


CITY OF HALLANDALE BEACH, FLORIDA
MEMORANDUM
CM17-081

DATE: June 5, 2017

TO: Honorable Mayor and City Commissioners/HBCRA Board Chair and Directors

FROM: Roger M. Carlton, City Manager/CRA Executive Director 

SUBJECT: Community Benefit Program and Hallandale Opportunity Program

Background:

In 2011 during the height of the Great Recession, the Hallandale Beach City Commission enacted the Community Benefit Program (CBP) along with what was then known as the Neighborhood Employability Enhancement Directive (NEED) Program, but is currently known as the Hallandale Opportunity Project (HOP).

The City created the HOP as a way of coordinating and monitoring the various elements of the CBP. In May 2013, the City codified the CBP under section 23-3 of the City's Code of Ordinances. This was done with two readings and the support of all five members of the City Commission. The addition of the CBP to the City's Code of Ordinances (Att.1), began a process that was intended to help Hallandale Beach small contractors gain the experience and capability necessary to operate on their own for the long term.

The CBP was enhanced by the HOP program, which was designed to help Hallandale Beach's unemployed and underemployed residents gain the necessary job related skills through training and employment opportunities that would enable them to become fully self-sufficient. This process of investing in our local contractors and residents is known as "capacity building," and when implemented properly is a beneficial utilization of public dollars.

During the past six years, the CBP and HOP programs have lost their way for a complex variety of reasons:

- 1) The City's Capital Improvement Program (CIP) in conjunction with private sector developments, have contributed to the CBP and HOP at a rate which has grown so rapidly since the recovery from the Great Recession, that there are not enough small contractors or unemployed/underemployed workers in the City of Hallandale Beach to feed into the programs.

- 2) A complex mix of firms and individuals were retained by various companies and the City, often without a competitive process or any criteria that would demonstrate their ability or capacity to contribute to the goals of the CBP or HOP. Their functions were ill-defined at best, and their progress payments were made without adequate documentation. As of today, I have directed the Finance Department and the Capital Improvement Division to cease making any payments to consultants, contractors design/engineering firms and /or individuals under the CBP/HOP program until a complete review of the vendors can be completed. The only exception to this payment freeze will be those individuals or firms who are doing actual physical work, or are in a verifiable training program at a job site, and who are qualified participants due to their employment and residency status.
- 3) The City employees responsible for monitoring the CBP and HOP were given an impossible task. There were no uniform standards or criteria for the staff to follow, the monitoring staff did not participate in the negotiations of the individual requirements for each project, and the sanctions for failure to meet the various requirements were not proportional to the costs of implementing the requirements. Additionally, the necessary base-line research regarding examples of other community benefit programs that were enacted by local governments across the country (best practices), from which we could model our own CBP or HOP programs was not done. City administrators did not demand the excellence and fair-dealing required for the effective use of public funds. That is our fault, and the City Administration will resolve these issues going forward.
- 4) The City Commission also needs to shoulder some of the responsibility for the difficulties in this program. The rumors, confrontations, accusations and innuendos regarding abuses in the CBP/HOP are not new. When my predecessor brought a series of reforms on October 19, 2016, these reforms were approved by the City Commission in a 3/2 vote (Att. 2), but were not made a priority. The turmoil that swirled around City Hall at the time, in part, allowed the need to implement the reforms as a priority of the organization to go unmet.
- 5) It is extremely disappointing that there is no outrage in the community about the failure of these programs. No demands for reform have been publicly made to date. No complaints regarding the fact that public funds, which should have been utilized effectively to build the capacity of local contractors, or help individuals find work can be found.

Going Forward:

My training and experience as a professional City Manager tells me to remain dispassionate and make recommendations that are based on analysis and best practices. With apologies to my mentors, I am angry about this situation...very angry. With the complete failure of the Federal and State governments to grapple with and lessen the burden on our disadvantaged residents, that burden falls on local government. Even with the limited resources we have in the City of Hallandale Beach, common-sense effective solutions to provide assistance to

our needy elderly and youth must be found. We must also help our business people and individual workers become self-sufficient. We cannot shoulder that burden alone. We must establish relationships with many existing programs that have local capabilities. We must also eliminate providers that are not contributing to program goals.

To that end, the following actions will be taken effective immediately:

- 1) All payments made under the CBP and HOP program will be frozen until a thorough review of the programs is made and recommendations brought to the City Commission. The only exception will be payments made to small contractors doing real construction work and qualified individuals doing real work at job sites. Individuals who are in verifiable training programs will also be paid. We will update the City Commission on these procedures as soon as they are developed, which will be the highest priority.
- 2) Assistant City Manager, Dr. Jeremy Earle, will be responsible for approving all payments and will oversee the development of a new program based on best practices from across the country that will result in capacity building and employability skills within our community in addition to other beneficial programs for our economically disadvantaged citizens. He has been charged to complete this task for City Commission review by September 30, 2017.
- 3) To be very clear and to allay any rumors, I will **not** be recommending that we get out of the business of CBP and HOP. The programs will be completely restructured, personnel may be changed and accountability will be meshed with compassion for the disadvantaged throughout our entire community.
- 4) City staff will be directed to refer all questions regarding the CBP and HOP programs to the City Manager. I can only request that the City Commission comply with this, however, to those employees who report to me, this will be a firm directive.
- 5) Dr. Earle's review of the program and recommendations for reform will include an analysis of waste, fraud and abuse. Without equivocation, there has been waste. Fraud and abuse will be determined with help from City Attorney, Jennifer Merino, who has experience in such matters as former legal counsel to the Broward County Office of the Inspector General. If necessary, the results of our review will be brought to the appropriate authorities for their determination. The City Commission should rest assured that the City Administration will make maximum effort to recover any misused funds.

Conclusion:

The failure of a well-meaning program to deliver expected results has the strong potential to be used for purposes that are not related to resolving the issues. In some cases, personal animosity has been given the opportunity to fester. In other cases, the desire to "kill" programs for ideological purposes is used as justification. The decision to reform a program

in order to keep it in existence is often used to support the belief that there is a pattern of behavior to the detriment of one group over another. It should be of concern to all of us that the above examples may lead to the expansion of community tensions.

I only ask everyone to work with the City Administration to improve the CBP and HOP programs, and to channel our collective anger toward a new day of effective, fair-dealing and capacity building for local contractors and self-sufficiency for individuals.

Your patience and support during this time are very much appreciated.

Attachments: as noted

Cc. Jennifer Merino, City Attorney
Steven Zelkowitz, HBCRA Attorney
Deputy/Assistant City Managers
Senior Staff
George Rich, HOP Administrator
HBCRA Staff
Office of Capital Improvements Staff

ATTACHMENT 1



City of Hallandale Beach City Commission Agenda Cover Memo

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|---|-------------------------------|-----------|---|-------------------------------|------------------|-------------------------------|-----------|
| Meeting Date: | May 15, 2013 | | Item Type: <i>(Enter X in box)</i> | Resolution | Ordinance | Other | |
| | | | | | X | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | | | | | | X | |
| | | X | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes | No |
| | | | | | | | X |
| Funding Source: | Not applicable | | Advertising Requirement: <i>(Enter X in box)</i> | Yes | | No | |
| | | | | X | | | |
| Account Balance: | Not applicable | | Quasi Judicial: <i>(Enter X in box)</i> | Yes | | No | |
| | | | | | | X | |
| Project Number : | Not applicable | | RFP/RFQ/Bid Number: | Not Applicable | | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | Strategic Plan Priority Area: <i>(Enter X in box)</i> | | | | |
| | | X | Livable Community Excellence in Government Environmental Sustainability Economic Development | | | | |
| Sponsor Name: | Renee C. Miller, City Manager | | Department: General Services | Andrea Lues, Director | | | |

Short Title:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, REPEALING IN ITS ENTIRETY CHAPTER 23, AND CREATING A NEW CHAPTER 20. ENTITLED "PROPERTY" AND A NEW CHAPTER 23 "PROCUREMENT CODE"; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background:

City Administration, in partnership with the Office of the City Attorney, reviewed the City Code of Ordinances in its entirety with the intent of revising any and all outdated sections and provisions to make the Code of Ordinances more user friendly and to assist in a more efficient municipal operation. Chapter 23, Sections 23-1 through 23-228, of the City of Hallandale Beach Code of Ordinances, provides policy direction for the City's procurement activities, as well as, for management of City Property and City Surplus Property.

To enable more effective and efficient procurement processes, staff reviewed the City's existing policies and compared them with best practices exercised by other cities. Subsequently, proposed revisions to Chapter 20 and Chapter 23 were presented to the City Commission and discussed at the April 3, 2013, City Commission/City Manager Workshop.

After the discussion, the City Commission agreed with the provisions in proposed Chapter 20, "Property," and requested some revisions to proposed Chapter 23, "Procurement Code." The requested changes were presented at the May 1, 2013 Commission meeting.

During the May 1 City Commission meeting, the City Commission, through Vice Mayor Lewy's request, proposed changes to Chapter 23, "Procurement Code," Domestic Partner Benefits Requirements. Additionally, the City Commission, through the request of Commissioner Lazarow, revised Chapter 20, "Property," Section 20-16(d), Purchase and Conveyance of Real Property, and Section 23-7, Exception to Bid Requirements, Emergency Purchases. The information and revisions are detailed below.

Why Action is Necessary:

Pursuant to Article V, Section 5.01 (4)(g) of the City of Hallandale Beach Charter, any action taken to amend a previously adopted City Ordinance must be adopted as an ordinance by the City Commission.

As the draft Ordinance repeals Chapter 23 and creates two (2) new Chapters, Chapter 20, entitled "Property" and Chapter 23, entitled "Procurement," adoption of an Ordinance by the City Commission is necessary to enact the proposed changes.

Analysis:

Following are the changes to the Ordinance as discussed during the May 1, 2013, City Commission Meeting:

Chapter 20. Property.**Section 20-16. Purchase and conveyance of real property(d)**

Lines 228-229 were amended as follows:

~~The City Manager shall report each such disposition of property in a memorandum to the City Commission within five (5) working days after the disposition.~~ place a notation on the agenda of the next regularly scheduled City Commission meeting advising of the disposition of the property.

Chapter 23. Procurement Code**Section. 23-7. - Exception to bid requirements(1) Emergency Purchases**

Lines 1094-1104 were amended as follows:

- (1) Emergency purchases. In urgent cases of compelling emergency which require the immediate purchase or repair of equipment, supplies or contractual services, the City Manager is empowered to secure, by open market procedure at the lowest obtainable price, any equipment, supplies, repairs or services not exceeding fifty thousand (\$50,000) dollars. ~~A full report of the circumstances of all emergency purchases shall be filed by the City Manager with the City Commission.~~ The City manager shall place a notation on the agenda of the next regularly scheduled City Commission meeting advising of the emergency purchase.

Chapter 23. Procurement Code. Domestic Partnership Benefits – Current Proposal –

Line 505 was amended as follows:

Added the name of the form which will be created and requested, "Domestic Partnership Certification Form".

Lines 531-533 were amended as follows:

Revisions are to ensure that shall the Domestic Partnership Certification Form be omitted and not provided with the submittal of the response, the Procurement Department shall have the ability to request it from the Contractor.

Lines 534-535 were amended as follows:

Deleted. This information was not clear as to its requirements.

Lines 539-540 were amended as follows:

Added the "Domestic Partnership Certification Form" to clarify the requirement stipulated by this paragraph.

Broward County Domestic Partnership Benefits:

During discussion of this section of the Ordinance, Vice mayor Lewy requested the language be revised to include the language included within the Broward County Ordinance. After discussion by the City Commission, staff was directed to conduct the necessary research, including possible impacts on small business participation, of replacing the proposed language with the more stringent language utilized by Broward County. Furthermore, staff was directed to bring amendatory language for discussion by the City Commission. Staff has reached out to Broward County Purchasing staff to obtain information regarding Broward County's requirements and administration of the Domestic Partnerships procurement program and the findings are as follows:

- 1) Failure to provide the Certification Form with submittal results in a firm being deemed non-responsive. This means the firm is not considered for award.
- 2) The Purchasing Division enforces the requirements of the Ordinance.
- 3) If the County has evidence of non-compliance a contractor could be found in breach of the contract.
- 4) The Ordinance does not apply to CCNA contracts.
- 5) The County Board can waive the requirement in the best interest of the County.

Below is a brief description of Broward County's program:

Domestic Partner Benefits Requirement - Staff researched Broward County's Code of Ordinances for the Domestic Partnership Act. Attached as Exhibit 2 is Broward County's Code of Ordinances, Part II, Article VIII, Domestic Partnership Act. For purposes of the Act, Broward County defines the requirement of the Act as follows:

Contract as all types of binding agreements between Broward County and a Contractor for goods or services valued over \$100,000.

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Contractor means any business that has five (5) or more employees and is awarded one or more contracts by Broward County.

Certification of Contractor As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Contracts Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the County to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The County may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The County may retain all monies due or to become due until the Contractor complies with this section.
- (v) The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

Following are the differences between Oakland Park's (current proposal) and Broward County's language:Oakland Park (current proposal)

- Applies to contractors with 25 or more employees
- Certification Form is requested

Broward County

- Applies to contractor with 5 or more employees
- Obligates Contractor to comply with requirement during the entire term of the Contract.
- Failure to provide the Certification Form results in a Contractor being deemed non-responsive

The City's proposed language for the requirement does not penalize a firm for failing to provide the certification form. Broward County's requirement obligates the firm to comply with the applicable provision of the Code. Additionally, failure to provide such certification results in the firm being deemed non-responsive. This means that the firm has not complied with all essential requirements as requested and, therefore, the firm will not be considered for award.

As previously discussed and presented herein, the proposed changes to Chapter 20 and Chapter 23 will improve both management of City-owned property, as well as the City's procurement process by providing clear and concise guidance. These revisions are a step towards the implementation of best practices, which will be further implemented through the Enterprise Resource System Project (ERP) and which will support the City in the delivery of government services activities, take advantage of best practices and significantly improve the efficiency and effectiveness of the City's customer services and business processes.

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| Proposed Action: |
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Staff recommends the City Commission approve Second Reading of the attached Ordinance.

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| Attachment(s): |
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Exhibit 1 – Revised Draft Ordinance
 Exhibit 2 – Broward County Municode – Domestic Partnership Act – Part II, Article VIII
 Exhibit 3 – Proposed Amendatory Language

Chapter 23 - PROCUREMENT CODE^[1]

Footnotes:

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Editor's note— Ord. No. 2013-03, adopted on May 15, 2013, amended the Code by repealing ch. 23, §§ 23-1—23-34, 23-51—23-65, 23-101—23-113, 23-141, 23-171—23-176, 23-211, 23-226, and 23-227 and replacing it. The new sections pertain to purchasing and procurement. The former Chapter 23 pertained to property and purchasing and derived from Code 1980, Ord. No. 95-23, adopted Oct. 17, 1995, Ord. No. 97-5, adopted Mar. 18, 1997, Ord. No. 97-20, adopted Dec. 2, 1997, Ord. No. 2000-2, adopted Jan. 18, 1999, Ord. No. 2000-29, adopted Nov. 21, 2000, Ord. No. 2001-15, adopted Sept. 20, 2001, Ord. No. 2001-23, adopted Nov. 6, 2001, Ord. No. 2002-20, adopted Nov. 2, 2002, Ord. No. 2003-34, adopted Nov. 18, 2003, Ord. No. 2006-19, adopted Oct. 16, 2006, Ord. No. 2008-09, adopted May 21, 2008, and Ord. No. 2010-04, adopted Feb. 17, 2010.

ARTICLE I. - PURCHASING

Sec. 23-1. - Short title.

This chapter shall be known and may be cited as the procurement code of the city.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-2. - Renaming of department and purpose.

The general services department shall henceforth be known as the procurement department. The underlying purpose shall be as follows:

- (1) To provide the city with a unified purchasing system with centralized responsibility that allows for the delegation of purchasing authority;
- (2) To provide increased economy in city procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the city;
- (3) To obtain in a cost-effective and responsive manner the supplies, services and construction required by city departments in order for those departments to better serve the city's businesses and residents;
- (4) To provide safeguards for the maintenance of a procurement system of quality and integrity;
- (5) To provide for increased public confidence in the procedures followed in public procurement;
- (6) To ensure the fair and equitable treatment of all persons who deal with the procurement system in the city;
- (7) To simplify, clarify, and modernize the law governing procurement by this city;
- (8) To foster effective broad-based competition within the free enterprise system;
- (9) To permit the continued development of procurement policies and practices; and
- (10) To ensure that the city purchases recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the city.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-3. - Definitions.

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

Addenda means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of bids or proposals.

Amendment means the method of changing the terms and conditions or requirements of a contract or agreement after its execution. All amendments must be approved in writing and signed by the city manager and contractor. Amendment must include all changes in terms and /or conditions including total amount of the amended contract.

Award means the acceptance of a bid, offer or proposal by the proper authorized designee. The city commission must approve all awards over the authority of the city manager, with the exception of emergency purchases.

Bids means a written offer submitted to the city by a prospective offeror to furnish specific services, supplies, or construction services in response to an invitation for bid.

Bid bond means a sum of money, which could be in the form of a cashier's check, irrevocable letter of credit, money order or a bond issued by a surety, deposited with a bid or proposal guaranteeing the bidder or offeror will not withdraw the bid or proposal for a specific period of time, will furnish bonds as required, and will accept a contract, if awarded, or forfeit the bid bond.

Bid performance bond means a sum which is issued usually by a surety assuring the city that once the contract is awarded, the contractor will meet its obligations under the contract.

Bid waiver means a process, whereby supplies or services may be procured without formal competitive bidding process when determined to be in the best interest of the city.

Blanket purchase order means a purchase order under which a party agrees to provide supplies or services to the city on a demand basis, acceptance of which constitutes a contract.

Certificate of insurance means a certificate issued by a reputable insurance company evidencing that the company has the appropriate insurance.

Change order means a written alteration to a formal contract or purchase order entered in accordance with the terms of the contract or in accordance with the solicitation.

City means the City of Hallandale Beach, Florida.

City manager means the city manager of the City of Hallandale Beach, Florida, and/or authorized designee.

Commission means the mayor and city commission of the City of Hallandale Beach, Florida.

Community benefit plan means a plan that may be required for capital construction projects if it meets the feasibility threshold as established by policy. When a solicitation requires it proposers must demonstrate and provide a proposed community benefit plan which has identifiable and observable community benefits for the community surrounding the project and the city. The benefits should include the approach for ensuring that both prime and subcontractors utilize local residents in every phase of the project of the city, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. The city manager may only waive this requirement if the highly technical nature of the work makes the community benefit component unfeasible.

Consultant means one who provides professional advice or services including, but not limited to: attorneys, architects, engineers, surveyors and accountants.

Consultants' Competitive Negotiation Act means F.S. § 287.055, as periodically amended.

Contract means all types of binding documents for the procurement and disposal of supplies, services and construction, including purchase orders,

Contract administrator means city manager duly authorized designee requesting items and/or services and the designated city contact for the particular contract.

Contractor means any person or entity having a contract with the city.

Contractual services includes, without limitation, printing; gas; fuel; cleaning services; purchase, installation, rental, repair and maintenance of equipment; machinery; construction and consultant contracts and other personal property; lease of real property and office space by the city as lessee; and all other contractual supplies, materials equipment and services not specifically excluded from these procedures.

Construction means the process building, altering, repairing, improving, or demolishing any structure or building or roadway or utility or other improvements of any kind to any real property owned or under the control of the city. It does not generally include the routine operation, repair, or maintenance of existing structures, buildings, or other real property. F.S 255.20.

Construction of utilities means all such reservoirs, sewerage systems, trunk sewers, intercepting sewers, pumping stations, wells, intakes, pipelines, distribution systems, purification works, collecting systems, treatment and disposal works, airports, hospitals, jails and golf courses, and gas plants and distribution systems.

Contracts means every contract, unless otherwise exempt as per the section below, shall contain language that obligates the contractor to comply with the applicable provisions of this section. The contract shall include provisions for the following:

- (1) The contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (2) The failure of the contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the city to pursue any remedy stated below or any remedy provided under applicable law.
- (3) The city may terminate the contract if the contractor fails to comply with this section.
- (4) The city may retain all monies due or to become due until the contractor complies with this section.

Cooperative purchasing means the procurement conducted by or on behalf of more than one public procurement unit. The combining of requirements of two or more public procurement units, in order to obtain the benefits of volume purchases and/or reduction in administrative expenses.

Debarment means the exclusion of a person or business from participating in a procurement activity for an extended period of time, as specified by law, because of an illegal or irresponsible action.

