

AGENDA



WILTON DRIVE IMPROVEMENT DISTRICT REGULAR MEETING

Wednesday, February 11, 2026 at 5:00 PM
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **COMMENTS FROM THE PUBLIC**
Any member of the Public may speak for three minutes.
5. **APPROVAL OF MINUTES**
 - a. November 12, 2025 Minutes
6. **NEW BUSINESS**
 - a. 2026 Stonewall Sponsorship Request from Jeff Sterling
 - b. Conceptual Communications to Present to the 2026 Wilton Drive Marketing Work Plan
 - c. 2026 Wilton Drive Block Party
 - d. Discussion on Sidewalk Pressure Washing on Wilton Drive
 - e. Rescheduling the September 16, 2026 Meeting
 - f. Appleton Creative December Invoice Dispute
7. **OLD BUSINESS**
 - a. Discussion on Bike Racks
 - b. Selection of May and July Business Recognition Program Recipients
 - c. 2025 Holiday Decorations Report by Member Dreger
8. **ADJOURNMENT**

Pursuant to FS. 286.0105, if a person decides to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at such meeting, or hearing, he/she will need a record of the proceedings and that for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Any person requiring Auxiliary Aids and Services for the Meeting may call the ADA Coordinator at (954) 390-2120 at least two working days prior to the meeting. If you are Hearing or Speech impaired, please

contact the Florida Relay Services by using the following phone numbers: 1-800-955-8770 (Voice) 1-800-955-8771 (tdd)



MINUTES

WILTON DRIVE IMPROVEMENT DISTRICT
Wednesday, November 12, 2025 at 5:00 p.m.
2020 Wilton Drive, Wilton Manors, Florida 33305

CALL TO ORDER

Chair Castillo called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present

Chair Claudia Castillo
Vice Chair Stratos Papachristopoulos
Debbi Burke (arr. 5:04)
Matthew Dreger
Paul Hugo

Members Absent

None.

The Pledge of Allegiance was recited.

COMMENTS FROM THE PUBLIC

At this time Chair Castillo opened the floor to public comment, which she closed upon receiving no input.

APPROVAL OF MINUTES

09.15.25 WDID Minutes

Motion made by Member Dreger, seconded by Member Hugo, to approve the minutes as presented. In a voice vote, the motion passed unanimously.

The following Item was taken out of order on the Agenda.

NEW BUSINESS

Review of Public Relations and Marketing Proposals

Mr. Cramarossa explained that on October 8, 2025, the Wilton Drive Improvement District (WDID) issued a request for proposal (RFP), including a scope of services, to roughly 300 vendors. They received four proposals. All four vendors were present at today's meeting and will be allotted time to make a presentation and answer questions from the Board.

Member Burke arrived at 5:04 p.m.

Hayley Zagacki, representing, Conceptual Communications, provided an overview of the firm's services, noting that they have served for over 11 years as Public Information Office (PIO) for the City of Wilton Manors. The team is locally based and has turnkey systems for efficiency in assisting the WDID. Services include social media management, event support, website compliance, records retention, email marketing, and digital advertising.

Elliott Cohen, representing Elliott Cohen Communications, noted that this company's bid is significantly less than the others, explaining that they operate differently from comparable firms. They do not establish prices based on the stated budget, but on actual costs of doing work. Their plan covers comprehensive outreach, website support, email marketing, event support, and more social media than specified. The firm operates on a flex business model throughout South Florida.

Ed Kitsos, representing Marketing Bear, emphasized the firm's experience, noting that it is locally and LGBTQ+-owned. He reviewed messaging, paid campaigns, streaming TV, and social media and digital outreach as means to drive tourism. Paid campaign costs are built into the proposal. He added that because he is locally based, he will be able to attend WDID events. The firm will focus on strengthening relationships with local businesses and offers an out-of-scope revenue-sharing option.

Erica Robinson Sittler, representing Maris, West & Baker (MWB), recognized Wilton Manors for its diversity and inclusiveness. MWB's experience is primarily grounded in tourism. They have a 24-member staff which provides in-house services. She emphasized the firm's creativity, experience, and focus on paid media to make Wilton Manors a more recognizable destination in and outside South Florida.

It was clarified that the solicitation for the firms was not a formal RFP but worked through a more informal proposal process, as the budgetary amount was below the RFP threshold. It was also noted that Florida Statute Section 287.05701 prohibits an awarding body from giving preference to a vendor based on social, political, or ideological interests. These may not be considered during deliberations.

It was emphasized that the members may only come to a decision during an advertised and publicly accessible Board meeting; they may not vote by proxy or email. They may also choose to recess today's meeting and reconvene within the same week, which can be done without requiring additional advertisement. Otherwise a second meeting would need to be advertised and publicly noticed, and a majority of the Board would need to be present.

The members discussed the presentations, with Vice Chair Papachristopoulos recommending that references be contacted. Member Dreger expressed concern with the emphasis on tourism outreach through social media and digital marketing, recalling that in the past, the members have not seen analytical data showing the benefits of these methods. He instead recommended a marketing focus on the WDID's businesses as a whole, and recalled that other promotions, such as ride-sharing coupons, yielded more tangible results.

Member Dreger continued that he was also inclined to consider a firm that can provide a clear accounting of what can be done, including the hours invested in specific results. He concluded that he was in favor of recessing today's meeting and reconvening to make a decision.

Member Hugo observed that public relations and marketing constitute the WDID's largest budget line item, and also spoke in favor of recessing the meeting in order to give the decision more time.

It was explained that when the remainder of today's meeting is concluded, the Board will need to recess the meeting to be reconvened upon a date certain, which must fall within one week. The latest possible day to reconvene would be Tuesday, November 18, 2025.

OLD BUSINESS

Wilton Drive Block Party Sponsorship Discussion

Mr. Cramarossa recalled that at the September 2025 meeting, there had been discussion of whether paid sponsorships were permitted for the Wilton Drive Block Party. It was clarified that the WDID's governing Ordinance neither prohibits nor provides for sponsorships or co-sponsorships. The WDID may accept donations and services, and must follow the same policies and procedures as the City of Wilton Manors.

Mr. Cramarossa advised that he would reach out to the City Attorney's Office for greater clarity and provide the information to the Board members before their next scheduled meeting.

Selection of January and March Recipients of the Business Recognition Program

The Board members agreed by consensus that the January and March 2026 Business Recognition Awards would be presented to Apartment 9F (January 5, 2026, 4 p.m.) and Papa Duke's (March 2, 4:30 p.m.).

Resolution 2025-04: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILTON DRIVE IMPROVEMENT DISTRICT ADOPTING GOALS, OBJECTIVES AND PERFORMANCE MEASURES AND STANDARDS PURSUANT TO SECTION 189.0694, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Member Dreger made a motion, seconded by Member Hugo, to approve as presented. In a voice vote, the motion passed unanimously.

NEW BUSINESS

Election of Chair and Vice Chair

Chair Castillo indicated her interest in continuing to serve as Chair.

Member Dreger made a motion, seconded by Member Hugo, that Claudia Castillo continue as Chair and Stratos Papachristopoulos be the Vice Chair. In a voice vote, the Chair and Vice Chair were unanimously re-elected.

Update on Emerald Irish Performance

Mr. Cramarossa advised that when walking Wilton Drive in September, he had noticed an increase in garbage, which has previously occurred. A keypad was installed on the Hagen Park storage shed in July 2025 to monitor Emerald Irish's access. He reviewed access records and contact with the provider since that time, noting that by September 30, 2025, there had been no entry into the storage facility. After multiple attempts at outreach, he had requested that the City's Finance Department place a hold on payment.

On November 3, Mr. Cramarossa was able to leave a voicemail for the company, and the response included a returned call as well as first entry into the storage shed. The company appears to have accessed the shed on November 7-9; however, no entry was recorded on November 5, which was a scheduled date for service. Payment was withheld for September and October 2025 and a request for documentation and explanation was transmitted. No response has been received thus far. He will continue to check records for entry.

It was clarified that the WDID's agreement with Emerald Irish is for three days' service per week at \$160. If services are not performed, the company will not be paid. A longer-term concern is how to address this situation: if services are not provided or the Board is not comfortable with them, the agreement can be terminated with 30 days' notice. It may be difficult, however, to find another provider at a similar cost.

Mr. Cramarossa noted that the company's representative had informed him they were providing service on the disputed dates, but was not able to provide documentation to this effect.

There was Board consensus to continue with Emerald Irish at this time.

2026 Meeting Dates

The proposed 2026 meeting dates were as follows:

- February 11
- July 8
- September 16
- November 18

It was clarified that the Board must transmit its proposed budget to the City Manager no later than May 1, 2026, which means the members will need to discuss that topic on February 11. July 8 is the date on which the Board will be asked to set its public hearing date for discussion of the fiscal year (FY) 2026-2027 budget and imposing a levy. The September 16, 2026 date may be subject to change.

Member Dreger made a motion, seconded by Member Hugo, to approve. In a voice vote, the motion passed unanimously.

Install Pride Bike Racks with funding from 602-5520-5641 (Capital Outlay)

Chair Castillo proposed that bicycle racks decorated with Pride colors be installed on Wilton Drive, as suggested by City Commissioner Don D'Arminio. She had reached out to Mr. Cramarossa's office to request solicitation of proposals.

Mr. Cramarossa stated that he had secured a quote for six bicycle racks, one in each rainbow color, to be placed next to one another. The cost would be below the \$2,000 threshold that would require the formal RFP process. The racks can be installed by the Leisure Services Department.

Mr. Cramarossa continued that two key considerations include compliance with the Americans with Disabilities Act (ADA), which will require sufficient room between the bike racks, as well as the width of sidewalks. Additional discussion with Leisure Services and Emergency Management/Utilities will be necessary.

Motion made by Member Dreger, seconded by Member Hugo, not to exceed \$1,900 for bike racks as presented once a location is determined. In a voice vote, the motion passed unanimously.

Broward County Tax Collector 2% Fee. Requesting a budget transfer of \$2,000 from 602-5520-5951 (Contingencies) to 602-5520-5311 (Professional Services).

Mr. Cramarossa explained that tax collection was formerly considered a service of Broward County government under the Records, Taxes, and Treasury Division; however, a recently passed Florida Statute requires the Broward County Tax Collector to become an independent Constitutional office which has the right to charge special districts a 2% fee for the service of tax collection. This was not previously budgeted for, as the fee is new. A budget transfer will be required prior to the next fiscal year's budget.

Member Dreger made a motion, seconded by Member Hugo, to transfer \$2,000 from 602-5520-5951, Contingencies, to 602-5520-5311, Professional Services, to satisfy the Broward County Tax Collector 2% fee. In a voice vote, the motion passed unanimously.

Deck the Drive

Chair Castillo stated that there is no sponsor for the Deck the Drive Contest in 2025, as circumstances are difficult at present for all businesses on Wilton Drive. While previous Deck

the Drive Contests have featured prizes totaling \$5,000, there is insufficient funding to award cash prizes this year. The members discussed options, including the possibility of requesting sponsorships from suppliers.

Mr. Cramarossa noted that holiday decorations on Wilton Drive are scheduled for installation on December 1, 2025. He is working to advance this date to November 24. The tree lighting ceremony is scheduled for December 4.

The members discussed the date on which the meeting would be reconvened.

Member Dreger made a motion, seconded by Vice Chair Papachristopoulos, to recess the meeting today and reconvene here again on November 18th at 4 p.m. in the afternoon. In a voice vote, the motion passed unanimously.

Member Dreger made a motion, duly seconded, to reconsider the recess. In a voice vote, the motion passed unanimously.

Vice Chair Christopoulos requested additional discussion of references for the four marketing companies that had presented earlier in the meeting, suggesting that the members may wish to narrow the list of companies to be called.

Chair Castillo emphasized the importance of communicating that Wilton Drive will need special attention aside from marketing and public relations for the City itself if they proceed with the City's provider, Conceptual Communications. Member Dreger cautioned that use of Conceptual Communications could lead to additional concerns regarding billed hours, which was a primary concern with the current provider. There was further discussion of the four presenting candidates and the scopes of service they had offered.

Member Dreger made a motion to award the contract to number 1 [Conceptual Communications]. The motion died for lack of second.

It was determined that references would be called for Conceptual Communications and MWB, which were the members' top two choices. Mr. Cramarossa would also provide the members with copies of Conceptual Communications' most recent marketing report to the City.

Member Dreger made a motion, seconded by Vice Chair Papachristopoulos, to recess and reconvene today's meeting to November 18, 2025 at this location at 4 p.m. In a voice vote, the motion passed unanimously.

The meeting was recessed at 7:06 p.m. on November 12, 2025.



MINUTES

WILTON DRIVE IMPROVEMENT DISTRICT
Tuesday, November 18, 2025 at 4:00 p.m.
2020 Wilton Drive, Wilton Manors, Florida 33305

CALL TO ORDER

Chair Castillo reconvened the meeting at 4:00 p.m.

Members Present

Chair Claudia Castillo
Vice Chair Stratos Papachristopoulos
Debbi Burke
Matthew Dreger

Members Absent

Paul Hugo

The Pledge of Allegiance was recited. Roll was called and it was determined that Chair Castillo, Vice Chair Papachristopoulos, Debbi Burke, and Matthew Dreger were present, establishing a quorum. Member Paul Hugo was absent.

NEW BUSINESS

Review of Public Relations and Marketing Proposals

The Board members continued their discussion of the four prospective public relations and marketing agencies, with the members having reached out to references from those agencies during the recess. It was recommended that they rank their top two choices, after which Mr. Cramarossa would be authorized to negotiate an agreement with the first choice, followed by the second choice if no agreement can be reached with the first.

The members provided their rankings, which were then tallied. The results were Conceptual Communications as the majority first choice and MWB as the majority second choice.

Member Dreger made a motion, duly seconded, to rank the marketing proposals as number one for Conceptual Communications and number two for MWB. In a voice vote, the motion passed unanimously.

Mr. Cramarossa recommended that the Board establish December 31, 2025 as the termination date for Appleton Creative, with the new vendor to begin on January 1, 2026. This would satisfy the 30 days' notice requirement in the current contract.

Vice Chair Papachristopoulos expressed concern with the proposed termination date, cautioning that this could mean Appleton would be less responsive during the height of the holiday season. Mr. Cramarossa explained that the December 2025 content calendar is currently being finalized and the vendor is contractually obligated to fulfill the terms of the contract.

It was noted that the Board's previous discussion had addressed broad terms in Conceptual Communications' RFP. Vice Chair Papachristopoulos suggested that Conceptual Communications may be open to making adjustments for more in-depth services.

Hayley Zagacki, representing Conceptual Communications, recommended that this be discussed further before both parties enter into an agreement. She was in favor of a conversation about the WDID's goals, which would help determine what can be done to achieve those goals. She acknowledged the importance of serving and promoting the businesses on Wilton Drive, suggesting the reallocation of hours from major events to other priorities.

