



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of May 26, 2022

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<b><u>Mayor</u></b> Steve Breitkreuz	<b><u>Town Council</u></b> Jim Allbritton Bob Hartmann David Kuczenski	<b><u>Town Administrator</u></b> Andrew D. Berns, MPA	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D.
<b><u>Vice Mayor</u></b> Gary Jablonski		<b><u>Town Financial Administrator</u></b> Emil C. Lopez, CPM	<b><u>Assistant Town Administrator/Town Clerk</u></b> Russell C. Muniz, MPA

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Legislative Update - County Commissioner Nan Rich - District 1**
4. **Redesigned Town Website - Russell Muniz**
5. **Public Comment**
  - All Speakers are limited to 3 minutes.
  - Public Comment will last for 30 minutes.
  - All comments must be on non-agenda items.
  - All Speakers must fill out a request card prior to speaking.
  - All Speakers must state first name, last name, and mailing address.
  - Speakers will be called in the order the request cards were received.
  - Request cards will only be received until the first five minutes of public comment have concluded.
6. **Board Reports**
7. **Council Member Comments**
8. **Legal Comments**
9. **Administration Comments**

### **Ordinance - 1st Reading**

10. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENTS TO BE CONSIDERED ON THE NOVEMBER 1, 2022 GENERAL ELECTION BALLOT: TO AMEND ARTICLE II "TOWN COUNCIL" SECTION 2.04 (a) TO AMEND THE RESIDENCY REQUIREMENT FOR THE TOWN'S MAYOR; TO AMEND ARTICLE II "TOWN COUNCIL" SECTION 2.06 (c) TO CLARIFY HOW TOWN COUNCIL VACANCIES**

ARE FILLED; AND TO AMEND ARTICLE VII "CHARTER AMENDMENTS" SECTION 7.03 TO APPOINT A CHARTER REVIEW COMMITTEE EVERY TEN (10) YEARS FOLLOWING THE PUBLICATION OF THE CENSUS; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2022 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.  
{Second Reading to be held - June 9, 2022}

#### Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CORRECTING RESOLUTION NO. 2022-045 BY CLARIFYING AND CORRECTING THAT ONLY FOURTEEN THOUSAND FOUR HUNDRED AND FIFTY-FIVE DOLLARS AND ZERO CENTS (\$14,455.00) WAS NEEDED TO ISSUE THE PURCHASE ORDER FOR THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) PROGRAM STUDY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FORTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$43,000.00) OF SURTAX FUNDING TO COMPLETE THE GREEN MEADOWS DRAINAGE IMPROVEMENTS (SWRA-022) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CROWN CASTLE FIBER, LLC FOR DEDICATED INTERNET ACCESS SERVICES (DIA); AUTHORIZING A BUDGET AMENDMENT; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THIS AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$49,500.00); AND PROVIDING FOR AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH 8X8, INC. FOR VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SERVICE; AUTHORIZING A BUDGET AMENDMENT; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND

**ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THIS AGREEMENT FOR A PERIOD OF THIRTY-EIGHT MONTHS AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND FOUR HUNDRED AND FORTY-ONE DOLLARS AND THIRTY-ONE CENTS (\$65,441.31); AND PROVIDING FOR AN EFFECTIVE DATE.**

**15. Approval of Minutes**

**a. April 28, 2022 Regular Meeting**

**16. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Steve Breitkreuz, Mayor**  
**Gary Jablonski, Vice Mayor**  
**Jim Allbritton, Council Member**  
**Bob Hartmann, Council Member**  
**David Kuczenski, Council Member**

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Keith Poliakoff, Town Attorney  
**DATE:** 5/26/2022  
**SUBJECT:** Charter Amendments

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#### **Recommendation**

Town Council consideration for a motion to approve the ordinance.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

Article VII, Section 7.02 (a) (1) of the Charter of the Town of Southwest Ranches provides that the Town Council may by Ordinance propose amendments to the Town's Charter. Upon passage of the initiating ordinance the proposed amendments shall be submitted to a vote of the electors at the next general election; and

Following the Town's 2021 Charter Review Committee's review, the Town Council has authorized the Town Administrator to seek approval from the Supervisor of Elections to have these Charter Amendments placed on the November 8, 2022, general election ballot, to allow the Town's electorate to determine if the Charter should be amended.

After reviewing the Charter Review Committee recommendations at the March 10, 2022 Town Council Meeting, the Town Council identified six priority areas that should be placed on the ballot. It was determined that three would appear on the November 8, 2022 ballot and three would be placed on the ballot in

November of 2024. This ordinance addresses the three to be placed on the ballot on November 8, 2022.

**Fiscal Impact/Analysis**

Minimal costs for ballot styles to be developed by the Supervisor of Elections and translations of ballot questions into Spanish. Estimated costs are less than \$1,000.

