks and Land Preservation Bond Program Agreement for Hampton Pines Park amenities upgrades.
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR OR HER DESIGNEE, TO ENTER INTO THE 2000 BROWARD COUNTY SAFE PARKS AND LAND PRESERVATION BOND PROGRAM AGREEMENT FOR HAMPTON PINES PARK AMENITIES UPGRADES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale ("City") accepts the offer of funds from the 2000 Broward County Safe Parks and Land Preservation Bond Program for Hampton Pines Park; and,

WHEREAS, the City Commission finds that the receipt of the grant funds from the Department will be in the best interest of the health, safety and welfare of the citizens and residents of the City of North Lauderdale.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Lauderdale, Florida, that:

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. That the Mayor be and the same is hereby authorized and directed to enter into the 2000 Broward County Safe Parks and Land Preservation Bond Program Agreement for the upgrades to Hampton Pines Park in the amount of $28,675.00

Section 3. That the CITY COMMISSION finds and determines that it is in the best interests of the citizens and residents of the City of North Lauderdale, Florida, to accept said grant funds.

Section 4. That this resolution shall take effect immediately upon adoption.


APPROVED AS TO FORM:

___________________________________
SAMUEL S. GOREN, CITY ATTORNEY

___________________________________
MAYOR ANA M. ZIADE

___________________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

___________________________________
PATRICIA VANCHERI, CITY CLERK
AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF NORTH LAUDERDALE
FOR
GRANT FUNDS TO FINANCE PARK IMPROVEMENTS AT HAMPTON PINES PARK

This Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and City of North Lauderdale, a Florida municipal corporation, whose address is 701 Southwest 71st Avenue, North Lauderdale, Florida 33068 (“City”), is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). County and City are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

RECITALS

The 2000 Broward County Safe Parks and Land Preservation Bond Program provides for funds that may be allocated and distributed to municipalities to benefit municipal parks and recreation systems within the geographic boundaries of Broward County (“Park Bond Program”).

The Board of County Commissioners of Broward County, Florida (“Board”), at a regular commission meeting held on December 11, 2018, approved the allocation and distribution of Twenty-Eight Thousand Six Hundred and Seventy-Five Dollars ($28,675) to the City from the Park Bond Program to help finance park improvements at Hampton Pines Park in the City of North Lauderdale, Florida.

The Parties desire to enter this Agreement for the purpose of allocating and disbursing the Grant Funds in accordance with the terms hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Description of Property.** City is the owner of Hampton Pines Park in the City of North Lauderdale, Florida, as more particularly described in **Exhibit A**, attached to and made a part of this Agreement (“Property”).
3. **Term.** The term of this Agreement shall be effective for one (1) year commencing on the Effective Date (“Initial Term”). The Parties shall have the option to renew the Agreement upon the same terms and conditions, for one (1) additional six (6) month term (“Renewal Term”). The Renewal Term option shall be exercised by City sending written notice to County, at least thirty (30) calendar days before the expiration of the Initial Term, and County, through its Contract Administrator (as defined herein), acknowledging the Renewal Term. The Initial Term, and the Renewal Term if exercised, are collectively referred to herein as the “Term.”

4. **Grant Funds.**

4.1 County shall pay the City, in accordance with Section 4.6, an amount up to, but not exceeding, Twenty-Eight Thousand Six Hundred and Seventy-Five Dollars ($28,675) from the Park Bond Program (the “Grant Funds”).

4.2 City shall comply with the requirements of the Park Bond Program identified in Exhibit B (“Bond Requirements”). City shall use the Grant Funds to fund park improvements at the Property (“Funded Items”), as specified in Exhibits B and B-1. The Contract Administrator may approve changes to the Funded Items listed for the Property in Exhibit B-1, as long as the total amount of Grant Funds is not exceeded.

4.3 City shall not use Grant Funds for (i) architectural or engineering costs exceeding twelve percent (12%) of the Grant Funds; (ii) the City’s administrative costs in overseeing or managing the Property; and (iii) recreation programming or operational costs.

4.4 City shall dedicate the Funded Items, when completed, for public recreational uses for a minimum of twenty-five (25) years (“Dedication Period”). City shall record such dedication, in the form attached hereto as Exhibit C, in the Public Records of Broward County, Florida, pursuant to Section 28.222, Florida Statutes.