Member Dreger made a motion, seconded by Vice Chair Papachristopoulos, to terminate the services of Appleton Creative, effective December 31, 2025. In a voice vote, the motion passed unanimously.

Member Dreger made a motion, seconded by Member Burke, to authorize Staff to negotiate a contract with Conceptual Communications and to reach out to the Board members regarding any individual questions. In a voice vote, the motion passed unanimously.

It was clarified that the Board would not need to reconvene or meet again in order to finalize the contract with Conceptual Communications.

Mr. Cramarossa provided a brief update on the proposed installation of bicycle racks decorated in Pride colors, stating that two prospective locations have been identified. These would require the relocation of other items that currently exist on Wilton Drive. He will work with the City's Community Redevelopment Services Department to ensure that the potential locations would not impede ADA accessibility. The two possible locations are 6 Avenue and a parking lot at 21 Court and Wilton Drive.

ADJOURNMENT

The meeting was adjourned at 4:28 p.m.

Claudia Castillo, Chair

Date



Non-Profit Leader in LGBTQ+
Events and Media

STONEWALL PRIDE 2026

Greater Fort Lauderdale's Largest LGBTQ+ Event

SATURDAY, JUNE 20th

SPONSORSHIP GUIDE

StonewallPride.lgbt



PRIDE ON WILTON DRIVE

Stonewall Pride is the annual celebration of Pride and inclusion in the City of Wilton Manors. Stonewall Pride is the largest pride celebration in Greater Fort Lauderdale, with more than 50,000 people attending. We invite you to make a lasting impression with the LGBTQ+ community in supporting this celebration by becoming a sponsor.

Pride celebrates Wilton Drive's prominence in entertainment and hospitality in South Florida with more than 25 bars and restaurants celebrating LGBTQ+ Pride.

This brochure highlights the ways in which you can be a sponsoring partner in this community celebration of Pride!



Corporate America has made great strides in reaching out and supporting causes and events that benefit the LGBTQ+ community and promoting the understanding and acceptance of others on a societal level. It is through strategic partnerships with companies large and small that Pride celebrations have been able to provide a safe and exciting space for diversity to be celebrated.

We thank our past sponsors for their support of Pride and invite you to partner with us as a sponsor in this year's Stonewall Pride Festival. Your investment in the Festival enriches the community and strengthens the bond of loyalty with the participants.

As a partner in the Festival, we want to help you have the best possible return on your investment. Please let us know how we can design a package that will provide for you the best value for your investing in the Stonewall Pride Festival. We are excited to be working with and for you!



Festival Producer- Hotspots Events

In December of 2020 the Wilton Manors Entertainment Group (WMEG) acquired Hotspots Magazine, the longest running LGBTQ+ print publication in Florida. In 2021 we formed a partnership with Happening Out Television Network, the largest non-profit LGBTQ+ television network in the country. Forming the largest and oldest LGBTQ+ media partnership in Florida. Using the combined talent and resources, and our ten-year history, we produce a hugely successful Stonewall Pride. Hotspots! || Happening Out Television Network is a 501(c)(3) non-profit dedicated to promoting South Florida and Wilton Manors as a welcoming LGBTQ+ destination through marketing and events. All funds raised are dedicated to the social, cultural, and economic benefit of our Community.



*Non-Profit Leader in LGBTQ+
Events and Media*

Present your brand to a loyal community who do business with LGBTQ+ supportive companies.

- People of all ages, ethnicities, and economic backgrounds participate in our annual celebration of pride and love.
- More than 50,000 attend Stonewall Pride.
- The festival features nine stages providing a variety of entertainment options.
- More than 100 companies and groups participate in the Festival Marketplace.
- Over 50% of all consumers say they would choose an equality focused brand over a competitor.
- Stonewall Pride has an economic impact of almost \$20 Million to the local economy.



The Spending Power of the LGBTQ+ Community

In the U.S., the annual spending power of the LGBTQ+ community is estimated at \$884 billion!

Source: Wick's Research



Non-Profit Leader in LGBTQ+ Events and Media

▶ **LGBT households spend:**



48%

more on wine than non-LGBTQ+ households



43%

more on computer and electronic products than non-LGBTQ+ households



32%

more on shaving needs than non-LGBTQ+ households.



35%

more on liquor than non-LGBTQ+ households



19%

more on coffee than non-LGBTQ+ households

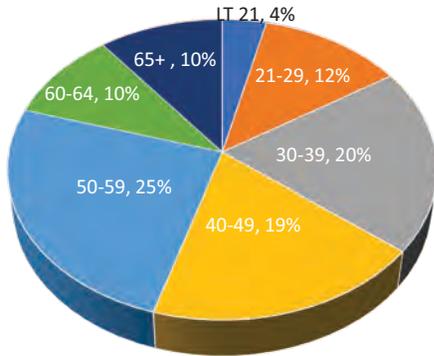


31%

more on candles and incense than non-LGBT households.

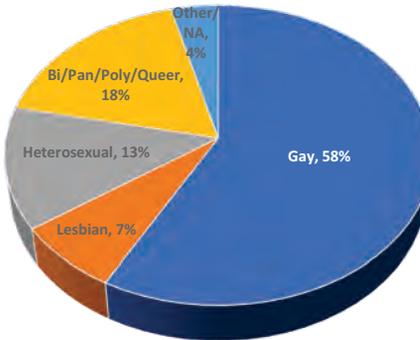
2022 ATTENDEE DEMOGRAPHICS

Figure 5 Age of Participants and Attendees



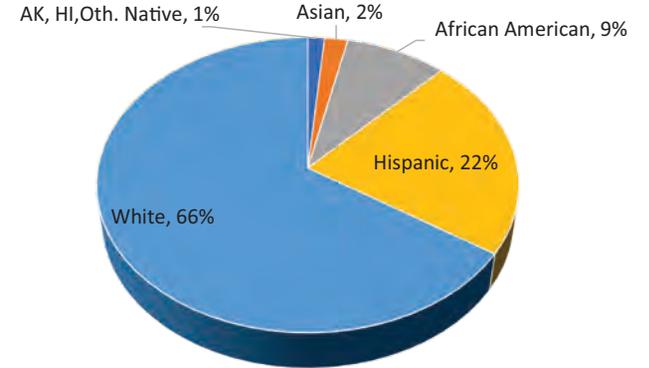
Source: PFM; Event Survey Data

Figure 6 Participant and Attendee Self-Identified Sexual Orientation



Source: PFM; Event Survey Data

Figure 8 Participant and Attendee Race and Ethnicity



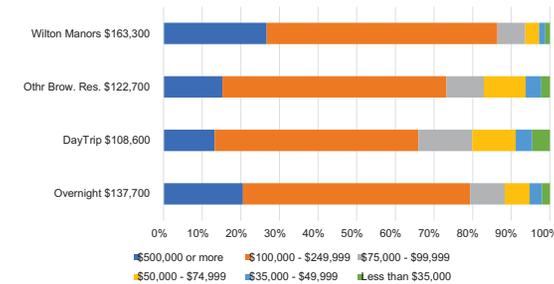
Source: PFM; Event Survey Data

Figure 3 Stonewall Parade and Street Festival Attendance Origins Heat Map



Source: PFM; Event Attendance Survey zip code of origin data

Figure 10 Average Household Incomes of Stonewall Pride Participants and Attendees



“the Stonewall Pride is estimated to have hosted 50,000 persons over the duration of the event.”

ECONOMIC IMPACTS OF WILTON MANORS STONEWALL PRIDE PARADE AND STREET FESTIVAL, 2022

PFM Group Consulting, LLC 12.22.2022

ECONOMIC IMPACT: 2022

Table 3 Stonewall Event – Economic Contribution and Direct Economic Impact Spending

Total Spending							Direct Economic Impact*
	Day Trip Visitors*	Wilton Manors Residents	Other Broward Residents	Paid Overnight Visitors*	Friends/Relatives Overnight*	All Attendees Economic Contribution	Local Spending
Lodging				\$1,945,209		\$1,945,209	\$1,653,428
Local Trans	\$412,844	\$87,869	\$570,107	\$343,665	\$142,822	\$1,557,306	\$359,732
Food & Bev	\$1,562,912	\$2,284,181	\$3,953,535	\$992,809	\$412,596	\$9,206,033	\$2,374,654
Retail	\$545,622	\$797,421	\$1,423,869	\$381,850	\$158,691	\$3,307,453	\$706,006
Recreation	\$374,796	\$1,063,228	\$1,610,419	\$509,133	\$211,588	\$3,769,165	\$985,965
Airfare				<u>\$127,283</u>	<u>\$52,897</u>	<u>\$180,180</u>	<u>\$45,045</u>
All NON-LODGING	\$2,896,175	\$4,232,699	\$7,557,929	\$2,354,740	\$978,593	\$18,020,137	\$4,471,403
TOTAL SPENDING	\$2,896,175	\$4,232,699	\$7,557,929	\$4,688,991	\$978,593	\$19,965,346	\$6,124,831

Source: PFM; Event Survey Data. * Note: Direct Impact Local Spending is adjusted for purchases reflecting economic leakage resulting from out of market expenditures of direct dollars and includes only spending by Day Trip and all Overnight Visitors. Economic Contribution includes spending from all visitors whether local residents or from out of area.



Sponsorship Levels Stonewall Pride



Sponsorship Levels & Benefits	Title \$50,000	Presenting \$30,000	Parade \$25,000	Platinum \$15,000	Gold \$10,000	Silver \$7,500	Bronze \$5,000	Supporting \$2,500
Hotspots Mktg Pkg	\$2,500	\$1,500	\$1,000					
Recognition of Sponsor Level	Yes	YES	YES					
Premium Logo Placement	Yes	YES	YES	YES				
Logo on Video Screens	Yes	YES	YES	YES				
Dedicated Eblasts	4	3	2	1				
Dedicated Social Media Posts	4	3	2	1				
Parade Broadcast Inclusion	2	2	2	1	1			
Vendor Booths	4	3	3	2	2	1	1	
Parade Entry	YES	YES	YES	YES	YES	YES	YES	YES
Pages in Pride Guide	4	3	3	3	2	1	1/2	1/4
Parade Barricade Banners	6	4	4	4	3	2	1	1
VIP Passes	8	6	6	4	4	3	2	1
Logo Placement on Website	YES	YES	YES	YES	YES	YES	YES	YES
Logo on all Entrance Banners	YES	YES	YES	YES	YES	YES	YES	YES
Logo on Print Media	YES	YES	YES	YES	YES	YES	YES	YES

**Packages are customizable to your needs. Contact Sponsors@Hotspots.lgbt for package specifics.
All sponsorships \$25,000 and higher are cash only sponsorships**

Some of our Past & Present Stonewall Sponsors

PRESENTING SPONSORS:



AIDS HEALTHCARE
FOUNDATION



Life's Just Better Here



A Member of Trinity Health



Additional Events presented by Hotspots! Events

Supported by your investment in Stonewall

Recurring Monthly Events



1st Saturday

Art Reception Curated Indoor Art Exhibit

3rd Saturday

Gallery Reception Varying Artist Showcase Book Signing Performers



3rd Saturday

Outdoor Event Where Local Artists and Crafts People Showcase Their Art and Crafts Along Wilton Drive.



24/7

Sculptures Located Around Wilton Manors to Encourage Walking Tours and to Enjoy Unique Pieces of Art



1st Thursday

An evening of indoor skating featuring a local DJ and drag queens

Annual Events



1st or 2nd Monday of November

Outdoor culinary event at the historic Richardson House with more than 3 dozen food and drink establishments providing “tastes” of their wares for a paying public with benefitting several nonprofit organizations



1st or 2nd Saturday in February

Celebrating Black History month with proceeds supporting community organizations supporting the black LGBTQ community



1st or 2nd Saturday in August

An LGBTQ+ Caribbean Festival Featuring Caribbean Food, Culture, & Music



Wilton Drive Comes Alive in Celebration of Pride Fort Lauderdale

Enjoy the different activities happening in the Shoppes of Wilton Manors (Alibi's and Hunter's Parking lot) and throughout other areas on The Drive.

Come be a part of Stonewall Pride



Sponsorships are a great way to support Stonewall Pride while building a strong LGBTQ+ presence for your brand to a community that is loyal.

The City of Wilton Manors has scored a perfect score of 100 on the Human Rights Municipal Equality Index (MEI) annual report for the eighth year in a row.

The 2022 MEI is the eleventh annual edition and rates a total of 506 cities on 49 different criteria from every state in the nation, with 120 receiving perfect scores. Twenty cities in Florida were included in the index, with Wilton Manors, Fort Lauderdale, Oakland Park, Hollywood, and West Palm Beach all receiving perfect scores.





**For more information on
being a sponsor partner of
the Stonewall Pride
Festival, please contact:**

Sponsor@hotspots.lgbt
754-200-1641
www.StonewallPride.lgbt



HOTspots Happening Out represents a dynamic alliance of 501(c)(3) nonprofit organizations united in their commitment to enhancing the well-being of South Florida's LGBTQ+ community and its allies. Through a multifaceted approach encompassing events, television programming, print media, captivating video content, and engaging social media, we channel all resources and funding towards advancing the social, cultural, and educational facets of our mission, serving our wonderfully diverse community.

Our unified partnership of non-profits include Stonewall Pride, HOTspots Magazine, Happening Out Television Network, Wilton Manors Entertainment Group - WMEG, PrideFête, Art Walk Wilton Manors, Taste of the Island Wilton Manors, Black Pride Cookout, Queer News Tonight, Pride Skate Nights, Happening Out Travel, Sculpture Walk Wilton Manors, The Fay What Show, Pride on the Drive, and HOTspots Happening Out Art Gallery with Dennis Dean.

FY26 Proposed Work Plan



Presented by
Hayley Nicoletto, Director of Client Strategy and Success
Katie Scoville, Marketing Coordinator

Business Outreach

- **Survey is live** to gather feedback from business owners on sales and foot traffic, needs, and willingness to participate
- **Walk The Drive** with WDID Board Chair
- **Quarterly outreach**



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Thank you for participating in the Wilton Drive Improvement District's short business survey! Your input will inform marketing decisions for the district and help us promote our wonderful business community.

1. Your business name

2. Type of business

- Retail
- Restaurant/Dining
- Bar/Nightlife
- Museum/Art
- Nonprofit
- Other

3. In 2025 when compared to 2024, did your sales increase, decrease, or stay about the same?

- Increased
- Decreased
- Stayed about the same
- Prefer not to say
- Other

4. In 2025 when compared to 2024, has your foot traffic increased, decreased, or stayed about the same?

- Increased
- Decreased
- Stayed about the same
- Prefer not to say
- Other

Media Analysis

SOUTH FLORIDA SunSentinel LM Q

Dining | Sponsored by **GOYA**

THINGS TO DO > RESTAURANTS, FOOD AND DRINK

Dine Out Lauderdale and Miami Spice 2025: Best restaurant deals for your dollars



Ukiah Japanese Smokehouse / Courtesy

Crispy baby back ribs grilled yakiniku-style are on the menu at Ukiah Japanese Smokehouse, one of 100-plus restaurants partaking in Dine Out Lauderdale 2025 starting Aug. 1. The Broward dine-out promotion runs through Sept. 30, (Ukiah Japanese Smokehouse / Courtesy)

 By **PHILLIP VALYS** | pvalys@sunsentinel.com | South Florida Sun Sentinel
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OUTSFL HOME NEWS A&E OPINION WILTON MANORS

Wilton Manors Art Week Set to Dazzle Nov. 6-9

- Have you seen our newsletters? Sign up [HERE](#)

John Hayden - Category: Wilton Manors - Published: 03 November 2025 - Hits: 4306



Photo by Carina Mask.