Design-build contract means a single contract with a design-build firm for the design, and construction of a public construction project.

Design-build firm means a partnership, corporation, or other legal entity that:

- (1) Is certified under F.S. § 489.119, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- (2) Is certified under F.S. § 471.023, to practice or to offer to practice engineering; certified under F.S. § 481.219, to practice or to offer to practice architecture; or certified under F.S. § 481.319, to practice or to offer to practice landscape architecture.

Design criteria package means performance oriented drawings or specifications of the public construction project. The design criteria package must furnish sufficient information to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract.

Design criteria professional means a firm which holds a current certificate or registration under F.S. ch. 481, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under F.S. ch. 471, to practice engineering and who is employed by or under contract by the city to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Designee means a duly authorized representative.

Director of procurement means the person holding the position established by the City's Charter article VI, section 6.05, powers and duties.

Discount from list contracts means those contracts whereby price is determined by applying a percentage discount from an established catalog or list price.

Domestic partner shall mean any two adults of the same or opposite sex, who have registered as domestic partners with the county pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the county.

Domestic partner benefits requirement means a requirement for the city contractors to provide equal benefits for domestic partners. Contractors with five or more employees contracting with the city, in an amount valued over \$50,000.00, provide benefits to employees' spouses and the children of spouses. The requirement will be included in solicitations.

Emergency means a situation or occurrence of a serious nature involving urgent and extreme matters of public health, safety, and welfare, or which requires the safeguarding of city assets.

Employee means an individual employed by the city drawing a salary or wages from the city.

Equal benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

Equal benefits requirements . As part of the competitive solicitation and procurement process a contractor seeking a contract shall certify by providing the domestic partnership certification form, that upon award of a contract it will provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses. The domestic partnership certification form shall be signed by an authorized officer of the contractor and submitted with the solicitation response. Failure to provide the domestic partnership certification form shall result in a contractor being deemed non-responsive.

Exception and waiver. The provision of this section shall not apply where:

- (1) The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- (2)

The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

- (3) The contractor is a governmental entity.
- (4) The contract is for the sale or lease of property.
- (5) The covered contract is necessary to respond to an emergency.
- (6) The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- (7) The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
 - a. Where only one solicitation response is received.
 - b. Where more than one solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

Evaluation committee means a group of three or more persons selected by the city manager to review proposals received in response to an RFP. The evaluation committee may include persons who are not employed by the city.

Evaluation sheet means the forms used by the evaluators to evaluate proposals. Each evaluator shall sign and date his or her evaluation sheet. The factors included in the evaluation sheet are factors related to management capability, technical capability, manner of meeting performance requirements, cost and other important considerations which were incorporated.

Field purchase order (FPO) means a document which encumbers the funds and must be approved using the same steps as a requisition. FPO's are used in situations when a purchase order is not required and a direct check is requested.

Grant means the furnishing by the city or a city authorized not-for-profit provider of assistance, whether financial or otherwise, to any person to support a program or activity, or the furnishing to the city of such assistance by another person or federal or state agency.

GSA Federal General Services Administration establishes long-term government-wide contracts. Local government entities may only purchase goods and services related to information technology from GSA schedule 70, information technology, consolidated (formerly corporate contracts) schedule contracts containing IT special item number (SIN) and disaster recovery purchasing to recover from a major disaster. GSA government-wide acquisition contracts (GWACs) are not authorized for use by local government entities under section 211 of the E-Government Act of 2002.

Informal bids means process utilized to obtain prices for goods and supplies for all purchases up to \$50,000.00. The acceptable methods are faxed, emailed or mailed written price quotations.

Lobbyist regulations stipulates that all persons, firms, organizations and corporations seeking procurement from the city or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the city clerk's office prior to contacting a member or members of the city commission regarding the city procurement. The lobbyist registration must disclose each party, person, principal, and/or client represented on city matters.

Local city vendor.

A tier 1 "local city vendor" shall mean a resident which has a valid homestead from the county property appraiser's in the city's limits and the resident owns a business within the city limits with a valid business tax license issued by the city that authorizes the business to do business in the city and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the city at least one year prior to the bid or proposal due date. The business must have a physical address located within the city limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation. Proof of the homestead must be submitted with the response to the solicitation. The homestead shall have been issued by the county at least one year prior to the bid or proposal due date,

A tier 2 "local city vendor" shall mean a business within the city limits that has a valid business tax license issued by the city that authorizes the business to do business in the city and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the city at least one year prior to the bid or proposal due date. The business must have a physical address located within the city limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

A tier 3 "local city vendor" shall mean a resident which has a valid homestead from the county property appraiser's in the city's limits at least one year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation. Additionally, the resident owns a business outside of the city limits. The valid business tax license shall have been issued at least one year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the business tax license must be submitted with response to the solicitation.

Lowest responsible bid or lowest responsible quotation means the lowest bid or quotation received that best responds in quality, fitness and capacity to the requirements of the proposed work or usage, as specified, from a vendor deemed responsible and responsive to the invitation to bid or solicitation for a quotation. In determining the lowest responsible bid or quotation, the following shall be considered, in addition to price:

- (1) The quality of commodities or services offered;
- (2)

The ability, capacity, and skill of the vendor to perform the contract or provide the commodities or services required;

- (3) Whether the vendor can perform the contract or provide the commodities or services promptly, or within the time specified, without delay or interference;
- (4) The sufficiency of the vendor's financial resources and the effect thereof on the vendor's ability to perform the contract or provide the commodities or services;
- (5) The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
- (6) The quality of vendor's performance on previous orders or contracts for the city;
- (7) Litigation by the vendor on previous orders or contracts with the city;
- (8) Compliance by the vendor with federal, state and local laws and ordinances relating to the subject of the purchase or contract;
- (9) The ability of the vendor to provide future maintenance and service where such maintenance and service is essential;
- (10) Internal cost of vendor's proposal, including any additional expenditure required by the city to complete the project or purchase; and
- (11) Life cycle costs, including costs of purchase, maintenance, and disposal, less residual value over the expected life of the product.

Payment bond means a promise of a surety assuring payment to all persons supplying labor or materials in the work provided for in a contract. The city has the discretion of requesting a payment bond when the construction contract is \$250,000.00 or less.

Person means any business, corporation, partnership, individual, union, agency, committee, club, organization, or group of individuals.

Performance bond means a promise of a surety, sometimes referred to as "completion bond," assuring the city that once the contract is awarded, the contractor will perform its obligations under the contract.

Procurement buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services and construction. It also includes all functions that pertain to the obtaining of any supplies, service, and construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

Professional services means any services where the city is obtaining advice, instruction, or specialized work from an individual, firm or agency specifically qualified in a particular area. Professional services may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability.

Protest means a written complaint presented to the director of procurement in reference to the award of a contract which resulted from an RFP, RFQ, or bid.

Public Bid Disclosure Act (Florida Statutes § 218.80). When a department wishes to release a construction bid or RFP, all of the city's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the city must be disclosed. If the RFP does not require the response to include a final fixed price, the city is not required to disclose any fees or assessments in the RFP. However, at least ten days prior to requiring the contractor to submit a final fixed price for the project, the city shall make the disclosures required by F.S. § 218.80.

Public records means those records as defined in F.S. ch. 119.

Purchase means the words used in a solicitation to describe the supplies, services, and construction to be purchased, and includes specifications attached to, or made a part of the solicitation.

Purchase order means a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered, and applicable terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and its execution by the vendor. A purchase order binds the vendor in a contractual relationship with the city.

Request for proposal means a solicitation for proposal to provide a solution to a problem or a course of action or a determination of data findings useful to the city. An RFP is characterized by description of the desired results and a scale of how the proposals will be evaluated to obtain the results. Negotiation on any part of the RFP is permissible. The RFP includes all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Compensation paid to a proposer is negotiated once the top rated proposer has been determined.

Request for quotation is an informal request for prices normally used for procurement below the formal contract threshold. The request for quotation includes all documents whether attached or incorporated by reference, included in a solicitation for quotations.

Request for qualifications (prequalification of bidders) is the screening of potential vendors in such factors as financial capability, reputation, professional expertise and management in order to develop a list of qualified vendors. Once the list of pre-qualified vendors is created, a bid or RFP is created and released to the pre-qualified list.

Responsible bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

Responsive bidder means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a responsive bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.

Services mean the furnishing of labor, time, specifications and technical assistance by a contractor. This term shall not include employment agreements or collective bargaining agreements, but shall include both professional and general services.

Sole source means the only source known to be able to perform a contract, or the one source that among others that, for justifiable reason, is found to be the most advantageous for the purpose of contract award.

Specifications mean any description of the physical or functional characteristics or of the nature of a supply, service and construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service and construction item for delivery. Specifications may also contain provisions for inclusion of factors which will lead to the ultimate calculation of lowest total cost. All specifications shall seek to promote overall economy for the purposes intended, and encourage competition in satisfying the city's needs and shall not be unduly restrictive.

Supplies shall mean and include all supplies, materials, and equipment.

Sunbiz means the website maintained by the department of state, division of corporation listing all companies incorporated in the state, including registered fictitious names and foreign corporations.

Surplus property means city-owned which is no longer needed for public use.

Tax savings direct purchases. The city is recognized by the state as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The city may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the city, in which private firms install tangible property that becomes part of a city facility. See rule 12A-1.094 and F.S. § 212.08(6). The city will implement the DPTSP for projects of \$1,000,000.00 or above.

Unit price mean the cost per unit of a product or service.

Using agency is any department, agency, commission, bureau or other unit to the city government using supplies or procuring contractual services.

Vendor means an actual or potential supplier of an item, service, and construction.

Vendor performance means an action or inaction taken by a vendor under a contract, purchase order, or other binding agreement with the city. Nonperformance, which is an action or inaction, which does not comply with the specifications, and/or terms and conditions of a contract or purchase order.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-4. - Competitive bidding required.

All purchases of and contracts for equipment, supplies and contractual services, when the estimated cost shall exceed \$50,000.00, except as specifically provided in this section, shall be based, wherever possible, on competitive bids. The city manager is authorized to purchase and contract for equipment, supplies and contractual services and pay for a construction change order(s) when the cost do not exceed ten percent of the contract costs or \$50,000.00, whichever is less, without further city commission approval.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-5. - Formal contract procedure.

All equipment, supplies and contractual services, except as otherwise provided in this section, when the estimated cost shall exceed \$50,000.00 shall be purchased by formal, written contract from the lowest responsive, responsible bidder, after due public notice inviting proposals has been given; however, the city commission, upon request of the city manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-6. - Award of contract.

- (a) The city manager shall have the authority to recommend to the city commission award of contracts.
- (b) Contracts shall be awarded to the lowest responsive, responsible bidder, or as otherwise determined in the best interest of the city. The city commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations and corporations submitting bids or proposals to the city. Following an evaluation of responses received for bids, request for proposals, and other purchases, the city manager shall have the authority to recommend to the city commission award of contracts. After placement on the agenda, the city commission reviews the city manager's recommendations and may direct any communications, inquiries or questions regarding the contract award to or through the city manager. In accordance with administrative procedures and policies, and the city's lobbying ordinance, all persons, firms, organizations and corporations seeking a procurement from the city or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the city clerk's office prior to contacting a member or members of the city commission regarding a city procurement. Lobbyists shall cease all contact and communication with the city commission within the period of time as stated in the lobbying ordinance before the date set for a decision on a matter, unless contacted by a city commissioner.

(c)

Local preference: In the award of bids and the determination of the lowest, best and responsible bidder, the city commission may award a preference based upon vendors, contractors or subcontractors who are local with a preference as follows:

Purchases and contracts within the authority of the city manager may also give consideration to local preference by application of the guidelines in this subsection.

- (d) Submittal requirements: If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for tier 1, tier 2 or tier 3 local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.
- (e) Conditions:
 - (1) A vendor/business can only qualify for one tier preference level.
 - (2) A vendor/business with outstanding liens, fines or violations with the city shall not be eligible to qualify for tier 1—3 status.
 - (3) A vendor/business that operates through a post office box shall not be eligible to qualify for tier 1—3.
- (f) Process to apply the LVP to bids:
 - (1) *Competitive bid tier 1 local vendor preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 1 local vendor is within ten percent of the lowest price submitted by any vendor, the tier 1 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 1 local vendor submits a bid that matches the lowest responsive bid, then the award will go to the tier 1 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.
 - (2) *Competitive bid tier 2 local vendor preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 2 local vendor is within five percent of the lowest price submitted by any vendor, the tier 2 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 2 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 2 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.
 - (3) *Competitive bid tier 3 local vendor preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 3 local vendor is within two and one-half percent of the lowest price submitted by any vendor, the tier 3 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 3 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 3 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

If there is a tier 1 local vendor and a tier 2 local vendor and a tier 3 local vendor participating in the same bid solicitation and the three vendors qualify to submit a second bid as detailed above, the tier 1 local vendor will be given first option.

If the tier 1 local vendor cannot match the lowest bid received, an opportunity will be given to the tier 2 local vendor. If the tier 2 local vendor cannot match the lowest bid received, then an opportunity will be given to the tier 3 local vendor. If the tier 3 local vendor cannot match the lowest bid received, then the bid will be awarded to the lowest bidder regardless of tier 1, tier 2 or tier 3 local vendor preference.

If multiple local vendors submit bids which are within ten percent of the lowest bid, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the tier 1 local vendor submitting the lowest BAFO providing that the BAFO at least matches the lowest bid received in the original solicitation. If no tier 1 local vendor can beat the lowest bid by matching it, then the process will be repeated with tier 2 and tier 3 local vendors who have submitted a bid which is within two and one-half percent of the lowest bid. If no tier 1, tier 2 or tier 3 local vendor can submit a BAFO that matches the lowest bid submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of the tiers.

- (g) Application of local vendor preference for requests for proposals: When evaluation points are used to evaluate through a solicitation, and when a non-local business is the highest ranked proposer, and the ranking of a local firm is within ten percent of the total 100 ranking points, then the city may elect to negotiate with the local firm first.
- (h) Process to apply the local vendor preference to competitive proposal: For contract awards based upon evaluation criteria pursuant to a point system, there shall be a local participation criterion to be included in the total 100 points to be awarded. The points shall be awarded as follows:
- (1) *Tier 1 local vendor preference:* If 100 percent through 50 percent of the project work submitted as a response to a solicitation, which equals to 100 percent through 50 percent of the project cost, will be provided and performed by a tier 1 local vendor then the firm will receive, through the evaluation process, a total of ten points.
 - (2) *Tier 2 local vendor preference:* If 49 percent through 20 percent of the project work submitted as a response to a solicitation, which equals to 49 percent to 20 percent of the project cost, will be provided and performed by a tier 2 local vendor then the firm will receive, through the evaluation process, a total of five points.
 - (3) *Tier 3 local vendor preference:* If 19 percent through less than five percent of the project work submitted as a response to a solicitation, which equals to 19 percent to less than five percent of the project cost, will be provided and performed by a tier 3 local vendor then the firm will receive, through the evaluation process, a total of two and one-half points.

| | | |
|--|---|----------------------|
| | Total Project Dollar Cost (\$) Performed | Total Points Awarded |
|--|---|----------------------|

| | | |
|---------------------|---------------------|-----|
| Tier 1 Local Vendor | 100% to 50% | 10 |
| Tier 2 Local Vendor | 49% to 20% | 5 |
| Tier 3 Local Vendor | 19% to less than 5% | 2.5 |

The percentage of tier 1, tier 2 or tier 3 local vendor participation will be calculated by the proposer's cost and/or expenditure's provided and performed by a local tier 1, tier 2 or tier 3 local vendor subcontractor for providing direct labor or a bona fide service, the total cost of the project dollar submitted and identified in the proposal.

A proposer may count towards its local vendor preference for tier 1, tier 2 and tier 3, the fee or commissions charged for providing direct labor or a bona fide service, such as professional, technical consultant or managerial services.

- (i) Request for Qualifications (RFQ) and Consultants Competitive Negotiation Act (CCNA): For contracts awarded pursuant to the Consultants Competitive Negotiation Act (CCNA) and through request for qualifications the applicability of the local vendor preference is as follows:

The percentages reflect the amount of total project work, which shall be equated to the project dollars, assigned to the tier 1, tier 2 or tier 3 local vendor. The location of qualified entities shall be considered in determining the qualification for professional service governed by the Consultants Competitive Negotiation Act and through an RFQ process.

- (j) Exemptions to tier 1, tier 2 and tier 3: The city will not count toward a proposer tier 1, tier 2 or tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:
- (1) The proposer either directly, or through any other company or firm owned or controlled by the proposer.
 - (2) Any nonlocal business.
 - (3) A tier 1, tier 2 or tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A tier 1, tier 2 or tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A tier 1, tier 2 or tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.

(4)

Participation by a tier 1, tier 2 or tier 3 local business shall not be considered and the tier 1, tier 2 or tier 3 local vendor shall be disqualified if the owner of the tier 1, tier 2 or tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a city contract.

(k) Exceptions to applicability of local vendor preference:

- (1) No tier 1, tier 2 or tier 3 local vendor preference will be included in any competitive solicitation where the city is the lead agency for the southeast Florida cooperative purchasing group.
- (2) Utilization of a state or other agency contract.
- (3) State or federal law prohibits the use of local preference.
- (4) The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
- (5) Sole source or single source purchases.
- (6) The tier 1, tier 2 or tier 3 local vendor is either non-responsive or non-responsible.
- (7) All bids submitted exceed the budget amount for the project.
- (8) Emergency purchases.
- (9) The city manager and/or the commission may exempt any competitive solicitation from the local vendor preference.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-7. - Purchases over \$25,000.00.

The city manager shall have discretion to establish guidelines for purchases over \$25,000.00 but less than \$50,000.00.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-8. - Exception to bid requirements.

Only the following situations are exempted from the competitive bid requirements of this article:

- (1) *Emergency purchases.* In urgent cases of compelling emergency which require the immediate purchase or repair of equipment, supplies or contractual services, the city manager is empowered to secure, by open market procedure at the lowest obtainable price, any equipment, supplies, repairs or services not exceeding \$50,000.00. The city manager shall place a notation on the agenda of the next regularly scheduled city commission meeting advising of the emergency purchase.
- (2) *Professional services.* Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this article; however, a formal written contract,

approved by the commission, shall be required for all such contracts in excess of \$25,000.00.00, and any applicable state law, such as the Consultant's Competitive Negotiation Act, shall be followed.

- (3) *Noncompetitive supplies.* Noncompetitive supplies, available only from one source, such as unique, patented or franchised supplies, are exempt. The city manager is authorized to purchase and contract for noncompetitive supplies in excess of \$50,000.00, provided authorized funds are available in the annual budget and records of purchases exceeding \$50,000.00 are available for review in the procurement department.
- (4) *No bid received.* Where no bid has been received after publication of a bid proposal; however, such purchases in excess of \$50,000.00 require a formal, written contract approved by the city commission.
- (5) *Unique circumstances.* Where the city commission finds unique circumstances to establish that competitive bidding is not in the best interest of the city; however, such purchases in excess of \$50,000.00 shall require a formal, written contract approved by the city commission. The city commission, upon request by the city manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.
- (6) *Bids and contracts from other entities.* The city manager is authorized to use competitive bids and formal contracts from other entities under the same limitations as described in section 23-8.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-9. - Cooperative purchasing.

The city manager may procure, without following formal contract procedure, all supplies, materials, equipment and services, except for those services described in subsection 23-8(2), which are cooperative purchases and shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the city would be served.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-10. - Appropriations required.

- (a) No obligation for expenditures of city funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the budget. This provision shall apply, without being limited to, any formal or informal contractual obligation for the purchase of lease supplies, services or equipment, and personal services. No money may be drawn from the treasury of the city nor may the appropriate city officials execute any check, draft, warrant, note or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be debited for such payment.

- (b) No obligation for the expenditure of money, nor drawing of funds from the treasury, in excess of \$1,000.00 may occur unless there is a written certification from the finance director or his/her designee certifying that there exists an adequate unencumbered balance of appropriate and available funds.
- (c) The city manager, in a matter of public necessity, may incur obligations or expend funds, not in excess of \$50,000.00 without complying with this article or the requirements for public bidding, provided that he/she places the ratification of these expenditures on the first regularly scheduled commission meeting occurring after the incursion or expenditure. In an emergency involving urgent, and extreme matters of public health, safety or welfare, the city manager may exceed this monetary limitation, provided that, on the same business day that he/she takes such action, the city manager shall request that a special commission meeting be held at the earliest possible time, to ratify that action.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-11. - Appropriations for outstanding purchase orders.