4.5 If the City ceases to use the Funded Items for public recreational uses during the Dedication Period, County shall give a written demand to City for repayment of all Grant Funds. City shall repay all Grant Funds to County as specified in Section 9.

4.6 **Billing and Payments.**

4.6.1 City shall submit to County a monthly invoice, certified by an authorized City official, to be reimbursed for the actual costs of the Funded Items (“Invoice(s)”). An Invoice may only be submitted after the work reflected on such Invoice has been completed. Invoices must be submitted with an original Invoice plus a copy within fifteen (15) days of the end of the month, except the final
Invoice must be submitted within sixty (60) days after the expiration or earlier termination of this Agreement.

4.6.2 Invoices shall designate the nature of the work performed and, as applicable, the personnel, hours, tasks, or any other details requested by the Contract Administrator. Additionally, the documentation required in Exhibit B must accompany every Invoice.

4.6.3 County shall pay the City via wire transfer within thirty (30) calendar days after receiving an Invoice. Payment may be withheld if the City fails to comply with a term, condition, or requirement of this Agreement. County shall reject an improper Invoice and provide written notice to City regarding the necessary corrective action within thirty (30) calendar days after receiving the Invoice.

4.6.4 County may withhold or recoup Grant Funds for (i) fraud or misrepresentation in connection with this Agreement; (ii) incomplete or defective construction of all or a portion of the Funded Items, which has not been remedied or resolved to the Contract Administrator’s satisfaction; or (iii) noncompliance with the Bond Requirements. County shall provide written notice to City explaining the claim for withholding or recouping the Grant Funds and detailing the necessary corrective action. City shall have thirty (30) calendar days to cure such claim, to the extent such claim is curable. Any Grant Funds withheld under this Section 4.6.4 shall not be subject to payment of interest by County.

5. **Indemnification.** To the extent permitted by law, and without either Party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County’s officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

6. **Insurance.** City is a state agency as defined by Section 768.28, Florida Statutes, and City shall furnish the Contract Administrator with written verification of liability protection in accordance with Florida law prior to final execution of this Agreement.
7. **Termination.** County may terminate this Agreement if City has not corrected a breach within thirty (30) calendar days after receiving written notice from County identifying said breach. For the purposes of this Agreement, “breach” as used in the foregoing sentence shall include, but is not limited to, the negligent or intentional submission of false or incorrect Invoices, failure to suitably perform or complete the Funded Items, abandonment or discontinuance of the Funded Items, misuse of Grant Funds, fraud or misrepresentation in connection with this Agreement, or noncompliance with the Bond Requirements identified in Exhibit B. Notice of termination shall be provided in accordance with the “Notices” Section of this Agreement.

8. **Financial Statements.**

8.1 City shall annually provide to County the “Single Audit Report” prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the City’s grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award. The Single Audit Report shall be provided to County within forty-five (45) calendar days after it is received by City.

8.2 **Schedule.**

8.2.1 City shall provide, within one hundred twenty (120) calendar days after the expiration or earlier termination of this Agreement, the Contract Administrator with a schedule of revenues and expenditures accounting for the Funded Items during all of the City’s fiscal years for which Grant Funds were provided (“Schedule”). The Schedule shall include (i) all revenues relating to the Funded Items classified by the source of the revenues, and (ii) all expenditures relating to the Funded Items classified by the type of expenditures.

8.2.2 The Schedule shall be prepared by the City’s Finance Director, in a form acceptable to the County Auditor. A transmittal letter, signed by the City’s Finance Director, must accompany the Schedule and shall include: (i) the statement, “No Grant Funds, including interest earned on such funds, are due back to the County” or, a listing of Grant Funds, including interest earned on such funds, which are due back to County; and (ii) an opinion or finding as to whether the Grant Funds received by City have been expended in accordance with this Agreement.

8.2.3 County may request, in writing, corrections to the Schedule. City shall make such corrections and submit the corrected Schedule to County within sixty (60) calendar days after the receipt of County’s request.
8.2.4 In the event City fails to provide the Schedule within the timeframe specified in Section 8.2.1, County may request, in writing, repayment of all or any portion of the Grant Funds.

8.3 Failure of City to meet the financial reporting requirements of Section 8 shall result in the suspension of any payment due under this Agreement, and disqualify City from obtaining future grant awards until the Single Audit Report or Schedule is received and accepted by County.