Lord Thunderbunny sits along Wilton Drive, a benevolent ruler of all he surveys. Soon, the city's artistic anchor will help usher in a new event spotlighting the area's talent. Wilton Manors Art Week (WMAW) debuts Nov. 6-9 with the goal of letting the rest of the world know about our incredible arts scene.

"We are excited," local artist Dennis Dean said. "I think this could be a destination for everyone because there's so much to offer."

Art is a broad term, and WMAW seeks to be all encompassing. The city's 16 galleries and three theaters are obvious showcases. But there will be culinary creations, cocktail garnishes galore, readings by renown authors and more.

Wilton Manors Arts District (WMAD) President, Matteo Trisolini, said the bold move is an investment in the city's cultural future.

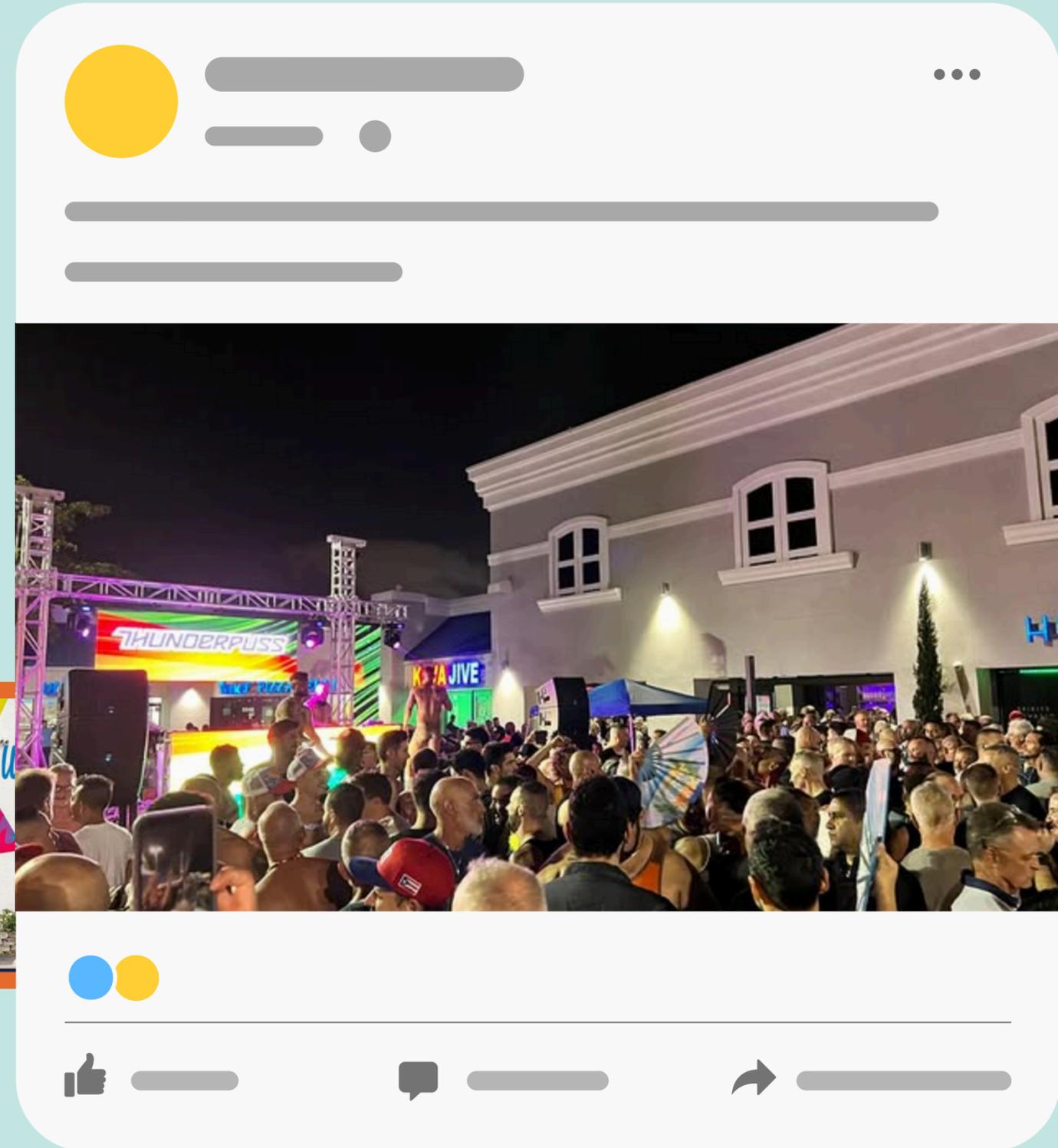
86
media mentions
(2024-2025)

Positive
overall sentiment

- **Most mentions:**
 - Arts & Entertainment
 - Stonewall Pride Parade
- **Least mentions:**
 - Business profiles
 - Food/restaurants

Social Media Analysis

- Total reach: 145,755
- Total engagement: 23,355
- Video views: 128,774



Fiscal Year 2026 Campaign Goals



Increase foot traffic on Wilton Drive to drive sales



Establish branding and consistency of messaging to increase visibility for Wilton Drive and its businesses



Position Wilton Drive as “the place” in Broward County for art, dining, and nightlife



Focus Wilton Drive as the main character in the narrative, not just the venue for events



“Every Vibe on Wilton Drive”

Visitors
(long weekend/seasonal)



LGBTQ+ Nightlife
(ages 25-55)



Residents



Day Trippers
(couples)



Come for brunch....

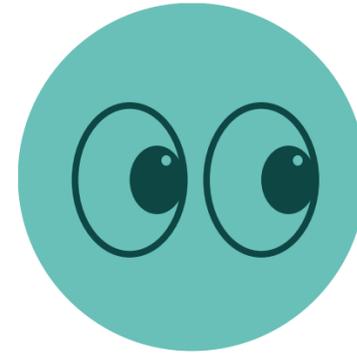


...stay for last call

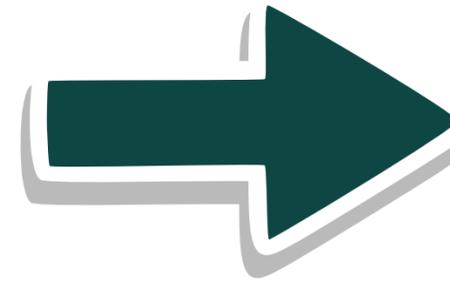
The Formula



Digital Content



Eyeballs



Visitors

Digital Content

- Trending social media content
- Digital storytelling

- Website listings
- Digital coupons or promotions

Core Activations

Winter Escapists (March – April)

- Paid digital media - \$1000
- 30 hours (social, web, earned media, e-mail marketing, reporting)

Celebrate Pride (May-June)

- Paid digital media - \$1000
- 30 hours (social, web, earned media, e-mail marketing, reporting)

Wilton Drive Block Party (July – September)

- Paid digital media - \$3000
- 65 hours (social, web, earned media, e-mail marketing, reporting)

Winter Escapists



Target: Promote The Drive to both daytime visitors and nighttime crowds (snowbirds, cruises, day trippers enjoying the weather)

- Walking map for website
- Influencers- Lifestyle, Entertainment, Travel
- Partner with Visit Lauderdale or Visit Florida
- Establish Drive-wide discount program

Pride Month

Target: Position Wilton Drive as Broward County's destination for travelers to enjoy art, dining, shopping, and nightlife

- Taking pride in our businesses and their stories
- Influencers- Lifestyle, Entertainment, Foodies
- Pitch to local news outlets
- Website content guides



Wilton Drive Block Party

Target: Anchor Wilton Drive as the hottest place for nightlife, shopping, arts, and dining

- Wilton Drive Block Party
 - Fam tour or VIP dinner party for influencers
 - Pitch to local news outlets
- Website content guides



THE LINEUP

STOP 1: Aruba Beach Café | 12 p.m.



1 Commercial Blvd.
Lauderdale-By-The-Sea, FL 33308
(954) 776-0001
arubabeachcafe.com

@arubabeachcafe @arubabeachcafe @arubabeachcafelbts

STOP 2: Billy Jack's Shack | 12:30 p.m.



218 Commercial Blvd.
Lauderdale-By-The-Sea, FL 33308
(954) 990-8671
billyjacksshack.com

@billyjacksshacklbts @billyjacksshacklbts

STOP 3: The Hyppo Fort Lauderdale | 1 p.m.



107 Commercial Blvd. A
Lauderdale-By-The-Sea, FL 33308
(904) 347-5109
thehyppo.com

@thehyppoftlauderdale @thehyppoftlauderdale

STOP 4: Sloan's | 1:30 p.m.



112 Commercial Blvd.
Lauderdale-By-The-Sea, FL 33308
(954) 368-8546
sloansicecream.com

@sloansicecream @SloansIceCream @sloans_southflorida

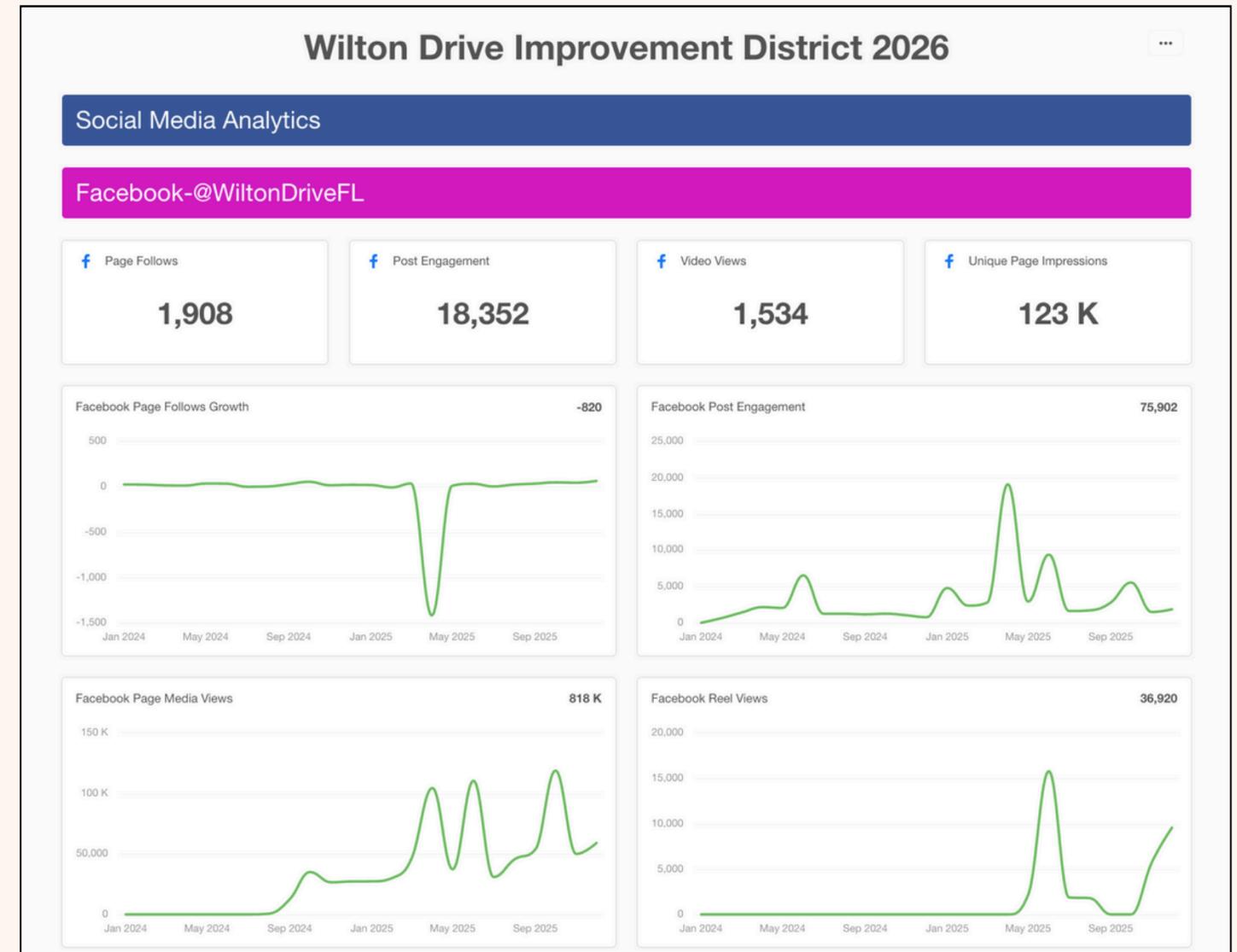
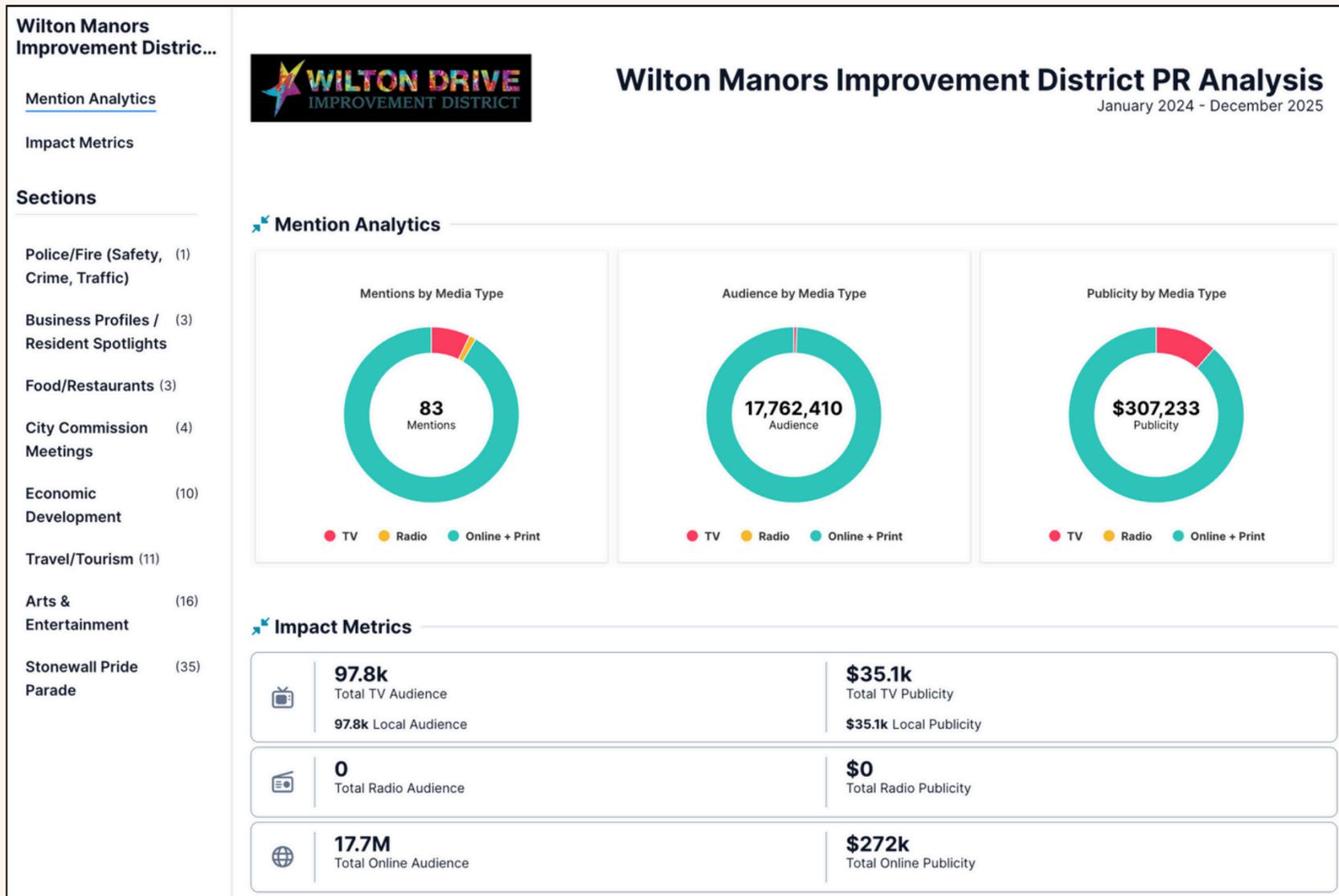
Measuring Success