A duly authorized appropriation of any given fiscal year shall continue to be a valid appropriation of a subsequent fiscal year, without appropriation or inclusion in the later year's budget, providing that the expenditure pursuant to such appropriation has been authorized by the city commission or a properly executed purchase order is outstanding at the end of the fiscal year of the original appropriation. Authority to complete such purchase and expenditure is granted; and if the expenditure is not completed after a reasonable time, the city manager is authorized and directed to cancel and close out the unexpended balance of the appropriation.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-12. - Procedures for purchases in excess of \$50,000.00.

Except as otherwise provided in this division, the purchase of commodities or services of an estimated value in excess of \$50,000.00 shall be approved by the city commission and may be by purchase order and/or other written contract with the vendor submitting the lowest responsible bid whose bid has been solicited, received and approved, pursuant to the following procedures:

- (1) *Advertisements*. Notice inviting solicitations. Except of those solicitations that are required by statute to be advertised in a newspaper, notices inviting solicitations shall be published electronically. A general description of the commodities or services to be purchased, a statement of where the solicitation documents may be obtained, and the date, time and place of receipt is to be provided.
- (2) *Security (bid bonds)*. When the estimated cost of a contract is \$150,000.00 or higher, or when otherwise deemed necessary by the city manager, security in the form of a bid bond issued by a surety company licensed to do business in the state or a cash bond in an amount equal to ten percent of the bid shall be prescribed in the public notices inviting bids. When the city manager

deems it necessary to require a bid bond for bids less than \$150,000.00, the bond shall be in an amount equal to five percent of the bid. A vendor shall forfeit a bid security upon a refusal or failure to execute the contract within 15 calendar days of the notice of award of contract, unless the city is solely responsible for the delay in executing the contract. The city commission may, upon the refusal or failure of the successful vendor to execute the contract, award the contract to the next lowest vendor.

- (3) *Bid opening procedures.* Sealed written bids shall be returned to the city and identified as bids on the envelope, together with other information as may be specified in the invitation to bid. Bids shall be opened in public on the date and at the time and place stated in the public notices as specified by Florida Statute.
- (4) *Rejection of bids.* The city commission may authorize the city manager to:
 - a. Reject all bids; or
 - b. Reject all bids and re-advertise for bids, pursuant to the procedure prescribed in this section.
- (5) *Performance and payment bonds.* A performance bond and a payment bond, or a "contract bond" combining the elements of a performance and a payment bond, issued by a surety company licensed to do business in the state, may be required before entering into a contract, in an amount at least equal to the contract price or such higher amount as may be found reasonably necessary to protect the best interests of the city except, in limited circumstances, such as incremental services contracts or blanket purchase orders, where it has been determined by the department director that the potential liability resulting from the performance or payment under the contract is an amount less than the full contract price. If such bond is required, the form and amount of the bond shall be described in the notice inviting bids. Bonds required hereunder shall be subject to all other provisions of this section and this Code.
- (6) *Security in lieu of performance and payment bonds.* In lieu of the bond required by this section, a contractor may file with the city an alternative form of security in the form of cash, money order, certified check, cashier's check, an irrevocable letter of credit, or security of a type listed in F.S. § 625.301 et seq. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the city as described in subsection (5) of this section shall make the determination of the value of the alternative form of security.
- (7) *Change orders.* Any change in the contract price, scope of work or time for completion of any project following the award of a contract shall be by a written change order, approved by the city manager and executed with the same formalities as the contract. However, the city manager may approve and execute change orders without city commission approval subject to the following limitations:
 - a. The city manager may approve any change orders, which do not exceed \$50,000.00, for up to a maximum of ten percent over the award of the city commission. The scope of any project may not be changed without prior approval of the city commission. No increase in contract price

shall be approved unless there are sufficient funds available for such purpose.

- b. Contract price decreases may be approved without limitation.
 - c. No change order shall materially change the scope of the work unless approved by the city commission.
 - d. In the event the lowest, most responsive and responsible bid for a project exceeds available funds, and the city commission does not make available additional funds, the city manager is authorized, when time or economic considerations preclude re-solicitation of bids, to negotiate an adjustment of the bid price as long as the scope of work is not materially changed with the lowest, most responsive and responsible bidder, in order to bring the bid within the amount of available funds. Final negotiations shall be in written form as approved by the city manager.
- (8) *Demonstration of products.* All departments that engage firms in the demonstration, inspection and/or testing of supplies or services for which no formal solicitation has been advertised, must involve the procurement department in the demonstrations and/or testing. Where there would be an eventual solicitation for the products and/or services which have previously gone through a demonstration and/or inspection, it must be made known at the pre-bid meeting for the particular solicitation released.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-13. - Protests procedures.

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or bid to the director of procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

- (1) *Time for protest.* The submission of a protest about the award of a contract, as a result of an RFP, RFQ or bid, to the director of procurement must be made no later than ten calendar days of approval of notice of award.
- (2) *Form and content of protest.* The protest shall be filed in writing with the director of procurement and shall state the contested information about the RFP, RFQ or bid.

The procurement director will provide a copy of the written protest to the city attorney and other appropriate city staff.

- (3) *Protest filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the director of procurement, the filing fee shall be refunded to the protestor less any costs assessed under subsection (4), costs, below.
- (4) *Costs.* All costs accrued from a protest shall be assumed by the protestor.

- (5) *Authority to resolve protests.* The procurement director shall have the authority, subject to the approval of the city manager and the city attorney, to settle and resolve any written protest within 30 days after receipt of the written protest.
- (6) *Special magistrate.* In the event the protest is not resolved by the procurement director, a hearing shall be scheduled by the city before a special magistrate selected by the city, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the procurement director's findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-14. - Cone of silence.

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than \$50,000.00, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to, the city manager and his/her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
 - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and city commission and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
 - (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and city purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the city manager presents his/her written recommendation to city commission;
 - (4) Emergency procurements;

- (5) Communications with the city attorney;
- (6) Sole source procurements;
- (7) Those purchases that are exempted from competitive requirements in accordance with section 23-8.
- (8) Bid waivers;
- (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
- (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
- (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
- (12) Contract negotiations that occur after an award; and
- (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff, following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The city manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.

(d) *Procedure.*

- (1) *Imposition.* A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
- (2) *Termination; city commission awarding authority.* Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.
- (3) *City manager awarding authority.* Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.

(e)

Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to \$500.00 fine per violation and debarment.

(Ord. No. 2013-03, § 3, 5-5-2013; Ord. No. 2015-02, § 1, 4-15-2015)

ARTICLE II. - DESIGN-BUILD PROCUREMENT METHOD

Sec. 23-15. - Definitions.

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

Consultants' Competitive Negotiation Act means F.S. § 287.055, as periodically amended.

Design-build contract means a single contract with a design-build firm for the design and construction of a public construction project.

Design-build firm means a partnership, corporation, or other legal entity that:

- (1) Is certified under F.S. § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- (2) Is certified under F.S. § 471.023 to practice or to offer to practice engineering; certified under F.S. § 481.219 to practice or to offer to practice architecture; or certified under F.S. § 481.319 to practice or to offer to practice landscape architecture.

Design criteria package means performance oriented drawings or specifications of the public construction project. The design criteria package shall furnish sufficient information to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract. The design criteria package shall specify performance based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layout and conceptual design criteria for the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

Design criteria professional means a firm which holds a current certificate or registration under F.S. ch. 481 to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under F.S. ch. 471 to practice engineering and who is employed by or under contract by the city to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-16. - Use of design-build contracts.

(a) *Competitive proposal selection process.* The competitive proposal selection process involves a three-phase design-build process.

(1) *Design criteria package.*

- a. All design-build projects require a design criteria package.
- b. The design criteria package shall be prepared and sealed by a design criteria professional, employed by or retained by the city.
- c. Should the city elect to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the requirements of sections (4) and (5) of the Consultants' Competitive Negotiation Act.
- d. A design criteria professional who has been selected to prepare the design criteria package shall be ineligible to render services under a design-build contract executed pursuant to the design criteria package.

(2) *Public announcement.* The city shall publicly announce in a uniform and consistent manner, the fact that design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the city manager. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

(3) *Design-build firm selection.*

- a. The qualification and selection of at least three design-build firms shall be made based on qualifications, availability, and past work of the firms, including the partners or members of such firms.
- b. The city manager shall select three firms submitting the best proposals and shall present the proposals to the city commission.
- c. The city commission shall make the final selection of the design-build firm for the public construction project based on qualifications, availability, experience and related factors of the three firms.
- d. The city manager is authorized to develop additional procedures for use of the competitive proposal selection process for design-build contracts by the city.

(b) (1) *Qualifications-based selection process.* The qualifications-based selection (QBS) is a two-phase, simplified procurement process not requiring the creation and submission of a design criteria package.

(2) *Design-build firm selection.*

- a.

If the city uses the qualifications-based selection (QBS) method, the city shall employ or retain a licensed design professional appropriate to the project to serve as its representative.

- b. The QBS method shall include the qualification and selection of at least design-build firms, based on the qualifications, availability, past work of the firms including partners or members of such firms.
- c. The selection of at least three firms shall be made by the city manager and presented to the city commission for final approval of one firm.

- (3) *Public announcement.* The city shall publicly announce in a uniform and consistent manner, the fact that the design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the city. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

(Ord. No. 2013-03, § 3, 5-5-2013)

Sec. 23-17. - Method of project selection and participation.

- (a) Prior to the implementation of each proposed construction project, the city commission may determine which construction method to use based on the nature of the project and the city's needs and capabilities. The city commission may reject both design-build methods contained in this article and instead implement the traditional design-bid-build method of contracting.
- (b) Prior to the implementation of each proposed construction project, the city commission shall also determine whether to use staff or retain an outside design criteria professional.
- (c) All final agreements pursuant to this article shall be subject to the approval of the city commission following recommendations made by the city manager. The city commission reserves the right to reject all proposals.
- (d) In the case of a public emergency presenting certain conditions that might adversely affect the life, safety, health or welfare of the residents of the city, or when city employees, property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address noncompliance with state statutes or other regulatory laws and permits or situations which may cause major financial impact to the city should immediate action not be taken, the city manager is authorized to negotiate with the best design-build firm available at the time, and award a design-build contract. The emergency design-build contract shall be presented to the city commission for ratification at the next scheduled commission meeting.

(Ord. No. 2013-03, § 3, 5-5-2013)

MINUTES OF THE REGULAR MEETING
OF THE HALLANDALE BEACH CITY
COMMISSION, CITY OF HALLANDALE
BEACH, FLORIDA, HELD ON
WEDNESDAY, MAY 15, 2013 AT 6:30
P.M., COMMISSION CHAMBERS, 400 S.
FEDERAL HIGHWAY, HALLANDALE
BEACH, FLORIDA 33009.

1. CALL TO ORDER

Mayor Cooper called the meeting to Order at 6:40 P.M.

2. ROLL CALL

Commissioners Julian, Lazarow and Sanders, Vice Mayor Lewy, Mayor Cooper, City Manager Miller and City Attorney Whitfield – All Present.

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

**A. RECOGNITION OF HALLANDALE BEACH VETERANS FOR THEIR SERVICE IN THE
ARMED FORCES**

The City Commission recognized the following individuals for their service in the Armed Forces:

Jerry Dobak
Joseph DeMarinis
William Farrow
Ronald Libby
Patricia Muelwirth
Rodolph Glass
Robert Selz
Csaba Kulin
Daniel Sullivan
Daniel Rosemond
Christine Lewis
Dwayne Flournoy

Representative Shevrin D. Jones, District 101, thanked the public for their attendance at the Townhall Meeting held on May 9, 2013, and briefed the City Commission and public on the status of various legislative issues. Notably, Representative Jones stated that the City of Hallandale Beach was awarded a grant of \$500,000 for the SW/SE Drainage project.

May 15, 2013

Answering questions posed by Mayor Cooper, Representative Jones provided an update on House Bill 52- Texting while driving; House Bill 444 – Ocean Outfalls and House Bill 1713 – Elections Law. UPDATE CAD# 008/13

B. PROCLAMATION PROCLAIMING MAY 18th - 24th, AS NATIONAL SAFE BOATING WEEK (STAFF: CITY CLERK) (SEE BACKUP)

The City Commission presented the Proclamation to Ron Haley, Vice Commander, U.S. Coast Guard Auxiliary. Commander Haley gave an overview of the statistics of boating fatalities and announced the dates and locations of upcoming boating classes; further, he thanked the City Commission for the proclamation.

The City Commission presented a proclamation to Tohfa Eminova, President of the Azerbaijani-American Cultural Association proclaiming May 28th, 2013 as Azerbaijani National Day. Ms. Eminova shared some of the historical perspectives regarding the celebration of Azerbaijani National Day and thanked the City Commission for the proclamation.

C. PROCLAMATION PROCLAIMING THE CITY OF HALLANDALE BEACH AS A 2013 "PLAYFUL CITY USA" COMMUNITY. (STAFF: DIRECTOR, PARKS AND RECREATION) (SEE BACKUP)

The City Commission presented the proclamation to Cathie Schanz, Director, Department of Parks and Recreation, Ida Smith, Parks and Recreation Supervisor, Robert Williams, Assistant Parks and Recreation Director, Melanie Reneau, Recreation Director, Foster Park, Barbara Southwick, Chair, Parks and Recreation Advisory Board, and Ronald Libby, Howard Garson, Josephine Alongi and Lulu Rosen, all members of the City's Parks and Recreation Advisory Board.

Answering questions posed by Board Chair Southwick, Mayor Cooper provided an update on maintenance plans for the City's parks and the soccer playing fields at the Hallandale Adult Community Center (HACC) noting that she has transmitted a letter to the Broward County School Board requesting they allow the City to take over maintenance of the soccer fields.

At the request of Mayor Cooper, Dr. Linda Kaplan, Crime Prevention Study – 3 Chair & Mission Education Chair, American Cancer Society, gave a PowerPoint presentation urging the public to participate in the Cancer Prevention Study-3 and invited the public to attend the informational session on June 5th, 2013 from 12:00 pm to 4:00 pm at the Aventura Hospital.

The City Commission discussed the importance of the issue and reached the following consensus.

Consensus:

- To direct staff to send a Notify-Me to the City's subscriber list informing the public of the Cancer Prevention Study-3 Initiative and inviting them to attend the informational session on June 5th, 2013 from 12:00 pm to 4:00 pm at the Aventura Hospital Biscayne Medical Arts Bldg., 2110 Biscayne Blvd, Suite 101, Aventura, Florida.

5. PUBLIC PARTICIPATION - (To be heard at 6:45 P.M.)(Speakers must sign-in with the City Clerk prior to the start of the Meeting.)

Angelean C. Glass, 613 NW 2nd Avenue, Hallandale Beach, requested the City honor Mr. Leon

May 15, 2013

H. Clarke, a long-standing resident of the City of Hallandale Beach and First African-American Pilot from the City by renaming NW 3rd Avenue as "Leon Henry Clarke Avenue." Ms. Glass spoke highly of Mr. Clarke and thanked him for his years of community service.

Mayor Cooper suggested the City Commission consider establishing a policy for street naming.

Answering questions posed by Mayor Cooper, City Manager Miller advised that staff will research best practices of surrounding municipalities, evaluate options, and provide recommendations to the City Commission.

MOTION BY COMMISSIONER JULIAN, SECONDED BY COMMISSIONER SANDERS, TO DIRECT STAFF TO RESEARCH BEST PRACTICES AND EVALUATE THE FEASIBILITY OF IMPLEMENTING A POLICY WHICH OUTLINES THE CRITERIA FOR RENAMING CITY STREETS AND INSTALLING PIONEER MARKERS IN HONOR OF CITY RESIDENTS; AND TO DIRECT STAFF TO BRING BACK RECOMMENDATIONS WHEN READY. The Motion carried on a 5/0 Voice vote.

Keith London, 613 Oleander Drive, Hallandale Beach, spoke in support of expediting repairs and maintenance of the playing fields behind the Hallandale Beach Adult Community Center.

Maggie Ivanovski, 437 Golden Isles Drive, Hallandale Beach, spoke in opposition of a recent budget increase approved by the City Commission for Mayor Cooper's Travel Allowance by an additional \$5,000 for a total of \$15,000 for FY12/13. Further, Ms. Ivanovski questioned which accounts the additional funds will be transferred from.

Mayor Cooper provided an overview of the various national and state Boards and Committees in which she participates on behalf of the City.

Answering questions posed by Commissioner Julian, City Manager Miller stated that a budget transfer of this amount will not impact the City's reserve balance and/or the residents.

Sergey Romodin, 947 NE 24th Avenue, Hallandale Beach, spoke in opposition of the City's policy regarding parking of commercial vehicles. He noted that his vehicle is not considered commercial and petitioned the City for reconsideration.

Commissioner Julian and Commissioner Lazarow spoke in support of directing staff to research and evaluate the definition of "Commercial Vehicles," and to bring back the Ordinance for reconsideration.

The City Commission discussed the need for reevaluation of the City's parking Ordinance.

Robert Selz, 717 Layne Blvd., Hallandale Beach, spoke concerning the City's procurement practices related to Request for Proposals (RFP) and contracts. Further, he requested that the City include additional disclosures within vendor packets requiring the principals and/or employees of their firms to disclose relationships with City employees and/or elected officials, or City advisory board members. Additionally, Mr. Selz questioned if any City employees have immediate family who have been awarded a City RFP/contract.

Answering questions posed by the City Commission, City Attorney Whitfield noted that language related to these type of disclosures will be included as part of the City's vendor registration packet.

Jerry Dobak, 622 SW 9th Street, Hallandale Beach, commended the City and staff for the installation of the bus benches.

6. COMMISSIONER COMMUNICATIONS - Items not on the Agenda

A. COMMISSIONER JULIAN

Commissioner Julian invited the public to participate in the 6th Annual Food Drive to benefit the Community schools; and the ongoing Broward County Animal Shelter Food Drive.

B. COMMISSIONER LAZAROW

Commissioner Lazarow had no Communications.

C. COMMISSIONER SANDERS

Commissioner Sanders spoke in support of hiring qualified local residents to fill vacant positions within the City.

D. VICE MAYOR LEWY

Vice Mayor Lewy requested the City Commission adopt a resolution supporting Comprehensive Immigration Reform.

Consensus:

- To direct staff to prepare a resolution in support of Comprehensive Immigration Reform and to place on the June 5th, 2013 City Commission Meeting Agenda.

E. MAYOR COOPER

Mayor Cooper advised that she is unable to attend the Florida Energy Summit on May 22nd - 23rd, 2013, and requested staff attend.

Mayor Cooper announced the Police Athletic League's 5K/10K which will be held on Sunday, May 19th, 2013 and invited the public to participate.

Mayor Cooper briefed the City Commission on a recent legislative update provided by the Florida League of Cities regarding proposed Large User legislation, and requested staff evaluate the proposed changes and their possible impacts on the City. Furthermore, Mayor Cooper requested staff coordinate a presentation by the City's lobbyist on the legislative action.

Answering questions posed by Mayor Cooper, City Manager Miller stated that implementation of a housing authority is not recommended at this time since federal funding is no longer available

Consensus:

- Staff to coordinate presentation by City Lobbyist on results from the 2013 Legislative Session.
- Staff to research and report to the City Commission legislative changes that might affect the Large Users Agreement.

7. CITY ATTORNEY COMMUNICATIONS - Items not on the Agenda

City Attorney Whitfield stated that on May 10th to 11th, 2013 she attended the 36th Local Government Law In Florida Conference hosted by the Florida Bar and stated that the City Attorney's Office is currently reviewing recent legislative changes related to Code Compliance and the activities of the Building Division.

8. CITY MANAGER COMMUNICATIONS - Items not on the Agenda

City Manager Miller advised that Daniel Rosemond, Deputy City Manager/CRA Director, will be the guest speaker at the Chamber of Commerce's Monthly Breakfast on Thursday, May 16th, 2013 at 7:30 A.M.

City Manager Miller provided a status update regarding staff's review of the City's code compliance mitigation program and noted that the Item will be presented for discussion at the next Commission meeting.

City Manager Miller advised that she will be attending the 2013 Annual Conference for the Florida City County Manager's Association (FCCMA) in Orlando, Florida May 22nd - 24th, 2013, and will be participating as a guest speaker on the Public Safety Panel.

9. APPROVAL OF DRAFT MINUTES

A. MAY 1, 2013 CITY COMMISSION MEETING

MOTION BY VICE MAYOR LEWY, SECONDED BY COMMISSIONER SANDERS, TO APPROVE THE DRAFT MINUTES OF THE MAY 1, 2013 CITY COMMISSION MEETING. The Motion carried on a 5/0 Voice vote.