8.4 City shall repay any and all Grant Funds not used in strict compliance with this Agreement.

9. **Repayment or Recoupment.** If County demands repayment or recoupment of Grant Funds pursuant to Sections 4.5, 4.6.4, 8.2.4, or 8.4, City shall remit said funds to County within sixty (60) calendar days after receiving written notice from County regarding repayment or recoupment. If the Grant Funds are not repaid within the sixty-day period, County may (i) deduct the amount of the unrepaid Grant Funds from any payments owed by the County to the City under any contract, agreement, or County program; and (2) deny any pending or future requests from the City for funding under any County program.

10. **Audit Rights and Retention of Records.**

10.1 County shall have the right to audit the books, records, and accounts of City, its agents, contractors, subcontractors, and suppliers (“Agents”) that are related to this Agreement. City and its Agents shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of City and its Agents shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Agents, as applicable, shall make same available in written form at no cost to County.

10.2 City and its Agents shall preserve and make available, at reasonable times within Broward County, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or earlier termination of this Agreement or until resolution of any audit findings, whichever is longer (“Audit Period”). County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such
audit or review at City’s place of business, if deemed appropriate by County, with seventy-two (72) hours advance notice.

10.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with Section 10 discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County’s audit shall be reimbursed to the County by the City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) calendar days from presentation of County’s findings to City.

10.4 City shall ensure that the requirements of Section 10 are included in all agreements with its Agents that are related to this Agreement.

11. **Truth-in-Negotiation Representation.** The payment of Grant Funds to City under this Agreement is based upon representations supplied to County by City, and City certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12. **Third Party Beneficiaries.** The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

NOTICE TO COUNTY:
County Administrator
Broward County Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email Address: bhenry@broward.org
14. **Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered without the prior written consent of the other Party. For County, such written consent may only be given by action of its Board.

15. **Independent Contractor.** City is an independent contractor under this Agreement. In taking any action or performing any obligation under this Agreement, neither City nor its Agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

16. **EEO Compliance.** City shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work relating to this Agreement, and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall comply with the Americans with Disabilities Act in the course of providing any services funded by County. City shall include the foregoing or similar language in all agreements with its Agents.
performing work or services related to this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or other applicable law, all such remedies being cumulative.

17. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18. **Compliance with Laws.** City shall comply with all applicable permits, regulations, ordinances, rules and laws of the State of Florida, the United States, any political subdivision, or agency of either in performing its duties, responsibilities, and obligations related to this Agreement.

19. **Severability.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both Parties to elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section shall be made within ten (10) business days after the court’s finding becomes final.

20. **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

21. **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Agreement, such reference is to the Section as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

22. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provisions of any Sections of this Agreement, the provisions contained in the Sections shall prevail and be given effect.
23. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

24. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

25. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

26. **Payable Interest.**

26.1 County shall not be liable to pay any interest, whether as prejudgment interest or for any other purpose, to City. City waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

26.2 If the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest, uncompounded.

28. **Incorporation by Reference.** Attached Exhibits A, B, B-1, C, D, and E are incorporated into and made a part of this Agreement.
29. **Contract Administrator.** The “Contract Administrator,” as referenced in this Agreement, shall be the County Administrator or his or her designee, as designated in writing. The County Administrator is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

30. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

31. **Counterparts.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

32. **Survival.** The following Sections and obligations shall survive the expiration or earlier termination of this Agreement: (i) Sections 4.5, 4.6.4, 8.2.4, 8.4, and 9 in connection with repayment or recoupment of Grant Funds; (ii) Section 5 pertaining to indemnification; (iii) Section 8.2 with regards to City providing a Schedule to County; and (iv) Section 10 in relation to County conducting audits during the Audit Period.

[The Remainder of this Page is Intentionally Left Blank]
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 11th day of December 2018 (Agenda Item No. 30), and CITY OF NORTH LAUDERDALE, signing by and through its ________________________, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

_______________________________
(Signature)

_______________________________
(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By____________________________
County Administrator

______ day of ____________, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By____________________________
Claudia Capdesuner (Date)
Assistant County Attorney

By____________________________
Annika E. Ashton (Date)
Senior Assistant County Attorney

CC/mdw
02/06/2019
Park Grant Agreement – Park Improvements at Hampton Pines Park
AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF NORTH LAUDERDALE FOR GRANT FUNDS TO FINANCE PARK IMPROVEMENTS AT HAMPTON PINES PARK.