✓ Increase in foot traffic and/or sales

✓ Increase in reach and engagement

✓ Promotions claimed

✓ Shift in earned media



Who Does What

Your Team

- Program leadership
- Campaign alignment
- Content approval
- Accept/Implement discount codes
- Host influencers/travelers

Our Team

- Campaign development
- On-site video and photo shoots
- Content creation
- Drive promotion to discount codes
- Coordinate partnerships and media buys
- Reporting and optimization



THANK YOU!

Jeremy Cramarossa

From: Holly Cimino <hcimino@bcpa.net>
Sent: Tuesday, November 25, 2025 2:21 PM
Cc: eaperez@browardtax.org; nalcide@browardtax.org; Abbey Roberson
Subject: New Non-ad Valorem Assessments for 2026 or Changes in Methodology for existing non-ad valorem assessments

EXTERNAL EMAIL WARNING!

THIS IS AN EMAIL FROM AN OUTSIDE SENDER!

Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.

If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Good afternoon. If your taxing authority is planning on levying a new non-ad valorem assessment for tax year 2026, Florida Statute 197.3632 requires your agency to adopt an intent resolution prior to January 1, 2026. Once adopted the taxing authority is required to submit a copy to our office, the Tax Collector, and the DOR no later than January 10th. These deadlines may be extended to March 1st and March 10th, respectively. However, the taxing authority must request an extension from both our office and the Tax Collector. Please send us any requests for an extension as soon as possible. Our office and the Tax Collector's office will accept requests via mail and email.

197.3632 (3)(a) Notwithstanding any other provision of law to the contrary, a local government which is authorized to impose a non-ad valorem assessment and which elects to use the uniform method of collecting such assessment for the first time as authorized in this section shall adopt a resolution at a public hearing prior to January 1 or, if the property appraiser, tax collector, and local government agree, March 1. The resolution shall clearly state its intent to use the uniform method of collecting such assessment. The local government shall publish notice of its intent to use the uniform method for collecting such assessment weekly in a newspaper of general circulation within each county contained in the boundaries of the local government for 4 consecutive weeks preceding the hearing. The resolution shall state the need for the levy and shall include a legal description of the boundaries of the real property subject to the levy. If the resolution is adopted, the local governing board shall send a copy of it by United States mail to the property appraiser, the tax collector, and the department by January 10 or, if the property appraiser, tax collector, and local government agree, March 10.

If your taxing authority will be changing the methodology for an existing non-ad valorem assessment for tax year 2026, you must notify our office and provide the new methodology no later than May 1, 2026. Changing the amount/rate of the assessment is NOT a change in methodology.

*****NOTE: If the TRIM Notice will be utilized for the first-class notice for your non-ad valorem assessment(s), your non-ad valorem hearing cannot be held prior to September 12th in order for our office to guarantee the 20-day notice requirement. Final adopted non-ad valorem rates are to be certified to the Tax Collector no later than September 15th. The information can be emailed prior to midnight on September 15th.**

September 2026

SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

The School Board's tentative dates are as follows:

Date	TRIM Day	Day of Week	Action
7/28/2026	28	Tue	First Public Hearing at 5:01 p.m.
9/9/2026	71	Wed	Final Public Hearing at 5:01 p.m.

Tentative Dates

The County's tentative dates are as follows (9/8/2026 and 9/22/2026):

September 8, 2026

Regular Commission Meeting
(Labor Day, September 7, 2026)

Budget Hearing #1, 5:01PM
(Rosh Hashanah, September 11-13, 2026)

September 15, 2026

No Meeting

September 22, 2026

Regular Commission Meeting
(Yom Kippur, September 20-21, 2026)

Budget Hearing #2, 5:01PM

Final Budget Adoption

Sincerely,



Holly M. Cimino, CFE
Director of Finance, Budget and Tax Roll
Office of Marty Kiar
Broward County Property Appraiser
115 S. Andrews Ave, Room 111
Ft. Lauderdale, FL 33301
P 954-357-6825 | E | F 954-357-6894
www.bcpa.net

*Follow our office at <http://www.facebook.com/MartyKiarBCPA>
and <http://www.twitter.com/MartyKiarBCPA>*

INVOICE

Appleton Creative Inc
539 Delaney Ave
Orlando, FL 32801

finance@appletoncreative.com
+1 (407) 748-2943
www.appletoncreative.com



Wilton Drive Improvement District:Wilton Drive Improvement District - WDID 1008

Bill to
Wilton Drive Improvement District
2020 Wilton Drive
Wilton Manors, FL 33305

Invoice details

Invoice no.: 131001
Terms: Net 30
Invoice date: 12/31/2025
Due date: 01/30/2026

Project No.: WDID 1008
Project Name: 2025-2026 Retainer

Description	Qty	Rate	Amount
Wilton Drive Improvement District Marketing Services December 2025	30.5	\$85.00	\$2,592.50

Total **\$2,592.50**

Ways to pay



[View and pay](#)

Date: 12/01/2025 to 12/31/2025
 Client: Wilton Drive Improvement District

Project	Date	Task	Description	Hours
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/30/25	Production + Project Management	schedule new year post per jeremy's approval	1.00
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/24/25	Proofing	proof new year social media post graphic and caption	0.25
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/24/25	Production + Project Management	send new year social media content for client review	0.25
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/10/25	Design	December 2025 Social Media Content - Happy New Year Social Animation	2.50
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/09/25	Production + Project Management	ensuring social media and newsletter tracking spreadsheets are up to date	0.50
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/08/25	Production + Project Management	creation of work order for new year social animation	0.25
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/03/25	Production + Project Management	featured page edits - new captions based on feedback	1.00
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/03/25	Production + Project Management	creation of work order for additional content and new year post	0.25
WDID-1009-Wilton Drive - 2025-2026 Social Media	12/03/25	Production + Project Management	social post development, post scheduling and recordkeeping	2.00
WDID-1009-Wilton Drive - 2025-2026 Social Media				8.00
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/18/25	Production + Project Management	scheduling newsletter and keeping records of social/newsletter december content	1.00
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/17/25	Proofing	proof 12/18 eblast, changes and reproof	0.75
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/17/25	Production + Project Management	implementing edits	0.50
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/17/25	Production + Project Management	send 12/18 eblast update to client for approval	0.25
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/16/25	Production + Project Management	12/18/25 newsletter creation	3.00
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/11/25	Production + Project Management	creation of work order for 12/18 eblast	0.25
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/11/25	Production + Project Management	newsletter prep + research	2.00
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/03/25	Production + Project Management	coordinate client review of 12/4 eblast round 1 + check in regarding final eblast date	0.50
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/03/25	Production + Project Management	editing 12/04 newsletter	0.50
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/03/25	Proofing	proof 12/4 eblast	1.00
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/03/25	Proofing	Proofing eblast links and spelling.	1.00
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/02/25	Production + Project Management	12/04/25 newsletter production	4.00
WDID-1010-Wilton Drive - 2025-2026 Newsletter	12/01/25	Production + Project Management	creation of work order for 12/4 eblast	0.25
WDID-1010-Wilton Drive - 2025-2026 Newsletter				15.00
WDID-1012-Wilton Drive - 2025-2026 Website Updates + Additions	01/07/26	Production + Project Management	review website update history and credentials on record, call with client on critical error, advise on how to resolve	0.50
WDID-1012-Wilton Drive - 2025-2026 Website Updates + Additions	12/30/25	Production + Project Management	comprehensive business directory update recap report	1.00
WDID-1012-Wilton Drive - 2025-2026 Website Updates + Additions				1.50
WDID-1014-Wilton Drive - 2025-2026 Quarterly Reporting	01/08/26	Production + Project Management	Uploading recap reports, working files, tracking spreadsheets for client reference. To proof.	1.75
WDID-1014-Wilton Drive - 2025-2026 Quarterly Reporting	01/08/26	Production + Project Management	Run December time report / closeout	1.00
WDID-1014-Wilton Drive - 2025-2026 Quarterly Reporting	01/05/26	Production + Project Management	assign compilation of all recap reports for closeout	0.50
WDID-1014-Wilton Drive - 2025-2026 Quarterly Reporting	01/06/26	Production + Project Management	reporting social and newsletter output	1.00
WDID-1014-Wilton Drive - 2025-2026 Quarterly Reporting	12/22/25	Production + Project Management	full account review with diana for action items	0.50
WDID-1014-Wilton Drive - 2025-2026 Quarterly Reporting	12/22/25	Production + Project Management	reports for october	1.00
WDID-1014-Wilton Drive - 2025-2026 Quarterly Reporting	12/10/25	Production + Project Management	run november time report	0.25
WDID-1014-Wilton Drive - 2025-2026 Quarterly Reporting				6.00
Total				30.50

Jeremy Cramarossa

From: Jeremy Cramarossa
Sent: Thursday, February 5, 2026 5:00 PM
To: 'Alexi Kim'; 'Finance'; Accounts Payable
Cc: 'Diana LaRue'; 'Ginger E. Wald'; Azita Behmardi; Carol Conol
Subject: RE: December 2025 Invoices from Appleton Creative

Good afternoon,

As you are aware, on November 25, 2025, the Wilton Drive Improvement District (“District”) provided written notice to Appleton Creative, Inc. (“Appleton”) terminating the Marketing and Consulting Services Agreement dated September 1, 2024 (“Agreement”), with an effective termination date of December 31, 2025. Article 3 of the Agreement provides that, upon termination, Appleton shall cease all work performed under the Agreement. The Agreement further provides that the District shall pay only the earned and unpaid portion of compensation as set forth in Article 4.

On January 8, 2026, the District received Appleton’s invoice dated December 2025, in the amount of \$2,595.50, for 30.5 hours of work performed. The backup documentation accompanying the invoice includes time entries for work performed after the December 31, 2025 termination date, as well as charges reflecting an excessive number of hours when compared to the actual services performed and Appleton’s historical billing for substantially similar work.

On January 8, 2026, I notified Appleton by email that the invoice was disputed, requested clarification and supporting information, and requested a discussion regarding the discrepancies. After receiving no response, I again contacted Appleton on January 20, 2026, advising that the invoice was incorrect and would not be paid until corrected. Later that same day, Appleton provided a response by email that continued to include hours and compensation attributed to January 2026, after the Agreement had terminated.

I responded immediately on January 20, 2026, reiterating that the December hours billed were extraordinarily high compared to prior months for the same services, that time attributed to October 2025 had already been billed in a prior invoice, and that multiple entries conflicted with the authorized scope of work. To date, I have not received any further response, nor has Appleton provided a corrected invoice.

Pursuant to the terms of the Agreement and the Florida Prompt Payment Act, the invoice submitted by Appleton is incorrect and constitutes an improper request for payment. The District timely notified Appleton of the deficiencies in the invoice and the corrective action required to render it proper. Appleton has not cured those deficiencies and has maintained its position regarding the disputed December 2025 invoice.

Accordingly, because a dispute now exists regarding payment, this correspondence serves as notice that Appleton has the right to appear before the District Board at its regularly scheduled meeting on February 11, 2026, at 5:00 p.m., for dispute resolution proceedings. Appleton should be prepared to present all supporting documentation and testimony justifying the charges reflected in the December 2025 invoice.

Following the meeting, the District Board will render a decision regarding the disputed invoice in accordance with applicable law.

Appleton may avoid the dispute resolution proceeding by submitting a corrected December 2025 invoice to the District in advance of the February 11, 2026 Board meeting.



JEREMY L. CRAMAROSSA

Assistant to the City Manager

City of Wilton Manors

2020 Wilton Drive • Wilton Manors, FL

Office: (954) 390-2121

Email: jcramarossa@wiltonmanors.com

City Hall is open Monday through Thursday from 7:00am to 6:00pm.

Please Note: Florida Public Records Law provides that most written communications to or from municipal employees regarding city business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

From: Jeremy Cramarossa

Sent: Tuesday, January 20, 2026 4:45 PM

To: 'Alexi Kim' <alexi@appletoncreative.com>; Finance <finance@appletoncreative.com>; Accounts Payable <ap@wiltonmanors.com>

Cc: Diana LaRue <diana@appletoncreative.com>; Ginger E. Wald <gwald@bclmr.com>; Azita Behmardi <abehmardi@wiltonmanors.com>

Subject: RE: December 2025 Invoices from Appleton Creative

Good afternoon Diana & Alexi,

Thank you for getting back to me. I do, however, still have several questions regarding specific time entries on the December invoice that I'm hoping you can further clarify.

First, regarding the two December eBlasts: historically, the development of two eBlasts has taken significantly less time:

- September: 7.25 hours
- October: 7 hours
- November: 8 hours

In December, this same scope reflects 15 hours, which is nearly double the historical average. Given that the deliverables were consistent month to month, it's difficult to understand what materially changed to justify such a large increase in time. Additionally, the proofing time stands out. In November, proofing was logged at 0.25 hours, whereas in December it increased to 2.5 hours. This is particularly confusing since I did not provide any feedback or request any edits for either December eBlast. While I understand internal review processes, this increase seems disproportionate when compared to prior months.