10. CONSENT AGENDA

MOTION BY VICE MAYOR LEWY, SECONDED BY COMMISSIONER LAZAROW, TO APPROVE THE CONSENT AGENDA. The Motion carried on a 5/0 Voice vote.

- A. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A CERTAIN TEN (10) FOOT PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED TO THE CITY OF HALLANDALE BEACH FROM THE SCHOOL BOARD OF BROWARD COUNTY AND TO INCLUDE SAID PARCEL IN THE CITY'S INVENTORY OF REAL PROPERTY AND PROVIDING AN EFFECTIVE DATE. (STAFF: CITY MANAGER) (SEE BACKUP)

- B. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF

May 15, 2013

HALLANDALE BEACH, FLORIDA, SUPPORTING THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS' OCTOBER, 2012 REVISION OF THE COUNTYWIDE MULTI-JURISDICTIONAL ENHANCED LOCAL MITIGATION STRATEGY; PROVIDING FOR AN EFFECTIVE DATE. (STAFF: ACTING DIRECTOR, DEPARTMENT OF PUBLIC WORKS/UTILITIES & ENGINEERING)

11. ORDINANCES ON FIRST READING

NONE

12. ORDINANCES ON SECOND READING/PUBLIC HEARING

- A. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, REPEALING IN ITS ENTIRETY CHAPTER 23, AND CREATING A NEW CHAPTER 20. ENTITLED "PROPERTY" AND A NEW CHAPTER 23, "PROCUREMENT CODE"; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING) (STAFF: DIRECTOR OF GENERAL SERVICES) (SEE BACKUP)

On May 1, 2013, the City Commission approved the Ordinance on First Reading by a Roll Call vote of 5/0.

Mayor Cooper opened the Public Hearing.

Michael Rajner, P.O. Box 2133, Fort Lauderdale, spoke in support of the item and thanked the City Commission for including the requirement for Domestic Partner Benefit programs within the Ordinance.

At the request of Mayor Cooper, City Clerk James noted for the record that emails were received regarding Agenda item #12.A. from the following residents/business owners:

Murvin Wright
Dr. Joseph Amunategui II
Leo Grachow
Andrew Markoff
Carole Pumpian
David Smith

Mayor Cooper closed the Public Hearing.

City Attorney Whitfield noted that House Bill 655 was passed by the legislation and, although unclear, the bill does not seem to preempt the City from adopting Domestic Partner Benefit programs, further she advised the City Commission to move forward with adoption of the ordinance.

City Manager Miller gave an overview of the changes made to the Ordinance since First Reading, noting that staff had reviewed and compared the language in both the City of Oakland Park's ordinance and the Broward County ordinance. Further, City Manager Miller answered questions posed by the City Commission.

May 15, 2013

Vice Mayor Lewy spoke in support of providing equal benefits to all employees, and noted that only one communication was received from the public in opposition of the proposed language.

The City Commission discussed proposed changes to the ordinance regarding thresholds for City of Hallandale Beach contractors to provide the Domestic Partner benefit based on the number of employees and the value of the contract.

MOTION BY VICE MAYOR LEWY, SECONDED BY COMMISSIONER LAZAROW, TO APPROVE SECOND READING OF AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AS AMENDED TO INCLUDE DOMESTIC PARTNERSHIP REQUIREMENTS FOR CONTRACTORS WITH FIVE (5) OR MORE EMPLOYEES CONTRACTING WITH THE CITY, IN AN AMOUNT OF VALUED AT \$50,000 OR MORE; REPEALING IN ITS ENTIRETY CHAPTER 23, AND CREATING A NEW CHAPTER 20. ENTITLED "PROPERTY" AND A NEW CHAPTER 23, "PROCUREMENT CODE"; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Roll Call vote as follows:

AYES: Commissioners Julian, Lazarow and Sanders, Vice Mayor Lewy and Mayor Cooper

NAYS: None

Consensus:

- To direct the City Clerk to transmit a copy of the executed Ordinance creating Chapters 20 and 23 to the surrounding municipalities within Broward County.

13. RESOLUTIONS/PUBLIC HEARING

NONE

14. RESOLUTIONS/CITY BUSINESS

- A. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, SELECTING SIEMENS INDUSTRY, INC. AS THE SUCCESSFUL ENERGY SERVICE COMPANY RESPONDER TO RFP #2012-2013-007; AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR AN INVESTMENT GRADE AUDIT OF THE CITY FACILITIES AND INFRASTRUCTURES; AND PROVIDING AN EFFECTIVE DATE. (STAFF: ACTING DIRECTOR OF PUBLIC WORKS/UTILITIES & ENGINEERING) (SEE BACKUP)

City Manager Miller provided background information regarding the Item. Andrea Lues, Procurement Director, stated that the selected vendor will have ninety (90) days from the date of execution of the contract to provide the Investment Grade Audit.

Answering questions posed by the City Commission, Rafael Perdomo, Engineer I/Green Initiatives Coordinator, provided an overview of the next steps in the process and stated that it is anticipated that the energy savings generated through the improvements will fund the cost of

May 15, 2013

the improvements and/or equipment.

Answering questions posed by Commissioner Sanders, Daniel Rosemond, Deputy City Manager/CRA Director, explained the industry's anticipation that payback be based on the useful life of the product, and that the costs of equipment or improvements will be recovered through energy savings within half of the useful life of the particular product. Additionally, he noted that staff will look at ways to educate residents regarding energy savings measures.

MOTION BY VICE MAYOR LEWY, SECONDED BY COMMISSIONER LAZAROW, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, SELECTING SIEMENS INDUSTRY, INC. AS THE SUCCESSFUL ENERGY SERVICE COMPANY RESPONDER TO RFP #2012-2013-007; AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR AN INVESTMENT GRADE AUDIT OF THE CITY FACILITIES AND INFRASTRUCTURES; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Voice vote.

B. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, ADOPTING THE FIVE (5) YEAR PLAN UPDATE TO THE FLOODPLAIN MANAGEMENT AND HAZARD MITIGATION PLAN; AND PROVIDING AN EFFECTIVE DATE. (STAFF: ACTING DIRECTOR, DEPARTMENT OF PUBLIC WORKS/UTILITIES & ENGINEERING)

City Manager Miller introduced the Item and turned the presentation over to staff. Earl King, Acting Director of Public Works/Utilities & Eng., gave a presentation and answered questions posed by the City Commission.

MOTION BY VICE MAYOR LEWY, SECONDED BY COMMISSIONER LAZAROW, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, ADOPTING THE FIVE (5) YEAR PLAN UPDATE TO THE FLOODPLAIN MANAGEMENT AND HAZARD MITIGATION PLAN; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Voice vote.

C. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, SUPPORTING BROWARD COUNTY CIVIL CITATION PROGRAM FOR FIRST TIME JUVENILE OFFENDERS; AND PROVIDING AN EFFECTIVE DATE. (SPONSORED BY: MAYOR JOY F. COOPER AND COMMISSIONER ANTHONY SANDERS) (STAFF: POLICE CHIEF) (SEE BACKUP)

MOTION BY COMMISSIONER LAZAROW, SECONDED BY COMMISSIONER JULIAN, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, SUPPORTING BROWARD COUNTY CIVIL CITATION PROGRAM FOR FIRST TIME JUVENILE OFFENDERS; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Voice vote.

15. ADJOURN

May 15, 2013

There being no further business before the City Commission, Mayor Cooper adjourned the meeting at 9:08 P.M.

| | |
|------------------------------|-----------------------------|
| RESPECTFULLY SUBMITTED: | Mayor Joy Cooper |
| RECORDING SECRETARY: | Sheena D. James, City Clerk |
| APPROVED BY CITY COMMISSION: | June 5, 2013 |

May 15, 2013



400 South Federal Hwy
Hallandale Beach, FL 33009

City of Hallandale Beach City Commission Agenda Cover Memo

| | | | | | | | |
|---|-------------------------------|-----------|--|-------------------------------|---------------------------------------|--------------------|-----------|
| Meeting Date: | October 19, 2016 | | Item Type: <i>(Enter X in box)</i> | Resolution X | Ordinance | Other | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | | X | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes | No |
| Funding Source: | NA | | Advertising Requirement: <i>(Enter X in box)</i> | Yes | | No | |
| | | | | | | X | |
| Account Balance: | NA | | Quasi Judicial: <i>(Enter X in box)</i> | Yes | | No | |
| | | | | | | X | |
| Project Number : | NA | | RFP/RFQ/Bid Number: | NA | | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | Strategic Plan Priority Area: <i>(Enter X in box)</i> Safety <input type="checkbox"/> Quality <input checked="" type="checkbox"/> Vibrant Appeal <input type="checkbox"/> | | | | |
| | | X | | | | | |
| Sponsor Name: | Daniel Rosemond, City Manager | | Department: City Manager's Office | | Jennifer Frastai, Deputy City Manager | | |

Short Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, IMPLEMENTING CHANGES TO THE COMMUNITY BENEFIT PROGRAM ("CBP"); AND PROVIDING AN EFFECTIVE DATE.

Staff Summary:

BACKGROUND

Since the initiation of the Community Benefit Program (CBP) in 2011, followed by codification in 2013, CBP has matured and changed with the experience of each project. Based on those changes and observations, the attached white paper, presented to the Hallandale Beach Community Redevelopment Agency Board of Directors in January 2016 (Exhibit 3), outlines the City's Community Benefit Program, its origin, the evolution of the program, lessons learned, and suggested changes moving forward.

As set forth in the attached, staff from the Hallandale Opportunity Project (HOP) has been monitoring the implementation of the Community Benefit Program and its impact over the past few projects. Based on implementation and observations, staff is recommending several changes to the administration of the program. They are as follows:

1. Definition of Local Vendor to include tiered percentage dollar value calculation
2. Contractual Language Requirement for Contractor and all subcontractors and penalty provision
3. Definition of Workforce
4. Definition of CBP Calculation

On January 25, 2016, staff provided the HBCRA Board of Directors with a history and update of the Community Benefit Program and suggested several changes to the program. The HBCRA Board reached consensus with the above recommended changes.

On September 21, 2016, this item was presented to the City Commission. The item did not pass as a result of a 2/2 vote. A motion to reconsider the item was passed on October 5, 2016. This item is being brought to the City Commission for reconsideration to implement changes to the Community Benefit Program.

CURRENT SITUATION

Following the presentation in January, it was brought to the City's attention that the penalty proposed would increase the bonding requirement of a project and therefore result in the financing of a project being impracticable. As a result, Staff is recommending the penalty provision previously proposed not be included in the changes.

In addition, there has been some resistance from Developers to require contractual language in their subcontractor agreements; however, staff recommends contractual language be a requirement in such applicable agreement and bidding process. Requiring contractual language beyond the Developer and Contractor to the subcontractors, will create participation beyond the Contractor.

The following are the recommended changes set forth in the attached resolution:

1. Definition of Local Vendor to include tiered percentage dollar value calculation

As provided in the City's Code of Ordinances, in order to be considered a local vendor must fall into one of the three tier categories:

- Tier 1: Homestead Resident and Hallandale Beach Business Tax Receipt greater than 1 year
- Tier 2: Hallandale Beach Business Tax Receipt greater than 1 year
- Tier 3: Homestead Resident and a Business Tax Receipt greater than 1 year

As discussed in January, the intent of the tiered system is to provide a greater benefit to Tier 1 (those individuals who both live and work in the City, followed by those businesses who are located in the City, followed by individuals who reside in the City). The change seeks to address that disparity. Therefore, the following tiered percentage calculation will be utilized in calculating the CBP commitment for vendor utilization:

Tier 1: 100% dollar value

Tier 2: 75% dollar value

Tier 3: 50% dollar value

It should be noted that the percent calculation will only apply to City projects, not for private development.

2. Contractual Language Requirement for Contractor and all subcontractors

Contracts which meet the threshold of projects of \$1 Million or more, shall require the General Contractor, Developer, and/or Construction Manager to include the following, same or similar language, in the bidding process and subsequent agreement to retain subcontractors for the project:

[Insert Contractor name] requires that all subcontractors commit to supporting the City of Hallandale Beach Community Benefit Program. Subcontractors will be required to commit TBD% of their total contract value to hiring local Hallandale Beach vendors and residents. A list of local vendors and residents that your firm intends to hire MUST be submitted with your company's bid documents by completing Exhibit XX.

The following information MUST be included in Exhibit XX and submitted with the bid package:

- *Local Vendors: company name, address, phone, contact, copy of business tax license, scope of work and value.*
- *Local Residents: resident name, address, phone, copy of driver's license, scope of work, pay rate, projected hours assigned to project.*
- *Acknowledgment: an authorized company official must sign and have notarized Exhibit XX to acknowledge that you understand and commit to the requirements of the described Community Benefit Plan.*

3. Definition of Workforce

The following is how local workforce shall be defined in order to satisfy the committed local workforce utilization.

Local Workforce shall be defined as any worker that is directly working on the project, either during construction or in operations after construction, who resides within the City as a renter or homesteaded property owner. Those classified as local workforce shall be provided with not only work directly on the project, but also provided the opportunity to generate a tangible sustainable impact after the project is complete. This may include, but not be limited to, participation in an apprentice program, mentorship program, training, long term employments beyond the term of the project, etc.

4. Definition of CBP Calculation

Where a contract has a total CBP percent commitment, the calculation of the CBP commitment shall be the overall percentage (%) of the contract cost (or otherwise defined in the agreement, for example: direct construction cost).

As an example, if a Contractor A committed to 25% CBP in their request for proposal submission. The contractor's CBP commitment in the contract includes:

- Local vendor/subcontractor utilization
- Local workforce utilization
- Other

Therefore, when determining if the contractor met their 25% CBP, as committed in the RFP, that percent calculation would be the total financial sum of the components above.

A Guide to the Community Benefit Program

To provide a user friendly, comprehensive guidebook, staff has prepared the attached “Guide to the Hallandale Beach Community Benefit Program.” The purpose of the guide is to outline the program, how it is implemented, enforced, and monitored. The Guide incorporates the above changes to the program. Its intent is to provide an easy to understand comprehensive guide to answer any questions regarding the Community Benefit Program.

FISCAL IMPACT

None.

WHY ACTION IS NECESSARY

The changes to the implementation of the Community Benefit Program is policy of the City Commission; therefore, Commission action is necessary to amend the policy implementing the Community Benefit Program.

Proposed Action:

Staff recommends the approval of the attached Resolution which sets forth changes to the implementation of the Community Benefit Program (CBP) which include, definition of local vendor to include tiered percentage dollar value calculation, contractual language requirement for contractor and all subcontractors, defines workforce, and provides a definition of how to calculate a CBP commitment.

Attachment(s):

Exhibit 1 – Resolution

Exhibit 2 – Community Benefit Program White Paper (January 25, 2016)

Exhibit 3 – A Guide to the Hallandale Beach Community Benefit Program

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specifically for city projects, 2) contractual language requirements for contractors and subcontractors 3) definition of workforce and 4) the definition of CBP calculation; and

WHEREAS, the Mayor and City Commission believe that changes suggested by the City Administration is in the best interest of the residents of the City of Hallandale Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. Definitions

(a) Local Workforce Local Workforce shall be defined as any worker that is directly working on the project, either during construction or in operations after construction, who resides within the City as a renter or homesteaded property owner. Those classified as local workforce shall be provided with not only work directly on the project, but also provided the opportunity to generate a tangible sustainable impact after the project is complete. This may include, but not be limited to, participation in an apprentice program, mentorship program, training, long term employments beyond the term of the project, etc.

(b) CBP Calculation. The calculation of the CBP commitment shall be the overall percentage (%) of the contractual cost or otherwise defined in the agreement. The contractor's CBP commitment in the contract includes local vendor/subcontractor utilization and local workforce utilization. The overall percentage (%) calculation would be the total financial sum of the above components.

SECTION 2. Tiered Local Vendor Commitment for a Community Benefit Plan to include tiered percentage dollar value calculation for City projects.

(a) The intent of the Local Vendor tiered system is to provide a greater benefit to Tier 1 vendors for City projects (Tier 1 vendors are individuals who both live and work in the city, followed by those businesses who are located in the City, followed by individuals who reside in the City). Therefore, the following tiered percentage calculation will be utilized in calculating the CBP commitment for vendor utilization in City projects:

Tier 1: 100% dollar value

Tier 2: 75% dollar value

Tier 3: 50% dollar value

(b) The tiered percentage calculation shall only be utilized for calculating CBP commitment to vendor utilization for the City's Capital Improvement projects.

SECTION 3. Contractual Language Requirement for Contractor and all subcontractors.

(a) Contracts which meet the threshold of projects of \$1 Million or more, shall require the General Contractor, Developer, and/or Construction Manager to include the following, same or similar language, in the bidding process and subsequent agreement to retain subcontractors for the project:

[Insert Contractor name] requires that all subcontractors commit to supporting the City of Hallandale Beach Community Benefit Program. Subcontractors will be required to commit TBD% of their total contract value to hiring local Hallandale Beach vendors and residents. A list of local vendors and residents that your firm intends to hire MUST be submitted with your company's bid documents by completing Exhibit XX.

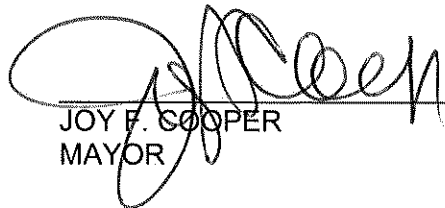
The following information MUST be included in Exhibit XX and submitted with the bid package:

- Local Vendors: company name, address, phone, contact, copy of business tax license, scope of work and value.*
- Local Residents: resident name, address, phone, copy of driver's license, scope of work, pay rate, projected hours assigned to project.*

- *Acknowledgment: an authorized company official must sign and have notarized Exhibit XX to acknowledge that you understand and commit to the requirements of the described Community Benefit Plan.*

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this 19th day of October, 2016.


JOY F. COOPER
MAYOR

SPONSORED BY: CITY ADMINISTRATION

ATTEST:


MARIO BATAILLE, CMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
FORM


V. LYNN WHITFIELD
CITY ATTORNEY

COMMUNITY BENEFIT PROGRAM

The following white paper outlines the City's Community Benefit Program, its origin, the evolution of the program, lessons learned, and suggested changes moving forward. The objective of the Community Benefit Program is to create a tangible sustainable community impact after the project is complete by capitalizing on the significant upswing in development in the City.

HOW THE COMMUNITY BENEFIT PROGRAM BEGAN

The City of Hallandale Beach began the implementation of a Community Benefit Program (CBP) in 2011 with the Foster Park Community Center Project. That project was used as a pilot to assess the effectiveness of such a program. The analysis of the project concluded that CBP was feasible in a City of our size. The Foster Park Community Center also provided great experience on ways to modify the program for future projects.¹

On May 15, 2013, the City codified the Community Benefit Program under Section 23-3 of the City's Code of Ordinance by setting forth the definition of what a Community Benefit Plan is:

Sec. 23-3. - Definitions.

* * *

Community benefit plan means a plan that may be required for capital construction projects if it meets the feasibility threshold as established by policy. When a solicitation requires it proposers must demonstrate and provide a proposed community benefit plan which has identifiable and observable community benefits for the community surrounding the project and the city. The benefits should include the approach for ensuring that both prime and subcontractors utilize local residents in every phase of the project of the city, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. The city manager may only waive this requirement if the highly technical nature of the work makes the community benefit component unfeasible.

¹ It should be noted that pursuant to state statute section 255.0991, the state has preempted any local laws that give preference to a local contractor in circumstances involving a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds. The bill does not prohibit the application of a local preference in a competitive solicitation for construction services in which less than 50 percent of the cost will be paid from state-appropriated funds.

* * *

During the adoption of the ordinance, the City Commission established the feasibility threshold to determine when a Community Benefit Plan is required for certain projects and when it is optional. The threshold established requires the inclusion of a CBP for all Capital Improvement Projects over \$1 Million. CBPs are encouraged for all non-Capital Projects, as well as Capital Improvements Projects less than \$1 Million. As required under the ordinance, the policy implementing the Community Benefit Program (CBP) has been adopted within the Procurement Departments Standard Operating Procedure (attached Exhibit 2).