ATTEST:

BY: _____________________________

ANA M. ZIADE, MAYOR

PATRICIA VANCHERI
CITY CLERK

(SEAL)

APPROVED AS TO FORM

_____________________________

SAMUEL S. GOREN
CITY ATTORNEY
The City Commission authorized a Capital Improvement Program for the replacement of field and court lights throughout the City’s park system on two separate occasions. The first approval was for Highland Park, Landings Park and Pompano Park in 2017, and the second approval in 2018 was for the Sports Complex.

The replacement of the light poles and lighting systems was necessary at all of these locations as they all pre-dated Hurricane Andrew (1992) and did not meet any of the current wind loads. They all ranged in age from over 50 years old at Pompano Park to over 35 years old at the Sports Complex.

On January 30, 2018, the City Commission approved resolution 18-01-6485 for an expenditure of $930,000.00 to MUSCO Lighting for the Phase II Park Lighting Project at the Jack Brady Sports Complex – the expenditure was broken down as follows.

- Musco Sports - Sports Complex Contract Price - $925,000.00
- Contingency Funds-$5,000 for permits not waived (actual cost of permits was $1,119.08)

In December, 2018, the City Commission approved a change order for a special inspector in the amount of $2,904.08 which raised the total project cost to $932,904.08.

During the plan review process by the County Building Officials, it was determined that the City needed to have soil samples completed as part of the permitting process – this requirement was a new requirement as it was not required for the installation of poles at Highland Park, Landings Park and Pompano Park the previous year.

MUSCO as requested completed and submitted the soil sample reports and permits were issued. The cost to MUSCO for this additional process was $12,400.00.

**RECOMMENDATION:**
The City Administration recommends that Commission approves the attached resolution authorizing the expenditure of an additional $12,400.00 for soil samples as requested by the building officials for the installation of the new MUSCO light poles and lighting system at the Sports Complex bringing the total to an amount not to exceed $945,304.08 from the Parks and Recreation Department’s Capital Budget 3117071-563100 for Phase II Park Lighting Project.
RESOLUTION NO. _____________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE AUTHORIZING THE EXPENDITURE OF $12,400.00 FOR A SPECIAL INSPECTION FOR THE SPORTS COMPLEX MUSCO LIGHTING PROJECT BRINGING THE TOTAL COST OF THE PROJECT TO $945,304.08. FUNDING IS AVAILABLE IN THE PARKS AND RECREATION DEPARTMENT GENERAL FUND 3117071-563100; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale, Florida has determined that a need to replace the existing field lights at Sports Complex

WHEREAS, the City is piggybacking off the Clay County, Florida Bid #13/14-8,

WHEREAS, the City of North Lauderdale has budgeted $930,000.00 in the Department’s Capital Budget for this project; and

WHEREAS, the City Commission authorized through resolution 18-01-6485 the total project amount of $930,000.00; and

WHEREAS, in December, 2018, the City Commission approved a change order for a special inspector in the amount of $2,904.08 which raised the total project cost to $932,904.08.

WHEREAS, a change in the inspection method by Broward County required the City to conduct a Special soil Inspection that increased the total project cost to $945,304.08

WHEREAS, the project required an additional $12,400.00 to be completed.

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

Section 1. This Resolution shall become effective immediately upon its passage and adoption.


APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR ANA M. ZIADE

______________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
City of North Lauderdale
Parks and Recreation Department
Invites You To Join Us For The

Great North Lauderdale
AIR POTATO ROUNDUP

Come help us gather the invasive air potatoes that are harming our natural trees and plants at Hampton Pines Park.

Saturday, March 9, 2019 - - 8am to 1pm
North Lauderdale
Hampton Pines Park - 7800 Hamptons Blvd

Participants joining in the roundup are encouraged to wear long sleeves, long pants and bring gardening gloves

Buckets, Tarps, Garbage Bags and Bug Spray Provided

Groups, Business and Individuals are Welcome To Participate
e-mail questions avaleo@nlauderdale.org

For More Information Call Parks and Recreation Department at 954-724-7061

Mayor Ana M. Ziade, Vice Mayor Samson Borgelin, Commissioners Rich Moyle, Lorenzo Wood, Mario Bustamante
The City of North Lauderdale is a licensed and Insured Government Agency