Second, I'm unclear on the October reporting charges. We were billed 0.5 hours for October reporting on the November invoice, which aligns with historical billing patterns. However, an additional 1 hour for October reporting appears on the December invoice. Reviewing past invoices, reporting for a given month has consistently been billed once, at 0.5 hours, in the following billing cycle. I'm not sure how or why additional October reporting work would be required again in December.

Third, I still have questions regarding the New Year's Instagram post. All other December content was completed and approved in November, leaving a single Instagram post for New Year's. The invoice reflects 8 hours for this post, which seems excessive for one piece of content. Additionally, 1 hour was logged for scheduling. Instagram posts can be scheduled well in advance, and historically this has not required significant coordination or time, so it's unclear why scheduling alone would take an hour in this case.

Fourth, under Website Updates for December, we were charged 1 hour for a "comprehensive business directory update recap report." I never received any such report, so I'm unclear what this charge corresponds to. In addition, the website has been down for weeks and we are still currently locked out.

Finally, I'm confused about the "closeout work" that was billed in January. During our call on November 26th to discuss closing out the contract and transition, you mentioned that there wasn't much left to do. However, the invoice includes time for "Uploading recap reports, working files, tracking spreadsheets for client reference to proof." I never received any recap reports, and all working files and tracking spreadsheets had already been uploaded to Basecamp months ago, so I'm not sure what materials were uploaded or proofed as part of this closeout work. Per the contract, "upon termination, the contractor shall cease all work." To the extent that any of the billed closeout hours fall outside the contract term, those charges would not be applicable.

More broadly, we have discussed staying within the allotted budgeted hours many times. The proposal was for 280 hours per year, which averages to approximately 23.3 hours per month. I have repeatedly expressed in writing how crucial it is not to exceed this monthly threshold in order to preserve our budget. Per the contract, any additional work or services must be approved by the District in writing. Given that context, the December hours and associated overages are particularly concerning.

I'd appreciate further clarification on these items so I can better understand how the billed hours align with the agreed-upon scope and historical norms. I would also appreciate it if you could review the invoice again and provide a corrected version reflecting these clarifications.



JEREMY L. CRAMAROSSA
Assistant to the City Manager
City of Wilton Manors
2020 Wilton Drive • Wilton Manors, FL
Office: (954) 390-2121
Email: jcramarossa@wiltonmanors.com

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From: Alexi Kim <alexi@appletoncreative.com>

Sent: Tuesday, January 20, 2026 3:48 PM

To: Jeremy Cramarossa <jcramarossa@wiltonmanors.com>; Finance <finance@appletoncreative.com>; Accounts Payable <ap@wiltonmanors.com>

Cc: Diana LaRue <diana@appletoncreative.com>; Ginger E. Wald <gwald@bclmr.com>; Azita Behmardi

<abehmardi@wiltonmanors.com>

Subject: Re: December 2025 Invoices from Appleton Creative

EXTERNAL EMAIL WARNING!

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Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.

If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Hello Jeremy,

Thank you for sharing these questions and following up. Please see below for our responses.

Since December served as our closeout month, the scope of work extended beyond two eblasts and the New Year's post. It included the completion of work associated with the full month's social media content of eight posts, not solely the New Year's post itself, plus the additional wrap-up requirements.

Regarding the eblasts, our standard process includes two rounds of internal content proofing prior to anything being sent to the client. The proofing time reflected on the invoice accounts for this internal quality-assurance step. Any editing time logged corresponds to revisions identified during internal review, even when no edits were requested on your end were ultimately needed, to ensure accuracy and consistency ahead of approval.

The October reporting time appears on the December invoice because October time was invoiced during that billing cycle, which required pulling and reconciling historical time reports at that point.

For the New Year's Instagram post, the time encompasses custom animation, design, copywriting, proofing, production and project management. The scheduling time reflects execution during the holiday period, which was completed by a team member newer to the account. This required additional coordination and verification to ensure the post went up on New Year's Day during the lighter holiday staffing window.

Finally, the January hours represent end-of-contract closeout work, including reporting, documentation, and final account reconciliation required to properly conclude the engagement.

Let us know if we can answer any further questions.

Thank you,
Alexi

From: "Jeremy L. Cramarossa" <jcramarossa@wiltonmanors.com>

Date: Tuesday, January 20, 2026 at 3:17 PM

To: Finance <finance@appletoncreative.com>, Accounts Payable <ap@wiltonmanors.com>

Cc: Alexi Kim <alexi@appletoncreative.com>, Diana LaRue <diana@appletoncreative.com>, "Ginger E. Wald" <gwald@bclmr.com>, Azita Behmardi <abehmardi@wiltonmanors.com>

Subject: RE: December 2025 Invoices from Appleton Creative

Good afternoon,

I wanted to follow up as I have not yet received a response. Could we please schedule a time to discuss the invoice? At this time, payment has been placed on hold due to errors that need to be addressed.

Thank you, and I look forward to your response.



JEREMY L. CRAMAROSSA

Assistant to the City Manager
City of Wilton Manors
2020 Wilton Drive • Wilton Manors, FL
Office: (954) 390-2121
Email: jcramarossa@wiltonmanors.com

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From: Jeremy Cramarossa <jcramarossa@wiltonmanors.com>

Sent: Thursday, January 8, 2026 5:40 PM

To: Finance <finance@appletoncreative.com>; Accounts Payable <ap@wiltonmanors.com>

Cc: Alexi Kim <alexik@appletoncreative.com>; Diana LaRue <diana@appletoncreative.com>; Ginger E. Wald <gwald@bclmr.com>

Subject: RE: December 2025 Invoices from Appleton Creative

Good evening,

I'd like to discuss the December invoice next week, as I have a few questions. Based on my review, the only work requested for December was two eBlasts and a New Year's post, so I'm a bit confused as to how the total came to 30.5 hours.

I also noticed a few potential discrepancies:

- The eBlast for 12/4 was approved on 12/3 with no edits requested, yet we were charged 0.5 hours for editing, 2 hours for proofing, and a total of 7.25 hours.
- The eBlast for 12/18 was approved on 12/17 with no edits requested, yet we were charged 0.5 hours for editing, 0.75 hours for changes/proofing, for a total of 6.75 hours.
- We were charged 1 hour for running reports for October.
- The New Year's Instagram post shows a total of 4.5 hours, including 1 hour for scheduling. Could you clarify the breakdown of this time?
- The invoice also includes 4.25 hours for work completed in January, after the contract was terminated.

These are some of the items I noticed, but I would be happy to review everything in more detail next week. The invoice appears higher than expected and will likely need some adjustments. Please let me know your availability to discuss.



JEREMY L. CRAMAROSSA

Assistant to the City Manager
City of Wilton Manors
2020 Wilton Drive • Wilton Manors, FL
Office: (954) 390-2121
Email: jcramarossa@wiltonmanors.com

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From: Finance <finance@appletoncreative.com>

Sent: Thursday, January 8, 2026 4:32 PM

To: Jeremy Cramarossa <jcramarossa@wiltonmanors.com>; Accounts Payable <ap@wiltonmanors.com>

Cc: Alexi Kim <alexi@appletoncreative.com>; Diana LaRue <diana@appletoncreative.com>

Subject: RE:December 2025 Invoices from Appleton Creative

EXTERNAL EMAIL WARNING!

THIS IS AN EMAIL FROM AN OUTSIDE SENDER!

Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.

If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Hi Jeremy,

Please find attached the December invoice.

Thank you!
Tonia



Finance

Appleton, Inc. At the Core of Innovative Marketing

A 539 Delaney Avenue | Orlando, FL 32801

P 407.246.0092 Ext 02 | [Email me](#)

[Website](#) | [Blog](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

From: Jeremy Cramarossa <jcramarossa@wiltonmanors.com>

Sent: Thursday, January 8, 2026 8:33 AM

To: Finance <finance@appletoncreative.com>; Accounts Payable <ap@wiltonmanors.com>

Cc: Alexi Kim <alexi@appletoncreative.com>; Diana LaRue <diana@appletoncreative.com>

Subject: RE: October + November 2025 Invoices from Appleton Creative

Good morning,

Could you please send the December invoice at your earliest convenience? We need to process the payment promptly in order to liquidate our purchase order with Appleton and release the funds to issue a purchase order with our new vendor.

Thank you very much for your assistance.



JEREMY L. CRAMAROSSA

Assistant to the City Manager
City of Wilton Manors
2020 Wilton Drive • Wilton Manors, FL
Office: (954) 390-2121
Email: jcramarossa@wiltonmanors.com

City Hall is open Monday through Thursday from 7:00am to 6:00pm.

Please Note: Florida Public Records Law provides that most written communications to or from municipal employees regarding city business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

From: Finance <finance@appletoncreative.com>
Sent: Wednesday, January 7, 2026 10:59 AM
To: Accounts Payable <ap@wiltonmanors.com>
Subject: October + November 2025 Invoices from Appleton Creative

EXTERNAL EMAIL WARNING!

THIS IS AN EMAIL FROM AN OUTSIDE SENDER!

Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.

If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Hi,

Please find attached invoices for October and November services. Timesheets are also attached.

I sent these 12/23, but for some reason the email was returned so am sending again.

Thank you,

Tonia



Finance

Appleton, Inc. At the Core of Innovative Marketing

A 539 Delaney Avenue | Orlando, FL 32801

P 407.246.0092 Ext 02 | [Email me](#)

[Website](#) | [Blog](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

Wilton Drive Improvement District
September 2024 - August 2025 Schedule

Month	Job	Hours Used	Estimated Hours	Deliverables
Sept'24	WDID-1001-Wilton Drive - Asset, Discovery & Digital Audit	15.25		
Sept'24	WDID-1002-Wilton Drive - Social Media	20.25		7 posts
Sept'24	WDID-1003-Wilton Drive - Newsletter	7.5		2 eblasts
Sept'24	WDID-1004-Wilton Drive - Collateral	6.25		print ads, Circuit wrap templates
Sept'24	WDID-1005-Wilton Drive - Quarterly Reporting	0.25		monthly report
Sept'24	WDID-1006-Wilton Drive - Website Updates	1		
Sept'24	WDID-1007-Wilton Drive - Public Relations	0		
Oct '24	WDID-1002-Wilton Drive - Social Media	32		16 posts
Oct '24	WDID-1003-Wilton Drive - Newsletter	7		2 eblasts
Oct '24	WDID-1004-Wilton Drive - Collateral	2.75		
Oct '24	WDID-1005-Wilton Drive - Quarterly Reporting	3.75		board meeting prep
Oct '24	WDID-1006-Wilton Drive - Website Updates	0		
Oct '24	WDID-1007-Wilton Drive - Public Relations	4.75		press release for Wilton Drive Block Party
Nov '24	WDID-1002-Wilton Drive - Social Media	30.75		14 posts
Nov '24	WDID-1003-Wilton Drive - Newsletter	6.5		2 eblasts
Nov '24	WDID-1004-Wilton Drive - Collateral	0		
Nov '24	WDID-1005-Wilton Drive - Quarterly Reporting	2		monthly report, board meeting prep
Nov '24	WDID-1006-Wilton Drive - Website Updates	1		
Nov '24	WDID-1007-Wilton Drive - Public Relations	7.75		photography in town
Dec '24	WDID-1002-Wilton Drive - Social Media	18		13 posts
Dec '24	WDID-1003-Wilton Drive - Newsletter	12.75		2 eblasts
Dec '24	WDID-1004-Wilton Drive - Collateral	0		
Dec '24	WDID-1005-Wilton Drive - Quarterly Reporting	2.5		monthly reports
Dec '24	WDID-1006-Wilton Drive - Website Updates	0.75		
Dec '24	WDID-1007-Wilton Drive - Public Relations	0		
	HOURS USED THROUGH 12/31/24	182.75		
	GRATIS HOURS FOR LEARNING CURVE	90.75		
	ALLOTTED HOURS THROUGH 12/31/24	92		
Jan '25	WDID-1002-Wilton Drive - Social Media	19.25		7 posts
Jan '25	WDID-1003-Wilton Drive - Newsletter	23.25		2 eblasts
Jan '25	WDID-1004-Wilton Drive - Collateral	0		
Jan '25	WDID-1005-Wilton Drive - Quarterly Reporting	1		monthly reports
Jan '25	WDID-1006-Wilton Drive - Website Updates	0.75		
Jan '25	WDID-1007-Wilton Drive - Public Relations	0		
Feb '25	WDID-1002-Wilton Drive - Social Media	6		8 posts
Feb '25	WDID-1003-Wilton Drive - Newsletter	7		2 eblasts
Feb '25	WDID-1004-Wilton Drive - Collateral	0		
Feb '25	WDID-1005-Wilton Drive - Quarterly Reporting	2.5		monthly reports
Feb '25	WDID-1006-Wilton Drive - Website Updates	1.75		
Feb '25	WDID-1007-Wilton Drive - Public Relations	0		
March '25	WDID-1002-Wilton Drive - Social Media	3.5		8 posts
March '25	WDID-1003-Wilton Drive - Newsletter	8		2 eblasts
March '25	WDID-1004-Wilton Drive - Collateral	0		
March '25	WDID-1005-Wilton Drive - Quarterly Reporting	0.5		monthly reports
March '25	WDID-1006-Wilton Drive - Website Updates	10.5		8 business pages added to the wiltondrive.org business directory
March '25	WDID-1007-Wilton Drive - Public Relations	0		
April '25	WDID-1002-Wilton Drive - Social Media	8.75		9 posts
April '25	WDID-1003-Wilton Drive - Newsletter	8.25		2 eblasts
April '25	WDID-1004-Wilton Drive - Collateral	0		
April '25	WDID-1005-Wilton Drive - Quarterly Reporting	2.5		
April '25	WDID-1006-Wilton Drive - Website Updates	10.75		8 business pages added to the wiltondrive.org business directory
April '25	WDID-1007-Wilton Drive - Public Relations	0		
May '25	WDID-1002-Wilton Drive - Social Media		8	8 posts
May '25	WDID-1003-Wilton Drive - Newsletter		6.75	2 eblasts
May '25	WDID-1004-Wilton Drive - Collateral		5	
May '25	WDID-1005-Wilton Drive - Quarterly Reporting		1	
May '25	WDID-1006-Wilton Drive - Website Updates		4	4 business pages added to the wiltondrive.org business directory
May '25	WDID-1007-Wilton Drive - Public Relations		1	
June'25	WDID-1002-Wilton Drive - Social Media		6	6 posts
June'25	WDID-1003-Wilton Drive - Newsletter		4	1 eblast - 6-12-25
June'25	WDID-1004-Wilton Drive - Collateral		2	
June'25	WDID-1005-Wilton Drive - Quarterly Reporting		1	
June'25	WDID-1006-Wilton Drive - Website Updates		4	4 business pages added to the wiltondrive.org business directory
June'25	WDID-1007-Wilton Drive - Public Relations		0	
July '25	WDID-1002-Wilton Drive - Social Media		6	6 posts
July '25	WDID-1003-Wilton Drive - Newsletter		4	1 eblast - 7-10-25
July '25	WDID-1004-Wilton Drive - Collateral		1	
July '25	WDID-1005-Wilton Drive - Quarterly Reporting		1	
July '25	WDID-1006-Wilton Drive - Website Updates		4	4 business pages added to the wiltondrive.org business directory
July '25	WDID-1007-Wilton Drive - Public Relations		0	
Aug'25	WDID-1002-Wilton Drive - Social Media		6	6 posts
Aug'25	WDID-1003-Wilton Drive - Newsletter		4	1 eblast - 8-7-25
Aug'25	WDID-1004-Wilton Drive - Collateral		0	
Aug'25	WDID-1005-Wilton Drive - Quarterly Reporting		1	
Aug'25	WDID-1006-Wilton Drive - Website Updates		4	4 business pages added to the wiltondrive.org business directory
Aug'25	WDID-1007-Wilton Drive - Public Relations		0	

HOURS USED THROUGH 3/31/25	206.25		
HOURS ESTIMATED FROM 4/1/25 TO 8/30/25		73.75	
		Allotted	Used
TOTAL HOURS IN AGREEMENT FROM 9/1/24 TO 8/31/25	280		280

Total number of businesses to be added to directory to date	48
Business directory Additions through August 2025 (1st Contract Yr.)	32
Businesses remaining that will be added to business directory in next contract year (25/26)	16



CITY OF WILTON MANORS

2020 Wilton Drive
Wilton Manors, Florida 33305
(954) 390-2100

PURCHASE ORDER

NO. 26-0220
Date: 10/15/25
VENDOR NO. 015626
Page: 1/4

Issued To:

APPLETON CREATIVE, INC.
539 DELANEY AVE

ORLANDO FL 32801-380

Ship To:

CITY OF WILTON MANORS
2020 WILTON DRIVE

Wilton Manors, FL 33305

DESCRIPTION: PR AND MARKETING FOR WDID

Quantity	Unit	Description	Unit Cost	Total Cost
12	EACH	PR /MARKETING WILTON DRIVE IMPROVEMENT D	\$1,966.67	\$23,600.04

602-5520-5341.000

Total PO Amount

\$23,600.04

Carol Conner
Approved by Finance Director

10/15/2025 3:14:

Date

THIS PURCHASE ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES.