Currently the program operates as follows:

Within all Request for Proposals, the City requires all responses to include a percentage commitment toward CBP benefits. The CBP commitment must be an overall percentage (%) of the project cost (contract cost). This percent commitment creates a fair and equitable objective evaluation of the proposed CBP in the evaluation process. The points assessed by the percent commitment is calculated as follows:

Request for Proposals

CBP is required when the solicitation is \$1 Million or greater:

100%-50% = 25 points
49%-20% = 20 points
19%-5% = 15 points
4%-0% = 0 points

CBP receives bonus points when solicitation is less than \$ 1 Million:

100%-50% = 15 points
49%-20% = 10 points
19%-5% = 2.5 points
4%-0% = 0 points

The following provides an example of how the above is applied:

The City releases a RFP for a project whose **contract value** is estimated to be over \$1 Million. Contractor A submits a response proposal and meets the minimum qualifications set forth in the RFP. Within Contactor A's proposal, that firm commits to ensuring that

their Community Benefit Plan will equate to at least 25% of the Project Cost. Contractor A will receive 20 points under that evaluation criterion (since CBP commitment is between 49% and 20%). Each member of the evaluation committee will award 20 points for Contractor A under the Community Benefit Plan evaluation criteria.

The same calculation applies for project under \$1 Million; however, in a project with an estimated contract value less than \$1 Million, Contractor A would receive 10 points (since CBP commitment is between 49% and 20%). Those points are awarded as bonus points above the 100 possible points.

Invitation to Bid

Unlike a RFP where the proposals are evaluated and receive points based on rating criteria, an Invitation to Bid (ITB) requires the City award the bid to the lowest responsive responsible bidder. As a result, under the recent Fire Station Invitation to Bid (estimated contract value is over \$1 Million), the City Commission established the Community Benefit Plan as a **minimum qualification** to be eligible for the consideration of the low bid response. The percentage established on that bid was a minimum of 20% CBP commitment. Therefore, the submitting proposals were required to commit to a minimum of a 20% CBP in order to be eligible for consideration of the bid.

LESSONS LEARNED

LBE not SBE: The past several projects have morphed from focusing on Small Business Enterprise to Local Business Enterprise. Through the codification and clear definition of what is considered “Local”, this has led to clarification of the City’s intent of the CBP; however, staff continues to work with and reinforce the City’s intention of the program to firms submitting proposals. The clarification of LBE is relevant because SBE businesses can be located anywhere. Since the objective of CBP is to create tangible sustainable community impact after the project is complete, utilization of local business will ensure city dollars spent on city projects are reinvested in the City.

Definition of Local Vendor: The Code of Ordinances defines local in two ways: (1) Homesteaded in the City and/or (2) Business Tax Receipt in the City for a year or greater. Although there is no recommendation to change the definition of local, the below changes suggest modifying the method in which the value of CBP is calculated. It should be noted that the program does not give preference to awarding bids to a local business. Rather, award to a local vendor requires the local vendors to be the lowest responsive responsible bidder.

Monitoring of the CBP: To ensure compliance with the CBP, enforcement and monitoring mechanisms must be incorporated into the program. Prior to the creation of the Hallandale Opportunity Project (HOP) there was no formal mechanism in place for the monitoring of the CBP. Since the hiring of the HOP Administrator, Contractors and Developers, are in direct communication with the HOP Administrator in regards to their reporting, monitoring and needs of the projects related to CBP. This has been instrumental in ensuring CBPs are tracked and monitoring the program overall.

Contractual Penalties & Participation beyond the General Contractor: Contractually, the General Contractor or Developer, is required to meet their CBP commitment. However, the Contractor and/or Developer cannot meet the commitment without the entire projects involvement. Therefore, it is the Contractor and/or Developer who needs to require all the subcontractors working on the project to participate. This is a change in culture from traditional construction practices which allow for self-performing much of the work or established relationships with multiple subcontractors who bid on the project. Requiring contractual language beyond the Developer and Contractor to the subcontractors, will create participation beyond the Contractor.

Economies of Scale: Economies of scale occur when increased output leads to lower average costs. Therefore, firms with relatively low output will find it difficult to compete because their average costs will be higher than the incumbent firms benefiting from economies of scale. Many of the smaller, local firms, do not have the buying or bonding threshold of larger non-local firms. As a result, the smaller local businesses are often higher in their bid response due to economies of scale.

SUGESSETED CHANGES

HOP staff has been monitoring the implementation of the Community Benefit Plan and its impact over the past few projects. Based on implementation and observations, staff is recommending several changes to the administration of the program. They are as follows:

1. Definition of Local Vendor to include tiered percentage dollar value calculation
2. Contractual Language Requirement for Contractor and all subcontractors and penalty provision
3. Definition of Local Workforce
4. Definition of CBP Calculation

In addition, staff would like to direction on incentivizing a prevailing wage for City construction contracts and Development Agreements.

1. DEFINITION OF LOCAL VENDOR TO INCLUDE TIERED PERCENTAGE CALCULATION

Currently, the percent CBP commitment is calculated based on the actual and/or in-kind dollars spent toward the project. For example, for the O.B. Johnson Park project, the contractor has committed to provide the following:

- 50% Local Vendor Utilization (local subcontractors and vendors)
- 33% Local Workforce (Hallandale Beach resident working on the project)

As provided in the Code of Ordinance, in order to be considered local a subcontractor/vendor must fall into one of the three tier categories:

- Tier 1: Homestead Resident and Hallandale Beach Business Tax Receipt greater than 1 year
- Tier 2: Hallandale Beach Business Tax Receipt greater than 1 year
- Tier 3: Homestead Resident

It is staff's understanding that the Commission's intention at the adoption of the ordinance was to provide those who meet Tier 1 criteria the greatest advantage to be afforded the opportunity to receive business through the CBP. However, as being applied, all three tiers receive the same equal benefit toward the Contractor's CBP percent requirement. Table 1 below provides an example of the current calculation using of CBP:

Table 1: Current CBP Local Vendor Calculation

| | Tier 1 | Tier 2 | Tier 3 | Non-Tier |
|---|---------------|-----------------|---------------|-----------------|
| General Condition (GC) | | \$ 3,206,135.40 | | |
| General Contractor | | \$ 535,521.80 | | |
| Electric | | | | \$ 246,580.00 |
| Earthwork | | | | \$ 432,982.75 |
| Demolition | | \$ 1,853,224.45 | | |
| Landscape | | | | \$ 311,761.86 |
| Fencing | | | | \$ 73,485.00 |
| Low Voltage | | | \$ 321,300.84 | \$ 343,699.16 |
| Field House | | \$ 278,971.00 | | |
| Paving | | | | \$ 17,264.00 |
| Striping | | | | \$ 7,896.50 |
| Concrete | | | | \$ 233,112.50 |
| Vertical Construction | \$ 60,000.00 | | | \$ 4,839,238.00 |
| CBP | \$ 400,000.00 | | | |
| Total | \$ 460,000.00 | \$ 5,873,852.65 | \$ 321,300.84 | \$ 6,506,019.77 |
| Total all Tiers \$ 13,161,173.26 | | | | |
| | | | | |
| | | | Total CBP | \$ 6,655,153.49 |
| | | | CBP % | 50.57% |

In the above case study, you will note that 3.54% is being dedicated to a contractor who meets the Tier 1 Local Vendor designation versus 44.63% for Tier 2 Local Vendor designation and 2.4% for Tier 3 which weakens the intent of the tiered system. The intent of the tiered system was to provide a greater benefit to Tier 1 (those individuals who both live and work in the city, followed by those businesses who are located in the City, followed by individuals who reside in the City). The recommended changes seek to address that disparity.

The above current calculation does not provide any benefit to those who are both homesteaded and own a business within the City. Therefore, the proposed change creates a tiered dollar value calculation as follows:

- Tier 1: 100% dollar value
- Tier 2: 75% dollar value
- Tier 3: 50% dollar value

Utilizing the same scenario in Table 1 above, Table 2 provides the calculation based on the tiered % deduction:

Table 2: Tiered CBP Percent Calculation

| OB Johnson Park Project | | | | | | | |
|----------------------------------|---------------|-----------------|---------------|-----------------|------------------------|-------------------|------------------|
| Local Vendor Participation | | | | | | | |
| Non-Tiered CBP | | | | | Tiered CBP (100/75/50) | | |
| | Tier 1 | Tier 2 | Tier 3 | Non-Tier | \$ amt of % | % allocation | Tier |
| General Condition (GC) | | \$ 3,206,135.40 | | | \$ 2,404,601.55 | 75% | Tier 2 |
| General Contractor | | \$ 535,521.80 | | | \$ 401,641.35 | 75% | Tier 2 |
| Electric | | | | \$ 246,580.00 | \$ - | 0% | Non Local |
| Earthwork | | | | \$ 432,982.75 | \$ - | 0% | Non Local |
| Demolition | | \$ 1,853,224.45 | | | \$ 1,389,918.34 | 75% | Tier 2 |
| Landscape | | | | \$ 311,761.86 | \$ - | 0% | Non Local |
| Fencing | | | | \$ 73,485.00 | \$ - | 0% | Non Local |
| Low Voltage | | | \$ 321,300.84 | \$ 343,699.16 | \$ 160,650.42 | 50% | Tier 3 *Partial |
| Field House | | \$ 278,971.00 | | | \$ 139,485.50 | 75% | Tier 2 |
| Paving | | | | \$ 17,264.00 | \$ - | 0% | NonLocal |
| Striping | | | | \$ 7,896.50 | \$ - | 0% | Non Local |
| Concrete | | | | \$ 233,112.50 | \$ - | 0% | Non Local |
| Vertical Construction | \$ 60,000.00 | | | \$ 4,839,238.00 | \$ 60,000.00 | 100% | Tier 1 * Partial |
| CBP | \$ 400,000.00 | | | | \$ 400,000.00 | 100% | Tier 1 |
| Total | \$ 460,000.00 | \$ 5,873,852.65 | \$ 321,300.84 | \$ 6,506,019.77 | \$ - | 0% | |
| Total all Tiers \$ 13,161,173.26 | | | | | \$ 4,956,297.16 | | |
| | | | Total CBP | \$ 6,655,153.49 | | Total CBP Tiered | \$ 4,956,297.16 |
| | | | CBP % | 50.57% | | CBP % of Contract | 37.66% |

Without the tiered calculation, there is no benefit to being both a homesteaded resident and a business owner in the city. Therefore, the above change is recommended for projects in which local vendors will be utilized. This change is more true to the intent of the ordinance and provides a weighted benefit in line with the established tiers.

2. CONTRACTUAL LANGUAGE REQUIREMENT FOR CONTRACTOR AND ALL SUBCONTRACTORS

Illustration A:

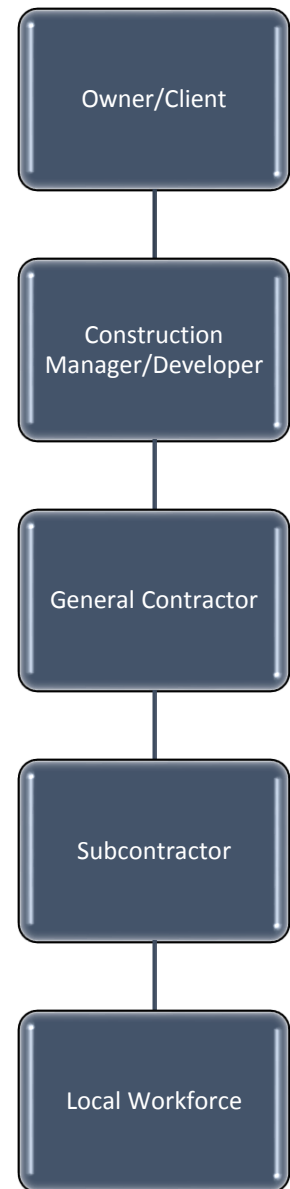
There are several organizational tiers involved in construction projects. The City contractually requires the contracting entity, whether the Developer or Construction Manager, to provide a CBP commitment. However, it is rare nor the intention of the program to fulfill the entire CBP commitment through that one contracting entity. Therefore, all the tiers (see Illustration A) must participate in the commitment for success of the project and to achieve the CBP's overall goal to create a "sustainable tangible impact to the Community after the project is complete."

The definition of CBP with the Code of Ordinance includes the language which reinforces this concept of not only the participation of the contractor but the subcontractor as well:

The benefits should include the approach for ensuring that both prime and subcontractors utilize local residents in every phase of the project of the city, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community.

As a result, staff is recommending to include the following language in those contracts with the City which will in turn require the same language in any contract entered into by the Construction Manager and/or Developer:

[Insert Contractor name] requires that all subcontractors commit to supporting the City of Hallandale Beach Community Benefit Program. Subcontractors will be required to commit TBD% of their total contract value to hiring local Hallandale Beach vendors and residents. A list of local vendors and residents that your firm intends to hire MUST be submitted with your company's bid documents by completing Exhibit XX.



The following information MUST be included in Exhibit XX and submitted with the bid package:

- *Local Vendors: company name, address, phone, contact, copy of business tax license, scope of work and value.*
- *Local Residents: resident name, address, phone, copy of driver's license, scope of work, pay rate, projected hours assigned to project.*
- *Acknowledgment: an authorized company official must sign and have notarized Exhibit XX to acknowledge that you understand and commit to the requirements of the described Community Benefit Plan.*

Penalties for City Contracts: Staff is working with the City Attorney's Office to draft language to place in City contracts which will require the contractor to forfeit a percentage of the remaining retainage equivalent to the percent/value of CBP not achieved. For example, if Contractor A's contract requires 25% (the equivalent of \$2 Million) be dedicated to CBP. Upon substantial completion of the project, Contractor A has only calculated \$1.8 Million of the \$2 Million, the difference would be deducted from the retainage amount owed to Contractor A. However, this methodology only applies to construction contracts in which there exists a retainage. Staff is working with the city Attorney's Office to draft language to be places in contracts with no retainage.

Penalties for Developer Agreements: Developer Agreements (DA) contain language which requires a certain percent commitment CBP (DA is approved during the major development approval process). In addition, the following changes to Das are suggested as it relates to CBP:

Prior to Issuance of Building Permit: Within the most recent Development Agreements, language exists requiring the Developer to submit a CBP prior to the issuance of the Building Permit. The CBP should outline how the Developer will plans on meeting their CBP commitment. The building permit will not be issued until such time as the CBP is approved by the City Manager.

Penalty for not achieving CBP commitment: Current negotiated language provides for a contribution to the HOP in the event of the failure to meet the CBP commitment. In the event that the Developer has not met its CBP commitment,

then the Developer shall pay to the City or CRA a portion of the City's cost of the HOP Program in an amount equal to (x) the difference, expressed as a percentage, between the twenty five percent (25%) and the actual local workforce hiring percentage achieved by the Developer, multiplied by (y) the City's estimated total cost of the HOP Program in the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00). By way of example, if the Developer only achieves a local hiring percentage of twenty percent (20%), then the Developer shall pay the CRA five percent (5 [25 minus 20]%) of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), or Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00).

However, this provision provides the Developer with a nominal penalty in comparison to the actual dollar value of CBP required. Therefore, staff is proposing that the Developer be required to pay that percentage of the equivalent to the percent/value of CBP not achieved (the same calculation as the penalty in City contracts proposed above). Developer would have the option to request a waiver of this penalty by demonstrating that they made their best efforts to identify qualified City of Hallandale Beach contractors or businesses that are licensed, meet the terms and conditions required by any contractor, subcontractor, materialman or laborer and can be bonded and provide pricing that is competitive to bids received. Developer would submit the request to the City Manager with appeal to the City Commission. Funds received through this process would be deposited into the HOP to be used toward job trainings.

Failure to fulfill the above or seek a waiver may result in the non-issuance of the project's Temporary Certificate of Occupancy.

3. DEFINITION OF LOCAL WORKFORCE

Currently CBP commitment in construction agreements is comprised of local vendor/subcontractor utilization and local workforce utilization. The difference between the two is vendors/subcontractors need to fall within the definition of local as defined in the Code of Ordinances. Local Workforce is currently defined in practice as the "boots on the ground" at the site on a daily basis. Local in workforce is additionally defined as a resident of the City. Resident in this capacity means a renter or homesteaded property owner.

The following is how local workforce shall be defined in order to satisfy the committed local workforce utilization.

Local Workforce shall be defined as any worker that is directly working on the project, either during construction or in operations after construction, who resides within the City as a renter or homesteaded property owner. Those classified as local workforce shall be provided with not only work directly on the project, but also provided the opportunity to generate a tangible sustainable impact after the project is complete. This may include, but not be limited to, participation in an apprentice program, mentorship program, training, long term employments beyond the term of the project, etc.

4. DEFINITION OF CBP CALCULATION

The CBP commitment is an overall percentage (%) of the project cost. The total percent CBP commitment with the RFP is contractually placed within the approved contract. The calculation of that percent commitment has not been defined and it's being calculated on a project by project basis. Using the example of Table 1 above. The contractor committed to 50% CBP in their request for proposal submission. The contractor's CBP commitment in the contract is as follows:

- 50% local vendor/subcontractor utilization
- 33% local workforce utilization
- Other

Therefore, when determining if the contractor met their 50% CBP, as committed in the RFP, that percent calculation would be the financial sum of the components above.

PREVAILING WAGE

In this highly mobile industry, where paychecks depend on the weather and workers are employed only for the length of a construction contract, industry and community have developed tools designed to ensure safety and quality of work and to induce positive economic impacts from major construction projects. One such tool is prevailing wage on public construction projects.

Beginning in 1931 the federal government has required a prevailing wage in federal contracts to protect communities and workers from the economic disruption caused by competition arising from non-local contractors coming into an area and obtaining federal construction contracts by underbidding local wage levels. Today, this requirement, known as the Davis-Bacon Act, applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction related public works projects. Through Davis-Bacon, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

Staff is recommending the Commission provide direction on the inclusion of a prevailing wage requirement in public and private construction projects. **It is important to note that although it is difficult to capture the fiscal impact of the prevailing wage requirement, studies have shown an increase in the costs of construction projects with such requirement.**

One methodology to implementing prevailing wage in such projects would be to incentivize it as bonus points in the RFP process for public construction and offering Developer Incentives in private construction projects. An example of such an incentive would be to offer the City's concierge service at no extra charge to Developers in exchange for requiring a prevailing wage on their project.

SUMMARY CONCLUSION

Based on the above, the following summarizes the recommended changes to the Community Benefit Program:

1. Modify the percent calculation for the local vendor/subcontractor calculation to include a tiered percentage dollar value calculation
2. Include contractual language between the City and Developers or Construction Managers, language requiring identical language in all subcontracts related to the project
3. Set a specific definition of Local Workforce and the intention of the utilization of local workforce.
4. Clearly define how to calculate the percent commitment of CBP.
5. Provide direction on Prevailing Wage for local workforce in public and private construction projects who are employed directly on the site of work.

A Guide to the City of Hallandale Beach

Community Benefit Program

October 2016

Table of Contents

| | |
|---|----|
| PURPOSE | 3 |
| HOW THE COMMUNITY BENEFIT PROGRAM BEGAN | 3 |
| OBJECTIVE | 3 |
| DEFINITIONS | 4 |
| STEP 1: WHEN IS COMMUNITY BENEFIT PLAN REQUIRED? | 6 |
| CITY PROJECTS | 6 |
| CITY ISSUED FORMAL SOLICITATIONS | 6 |
| HOW IS THE CBP RATED IN A CITY FORMAL SOLICITATION? | 8 |
| INVITATION TO BID | 10 |
| STATE AND FEDERAL FUNDED PROJECTS | 10 |
| DEVELOPMENT AGREEMENT – MAJOR DEVELOPMENT PROJECTS | 11 |
| STEP 2: IMPLEMENTATION OF A COMMUNITY BENEFIT PLAN (CBP) | 12 |
| CITY CONTRACTS | 12 |
| DEVELOPMENT AGREEMENTS | 12 |
| CALCULATION OF A COMMUNITY BENEFIT PLAN PERCENT COMMITMENT | 12 |
| LOCAL VENDORS | 13 |
| LOCAL WORKFORCE | 14 |
| OTHER COMMUNITY BENEFIT PLAN ACTIVITIES | 15 |
| CONTRACTUAL LANGUAGE REQUIREMENT FOR CONTRACTOR AND ALL SUBCONTRACTORS | 17 |
| STEP 3: OVERSIGHT OF THE COMMUNITY BENEFIT PROGRAM | 19 |
| HALLANDALE OPPORTUNITY PROGRAM (HOP) | 19 |
| REPORTING | 20 |
| MONITORING | 20 |
| NON-COMPLIANCE | 20 |
| EXHIBIT A - COMMUNITY BENEFIT PLAN TEMPLATE | 22 |

PURPOSE

The purpose of this guide is to outline the City's Community Benefit Program, its origin, implementation, monitoring, reporting, and its evolution. The objective of the Community Benefit Program is to create a tangible sustainable community impact after a project is complete by capitalizing on the significant upswing in development in the City.

HOW THE COMMUNITY BENEFIT PROGRAM BEGAN

The City of Hallandale Beach began the implementation of a Community Benefit Program (CBP) in 2011 with the Foster Park Community Center Project. That project was used as a pilot project to assess the effectiveness of such a program. The analysis of the project concluded that CBP was feasible in a City of our size. The Foster Park Community Center also provided great experience on ways to modify the program for future projects.

OBJECTIVE

The objective of the Community Benefit Program is to create a tangible sustainable community impact after a project is complete by capitalizing on the significant upswing in development in the City. The program seeks to accomplish the objective by demonstrating the following:

1. **Hallandale Beach Tax Dollars at work.** So that residents and local businesses can see that their tax dollars are not only going to build big buildings, but that their tax dollars are being directed to provide a tangible benefit to local stakeholders.
2. **Supports Economic Development.** By creatively involving residents and local businesses CBP becomes the vehicle to foster and support economic development within the City.
3. **Community Involvement & Ownership is formed.** Knowing that you or your family took part in building that new park or that new hotel creates a sense of ownership, and hopefully a sense of responsibility to see its success and preservation.

Overall, the major benefit of CBP is that it improves the quality of life for the City of Hallandale Beach residents, businesses, and entire Community.

DEFINITIONS

Community Benefit Plan: Community benefit plan means a plan that may be required for capital construction projects if it meets the feasibility threshold as established by policy. When a solicitation requires it, proposers must demonstrate and provide a proposed community benefit plan which has identifiable and observable community benefits for the project and the city. The benefits should include the approach for ensuring that both prime and subcontractors utilize local residents in every phase of the project of the city, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. The city manager may only waive this requirement if the highly technical nature of the work makes the community benefit component unfeasible.¹

Feasibility Threshold. A Community Benefit Plan is required for inclusion within City issued formal solicitations of City Capital Improvement Projects over \$1 Million, unless otherwise preempted pursuant to State Statute Section 255.0991. CBPs are encouraged for all City non-Capital Projects, as well as Capital Improvements Projects less than \$1 Million, in which a formal solicitation is issued. The City Manager may only waive this requirement if the highly technical nature of the work makes the community benefit component unfeasible.

Hallandale Opportunity Project (HOP): is a Workforce Development Initiative for the City of Hallandale Beach which has oversight of the City's Community Benefit Program and manages projects and programs that support residents, prepare for careers, and strengthen the workforce for employers.

Local City Vendor: Local vendor as defined by the City's Code of Ordinances Section 23-3 is as follows:

Tier 1: A tier 1 "local city vendor" shall mean a resident which has a valid homestead from the county property appraiser's in the city's limits and the resident owns a business within the city limits with a valid business tax license issued by the city that authorizes the business to do business in the city and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the city at least one year prior to the bid or proposal due date. The business must have a physical address located within the city limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation. Proof of the homestead must be submitted with the response to the solicitation. The homestead shall have been issued by the county at least one year prior to the bid or proposal due date.

¹ The definition of Community Benefit Plan is codified in City Code of Ordinance Section 23-3.

Tier 2: A tier 2 "local city vendor" shall mean a business within the city limits that has a valid business tax license issued by the city that authorizes the business to do business in the city and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the city at least one year prior to the bid or proposal due date. The business must have a physical address located within the city limits. Post office boxes shall not be utilized for the purpose of establishing said physical address.

Tier 3: A tier 3 "local city vendor" shall mean a resident which has a valid homestead from the county property appraiser's in the city's limits at least one year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation. Additionally, the resident owns a business outside of the city limits. The valid business tax license shall have been issued at least one year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address.

Local Workforce: Local Workforce shall be defined as any worker that is directly working on the project, either during construction or in operations after construction, who resides within the City as a renter or homesteaded property owner. Those classified as local workforce shall be provided with not only work directly on the project, but also provided the opportunity to generate a tangible sustainable impact after the project is complete. This may include, but not be limited to, participation in an apprentice program, mentorship program, training, long term employments beyond the term of the project, etc.²

² Definition of Local Workforce adopted via City Resolution 2016-___

STEP 1: WHEN IS COMMUNITY BENEFIT PLAN REQUIRED?

CITY PROJECTS

During the adoption of the Section 23-3 of the City's Code of Ordinances, the City Commission established the feasibility threshold to determine when a Community Benefit Plan is required for certain City projects and when it is optional. The threshold established requires the inclusion of a CBP for all City funded Capital Improvement Projects over \$1 Million. CBPs are encouraged for all non-Capital Projects, as well as Capital Improvements Projects less than \$1 Million. As required under the ordinance, the policy implementing the Community Benefit Program (CBP) has been adopted within the Procurement Departments Standard Operating Procedure.

CITY ISSUED FORMAL SOLICITATIONS

Within all Request for Proposals, the City requires all responses to include a percentage commitment toward CBP benefits. The CBP commitment must be an overall percentage (%) of the project cost (contract cost). This percent commitment creates a fair and equitable objective evaluation of the proposed CBP in the evaluation process. The points assessed by the percent commitment is calculated during the solicitation process.

For projects over a certain monetary threshold (supplies and services, and construction of public buildings, where the estimated cost is greater than \$50,000.00; and consultants and professional services where the estimated cost is greater than \$25,000) the City will issue a formal solicitations via Request for Proposal/Qualification or an Invitation to Bid. The solicitation will set forth whether a CBP is required or encouraged.

Upon release of the solicitation the City's Procurement Department will advertise the solicitation via a public notice, which will include a general description of the supplies or services being solicited, state where documents may be obtained, and bond information. The notice shall be published in a newspaper of general circulation if required by Florida Statute and/or funding requirements, the City's web page and the City's e-procurement site, Demandstar.com. Vendors can register on the City's Vendor Self-Service system to receive an email notification for the release of solicitations.

Vendor Self-Service: <http://hallandalebeachfl.gov/index.aspx?nid=180>

The solicitation will set forth the deadline to submit a response. The formal solicitation process is as follows:

- Proposals will be submitted sealed to the Office of the City Clerk and identified with the solicitation information on the envelope.
- Corrections or withdrawal of proposals before the submittal deadline may be permitted if mistakes discovered before the submittal deadline may be modified by the proposer and received in the City Clerk's office prior to the time of proposal submittal deadline.
- No proposals will be accepted after the hour and date specified in the solicitation document.
- All solicitations require the scheduling of a pre-proposal public meeting. These pre-proposal meetings are held to explain the project, timeline, and terms and conditions to prospective proposers. The bid/proposal meetings is normally held between 7-10 business days from date of release of solicitation.
- After the pre-proposal conference, any information that may cause revisions to the scope of services will require the release of an addendum. Addendums are released as soon as possible after the pre-proposal meeting.
- After receipt of proposals the Procurement Department conducts reference checks. The reference check requests consist of e-mails sent to the references provided by the solicitor. The references are due within 5 business days after the City's request.
- The packages containing the proposals received are sent to the evaluation committee within 3-5 business days from receipt of proposals. This time frame allows the Procurement Department to review proposals for Local Vendor Preference.
- The evaluation committee may take between 2 to 6 weeks to evaluate proposals received in response to an RFP. This process timeline includes any meetings that are held with the evaluation committee, oral presentations, clarifications, etc.
- Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth in the solicitation. An Evaluation Committee may select no fewer than three (3) of the highest ranked proposers for oral interviews/presentations.
- Through the bid process, once proposals are received, a tabulation of all price proposals received will be provided to the Project Manager and Department Director. This will include the reference check information.

Through the RFP process, once the rating sheets are finalized and the firms are ranked accordingly, the project manager will prepare an agenda item for City Commission award of the RFP.

How is the CBP rated in a City Formal Solicitation?

Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth within the RFP/RFQ. The following Table 1 provides an example of a rating criteria for a Construction Project whose estimated cost will be over \$1 Million.

Table 1: Proposal Evaluations over \$1 Million

| NUMBER | CRITERIA LISTED | MAXIMUM POTENTIAL POINTS |
|--------|---|--------------------------|
| 1. | Firm's Qualifications and Experience | 20 |
| 2. | Project Team's/Staff's Experience/Qualifications | 10 |
| 3. | Past Performance (References) | 10 |
| 4. | Proposer's Approach to the Project | 15 |
| 5. | Financial Resources | 10 |
| 6. | Local City of Hallandale Beach Vendor Preference* | (2.5-10) |
| 7. | Community Benefit Plan | 25 |
| | TOTAL POINTS | 100 |

*depending on tier level of the Local City of Hallandale Beach Vendor Preference the points may be 2.5, 5 or 10.

Rating the CBP:

The evaluation committee appointed to review proposals will grant the assigned points stated below and in the evaluation criteria grid of the RFP/RFQ to those firms that best meets the CBP for each project.

The firm's response/proposal must: (1) clearly stipulate the CBP percent (%) commitment/pledge for the project, **AND** (2) it must provide details as to how that percent (%) commitment will be achieved. Based on the firm's detailed explanation of how the CPB will be accomplished is how the Evaluation Committee will evaluate and score the points in addition to the percentage (%) pledged.

For projects in which a CBP is required (Contracts over \$1 Million) points will be assessed pursuant to the following guidelines:

| Total Project Work to be Pledged to CBP | Points Awarded |
|---|----------------|
| 100%- 50% | 25 |
| 49% - 20% | 20 |
| 19% - 5% | 15 |
| 4%-0% | 0 |

For projects in which a CBP is encouraged bonus points may be provided. The following Table 2 provides an example of a rating criteria for a project whose estimated cost will be less than \$1 Million.

Table 2: Proposal Evaluations Under \$1 Million

| NUMBER | CRITERIA LISTED | MAXIMUM POTENTIAL POINTS |
|--------------|---|--------------------------|
| 1. | Firm's Qualifications and Experience | 30 |
| 2. | Project Team's/Staff's Experience/ Qualifications | 15 |
| 3. | Past Performance (References) | 10 |
| 4. | Proposer's Approach to the Project | 25 |
| 5. | Financial Resources | 10 |
| 6. | Local City of Hallandale Beach Vendor Preference | (2.5-10) |
| | TOTAL POINTS | 100 |
| BONUS | Community Benefit Plan | 15 |

For projects in which a CBP is encouraged (Contracts under \$1 Million) **bonus** points may be assessed pursuant to the following guidelines:

| Total Project Work to be Pledged to CBP | Points Awarded |
|---|----------------|
| 100%- 50% | 15 |
| 49% - 20% | 10 |
| 19% - 5% | 2.5 |
| 4%-0% | 0 |

Example of how the above is applied:

The City releases a RFP for a project whose **contract value** is estimated to be over \$1 Million. Contractor A submits a response proposal and meets the minimum qualifications set forth in the RFP. Within Contractor A's proposal, that firm commits to ensuring that their Community Benefit Plan will equate to at least 25% of the Project Cost. Contractor A will receive 20 points under that evaluation criteria, due to the fact that the CBP commitment is between 49% and 20%. Each member of the evaluation committee will award 20 points for Contractor A under the Community Benefit Plan evaluation criteria.

The same calculation applies for project under \$1 Million; however, in a project with an estimated contract value less than \$1 Million, Contractor A would receive 10 points, due to the fact that CBP commitment is between 49% and 20%. Those points are awarded as bonus points above the 100 possible points.

After Oral Presentations, the Evaluation Committee may award higher or lower points than the one stated above based on the firm's detailed explanation of how the CPB will be accomplished. For example, Contractor A above pledged a 25% CBP commitment. During oral presentations, Contractor A could not provide a detailed explanation of how Contractor plans on achieving that commitment. As a result, the Evaluation Committee may award less points for the evaluation criteria. Conversely, if Contractor A provides an extremely thorough and detailed plan on how they will achieve the 25% commitment, the Evaluation Committee may award more than the 20 points provided for above. However, the Evaluation Committee shall not award greater than the maximum points provided for under that specific evaluation criteria.

Firms must clearly stipulate the CBP percent commitment/pledge for the project within their response proposal. Failure to clearly stipulate the percentage will result in 0 points.

Invitation to Bid

Unlike a RFP where the proposals are evaluated and receive points based on rating criteria, an Invitation to Bid (ITB) requires the City award the bid to the lowest responsive responsible bidder. As a result, as a **minimum qualification** for all eligible low bid projects, a minimum of a 20% CBP commitment is required in order to be eligible for consideration of the bid.

State and Federal Funded Projects

Pursuant to State Statute Section 255.0991, the state has preempted any local laws that give preference to a local contractor in circumstances involving a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds. The bill does not

prohibit the application of a local preference in a competitive solicitation for construction services in which less than 50 percent of the cost will be paid from state-appropriated funds.

DEVELOPMENT AGREEMENT – MAJOR DEVELOPMENT PROJECTS

Pursuant to the City of Hallandale Beach Zoning and Land Development Code, the City and Developers enter into Development Agreements (DA) for major development projects. The DA provides the terms and conditions for the major development. Within each DA, the City negotiates with the Developer to include a CBP commitment identifying goals and measurements of the goals to be achieved with the project. Those goals may include a percent commitment for utilization of local vendors and local workforce during the construction of the project, and if applicable, local workforce for the permanent placement once the project is completed.

STEP 2: IMPLEMENTATION OF A COMMUNITY BENEFIT PLAN (CBP)

City contracts and Development Agreements that have a Community Benefit Plan shall be monitored by the Hallandale Opportunity Project. The Hallandale Opportunity Project (HOP) serves as the Workforce Development Initiative for the City of Hallandale Beach. HOP has oversight of the City's Community Benefit Program and manages projects and programs that support residents to prepare for careers and strengthen the workforce for employers. It administers workforce development funds and coordinates providers of job training and education programs to meet the needs of residents and employers.

CITY CONTRACTS

Contracts - Community Benefit Plan: City contracts in which a Community Benefit Plan is included as part of the solicitation process shall be included as part of the contract with the City. The CBP shall set forth the percent commitment and deliverables as to how the Firm will achieve their percent commitment for CBP.

DEVELOPMENT AGREEMENTS

Development Agreements – Community Benefit Plan: After negotiating the terms and/or executing the Development Agreement (DA), a meeting is scheduled between the Developer and the Hallandale Opportunity Project Administrator to review the DA terms. From this meeting, the City's CBP template (attached as Exhibit A) will be reviewed and any related questions from the Developer will be discussed to ensure the intentions of the DA and the integrity of the program are kept.

Developer utilizes the City's template (Exhibit A) as a guide to establish their Community Benefit Plan, i.e. the specific deliverables or plan, on how the Developer will meet their commitment set forth in the DA. The Developer will work with the HOP Administrator to finalize the plan. Once finalized, the HOP Administrator will present to the City Manager for approval.

CALCULATION OF A COMMUNITY BENEFIT PLAN PERCENT COMMITMENT

Where a contract has a Community Benefit Plan percent commitment, the calculation of the Community Benefit Plan commitment shall be the overall percentage (%) of the contract cost, or as otherwise may be defined in the agreement, i.e. direct construction cost.

For example, Contractor A committed to 25% CBP in their request for proposal submission. The contractor's CBP commitment in the contract includes:

- Local vendor/subcontractor utilization

- Local workforce utilization
- Other

Therefore, when determining if the contractor met their 25% CBP, as committed in the RFP, that percent calculation would be the total financial sum of the components above. Contractor or developer shall be required to submit reports on a monthly or quarterly basis, as set forth in the agreement, verifying the information and providing updates on the status of the CBP implementation and progress.

LOCAL VENDORS

Applying the Local Vendor Tiers: The intent of the Local Vendor tiered system is to provide a greater benefit to Tier 1 vendors (those individuals who both live and work in the city, followed by those businesses who are located in the City, followed by individuals who reside in the City). Therefore, the following tiered percentage calculation will be utilized in calculating the CBP commitment for vendor utilization, for City contracts/projects only. This tiered system does not apply to Development Agreements.

Tier 1: 100% dollar value

Tier 2: 75% dollar value

Tier 3: 50% dollar value

The following Table 3 provides an example of how to calculate Local Vendor participation based on the above tiered percent calculation is as follows:


Table 3: Tiered Local Vendor Calculation

| Local Vendor Participation | | | | | | | |
|----------------------------|------------------|-----------------|---------------|-----------------|------------------------|--------------|----------------------------------|
| Non-Tiered CBP | | | | | Tiered CBP (100/75/50) | | |
| | Tier 1 | Tier 2 | Tier 3 | Non-Tier | \$ amt of % | % allocation | Tier |
| General Condition (GC) | | \$ 3,206,135.40 | | | \$ 2,404,601.55 | 75% | Tier 2 |
| General Contractor | | \$ 535,521.80 | | | \$ 401,641.35 | 75% | Tier 2 |
| Electric | | | | \$ 246,580.00 | \$ - | 0% | Non Local |
| Earthwork | | | | \$ 432,982.75 | \$ - | 0% | Non Local |
| Demolition | | \$ 1,853,224.45 | | | \$ 1,389,918.34 | 75% | Tier 2 |
| Landscape | | | | \$ 311,761.86 | \$ - | 0% | Non Local |
| Fencing | | | | \$ 73,485.00 | \$ - | 0% | Non Local |
| Low Voltage | | | \$ 321,300.84 | \$ 343,699.16 | \$ 160,650.42 | 50% | Tier 3 *Partial |
| Field House | | \$ 278,971.00 | | | \$ 139,485.50 | 75% | Tier 2 |
| Paving | | | | \$ 17,264.00 | \$ - | 0% | NonLocal |
| Striping | | | | \$ 7,896.50 | \$ - | 0% | Non Local |
| Concrete | | | | \$ 233,112.50 | \$ - | 0% | Non Local |
| Vertical Construction | \$ 60,000.00 | | | \$ 4,839,238.00 | \$ 60,000.00 | 100% | Tier 1 * Partial |
| Total | \$ 60,000.00 | \$ 5,873,852.65 | \$ 321,300.84 | \$ 6,506,019.77 | \$ - | 0% | |
| Total all Tiers | \$ 12,761,173.26 | | | | \$ 4,556,297.16 | | |
| | | | | | | | |
| | | | | Total CBP | \$ 6,255,153.49 | | Total CBP Tiered \$ 4,556,297.16 |
| | | | | CBP % | 47.53% | | CBP % of Contract 35.70% |

With the example above, the above CBP percentage for Local City Vendor utilization would be 35.7%.

CBPs which include a local vendor component shall be required to submit a report identifying the projects workforce utilization. The following Table 4 is an example of a Local Vendor utilization form.

Table 4: Vendor Utilization Form


| VENDOR Utilization Form | | | | | | | | |
|---|-----------------------|-------------|---------------------|--------------------|--------------------------|-------------------------|---------------------|---------------------|
| Prime/Developer | ABC Developer, Inc. | | | Report Month/Year | July-16 | | | |
| Project | HB Crystal Tower | | | Project Start Date | June-16 | | | |
| Total Project Costs | 1,000,000.00 | | | CBP Goal | 10% | | | |
|  | | | | | | | | |
| UTILIZATION DATA | | | | | | | | |
| Local Type (Tier-I, II, III) | Business Name | Description | Contract Start Date | Contract End Date | ORIGINAL Contract Amount | REVISED Contract Amount | Amount Paid To-Date | Percentage Utilized |
| Tier-I | Sample Plumbing, Inc. | Plumbing | 4/1/2016 | 9/30/2016 | 30,000.00 | n/a | 15,000.00 | 50% |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total Local Contracts | | | | | 30,000.00 | 0.00 | | 50% |
| Total Local Paid | | | | | | | \$15,000.00 | |
| Current CBP Progress | | | | | | | 1.5% | |
| CERTIFICATION | | | | | | | | |
| <i>The undersigned parties signing below attests that all of the above data is true and correct and hereby authorize verification of the above information via financial records, subcontractor agreements, payroll records, human resources records and other documentation. The undersigned understands that any willful misstatements or misrepresentation may result in immediate termination of contract and/or prosecution under applicable federal/State/Local laws.</i> | | | | | | | | |
| REPRESENTATIVE - | ABC Developer, Inc. | | | DATE | | | | |

LOCAL WORKFORCE

The intent of the CBP is to create a sustainable tangible impact to the Community after the project is complete. Local Workforce is any worker that is directly working on the project, either during construction or in operation after construction, who resides within the City as a renter or homesteaded property owner. Those classified as local workforce shall be provided with not only work directly on the project, but also provided the opportunity to generate a tangible sustainable impact after the project is complete. This may include, but not be limited to, participation in an apprentice program, mentorship program, training, long term employments beyond the term of the project, etc.