Accounts Payable Department: (954) 390-2100 ** Fax (954) 390-2199

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Wilton Manors (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Finance Director is a complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the Buyer unless signed by the Finance Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon Buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) If Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

F.O.B. point is at the Buyer's address. C.O.D. shipment will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoices to the City of Wilton Manors, Finance Department, 2020 Wilton Drive, Wilton Manors, Florida 33305-2122. Seller may submit invoices by fax or email only with the prior written approval of the Finance Director, or his/her designee.

W-9 FORM

Seller must provide a completed, valid IRS Form W-9 to Buyer before payment can be issued.

TAX

The Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption Number in securing such materials

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized order of Buyer, issued by the Finance Department.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All commodities delivered pursuant to this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated will be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Seller shall comply with the provisions of Section 2-269 (b) of the Wilton Manors Code of Ordinances.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation to the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its public officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substances delivered as part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the Buyer of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the Buyer as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the Buyer's Risk Manager.

AUDIT

The Buyer shall have the right, at reasonable times and at a site designated by the Buyer, to audit the books, documents and records of the Seller to the extent that the books, documents and records relate to costs or pricing data for the Order. The Seller agrees to maintain records which will support the prices for the Order. The Seller shall preserve books, documents, and records that relate to pricing data for the Order for a period of three (3) years from date of final payment.

CONFLICT OF INTEREST

The Seller will comply with all applicable, local, state and federal laws, rules, regulations and policies regarding conflicts of interest under this Order. The Seller warrants that it has no interest and will acquire no direct or indirect interest that would conflict in any manner with its performance under this contract.

SUSPENSION/DEBARMENT

The Seller acknowledges and certifies, by proceeding with performance of the Order, that it is not currently under suspension or debarment by the State of Florida, or any other state, or the federal government. If the Seller cannot so certify, it must notify the Buyer and provide a written explanation of why such certification cannot be made, before proceeding with its performance under the Order. The Buyer reserves the right to cancel the Order without liability if the Seller cannot so certify and the Buyer is not satisfied with the explanation.

RESOLUTION 2024-004

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILTON DRIVE IMPROVEMENT DISTRICT ACCEPTING THE RECOMMENDATION OF THE CITY'S EVALUATION COMMITTEE; APPROVING AND AUTHORIZING THE PROPER DISTRICT OFFICIALS OF THE DISTRICT TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH APPLETON CREATIVE, INC. FOR MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 30, 2024, the District issued a Request for Proposal 2024-6 for Marketing and Public Relations Consulting Services; and

WHEREAS, on July 18, 2024, the District issued Addendum No. 1 to the Request for Proposal (the Request for Proposal and Addendum No. 1 collectively referred to hereinafter as the "RFP"); and

WHEREAS, on July 2, 2024, five responsive and responsible proposals were received in accordance with the RFP; and

WHEREAS, on July 23, 2024, the District's Evaluation Committee, comprising of three members of City staff and one WDID board member, held a public meeting and reviewed and scored each responsive and responsible bidder; and

WHEREAS, Appleton Creative, Inc. ("Appleton") in compliance with the bidding requirements announced by the District, timely submitted a response to the RFP; and

WHEREAS, on July 23, 2024, in accordance with the bidding requirements announced in the RFP, the District's Evaluation Committee ranked Appleton number 1, and recommended that the District negotiate with Appleton to obtain the best and final pricing; and

WHEREAS, the District Board of Supervisors finds that it is in the best interests of the District and the public to negotiate and enter into an agreement with Appleton, attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WILTON DRIVE IMPROVEMENT DISTRICT:

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

Section 2. The District Board of Supervisors of the Wilton Drive Improvement District accepts the recommendation of the District’s Evaluation Committee.

Section 3. The proper District officials and counsel are authorized and directed to negotiate an agreement between the District and Appleton Creative, Inc.

Section 4. The Marketing and Public Relations Consulting Services Agreement, attached hereto as Exhibit “A” is approved and the District Chair or Vice-Chair has the authority to execute said Agreement.

Section 5. If any section or any part of any section of this Resolution shall be declared invalid or unconstitutional, the validity, enforceability and effect of any other section or part of any section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of any section of this resolution is wholly or necessarily dependent upon the section or part of any section so held to be invalid or unconstitutional.

Section 7. In the event of a conflict between the provisions of this Resolution and the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

Section 9. This Resolution shall take effect immediately upon adoption.

PASSED this 15 DAY OF August, 2024.



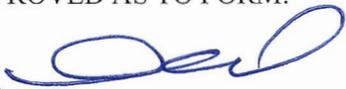
Claudia Castillo, Chair

ATTEST:



Faith Lombardo,
City Clerk of the City of Wilton Manors

APPROVED AS TO FORM:


BY: _____
Ginger E. Wald, District Counsel

Chair Castillo	<u>Yes</u>
Vice-Chair Smith-Malave	<u>absent</u>
Board Member Hugo	<u>Yes</u>
Board Member Dreger	<u>Yes</u>
Board Member Papachristopoulos	<u>Yes</u>

Exhibit "A" – Marketing and Public Relations Consulting Services Agreement

EXHIBIT A

MARKETING AND PUBLIC RELATIONS

CONSULTING SERVICES AGREEMENT

MARKETING AND CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, dated the 1st day of September, 2024 (“Effective date”), is by and between:

WILTON DRIVE IMPROVEMENT DISTRICT, a dependent special district, located in City of Wilton Manors, Florida, and with offices at 2020 Wilton Drive, Wilton Manors, Florida 33305 (the “District”),

and

APPLETON CREATIVE, INC., a Florida corporation, whose principal address is 539 Delaney Avenue, Orlando, Florida 32801 (the "Contractor").

WITNESSETH:

WHEREAS, the District sought proposals from qualified individuals and firms to provide marketing, public relations, communications and public affairs to promote tourism and drive business to the District (the “Services”) in the form of a Request for Proposal number 2024-6 and issued Addendum No. 1 to the Request for Proposal on July 18, 2024 (collectively referred to as the “RFP”), attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Contractor in compliance with the bidding requirements submitted a response to the RFP, attached hereto and made a part hereof as **Exhibit B** (the “Proposal”); and

WHEREAS, the on July 23, 2024, in accordance with the bidding requirements announced in the RFP, the District’s Evaluation Committee ranked Contractor number 1, and recommended that the Contractor provide the Services upon the negotiation fo a mutually accepted agreement; and

WHEREAS, the District agreed to accept the Proposal and enter into this Agreement with the Contractor.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1
RECITALS

1.1. Each recital set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1. Contractor hereby agrees to provide marking services, website maintenance and enhancement, social media management, digital reach expansion, content creation, graphic design and promotional material and marketing initiatives, in accordance with the Proposal (“Services”) in accordance with the scope of services more particularly described in the RFP, **Exhibit A**, and Contractor’s response, **Exhibit B**. The Services may be adjusted based upon the needs of the District and may be adjusted by mutual written agreement of the parties.

2.2 In the event of a conflict between the terms and conditions set forth in this Agreement and those set forth in the Proposal such conflict shall be resolved in favor of terms and conditions provided for in this Agreement.

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

2.4 Contractor hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.5 District agrees to assist and cooperate with Contractor in the performance of this Agreement by providing Contractor with information required in the performance of Contractor’s services hereunder.

2.6 Contractor acknowledges that the website and other electronic media are and shall be the exclusive property of the District. The District grants Contractor a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the content solely in connection with Contractor’s performance of the Services as authorized in this Agreement. District shall be the owner of the website and other media and all content on the website and other media. Contractor agrees to provide District all files in an electronic format suitable for transition to another vendor or the District if the District terminates this Agreement or the Agreement otherwise expires pursuant to Section 3 hereof. Upon termination of the Agreement or expiration of the term, the District shall retain the ability to have full administrative access to the website, transfer the website to another hosting entity, or host the website on its own, all in accordance with the needs of and the statutory requirements imposed upon the District.

ARTICLE 3
TERM AND TERMINATION

3.1 This Agreement shall commence upon the Effective Date and continue, unless otherwise terminated as provided herein, for two (2) years, with the District having the sole authority, to extend for three (3) additional one year renewal terms for a maximum of five (5) years.

3.2 The District may terminate this Agreement with or without cause and without liability upon fifteen (15) days written notice to the Contractor. Upon termination, the Contractor shall cease all work performed hereunder and District shall pay to Contractor any earned and unpaid portion of the compensation due Contractor pursuant to Article 4. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the District against any loss pertaining to this termination. Contractor shall furnish all documents, media and work product belonging to the District upon expiration or termination of the Agreement.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1. District agrees to compensate Contractor for the Services performed by Contractor, in accordance with the RFP award, in the amount not to exceed TWENTY-THREE THOUSAND SIX HUNDRED AND 00/100 (\$23,600.00) DOLLARS per year.

4.2 Contractor shall provide a monthly statement for Services rendered in accordance with the RFP and the Florida Prompt Payment.

4.3 Payment will be made by District to Contractor at the address provided in Article 6 hereinbelow, unless otherwise directed in writing by Contractor.

ARTICLE 5
ADDITIONAL WORK

Contractor agrees to provide additional work or services. Such additional work or services must be approved by the District and a written amendment or addendum, executed by the Parties hereto, with the same formality and with equal dignity herewith. In no event will Contractor be compensated for any work or services which has not been described in this Agreement or in a separate written agreement or addendum executed by the Parties hereto.

ARTICLE 6
MISCELLANEOUS

6.1. General Insurance Requirements.

6.1.1. Contractor shall not commence performance hereunder until it has obtained all insurance required pursuant to the insurance requirements set forth in the RFP and such insurance has been approved by the District or the City.

6.1.2. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the District.

6.1.3. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Contractor shall not continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

6.2. Indemnification.

6.2.1. Contractor shall indemnify and save harmless and defend the District and the City of Wilton Manors (the "City"), its elected and appointed officials, agents, servants and employees from and against any and all claims, demands, damages, losses, liabilities or causes of action of whatsoever kind or nature sustained by the District, the City or any third party arising out of, or by reason of, or resulting from errors, omissions, or negligent acts of Contractor, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by Contractor pursuant to this Agreement.

6.2.2. Contractor shall indemnify District and the City for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Contractor will defend and/or settle at its own expense, with legal counsel chosen by District, any action brought against the District to the extent that it is based on a claim that products

or services furnished to District by Contractor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.2.3. The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.2.4. Nothing contained herein is intended nor shall be construed to waive District and the City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended.

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

6.4. **Assignments; Amendments.**

6.4.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of District. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires District

approval. However, this Agreement shall run to the District and its successors and assigns.

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

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

DISTRICT: **Wilton Drive Improvement District**
2020 Wilton Drive
Wilton Manors, Florida 33305
Attn: Pamela Landi, Asst. City Manager

Copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Ginger E. Wald, Esq.

CONTRACTOR: **APPLETON CREATIVE, INC.**
539 Delaney Avenue
Orlando, Florida 32801
Attn: President

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

6.7. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

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

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

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

6.11. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

6.12. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

6.13. **Conflicts.** The documents listed below are a part of this Agreement and are incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided in this Agreement, the terms of the following documents will govern the in the following order of precedence:

6.13.1. The terms of the Agreement;

6.13.2. The RFP attached hereto as Exhibit A and incorporated herein by reference; and

6.13.3. Contractor's proposal attached hereto as Exhibit B and incorporated herein by reference.

6.14. **Public Records.**

16.14.1. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

i. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

ii. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

iv. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

16.14.2. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

16.14.3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**CITY CLERK
CITY OF WILTON MANORS
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305**

TELEPHONE: (954) 930-2103

EMAIL: PLANDI@WILTONMANORS.COM

16.14.4. Following completion of the Agreement, Contractor shall transfer to the District, at no cost to the District, all public records in Contractor's possession. All records stored electronically by the Contractor must be provided to the District, upon request from the District, in a format that is compatible with the information technology systems of the City.

6.15. **Equal Employment Opportunity.** In the performance of this Agreement, the Contractor shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin and shall comply with the provisions set forth in the RFP.

6.16. **Waiver.** Any failure by District to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and District may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.18. **E-Verify.** Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of SECTION 6 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

6.19 **Convicted Vendor List.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a

person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

6.20 Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.