CBPs which include a local workforce component shall be required to submit a report identifying the projects workforce utilization. The following Table 5 is an example of a workforce utilization report.

Table 5: Workforce Utilization Report


| WORKFORCE Utilization Form | | | | | |  Hallandale Opportunity Project Connecting People. Impacting Business. | | | |
|--|----------------------|----------------------|----------------|--------------|--------------------|---|-------------------------------|----------------------|---------------------------|
| Prime/Developer | ABC Developer, Inc. | | | | Report Month/Year | July-16 | | | |
| Project | HB Crystal Tower | | | | Project Start Date | June-16 | | | |
| Total Project Workforce | 200 | | | | CBP Goal | 30 | 15% | | |
| UTILIZATION DATA | | | | | | | | | |
| Resident Name | Address | Job Classification | Job Start Date | Job End Date | Rate of Pay | HOURS WORKED this Period | ACTUAL WAGES PAID this Period | HOURS WORKED To-Date | ACTUAL WAGES PAID To-Date |
| John Brown | 123 NW Foster Road | Skilled Laborer | 6/1/2016 | | 14.50 | 160.0 | 2,320.00 | 320.0 | 4,640.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Averages | | | | | \$14.50 | 160.00 | 2,320.00 | 320.00 | 4,640.00 |
| TOTAL Project Workforce | # of LOCAL Workforce | Current CBP Progress | Totals | | 14.50 | 160.00 | 2,320.00 | 320.00 | 4,640.00 |
| 200 | 20 | 10% | | | | | | | |
| CERTIFICATION | | | | | | | | | |
| The undersigned parties signing below attests that all of the above data is true and correct and hereby authorize verification of the above information via financial records, subcontractor agreements, payroll records, human resources records and other documentation. The undersigned understands that any willful misstatements or misrepresentation may result in immediate termination of contract and/or prosecution under applicable federal/State/Local laws. | | | | | | | | | |
| REPRESENTATIVE - ABC Developer, Inc. | | | | | DATE | | | | |

OTHER COMMUNITY BENEFIT PLAN ACTIVITIES

In addition to local workforce and local vendor utilization, proposers may provide a proposed “Other CBP activities” which has identifiable and observable community benefits to the City of Hallandale Beach such as community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community.

CBPs which include other CBP activities shall be required to submit a report identifying such activities and their fiscal impact. The following Table 6 is an example of Other CBP Activities report.

Table 6: Other CBP Activities Report

| Other CBP Activities Form | | | | | | | | | |
|--|------------------|---------------------|--------------|----------------------|-----------|--------------------|--|---------|--|
| Prime/Developer | | ABC Developer, Inc. | | | | Report Month/Year | | July-16 | |
| Project | | HB Crystal Tower | | | | Project Start Date | | June-16 | |
| Total Project Costs | | 1,000,000.00 | | | | | | | |
|  <p>Hallandale Opportunity Project Connecting People. Impacting Business.</p> | | | | | | | | | |
| UTILIZATION DATA | | | | | | | | | |
| CBP Activity | Goal | Per Costs | Total Costs | Completed (Y / N) | Narrative | | | | |
| Summer Interns | 3 Summer Interns | 3,500.00 | 10,500.00 | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | TOTAL | 10,500.00 | | | | | |
| | | | | | | | | | |
| CERTIFICATION | | | | | | | | | |
| <p>The undersigned parties signing below attests that all of the above data is true and correct and hereby authorize verification of the above information via financial records, subcontractor agreements, payroll records, human resources records and other documentation. The undersigned understands that any willful misstatements or misrepresentation may result in immediate termination of contract and/or</p> | | | | | | | | | |
| <div> <div>REPRESENTATIVE -</div> <div>ABC Developer, Inc.</div> <div>DATE</div> </div> | | | | | | | | | |

CONTRACTUAL LANGUAGE REQUIREMENT FOR CONTRACTOR AND ALL SUBCONTRACTORS

There are several organizational tiers involved in construction projects. The City contractually requires the contracting entity, whether the Developer or Construction Manager, to provide a CBP commitment. However, it is rare nor the intention of the program to fulfill the entire CBP commitment through that one contracting entity. Therefore, all the tiers (see Illustration A) must participate in the commitment for success of the project and to achieve the CBP's overall goal to create a "sustainable tangible impact to the Community after the project is complete."

The definition of CBP with the Code of Ordinance includes the language which reinforces this concept of not only the participation of the contractor but the subcontractor as well:

The benefits should include the approach for ensuring that both prime and subcontractors utilize local residents in every phase of the project of the city, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community.

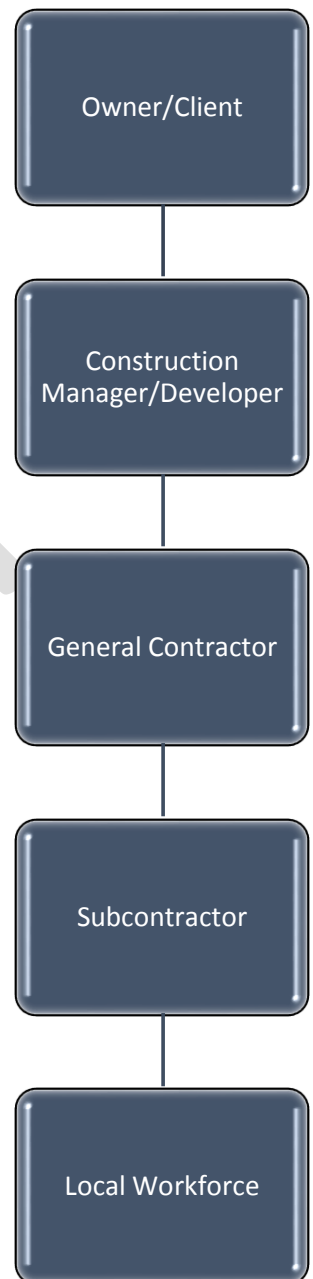
As a result, the following language (or similar language to be negotiated) the following language shall be included in all subcontractor agreement between the Construction Manager and subcontractors:

[Insert Contractor name] requires that all subcontractors commit to supporting the City of Hallandale Beach Community Benefit Program. Subcontractors will be required to commit TBD% of their total contract value to hiring local Hallandale Beach vendors and residents. A list of local vendors and residents that your firm intends to hire MUST be submitted with your company's bid documents by completing Exhibit XX.

The following information MUST be included in Exhibit XX and submitted with the bid package:

- *Local Vendors: company name, address, phone, contact, copy of business tax license, scope of work and value.*

Illustration A:



- *Local Residents: resident name, address, phone, copy of driver's license, scope of work, pay rate, projected hours assigned to project.*
- *Acknowledgment: an authorized company official must sign and have notarized Exhibit XX to acknowledge that you understand and commit to the requirements of the described Community Benefit Plan.*

DRAFT

STEP 3: OVERSIGHT OF THE COMMUNITY BENEFIT PROGRAM

HALLANDALE OPPORTUNITY PROGRAM (HOP)

The Hallandale Opportunity Project (HOP) is the City's vehicle to oversee CBP and provide a single point of contact for all CBP-related matters. Under the HOP umbrella, you have the following:



- **HOP Administrator** – provides oversight to HOP staff and providers to ensure objectives and the City's needs are met.
- **HOP Analyst** – provides data collection, analysis and reporting; in addition to assisting residents and businesses with receiving HOP services
- **HOP Provider(s)** – provides the necessary and specific HOP services, per City contract, which may include: job skills training, job placement and/or business development.



REPORTING

Reporting is one of the mechanisms for accountability, as it relates to CBP. Depending on the frequency stated in the Development Agreement or City Contract, the reporting on CBP matters may be either quarterly or monthly. This allows HOP staff to track the progress towards meeting commitments and provide any necessary technical support. HOP has three (3) CBP Reporting Forms that each serve a specific purpose:

- a. Vendor Utilization Form
- b. Workforce Utilization Form
- c. Other CBP Activities Form

A quarterly CBP Report will be provided to the City Commission.

MONITORING

Monitoring of CBP is conducted periodically and categorically for quality control and to ensure that all aspects of the overall project were working cohesively and effectively. Monitoring is conducted by both, HOP staff and third party independent agency.

The monitoring component would involve review of documents, records and correspondence that relates to local vendor and workforce utilization, job/skills training, and other CBP activities. The monitoring of CBP outcomes will serve as support for funding to the responsible party.

NON-COMPLIANCE

City Contracts: Non-compliance on the CBP commitment is considered a failure to fulfill the requirements within the contract with the City and therefore may be a breach of contract. Said failure may result in being listed as a deficient vendor, thereby prohibiting the vendor from providing quotes or responses to formal solicitations to the City for a period of one (1) year from the project's completion.

Penalties for Development Agreements: Development Agreements (DA) contain language which requires a certain percent commitment CBP (DA is approved during the major development approval process). In addition, a Developer's Community Benefit Plan must be approved by the City Manager prior to issuance of the Building Permit. The building permit will not be issued until such time as the CBP is approved by the City Manager.

Failure to meet their CBP commitment as set forth in the DA, may result in:

- Developer payment of funds to cover the costs of job skills training for residents.
- Developer payment of funds to cover a percentage of the Hallandale Opportunity Project (HOP) annual budget.
- If required, a dispute resolution meeting to give parties an ability to come together and work out solutions, thereby avoiding litigation.

DRAFT

Exhibit A - Community Benefit Plan Template

COMMUNITY BENEFIT PLAN – PROJECT NAME

REV. xx/xx/xxxx

I. Project Overview

A summary description of project.

1. Subject to change, based on costs released with building permits:

- a. Total Construction Costs:
- b. Total Direct Hard Construction Costs:
- c. Total Construction Workforce:

II. Goals

- 1. **Local Workforce** = ____ (#) of initial construction jobs, including general laborers & specialized trades.
- 2. **Local Vendors** = _____ (\$) of direct hard construction costs.

III. CBP Contacts and Partners

| Contact | Name, Title | Phone | Emails |
|--------------------|-------------|-------|--------|
| Developer | | | |
| General Contractor | | | |

IV. PRE-CONSTRUCTION

1. Strategies for Local Workforce Goal

- a. Collaboration with HOP Initiative - The Developer will collaborate with the City's HOP initiative to identify residents that can transition into the labor force on the Project. Including the opportunity to augment the HOP initiative with construction related training to help prepare residents for specific jobs during the construction phase.

- i. Developer will provide an updated construction timeline to HOP Administrator within 30-days after building permit issuance, to include bidding schedule and broken down by trade/discipline.
 - ii. DEVELOPER shall identify the number of qualified employees needed to provide a sufficient pool of qualified resident candidates for Project by xx/xx/xxxx.
 - iii. Within 30-days after building permit issuance, Developer's GC and subcontractors will provide a list of the various jobs and their qualifications that will need to be filled during the construction of the Project and will reach out to a local labor staffing firms first who are working with local residents when needing to hire for those positions.
- b. Job Fair – Developer will coordinate with the HOP to host, sponsor and manager a job fair for local residents. The Developer's GC and subcontractors anticipated to work on the Project must be invited. Developer will cover the costs associated with the job fair.
- c. Local Workforce & GC/Subcontractor Matchmaking – During the preconstruction phase and throughout Project as the need arises, an initiative will focus on facilitating a match between GC/subcontractors on the Project and viable labor candidates from the community. The Developer team will support this effort by participating in the on-going HOP database referrals and hosted job fairs and will require all Project subcontractors to participate. Subcontractors shall subsequently have pre-scheduled one-on-one interviews with qualified candidates that match the skills needed for the subcontractor's scope of work.

2. Training

- a. The GC will also make available on-the-job internships for those student residents the HOP administrator refers and GC deems as meeting qualifications of the training opportunity. GC to provide qualifications of OJT/internships within 30 days after building permit issuance.
- b. Per Development Agreement, Developer agrees to fund the \$x,xxx training expense for each position remaining to be filled to meet the % workforce goal.
- c. After 12-months of construction, Developer shall meet with HOP Administrator to determine if there was a sufficient or insufficient pool of

qualified local workforce. Payment of **2-b** (above) to be provided to City within 30 days of HOP Administrator certifying an insufficient pool of qualified resident candidates.

V. Strategies for Local Vendor Goal

1. Recruitment

- a. Local vendors shall include both goods and services that make up the Project's *"direct hard construction costs"*, **per executed Developer Agreement**.
- b. Developer shall use commercially reasonable efforts to contract with companies identified on a list provided to Developer by the City in collaboration with the Chamber of Commerce that are owned by City residents or located within the City for goods and services, where such companies are qualified and competitive, in order to promote job growth in the City.
- c. *"Commercially reasonable effort"*, for the purposes of evaluating this CBP, shall be defined per City guidance.
- d. Accountability and Contract Language - all trade subcontractors that bid and are awarded contracts on the Project will be required to commit to best efforts to hire a specified percentage of local residents.
 - i. Developer will impose accountability measures by adding specific language in the bid documents as well as subcontract agreements that clearly states goals for local hire participations.
 - ii. Subcontractors who are price competitive and demonstrate in their bid submissions they are in fact hiring local residents or using local vendors will be looked upon favorably and the GC will give those subcontractors preference in the bid selection process.
 - iii. Subcontractors that are not willing to support this initiative in good faith will not be considered.
 - iv. If awarded the contract, the successful vendor will be required to submit monthly reports specifying the status of local hiring along with their pay applications.
 - v. Developer will require all of its GC's subcontractors to use their best efforts to ensure that a pre-set percentage of their workforce on the Project includes Hallandale Beach and vendors.

b. Sample language in Contracts or Bid Documents

Developer will require that all subcontractors commit to supporting the City of Hallandale Beach Community Benefit Program. Subcontractors will be required to commit to best efforts to hiring local Hallandale Beach vendors and residents who are properly qualified and price competitive. A list of local vendors and residents that subcontractor firm intends to hire MUST be submitted with its company's bid documents by completing Exhibit XX.

The following information MUST be included in Exhibit XX and submitted with the bid proposals:

- i. Local Vendors: company name, address, phone, contact, copy of business tax license, scope of work and value.*
 - ii. Local Residents: resident name, address, phone, copy of driver's license, scope of work, pay rate, projected hours assigned to Project.*
 - iii. Acknowledgment: an authorized company official must sign and have notarized Exhibit XX to acknowledge that you understand and commit to the requirements of the described Community Benefit Plan.*
- e. Bid Analysis Meeting** - After bids have been received an analysis of the competitive only trade bids will be performed. The goal is to ensure that bids are complete, inclusive of scope and to identify any discrepancies amongst bidders.
- i.** Results of the analysis will be captured in a bid leveling worksheet for a side-by-side comparison of bidders.
 - ii.** A review meeting with individual bidding firms will ensue to confirm scope coverage and address any deficiencies.
- f. Local Vendor to GC/Subcontractor Matchmaking** – During the preconstruction phase and throughout Project as the need arises, an initiative will focus on facilitating a match between the GC/subcontractors on the Project and viable labor candidates from the community. The Developer team will support this effort by sourcing the updated HOP database referrals and HOP/Chamber of Commerce hosted local vendor fairs and will require the Project's GC and subcontractors to participate. GC/Subcontractors shall subsequently have pre-scheduled one-on-one interviews with qualified local vendors that match the capacity needed for any available scope of work.

- g. Vendor Fairs - The Hallandale Opportunity Project (HOP) and Chamber of Commerce will host and manage a vendor fair in **month/year** and invite local businesses to attend and meet with Developer, its General Contractor (GC) and subcontractors anticipated to work on the Project.

- i. Developer will pay its fair share of the costs for participating in the HOP and Chamber of Commerce hosted Job Fair event as determined by the HOP Administrator.
- ii. The Developer team will participate and support the HOP, Chamber of Commerce, and local community organizations to identify vendors that are interested in working on the Project.

2. Capacity Building

- a. Subcontractor Coaching, Internships, and Mentoring – Developer will require its GC to implement a training program during the construction phase focusing on local vendors and residents working on the Project.
 - i. Through ongoing communication with firms and residents, Developer's GC will identify class topics that can be readily applied to their current Projects and further help build capacity.
 - ii. Classes are generally held in a lunch and learn format on the Project site to lessen impact to their daily operations.
 - iii. This forum specifically provides opportunity to discuss "what is working/what is not working" related to their effort on the Project.
 - iv. There will be no cost to the participants for this program as it will be implemented during the term of Project.

4. CBP Reporting & Monitoring

- a. A key deliverable during the construction phase will be the on-going monitoring of local vendors and labor on the job site. Developer will have a process in place with its general contractor of tracking and validating participation including requiring subcontractors to submit CBP quarterly reports to HOP Administrator. Our goal is to ensure accountability and transparency as we deliver measurable results.

- d. The first reporting qualifier shall begin after the issuance if the first building permit for the principal building and conclude three months (3) after the issuance of the certificate of occupancy.
- a. Reporting may include certified payroll information only if available through the selected and agreed upon 3rd Party Labor Staffing Firm, that includes: name and address of each employee; job classification, start date, end date, rate of pay; daily and weekly number of hours worked; deductions made; and actual wages paid, hourly wage, and average hours per week.
- b. Reporting shall include Local Vendor Name, Local Tier (I, II, III), start date, end date, total contract(s) value, payments, % of contract utilized.
- c. CBP Reporting Forms to be provided by the HOP Administrator.
- d. The City has contracted 3rd Party Monitoring Firm who will conduct quarterly reviews of CBP activities and reporting/updates submitted to the City.

VI. City Will Provide

1. Local Workforce

- a. Promote job opportunities on City Social Media, Departments & partners.
- b. Provide HOP staff to assist with coordinating job fairs.
- c. Provide Developer with a list of HOP participants who are residents of Hallandale Beach.

2. Local Vendors

- a. Provide Developer list of local vendors within Hallandale Beach w/business tax receipts.
- b. Promote vendor opportunities on City Social Media, Departments & partners.
- c. Provide HOP staff to assist with coordinating vendor fairs.



City of Hallandale Beach
City Commission
400 S. Federal Highway
Hallandale Beach, FL 33009
www.cohb.org

Mayor Joy F. Cooper
Vice Mayor William Julian
Commissioner Michele Lazarow
Commissioner Keith S. London
Commissioner Anthony A. Sanders

City Manager Daniel A. Rosemond
City Attorney V. Lynn Whitfield
City Clerk Mario Bataille, CMC

Meeting Minutes

Wednesday, October 19, 2016

5:00 PM

Commission Chambers

1. CALL TO ORDER

Mayor Cooper called the meeting to order at 5:20PM.

2. ROLL CALL

Present: 5 - Mayor Cooper, Vice Mayor Julian, Commissioner Lazarow, Commissioner London and Commissioner Sanders

Commissioner Sanders arrived at 5:28 PM.

City Manager Rosemond and City Attorney Whitfield were also present.

3. PLEDGE OF ALLEGIANCE

4. PUBLIC PARTICIPATION (Speakers must sign-in with the City Clerk prior to the start of the meeting)

Tara Weatherall, 305 SW 7th Court, Hallandale Beach, FL, shared concerns regarding the closure of the pool at Peter Bluesten Park and its effects on the swimming program. Additionally, she questioned if there will be a fee increase as a result from the City's partnership with The Y (formerly known as the YMCA) increase user fees.

City Manager Rosemond provided an overview on the City's partnership with The Y and indicated staff will work with the team and swim coach to find other alternatives to continue the program and keep the swim team together.

Joy Adam, 1125 NE 4th Street, Hallandale Beach, FL, spoke on the civility of the City Commission during public meetings.

5. PRESENTATIONS

A. A PENNY AT WORK BALLOT INITIATIVE PRESENTATION. (STAFF: CITY MANAGER)

Mayor Cooper introduced the Item.

City Manager Rosemond, joined by Paul Calvaresi of the Broward MPO and Scott Brunner of Broward County Traffic Engineering, provided an educational presentation on the Penny At Work Ballot Initiative and answered questions posed by the City Commission.

Commissioner London requested the MPO provide a list of the projected revenue each participating municipality will receive from this initiative, specifically for the City of Hallandale Beach. Additionally, Commissioner London requested information the total cost of the Penny Sales Tax Outreach program and what was the City's contribution.

No action taken by the Commission after discussion of this item.

6. ORDER OF BUSINESS

7. COMMISSIONER COMMUNICATIONS - Items not on the Agenda

A. COMMISSIONER LAZAROW

Commissioner Lazarow commended staff for the "National Night Out" event.

B. COMMISSIONER LONDON

No communication.

C. COMMISSIONER SANDERS

No communication.