2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

6.21. **Responsible Vendor Determination.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

6.22. **Anti-Human Trafficking Affidavit.** Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

**WILTON DRIVE IMPROVEMENT
DISTRICT**

By: 
Chair/Vice-Chair

13 day of August, 2024

**APPLETON CREATIVE, INC., a
Florida corporation**

Print Name

Print Name

By: _____
Name: Diana Lopez
Title: President

7th day of August, 2024

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 7th day of August, 2024, by Diana Lopez, as President of Appleton Creative, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

[SEAL]

Tonia Ann Wint
NOTARY PUBLIC

Commission Expires: 11/16/2028



TONIA ANN WINT
Notary Public
State of Florida
Comm# HH573037
Expires 11/16/2028

EXHIBIT A

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL (RFP)



Subject: **Marketing and Public Relations Consulting Services for Wilton Drive Improvement District**

RFP #: 2024-6

Due Date/Time: **July 2, 2024, 11:30 a.m., EST**

Submit To: City Clerk
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

**CITY OF WILTON MANORS
REQUEST FOR PROPOSAL FOR
MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES FOR
WILTON DRIVE IMPROVEMENT DISTRICT**

CALENDAR OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue RFP	May 30, 2024
Deadline for Questions	June 13, 2024, 7:00 a.m., EST
Response to Questions	June 18, 2024
Deadline for Submitting Proposals	July 2, 2024, 11:30 a.m., EST
Evaluation Committee Review	July 9, 2024
Select Short List for Presentations	July 9, 2024
Reference Checks	July 9, 2024
Presentation	TBD
Final Ranking and Selection	TBD
Contract Negotiation	TBD
WM Improvement District Approval of Contract	July 2024 or later

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Section 1 – Introductory Material

1.1 STATEMENT OF PURPOSE

The Wilton Drive Improvement District (WDID) of the City of Wilton Manors (the City), is seeking proposals from qualified individuals or firms for Marketing and Public Relations Consulting Services for the Wilton Drive Improvement District as described in this Request for Proposal (RFP). The Consultant shall provide services to the Wilton Drive Improvement District assisting with the marketing and economic viability of the fifty-six (56) properties and their tenants businesses included in the Wilton Drive Improvement District of the City of Wilton Manors. This is being funded by Wilton Drive Improvement District and not the general fund.

Piggybacking Option – The City does not intend to have this contract available for “piggybacking” by other governmental entities.

1.2 CONTRACT TERMS

The initial contract term is for two (2) year. The City will have the option to extend at its sole discretion have three (3) one-year (1-year) renewal terms for a maximum of five (5) years.

1.3 BACKGROUND INFORMATION

The City of Wilton Manors, in Broward County, was incorporated in 1947, and was created as a municipality under Chapter 165, Florida Statutes and named the Village of Wilton Manors. The Laws of Florida, 1953, Chapter 29609 established the present municipality, designated it the City of Wilton Manors and enacted its Charter. The City operates under the Mayor/Commission form of government and provides the following services as authorized by its Charter: general government, public safety, public services, transportation, and culture and recreation. Additional information about the City is available at the City’s website: www.wiltonmanors.com.

Section 2 – Scope of Services

2.0 TECHNICAL AND OPERATIONAL REQUIREMENTS

The Wilton Drive Improvement District is seeking proposals from qualified Proposers for Marketing and Public Relations Consulting Services for Wilton Drive Improvement District. The Consultant shall perform a variety of marketing, public relations, communications, and public affairs activities toward the following goals:

- Conceive and execute a public relations campaign designed to bring more visitors to Wilton Drive. Includes:
 - Maintenance of wiltondrive.org, a website/landing page of information regarding Wilton Drive to include promotions, businesses, calendar and events.
 - Maintenance of wiltondrive.org social media sites.

- Increase number of opt ins and followers of the website and social media sites.
- Increase the digital regional and national reach of wiltondrive.org
- Creation of new content for wiltondrive.org, social media sites and other communication methods.
- Creation of graphics and other products that support the above stated strategies.
- Assist in the marketing of Wilton Drive as a tourism destination.

Section 3 – Procurement Instructions

3.1 QUESTIONS

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Ariel Montalvo at amontalvo@wiltonmanors.com by **June 13, 2024, 7:00 a.m., EST**. Answers to all questions will be included in an Addendum to the RFP and will be posted on the City’s website on **June 18, 2024**. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a proposal. It is the Proposer’s responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City’s website.

Written questions received after **June 13, 2024, 7:00 a.m., EST** may not be answered. Only written questions answered by a formal written Addendum will be binding.

3.2 SUBMISSION OF PROPOSAL

3.2.1 Proposer shall submit five (5) paper copies of the proposal in the prescribed form under Section 3.3 along with a single flash/jump drive containing the RFP response in Adobe PDF format. All copies and the flash/jump drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.

3.2.2 Sealed proposals must be received on or before **July 2, 2024 at 11:30 a.m., EST**, at the Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305. The City Clerk’s office hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City holidays. Any proposal received after the specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

3.2.3 On the envelope containing the proposal the following shall be written in large letters:

Proposal For:	Marketing and Public Relations Consulting Services for Wilton Drive Improvement District
RFP Number:	RFP # 2024-8
To Be Opened:	July 2, 2024 at 11:30 a.m., EST

- 3.2.4** Proposals will be opened and listed publicly in Commission Chambers, 2020 Wilton Drive, Wilton Manors, Florida 33305 on the date and time specified above.
- 3.2.5** All proposals that are not submitted in the required format or missing required forms will be subject to rejection. The complete RFP and applicable forms are available on the City's website (www.wiltonmanors.com) or by sending an email to amontalvo@wiltonmanors.com. All proposals must be signed in ink. It is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer's acceptance of the terms and conditions of the specifications.
- 3.2.6** All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that their proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.
- 3.2.7 Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.
- 3.2.8 Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.
- 3.2.9 Request for Modification** - The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.
- 3.2.10 Request for Additional Information** - The Proposer shall furnish such additional information as the City of Wilton Manors may reasonably require. This includes information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.
- 3.2.11 Acceptance, Rejection, or Modification to Proposals** - The City of Wilton Manors reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria

utilized by the City for determining the most responsive and responsible Proposer is described in Section 4 of this document.

- 3.2.12 Proposals Binding** - All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.
- 3.2.13 Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website, and will distribute it via email to all identified prospective Proposers.
- 3.2.14 Economy of Preparation** - Proposals should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.
- 3.2.15 Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.2.16 Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Wilton Manors and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 3.2.17 Proposer's Certification** - By submitting a proposal, the Proposer certifies that they have fully read and understand the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from [Ariel Montalvo, Purchasing Coordinator](mailto:amontalvo@wiltonmanors.com), at amontalvo@wiltonmanors.com or on www.wiltonmanors.com.
- 3.2.19** Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly

indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.

3.2.20 Proposer's Responsibility to Be Informed - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.

3.2.21 Cone of Silence - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City's Purchasing Coordinator, [Ariel Montalvo](mailto:amontalvo@wiltonmanors.com) at amontalvo@wiltonmanors.com. Communications initiated by a Proposer to anyone other than the City's Purchasing Coordinator may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

3.3 FORMAT AND CONTENTS

3.3.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the proposal number and description.

3.3.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.3.3 Tab 2 - Letter of Transmittal

3.3.3.1 Limit to one or two pages.

3.3.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.3.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email and telephone numbers.

3.3.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.3.4 Tab 3 - General Information

3.3.4.1 Name of Business.

3.3.4.2 Mailing Address and Phone Number.

3.3.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.3.4.4 Normal business hours.

3.3.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.3.4.6 Give the date business was organized and/or incorporated, and where.

3.3.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.3.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.3.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.3.4.10 Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, City, etc., are the responsibility of the Proposer.

3.3.4.11 How did you hear about the RFP? Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Wilton Manors is always looking for ways to improve its services.

3.3.5 Tab 4 – Project Approach

3.3.5.1 Describe in detail your proposal to fulfill the requirements of the scope of services.

- 3.3.5.2 Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

3.3.6 Tab 5 – Experience and Qualifications

- 3.3.6.1 Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.
- 3.3.6.2 Identify the Proposer’s qualifications to perform the services identified in this RFP.
- 3.3.6.3 **Provide a minimum of five (5) references with all contact information including telephone number and email address.** If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Broward County or other Florida counties. It is recommended that references be no less than similar in size to the City or have a minimum of equipment similar to the City.

3.3.7 Tab 6 – Pricing and Payment Terms

- 3.3.7.1 Provide a detailed itemization of cost of services.
- 3.3.7.2 Indicate whether or not the Proposer is willing to accept payment via the City’s P-Card.

3.3.8 Tab 7 – Attachments and Affidavits

- 3.3.8.1 Provide signed attachments A – H.

Section 4 – Review and Evaluation Process

4.1 REVIEW AND EVALUATION

The City will conduct a comprehensive and impartial review and evaluation of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

- 4.1.1 The City reserves the right to require live or web-based presentations/demonstrations from any or all proposers.

- 4.1.2** The Evaluation Committee will rank all proposals according to the criteria listed herein.
- 4.1.3** Contract negotiations will then be conducted with the highest ranked Proposer and the negotiated contract will be submitted to the City Commission for final approval.
- 4.1.4** The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.
- 4.1.5** **If negotiations with the highest ranked Proposer fail, the City will then begin negotiations with the second-ranked firm, and so on.**
- 4.1.6** For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	EVALUATION CRITERIA	POINTS
1	Submission of all required Forms and Documents as indicated in Section 3.3.	Pass/Fail
2	Attachment A – Non-Discrimination Affidavit	Pass/Fail
3	Attachment B – Domestic Partnership Certification	Pass/Fail
4	Attachment C – Non-Debarment Affidavit	Pass/Fail
5	Attachment D – Drug-Free Workplace Certification	Pass/Fail
6	Attachment E—Non-Collusive Affidavit	Pass/Fail
7	Attachment F – Certification Pursuant to Florida	Pass/Fail
8	Attachment G – E-Verify Form for all Solicitations	Pass/Fail
9	Attachment H – Compliance with Foreign Entity Laws Affidavit	Pass/Fail
10	Experience and Qualifications	40
11	Project Approach	40
12	Pricing	30

- 4.1.7** Tie Bids – If the determination of the lowest responsive, responsible bidder results in a tie, the provisions of Section 2-58 (e)(8) of the City’s Code of Ordinances must be followed.

Section 5 – General Terms and Conditions

5.1 GENERAL AND LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Any conflicts between this RFP and applicable and preemptive Broward County Towing and Immobilization Regulations or applicable and preemptive State laws shall be resolved in favor of the preemptive law. The City shall have sole discretion of determining whether there are any conflicts with this RFP and any Broward County Towing and Immobilization Regulations or State laws.

5.1.1 Non-Discrimination - Section 2-59 of the City's Code of Ordinances states in part:

All contracting agencies of the city, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended thereunder

The Proposer agrees to abide by all provisions of the City Code of Ordinances, including Section 2-59.

5.1.2 Non-Discrimination Affidavit - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.

5.1.3 Domestic Partnership Affidavit – Proposers shall submit an executed copy of Domestic Partnership Affidavit attached to the Request for Proposal – Attachment B.

5.1.4 Non-Debarment Affidavit - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment C.

- 5.1.5 Drug-Free Workplace** – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment D.
- 5.1.6 Non-Collusive Affidavit**—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment E.
- 5.1.7 Certification Pursuant to Florida Statute § 287.135** – The Proposer shall submit an executed copy of the Certification Pursuant to Florida Statute § 287.135 – Attachment F.
- 5.1.8 E-Verify Affidavit**—The Proposer shall submit an executed copy of E-Verify Form Affidavit—Attachment G.
- 5.1.9 Compliance with Foreign Entity Laws Affidavit**—The Proposer shall submit an executed copy of the Compliance with Foreign Entity Laws Affidavit—Attachment H.
- 5.1.10** This Request for Proposal and the Proposer’s proposal shall be included and incorporated into the final award.
- 5.1.11 Small and Minority Businesses, Women’s, and Labor Surplus Firms Participation** – the City encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms.

5.2 APPLICABLE LAW AND VENUE

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Wilton Manors and any RFP Proposer shall be brought in Broward County, Florida.

5.3 CONDITIONS OF PROPOSALS

- 5.3.1 Late Proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.
- 5.3.2 Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.
- 5.3.3 Public Opening** - All proposals will be publicly opened at the time and place specified and made available for public inspection.
- 5.3.4 Award Presentation** – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

5.4 TERMS AND CONDITIONS OF AGREEMENT

All sections of the City’s specifications and all supplementary documents are essential parts of the City’s contract and requirements occurring in one area are deemed as though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract.

5.5 DISCUSSION WITH RESPONSIBLE PROPOSERS

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

5.6 EXECUTION OF AGREEMENT

The successful highest ranked Proposer shall, within thirty (30) calendar days after the City of Wilton Manors issues Notice of Award, negotiate and enter into a contract with the City for the proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.7 CONFLICT OF INTEREST

The award hereunder is subject to the provision of State of Florida Statutes and City of Wilton Manors Ordinances.

The Proposer, by affixing his signature to the proposal’s “Letter of Transmittal”, declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

5.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFICIED PERIOD

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission for funds.

5.9 PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

5.10 FLORIDA PROMPT PAYMENT ACT

For purposes of billing submission and payment procedures, a "proper invoice" by a proposer, Contractor or other invoicing party shall consist of at least all of the following:

- A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- The amount due, applicable discount(s), and the terms thereof;
- The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

5.11 INSURANCE REQUIREMENTS

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

5.11.1 The highest ranked Proposer shall secure and maintain, at its own expenses, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

- (a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the highest ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The highest ranked Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$ 1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage to include:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$ 1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- (d) **Garage Keeper's Liability** in the minimum limit of fifty thousand (\$50,000) dollars to protect the owners of any and all vehicles or trailers, towed or stored by the Proposer, pursuant to this Agreement, from loss, or damage to such vehicle or trailer on account of such removal or storage.
- (e) Professional/Errors & Omissions - \$250,000.00
- (f) Employee dishonesty/theft - \$250,000.00

5.11.2 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF WILTON MANORS SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED. Insurance Companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the Contractor receives notice of cancellation from its insurance company, the Contractor shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

5.11.3 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

5.11.4 The Contractor shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

5.11.5 The Contractor agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of the City.

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

5.11.7 The highest ranked Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Wilton Manors as additional insured.

5.12 CODE OF ETHICS

If any Proposer violates the Code of Ethics of the State of Florida or the Code of Ethics of Broward County, Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

5.13 PATENTS, ROYALTIES AND COPYRIGHT

The Proposer, without exception, shall defend, indemnify and save harmless the City of Wilton Manors, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Wilton Manors, Florida.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

5.14 INDEMNIFICATION

5.14.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, the highest ranked Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the highest ranked Proposer or his subcontractors, agents, officers, employees or independent contractor pursuant to or in the performance of the Contract.

5.14.2 The highest ranked Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees

(including appellate attorney's fees) and costs.

5.14.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

5.15 WARRANTIES

5.15.1 Contractor warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Proposer is a party.

5.15.2 Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

5.15.3 Contractor warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

5.15.4 All warranties made by Contractor together with service warranties and guaranties shall run to City and the successors and assigns of City.

5.16 ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:

Bidders are hereby notified of the provision of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interest when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Contractors working under any subsequent agreement made pursuant to this ITB shall not give preference to subcontractors based on social, political, or ideological interests.

A violation of the terms in this section shall result in termination of any agreement entered into pursuant to this ITB and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

5.17 PUBLIC RECORDS

The City of Wilton Manors is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

5.17.1 Keep and maintain public records required by the CITY to perform the service;

- 5.17.2** Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
- 5.17.3** Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and
- 5.17.4** Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor’s possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 5.17.5** The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123
cityclerk@wiltonmanors.com**

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person’s association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any City employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women- Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-60 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person’s association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: _____

Title: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by

_____.

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: _____

ATTACHMENT B

DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-58(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-58(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

“Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.”

By: _____

Title: _____

Company: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____.

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: _____

CITY OF WILTON MANORS, FLORIDA

ORDINANCE NO. 2013 – 0013

(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)

Effective October 1, 2013

Section 3: Section 2-58 of the Code of Ordinances is amended by creating Subsection (v) as follows:

Section 2-58(v).

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:

- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

Equal Benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

2. Equal Benefits Requirements.

- A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.
- B. As part of the solicitation response, the Contractor shall certify that the Contractor:

1. Currently complies with the conditions of this Section; or
2. Will comply with the conditions of this Section at time of contract award; or
3. Will not comply with the conditions of this Section at time of contract award; or
4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

3. Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

4. Exception and Waiver. The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section under the following circumstances:
 1. Where only one (1) solicitation response is received;
 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
 3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. Grandfather. It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

ATTACHMENT C

NON-DEBARMENT AFFIDAVIT

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

- 1.The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
- 2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
- 3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
- 4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- 5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: _____

Print Name: _____

Title: _____

Date: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by

_____.

(Seal)

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: _____

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

**ATTACHMENT E
NON-COLLUSIVE AFFIDAVIT**

State of _____)

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Title: _____

Company: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by

_____.

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: _____

ATTACHMENT F

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of

Print Name and Title

Company Name

certify that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

SIGNATURE

TITLE

ATTACHMENT G
E-Verify Form for All Solicitations:
CITY OF WILTON MANORS
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____
Project No.: _____

Employment Eligibility. Bidder certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) Bidder and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor.
- (b) If the Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 1. If the City, contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- (d) The City, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

Contractor Name

_____ Printed

Name

Contractor

Authorized

Representative

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ (month), _____ (year), by _____ (name _____ of _____ person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

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

____ Personally Known

____ Produced Identification

Type of Identification Produced _____

Must be executed and returned with attached proposal to be considered.

**ATTACHMENT H
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
CITY OF WILTON MANORS**

TO BE RETURNED WITH PROPOSAL/BID

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

(SEAL)

NOTARY PUBLIC, STATE OF _____

END OF SECTION



City of Wilton Manors
Finance Department
2020 Wilton Drive
Wilton Manors, FL 33305

Ariel Montalvo
Phone (954) 390-2171
Fax (954) 390-2199
www.wiltonmanors.com

Addendum No. 1

**RFP for Marketing and Public Relations Consulting Services for
Wilton Drive Improvement District (WDID)
Addendum Release Date July 18, 2024**

ITB # 2024-6

ITB Due Date/Time: July 2, 2024 11:30 a.m. EST

Submit To: City Clerk
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305

The purpose of this Addendum is to answer questions received from potential proposers. These are questions that were received prior to the published deadline for questions of June 13, 2024.

IMPORTANT NOTE – the following is added to RFP # 2024-6. It is the Proposer's responsibility to use the revised information when preparing the response.

Q1: What is the overall budget for the Wilton Drive Improvement District?

A: Up to \$100,000.00.

Q2: How many companies have submitted or will submit proposals?

A: Unknown. The bid tabulation listing this information will be available to the public when proposals are opened

Q3: Can I have an idea or know the exact amount/budgets that have other companies have submitted?

A: No. Bids are opened on the posted date and time. The bid tabulation listing this information will be available to the public when proposals are opened.

Q4: Are there any important meetings that I should be made aware of that are not outlined in the Calendar of Events?

A: No.

Q5: Is there a specific meeting on the calendar of events that I should attend in person in order to receive answers to my questions? If so, which one? I only see two dates before the deadline to submit the proposal and they are not in person meets.

A: No. All questions received before the date listed in the Calendar of Events should have been submitted before the deadline in the Calendar of Events and are answered herein. You may attend the bid opening, it is a

Page 1 of 6



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Finance Department
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Wilton Manors, FL 33305

Ariel Montalvo
Phone (954) 390-2171
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www.wiltonmanors.com

public meeting set for July 2, 2024 at 11:30a.m., EST at City Hall, the Commission Chambers. Note: questions will not be addressed at this meeting.

Q6: Who is the incumbent and related subcontractors, if applicable? Are these vendors eligible for an award under this new RFP?

A: The incumbent is Lightship Studios. The vendor will be subject to the same eligibility as any proposer provided they meet the requirements of the RFP; this does not guarantee the incumbent will be reappointed.

Q7: What is the budget for all services requested within the RFP?

A: Up to \$24,000.00.

Q8: What is the annual budget for advertising and community outreach services and related costs?

A: Up to \$24,000.00.

Q9: Do you have specific, measurable goals related to the services outlined in this RFP?

A: The mission of the WDID is to create a safer, more attractive, more economically viable Wilton Drive. The goals mentioned in the scope of service speak for themselves. For more information, [You can review the enacting ordinance, 2014-011, here.](#)

Q10: The website expansion noted as item 1 in the Scope references adding on features that are not currently on the site. For this item, are you looking to add these elements with the same look and feel or are you open to a redesign?

A: The scope speaks for itself. The Board is open to a redesign.

Q11: Is there a requirement to create a calendar for the wiltondrive.org website?

A: The scope speaks for itself.

Q12: What marketing tactics and media types have you previously used to promote Wilton Drive both regionally and nationally over the past 2 – 5 years?

A: Digital.

Q13: Can you provide examples of past campaigns for review, including details of the media results and spend?

A: See wiltondrive.org.

Q14: May we include our portfolio materials in section 3.3.6.2?

A: Yes.



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Q15: Referencing item 3.3.5.2, are you expecting a full proposal for each service item in 2.0 or a rate sheet based on the tasks it will take to produce?

A: The proposer will make this determination. The selection committee will evaluate all aspects of the scope and responses, not addressing each service may lead to non-selection.

Q16: Who are the key decision makers responsible for selecting the agency to be awarded the services in this RFP?

A: An evaluation/selection committee composed of 3 – 4 people that includes 1 member of the Wilton Drive Improvement District Board and 2 – 3 members of City Staff will make the final recommendation for award.

Q17: Can you provide the names and titles of the key decision makers involved in this selection process?

A: No. Note: The Cone of Silence is in effect and potential proposers should not reach out to any City Commissioners, City Staff, or Wilton Drive Improvement District Board Members; violating the Cone of Silence will disqualify proposer. Questions may be directed to Ariel Montalvo, Purchasing Coordinator.

Q18: Are you currently working with an agency, or have you worked with one in the past?

A: Yes.

Q19: If you have worked with an agency before, can you provide the name of the agency and share whether you were satisfied with their performance?

A: Lightship Studios. The second part of the question is not applicable.

Q20: Are previous agency partners eligible to respond to this RFP?

A: Yes.

Q21: Can you please provide the total budget allocated for the services outlined in this RFP?

A: \$24,000.00

Q22: Is there a separate media budget available to support paid advertising as part of the campaign?

A: No.

Q23: How many agencies will be invited to present if a presentation round is scheduled?

A: This will depend on the number of responses received and determined by the evaluation/selection committee.

Q24: What recent marketing and PR initiatives have you undertaken, and what were their outcomes?

A: You can access the public realm to see those initiative at wiltondrive.org.



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Q25: What is the City's P-Card? What are all the options for payment/compensation methods?

A: A P-Card, also known as a purchasing card, is a MasterCard credit card used to process payments. The City offers two payment methods, P-Card and physical check.

Q26: Who currently manages the Wilton Drive Facebook, Instagram, and Twitter accounts? How do they prioritize the social media platforms and make decisions on when and what to post on each platform?

A: The incumbent manages the social platforms. The vendor is managed by the Assistant City Manager, who makes decisions in concert with the vendor.

Q27: We've seen printed promotional banners on Wilton Drive that appear to be designed by the City and Wilton Drive Improvement District — does this RFP's requested services include improving this signage that decorates our city?

A: Yes.

Q28: Could it be argued that the current insurance requirements discourage smaller businesses, such as individual consultants, from submitting a proposal? A few examples that make this requirement a significantly harder burden for small businesses and consultants include the costs of insurance and lack of connections with brokers for competitive rates. Are there no other options, such as City-Paid Insurance that can cover the Proposer and list them as an additional insured?

A: Please see answers to #36, 37 and 38. Once a proposer is selected, we will enter into contract negotiations where various items may be negotiated, if permitted by applicable laws.

Q29: What is the City's relationship with Wilton Manors' largest events: Stonewall Pride and Wicked Manors? Does the City host these events? If not, who does and how does the City collaborate with them?

A: Not relevant to the RFP.

Q30: How many events does the Wilton Drive Improvement District anticipate hosting annually, and what type of events are these?

A: The WDID has not hosted events in the past, but 1-2 per year are possible in the future.



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Q31: What level of support do you expect in terms of event logistics and promotion? For example, if we propose a new signature event for marketing Wilton Drive, are we responsible for producing the event on top of our PR & marketing services, or would the event planning and coordinating be assigned to someone else?

A: Yes, in concert with the WDID and the City.

Q32: Who are the contacts at the City & Wilton Drive Improvement District that we would be working directly with?

A: The WDID Board and the Assistant City Manager.

Q33: How does the City plan to measure the success and KPIs for “bringing more visitors” to Wilton Drive? Do you currently have any benchmarks or studies in place?

A: The City does not measure the WDID’s success, the WDID does. Open to new KPIs.

Q34: Is <https://wiltondrive.org/> on a CMS Platform like Wordpress?

A: Yes.

Q35: Besides the E-Verify system and affidavit is there anything else I will need to provide if I hire sub-contractors?

A: Subject to the same requirements as proposer; the City and WDID must be notified and approve any potential subcontractors.

Q36: I am a single-member LLC without employees. Can you please confirm that Workers Comp insurance would not apply? (5.11.1A)

A: A single member with no employees can be exempted from having to have worker’s comp. However, they must apply and obtain an exemption certificate from the State. Here is the link. [Exemptions \(myfloridacfo.com\)](https://myfloridacfo.com/exemptions)

Q37: If I'm using my personal car, will this role require an extended auto policy and the Garage Keepers Liability. (5.11.1C)

A: No.

Q38: I am a single-member LLC without employees. Is the Employee Dishonesty and Theft insurance (a fidelity bond) necessary or is it ok for the policy to only cover myself?

A: If the applicant can provide a policy that covers him/her for Dishonesty and Theft, there is no need to purchase an employee coverage policy.



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Q39: In this section it says "State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity." From my research, the state doesn't require that Marketing services obtain a license. Is there a license or certification needed that I am unaware of?

A: The ability to establish and maintain a LBTR (license business tax receipt) if required by Broward County. This includes having your business registered with the State of Florida and verifiable on sunbiz.org.

End of Addendum # 1

EXHIBIT B

PROPOSAL

Value Painting & Remodeling

6574 North State Rd. 7 Suit 249
Coconut creek Florida 33073

Tel: 954-919-9628
Email: info@value-remodeling.com
Web: ValuePaintingandRemodeling.com
Licensed: #CGC1538993

Estimate

EST-008953

Bill To
Wilton Drive improved district Claudia Castillo
Mobile -9542747047
Wilton Drive
Wilton Manor FL
claudiacastilloartist@gmail.com

Estimate Date : 30 Jan 2026
Sales Person : Mario Gavilanes
Estimate Type : On site Estimate

#	Item & Description	Amount
1	<p>Electrostatic Painting SCOPE OF WORK:</p> <p>Electrostatic paint 8 bike racks. (3 large / 5 small ones)</p> <p>Note: The quote is in one color; add \$200 for each additional color.</p> <p>PREPARATION: Lightly sand and wipe down with denatured alcohol.</p> <p>Application method: Electrostatic Rotary Gun and HVLP spray gun.</p> <p>PAINT TYPE: Perfection Electrostatic Paint made by Accessa.</p> <p>WARRANTY: The Contractor will give a 2-year warranty on the paintwork.</p> <p>Disclosure: The electrostatic process is very dependent on weather conditions relative humidity levels can affect our ability to schedule projects.</p>	3,400.00

Sub Total 3,400.00

Total \$3,400.00

Terms & Conditions

No initial deposit is required for jobs under \$10,000 payment is due upon each item completed. Please note ** If any changes, delays, or special circumstances occur during the project a deposit may be required prior to job completion

Jobs that are greater than \$10,000 will require a 50% deposit.

Price is guaranteed for up to 90 days, a price increase may occur if the proposal has been provided past 90 days.

Payment can be made out payable to Value Painting LLC. ** FOR CREDIT CARD PAYMENTS A 2.9% merchant processing fee will be added to the sum total.



QUOTATION

January 30th, 2026

"Revised"

Wilton Drive Improvement District
Attn.: Claudia Castillo
200 Wilton Drive
Wilton Manors, FL 33305
Mobile: 954-274-7047
Email: claudiacastilloartist@gmail.com

Job loc: as above

Color: **7 Colors -No Metallic**

Proper preparation, sanding, primer, and Perfection electrostatic paint FUTURAC:

QTY	ITEM	UNIT PRICE	EXT. PRICE
Around Community			
2	Metal Bicicleta design		\$1,400.00
5	Metal Circles design		<u>\$2,500.00</u>
Total		\$3,900.00

Notes:

- Please consider the smell of electrostatic paint and the noise from the sanders and the generator.
- We use "Blue Tape" on the walls (that is the best option), but please note even with that, when the tape is pull off from the walls, the regular paint and the varnish will be removed, and unfortunately there is no way to stop it, and we are not responsible for those damages.
- We will paint between 2 and 3 structures per day (in case of 7 colors).
- Some areas have rust already and it will come again.
- One year of warranty will be provided for the paint, unfortunately there is no warranty for the rust.
- Excellent coordination is needed.
- If payment is received by credit card, please be advised that 4% processing fee will be applied.
- If case you decide to paint all structures with one color only, the price will be \$3,000.00**

Payment:

50% in advance
50% at the end

If you agree with the scope of the project, please sign below, and send it by email or Fax at 305 823-9287.

Accepted by:

Date:

4201 NW 37th Avenue, Miami, FL 33142
PH: 305 420-6390
Fax: 305 823-9287
Mobile: 305 761-1840
Email: electrostaticpaint@gmail.com
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Please see the list of businesses WDID has already recognized.

(First Monday of the Month @ 4pm)

- Tulio's Tacos & Tequila Bar
- Rosie's Bar and Grill
- Myth Gastrobar
- The Venue
- Wilton Collective
- Bona Italian Restaurant
- Burgers & Beers
- The Pub on the Drive
- D'Liras
- Georgie's Alibi
- Dolce Salato
- Apt. 9F
- Papa Duke's