D. VICE MAYOR JULIAN

During the communications of Vice Mayor Julian, City Attorney Whitfield advised the City Commission on the Campaign Free Zones section of the Protocol Manual.

MOTION MADE BY VICE MAYOR JULIAN, SECONDED BY MAYOR COOPER, TO APPOINT CORINA TRENZADO TO THE PARKS AND RECREATION ADVISORY BOARD. The Motion carried by a 5/0 voice vote.

E. MAYOR COOPER

Mayor Cooper shared information regarding the "Check-the-Box" initiative from the Broward MPO which helps to promote the Transportation Disadvantaged Trust Fund.

Mayor Cooper commended City resident Ira Liebowitz for his donation of mango trees to the City.

8. CITY ATTORNEY COMMUNICATIONS - Items not on the Agenda

No communication.

9. CITY MANAGER COMMUNICATIONS - Items not on the Agenda

City Manager Rosemond reminded the City Commission the November 2, 2016 City Commission meeting was moved to November 1, 2016 during the October Planning and Scheduling Session.

City Manager Rosemond responded to remarks made by Commissioner London during a previous meeting with regards to Mr. Rosemond's performance as City Manager.

10. APPROVAL OF DRAFT MINUTES

A. OCTOBER 5, 2016 CITY COMMISSION MEETING DRAFT MINUTES

MOTION MADE BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER SANDERS, TO APPROVE THE DRAFT MINUTES. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Ayes: 5 - Mayor Cooper, Vice Mayor Julian, Commissioner Lazarow, Commissioner London and Commissioner Sanders

Nayes: 0

11. CONSENT AGENDA

MOTION MADE BY COMMISSIONER LONDON, SECONDED BY COMMISSIONER LAZAROW, TO PULL ITEMS 11.G. AND 11.H. FROM THE CONSENT AGENDA. The Motion carried by a 5/0 Voice Vote.

MOTION MADE BY COMMISSIONER LONDON, SECONDED BY VICE MAYOR JULIAN, TO APPROVE THE CONSENT AGENDA AS AMENDED. The Motion carried by a 5/0 Voice Vote.

A. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION WITH SECURITY ALLIANCE, LLC FOR SECURITY SERVICES WITHIN THE GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICT (GISND) FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED THIRTY THREE (\$168,233.00) DOLLARS AS PROVIDED FOR IN FISCAL YEAR 2016-2017 BUDGET; AND PROVIDING AN EFFECTIVE DATE. (STAFF: POLICE CHIEF)

This Resolution was approved on the Consent Agenda

- B. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO PURCHASE AUTO AND TRUCK PARTS, ACCESSORIES, SUPPLIES AND SERVICERS UTILIZING CONTRACT #031212-GPC IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND (\$80,000.00) DOLLARS BETWEEN NAPA AND THE NJPA; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS TO EFFECTUATE THE PURCHASE AS PROVIDED FOR IN FISCAL YEAR 2016-2017 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE. (STAFF: PUBLIC WORKS DIRECTOR)

This Resolution was approved on the Consent Agenda

- C. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AWARDED RFP #FY2015-2016-019, STORMWATER PIPE CLEANING TO THE SECOND LOWEST RESPONSIVE, RESPONSIBLE, BIDDER ENVIROWASTE SERVICE GROUP FOR AN AMOUNT NOT TO EXCEED FIVE HUNDRED SEVENTY EIGHT THREE HUNDRED TWENTY SEVEN (\$578,327.00) DOLLARS; AUTHORIZING A TEN PERCENT (10%) CONTINGENCY FOR UNFORESEEN CIRCUMSTANCES; AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND TO EXECUTE AN AGREEMENT AND ALL RELATED DOCUMENTS TO EFFECTUATE THE PROJECT WITH ENVIROWASTE LLC; AND PROVIDING AN EFFECTIVE DATE. (STAFF: PUBLIC WORKS DIRECTOR)

This Resolution was approved on the Consent Agenda

- D. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE SIXTY TWO (62) REPLACEMENT UNITS AND TWO (2) NEW UNITS INCLUDING TRUCKS, VEHICLES, AND EMERGENCY EQUIPMENT IN AN AMOUNT NOT TO EXCEED TWO MILLION FOUR HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED (\$2,497,500.00) DOLLARS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS TO EFFECTUATE THE PURCHASE AS PROVIDED FOR IN FISCAL YEAR 2016-2017 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE. (STAFF: PUBLIC WORKS DIRECTOR)

This Resolution was approved on the Consent Agenda

- E. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE UTILIZATION OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND GSA CONTRACTS, AS LISTED IN EXHIBIT "2", FOR

THE PURCHASE OF THE CITY'S INFORMATION TECHNOLOGY HARDWARE, SOFTWARE, SERVICE AND MAINTENANCE FOR A TOTAL AMOUNT NOT TO EXCEED EIGHT HUNDRED TWO THOUSAND SIX HUNDRED SEVEN DOLLARS FIFTY TWO CENTS (\$802,607.52); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS TO EFFECTUATE THE PURCHASES AS PROVIDED FOR IN FISCAL YEAR 2016-2017 BUDGET; AND PROVIDING AN EFFECTIVE DATE. (STAFF: CHIEF INFORMATION OFFICER)

This Resolution was approved on the Consent Agenda

- F. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE UTILIZATION OF THE STATE OF FLORIDA CONTRACT #450-000-11-ACS WITH W. W. GRAINGER, INC. FOR MAINTENANCE, REPAIRS AND OPERATIONS SUPPLIES, INDUSTRIAL EQUIPMENT AND TOOLS FOR AN AMOUNT NOT TO EXCEED SEVENTY FOUR THOUSAND NINE HUNDRED (\$74,900.00) DOLLARS AS PROVIDED FOR IN THE FISCAL YEAR 2016-2017 BUDGET; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE. (STAFF: PROCUREMENT DIRECTOR)

This Resolution was approved on the Consent Agenda

- G. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AWARDED RFP #FY2015-2016-016, PARKING MANAGEMENT SERVICES TO THE HIGHEST RANKED PROPOSAL, SP + MUNICIPAL SERVICES FOR MANAGEMENT OF ALL ON AND OFF STREET PARKING ASSETS, INCLUDING PARKING ENFORCEMENT, METER MAINTENANCE, AND REVENUE COLLECTION IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AN AGREEMENT WITH SP + MUNICIPAL SERVICES; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE WITH THE SUCCEEDING RANKED FIRM SHOULD NEGOTIATIONS WITH SP + MUNICIPAL SERVICES NOT BE SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE. (STAFF: POLICE CHIEF)

Mayor Cooper introduced the Item.

A motion was made by Vice Mayor Julian, seconded by Commissioner Sanders, that this Resolution be approved.

Commissioner London spoke in opposition of the Resolution.

There being no further discussion, Mayor Cooper called the question.

MOTION MADE BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER SANDERS, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AWARDED RFP #FY2015-2016-016, PARKING MANAGEMENT SERVICES TO THE HIGHEST RANKED PROPOSAL, SP + MUNICIPAL SERVICES FOR MANAGEMENT OF ALL ON AND OFF STREET PARKING ASSETS, INCLUDING PARKING ENFORCEMENT, METER MAINTENANCE, AND REVENUE COLLECTION IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AN AGREEMENT WITH SP + MUNICIPAL SERVICES; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE WITH THE SUCCEEDING RANKED FIRM SHOULD NEGOTIATIONS WITH SP + MUNICIPAL SERVICES NOT BE SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 3 - Mayor Cooper, Vice Mayor Julian and Commissioner Sanders

Nayes: 2 - Commissioner Lazarow and Commissioner London

H. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, IMPLEMENTING CHANGES TO THE COMMUNITY BENEFIT PROGRAM ("CBP"); AND PROVIDING AN EFFECTIVE DATE. (STAFF: CITY MANAGER)

Mayor Cooper introduced the Item.

A motion was made by Vice Mayor Julian, seconded by Commissioner Sanders, that this Resolution be approved.

Commissioner London spoke in opposition of the Resolution.

There being no further discussion, Mayor Cooper called the question.

MOTION MADE BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER SANDERS, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, IMPLEMENTING CHANGES TO THE COMMUNITY BENEFIT PROGRAM ("CBP"); AND PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 3 - Mayor Cooper, Vice Mayor Julian and Commissioner Sanders

Nayes: 2 - Commissioner Lazarow and Commissioner London

I. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, ACCEPTING THE

RECOMMENDED NOMINEES OF THE HALLANDALE BEACH PIONEER RECOGNITION PROGRAM: RICHARD ROBERT ALLEN AND FRAN MARKOWITZ, FOR THE 2016 HALLANDALE BEACH PIONEER RECOGNITION AWARD; AND PROVIDING AN EFFECTIVE DATE. (STAFF: PARKS AND RECREATION DIRECTOR)

This Resolution was approved on the Consent Agenda

12. ORDINANCES ON FIRST READING

- A. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, REZONING A PORTION OF THE PROPERTY LOCATED AT 720 SOUTH FEDERAL HIGHWAY, MORE PARTICULARLY DESCRIBED AND DEPICTED IN ATTACHED EXHIBIT "A", TO RAC CORRIDOR TRANSITION AREA ON THE CITY'S OFFICIAL ZONING MAP; AND AMENDING CHAPTER 32, ARTICLE III OF THE ZONING AND LAND DEVELOPMENT CODE, FIGURE 32-192(a), CENTRAL RAC REGULATING PLAN, FOR SAME PORTION OF SUBJECT PROPERTIES TO BE CHANGED FROM TRANSIT CORE SUBDISTRICT TO RAC CORRIDOR SUBDISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.(FIRST READING) (STAFF: DEVELOPMENT SERVICES DIRECTOR)

Mayor Cooper introduced the Item.

City Clerk Bataille administered the oath of truthfulness to all interested parties.

City Clerk Bataille polled the City Commission concerning ex-parte communications with regards to this Item; where all Commissioners responded in the affirmative and noted that their decision will be based solely on the testimony and evidence presented before them.

Development Services Director Keven Klopp presented the Item and answered questions posed by the Commission.

Mayor Cooper relinquished the gavel to Vice Mayor Julian.

Vice Mayor Julian opened the floor for public comments.

Janna P. Lhota of Holland & Knight, representing the applicant, spoke in favor of the Item and indicated the applicant has no planned development for the site.

There being no further comments from the public, Vice Mayor Julian closed the floor.

MOTION MADE BY COMMISSIONER LAZAROW, SECONDED BY COMMISSIONER LONDON, TO APPROVE ON FIRST READING AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE

BEACH, FLORIDA, REZONING A PORTION OF THE PROPERTY LOCATED AT 720 SOUTH FEDERAL HIGHWAY, MORE PARTICULARLY DESCRIBED AND DEPICTED IN ATTACHED EXHIBIT "A", TO RAC CORRIDOR TRANSITION AREA ON THE CITY'S OFFICIAL ZONING MAP; AND AMENDING CHAPTER 32, ARTICLE III OF THE ZONING AND LAND DEVELOPMENT CODE, FIGURE 32-192(a), CENTRAL RAC REGULATING PLAN, FOR SAME PORTION OF SUBJECT PROPERTIES TO BE CHANGED FROM TRANSIT CORE SUBDISTRICT TO RAC CORRIDOR SUBDISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 5 - Mayor Cooper, Vice Mayor Julian, Commissioner Lazarow, Commissioner London and Commissioner Sanders

Nays: 0

13. ORDINANCES ON SECOND READING/PUBLIC HEARING

- A. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING CHAPTER 16 PARKS AND RECREATION, ARTICLE II, CONDUCT, BY AMENDING SECTION 16-8 PROHIBITED ACTIVITIES, TO ALLOW FOR PENNY-ANTE GAMES OF CHANCE AS ENUMERATED IN FLORIDA STATUTE SECTION 849.085 IN CITY PARKS, PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (STAFF: CITY MANAGER) (SECOND READING)

Vice Mayor Julian introduced the Item.

Vice Mayor Julian relinquished the gavel back to Mayor Cooper.

Mayor Cooper opened the floor for public comments.

There being no comments from the public, Mayor Cooper closed the floor.

MOTION MADE BY COMMISSIONER LAZAROW, SECONDED BY COMMISSIONER LONDON, TO APPROVE ON SECOND READING AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING CHAPTER 16 PARKS AND RECREATION, ARTICLE II, CONDUCT, BY AMENDING SECTION 16-8 PROHIBITED ACTIVITIES, TO ALLOW FOR PENNY-ANTE GAMES OF CHANCE AS ENUMERATED IN FLORIDA STATUTE SECTION 849.085 IN CITY PARKS, PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 5 - Mayor Cooper, Vice Mayor Julian, Commissioner Lazarow, Commissioner London and Commissioner Sanders

Nayes: 0

- B. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING CHAPTER 32, ARTICLE III OF THE ZONING AND LAND DEVELOPMENT CODE, TABLE 32-193(a), PERMITTED USES TO EXPAND THE USES THAT WILL BE PERMITTED BY RIGHT AND ESTABLISHING ADDITIONAL USE TYPES; AMENDING SECTION 32-200 GREYHOUND TRACK SUBDISTRICT STANDARDS INCLUDING LOT SIZE, BUILDING HEIGHT, LOT AREA, BASE DENSITY, MAX DENSITY, AND FRONTAGE AREA; AMENDING 32-205, APPROVAL PROCESSES TO PROVIDE ADDITIONAL STANDARDS FOR FUTURE OVERLAYS AND PLANNED DEVELOPMENT OVERLAYS; AMENDING 32-8 TO CREATE DEFINITIONS FOR FAMILY ENTERTAINMENT CENTERS AND UNIFIED CONTROL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (STAFF: DEVELOPMENT SERVICES) (SECOND READING)

Mayor Cooper introduced the Item.

Mayor Cooper opened the floor for public comments.

There being no comments from the public, Mayor Cooper closed the floor.

MOTION MADE BY COMMISSIONER LAZAROW, SECONDED BY COMMISSIONER LONDON, TO APPROVE ON SECOND READING AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING CHAPTER 32, ARTICLE III OF THE ZONING AND LAND DEVELOPMENT CODE, TABLE 32-193(a), PERMITTED USES TO EXPAND THE USES THAT WILL BE PERMITTED BY RIGHT AND ESTABLISHING ADDITIONAL USE TYPES; AMENDING SECTION 32-200 GREYHOUND TRACK SUBDISTRICT STANDARDS INCLUDING LOT SIZE, BUILDING HEIGHT, LOT AREA, BASE DENSITY, MAX DENSITY, AND FRONTAGE AREA; AMENDING 32-205, APPROVAL PROCESSES TO PROVIDE ADDITIONAL STANDARDS FOR FUTURE OVERLAYS AND PLANNED DEVELOPMENT OVERLAYS; AMENDING 32-8 TO CREATE DEFINITIONS FOR FAMILY ENTERTAINMENT CENTERS AND UNIFIED CONTROL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 5 - Mayor Cooper, Vice Mayor Julian, Commissioner Lazarow, Commissioner London and Commissioner Sanders

Mayor Cooper introduced the Item.

MOTION MADE BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER SANDERS, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING APPLICATION #RD-16-2185 FOR REDEVELOPMENT AREA MODIFICATIONS FOR THE HBC MEDICAL CENTER PROJECT LOCATED AT 411 NORTH DIXIE HIGHWAY; PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 3 - Mayor Cooper, Vice Mayor Julian and Commissioner Sanders

Nayes: 2 - Commissioner Lazarow and Commissioner London

- C. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING MAJOR DEVELOPMENT APPLICATION #DB-16-2870 FOR THE CONSTRUCTION OF ICEBOX CAFÉ AND CULINARY CENTER PROJECT LOCATED AT 219 NE 3RD STREET; PROVIDING AN EFFECTIVE DATE. (STAFF: DEVELOPMENT SERVICES DIRECTOR)

Mayor Cooper introduced the Item.

Mayor Cooper opened the floor for public comments.

There being no comments from the public, Mayor Cooper closed the floor.

A motion was made by Commissioner Lazarow, seconded by Commissioner Sanders, that this Resolution be approved.

City Clerk Bataille polled the City Commission concerning ex-parte communications with regards to this Item; where all Commissioners responded in the affirmative and noted that their decision will be based solely on the testimony and evidence presented before them.

There being no further discussion, Mayor Cooper called the question.

MOTION MADE BY COMMISSIONER LAZAROW, SECONDED BY COMMISSIONER SANDERS, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING MAJOR DEVELOPMENT APPLICATION #DB-16-2870 FOR THE CONSTRUCTION OF ICEBOX CAFÉ AND CULINARY CENTER PROJECT LOCATED AT 219 NE 3RD STREET; PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 5 - Mayor Cooper, Vice Mayor Julian, Commissioner Lazarow, Commissioner London and Commissioner Sanders

Nayes: 0

- D. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING REDEVELOPMENT AREA MODIFICATIONS APPLICATION #RD-16-2871 FOR THE CONSTRUCTION OF ICEBOX CAFÉ AND CULINARY CENTER PROJECT LOCATED AT 219 NE 3RD STREET; PROVIDING AN EFFECTIVE DATE.(STAFF: DEVELOPMENT SERVICES)

Mayor Cooper introduced the Item.

MOTION MADE BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER LAZAROW, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING REDEVELOPMENT AREA MODIFICATIONS APPLICATION #RD-16-2871 FOR THE CONSTRUCTION OF ICEBOX CAFÉ AND CULINARY CENTER PROJECT LOCATED AT 219 NE 3RD STREET; PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 5 - Mayor Cooper, Vice Mayor Julian, Commissioner Lazarow, Commissioner London and Commissioner Sanders

Nayes: 0

15. RESOLUTIONS/CITY BUSINESS

- A. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, RATIFYING THE SUBMISSION OF GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM SUBMITTED ON AUGUST 17, 2016, FOR FUNDING TO ASSIST IN THE REDEVELOPMENT OF BLUESTEN PARK TO INCLUDE PLAYGROUND AND BANKSHOT BASKETBALL COURT; AUTHORIZING A CITY MATCH OF GRANT FUNDS IN THE AMOUNT NOT TO EXCEED \$281,500 DOLLARS; AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENT AND ALL RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (STAFF: PARKS AND RECREATION DIRECTOR)

Mayor Cooper introduced the Item.

MOTION MADE BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER SANDERS, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, RATIFYING THE SUBMISSION OF GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM SUBMITTED ON AUGUST 17, 2016, FOR FUNDING TO ASSIST IN THE REDEVELOPMENT OF BLUESTEN PARK TO INCLUDE PLAYGROUND AND BANKSHOT BASKETBALL COURT; AUTHORIZING A CITY MATCH OF GRANT FUNDS IN THE AMOUNT NOT TO EXCEED \$281,500

DOLLARS; AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENT AND ALL RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 5 - Mayor Cooper, Vice Mayor Julian, Commissioner Lazarow, Commissioner London and Commissioner Sanders

Nays: 0

- B. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT PRICE OF ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED EIGHTY NINE (\$132,389.00) DOLLARS FOR THE PRE-CONSTRUCTION SERVICES WITH BURKHARDT CONSTRUCTION, INC. FOR THE GOLDEN ISLES TENNIS CENTER AND PARK PROJECT PURSUANT TO RFP #2015-2016-11; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS EXHIBIT 2 WITH BURKHARDT, INC. TO EFFECTUATE THE PROJECT; AND PROVIDING AN EFFECTIVE DATE. (STAFF: OFFICE OF CAPITAL IMPROVEMENTS DIRECTOR)

MOTION MADE BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER SANDERS, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT PRICE OF ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED EIGHTY NINE (\$132,389.00) DOLLARS FOR THE PRE-CONSTRUCTION SERVICES WITH BURKHARDT CONSTRUCTION, INC. FOR THE GOLDEN ISLES TENNIS CENTER AND PARK PROJECT PURSUANT TO RFP #2015-2016-11; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS EXHIBIT 2 WITH BURKHARDT, INC. TO EFFECTUATE THE PROJECT; AND PROVIDING AN EFFECTIVE DATE. The motion carried by the following vote:

Ayes: 3 - Mayor Cooper, Vice Mayor Julian and Commissioner Sanders

Nays: 2 - Commissioner Lazarow and Commissioner London

16. INFORMATIONAL ITEMS: (No Action Required)

- A. FOLLOW-UP MEMO - October 5, 2016 City Commission Meeting

17. ADJOURN

There being no further business before the City Commission, Mayor Cooper adjourned the Meeting adjourned at 7:12 PM.

RESPECTFULLY SUBMITTED:



Mayor Joy F. Cooper

ATTEST:



Mario Bataille, City Clerk