**Staff Contact:**

Keith Poliakoff, Town Attorney

**ATTACHMENTS:**

Description	Upload Date	Type
2022 Charter Amendments Ordiannce - TA Version -Final - Amended	5/25/2022	Ordinance

**ORDINANCE NO. 2022-XXX**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENTS TO BE CONSIDERED ON THE NOVEMBER 1, 2022 GENERAL ELECTION BALLOT: TO AMEND ARTICLE II "TOWN COUNCIL" SECTION 2.04 (a) TO AMEND THE RESIDENCY REQUIREMENT FOR THE TOWN'S MAYOR; TO AMEND ARTICLE II "TOWN COUNCIL" SECTION 2.06 (c) TO CLARIFY HOW TOWN COUNCIL VACANCIES ARE FILLED; AND TO AMEND ARTICLE VII "CHARTER AMENDMENTS" SECTION 7.03 TO APPOINT A CHARTER REVIEW COMMITTEE EVERY TEN (10) YEARS FOLLOWING THE PUBLICATION OF THE CENSUS; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2022 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article VII, Section 7.02 (a) (1) of the Charter of the Town of Southwest Ranches provides that the Town Council may by Ordinance propose amendments to the Town's Charter; and

**WHEREAS**, upon passage of the initiating ordinance the proposed amendments shall be submitted to a vote of the electors at the next general election; and

**WHEREAS**, following the Town's 2021 Charter Review Committee's review, the Town Council has authorized the Town Administrator to seek approval from the Supervisor of Elections to have these Charter Amendments placed on the November 1, 2022, general election ballot, to allow the Town's electorate to determine if the Charter should be

amended; and

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF SOUTHWEST RANCHES, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**Section 2.** The Town Council hereby directs the Town Administrator to prepare a referendum for the November 1, 2022 general election proposing amendments to the Town's Charter, as set forth in Exhibit "A" attached, and in accordance with the Ballot Questions contained in Exhibit "B", attached hereto, with such changes as may be required by the Supervisor of Elections' Office to effectuate the intent of this Ordinance.

**Section 3.** The Town Council hereby directs the Town Administrator to seek approval from the Supervisor of Elections to place these proposed Charter Amendments on the general election ballot, to allow the Town's electorate to determine if the Charter should be amended.

**Section 4.** Codification.

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Charter of the Town, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

**Section 5.** Severability

If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

**Section 6.** Conflicts.

That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 7.** Effective Date.

That this Ordinance shall take effect immediately upon adoption.

**Signatures on Following Page**

**PASSED ON FIRST READING** this \_\_\_\_ day of May, 2022 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2022 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_ Ayes \_\_\_\_\_

Jablonski \_\_\_\_\_ Nays \_\_\_\_\_

Allbritton \_\_\_\_\_ Absent \_\_\_\_\_

Hartmann \_\_\_\_\_ Abstaining \_\_\_\_\_

Kuczenski \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, MMC, Assistant Town Administrator, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
1001.1027.01

## EXHIBIT "A"

### CHARTER AMENDMENTS

The Electorate shall be asked whether the Charter should be amended to effectuate the following changes:

1. Section 2.04 (a) – Mayor Election Criteria.

(a) *Mayor.* The Mayor shall be elected at large for a 4-year term by the electors of the Town in the manner provided in Article VI. The Mayor shall remain in office until his or her successor is elected and assumes the duties of the position. The Mayor must be a resident of the Town for at least four (4) years preceding the election.

2. Section 2.06 (c) – Filling of vacancies.

(b) *Filling of vacancies.* A vacancy on the Council shall be filled as follows:

- (1) The Town Council shall appoint a qualified elector to fill the vacancy within ninety (90) days by majority vote. In the event that a majority vote cannot be obtained within the ninety (90) days, the Town's Comprehensive Plan Advisory Board shall appoint a qualified elector to fill the vacancy within thirty (30) days. The appointed Council Member shall remain in office until the next regularly scheduled election, where an election will take place to either finish the unexpired portion of the original term, or commence a new term.
- (2) In the case of the Mayor, the Vice Mayor shall fill the vacancy and shall become the Acting Mayor until the next regularly scheduled election, where an election will take place to either finish the unexpired portion of the Mayor's original term or commence a new term. A new Vice Mayor will be selected at the next Town Council Meeting. The Acting Mayor may run for such election or, upon certification of the election results, shall resume that Council Member's original District Seat. In the event that the Acting Mayor's District Seat is up for election, the Acting Mayor may run for such

election, and upon certification of the election results, shall no longer be Acting Mayor.

- ~~(1) If less than 1 year remains in the unexpired term, the vacancy shall be filled by the Council within 30 days.~~
- ~~(2) If 1 year or more remains in the unexpired term, the vacancy shall be filled by a special election to be held not sooner than 60 days or more than 120 days following the occurrence of the vacancy.~~
- ~~(3) Persons filling vacancies shall meet the qualifications specified in this Article.~~
- ~~(4) If no candidate for a vacancy meets the qualifications under this Article for that vacancy, the Council shall appoint a person qualified under this Article to fill the vacancy.~~
- ~~(5) Notwithstanding any quorum requirements established herein, if at any time the full membership of the Council is reduced to less than a quorum, the remaining members may, by majority vote, appoint additional members to the extent otherwise permitted or required under this subsection.~~
- ~~(6) In the event that all the members of the Council are removed by death, disability, recall, forfeiture of office, or resignation, or any combination thereof, the Governor shall appoint interim Council members who shall call a special election within not less than 60 days or more than 120 days after such appointment. Such election shall be held in the same manner as the initial elections under this Charter. However, if there are less than 6 months remaining in the unexpired terms, the interim Council appointed by the Governor shall serve out the unexpired terms. Appointees must meet all requirements for candidates provided for in this Article.~~
- ~~(7) In the event that the Council is required to fill the vacancy, within seven (7) days of the vacancy the Town shall publish notice to seek interested qualified candidates to fill the vacancy, who must respond to the notice within fifteen (15) days of publication. The Council shall select a candidate to fill the vacancy from the interested qualified candidate list within fifteen (15) days thereafter.~~



3. Section 7.03 – Appointment of Charter Review Committee.

The Council shall appoint a Charter Review Committee once every ten (10) years following the publication of the census, which shall contain at least five registered electors who are residents of the Town and whose responsibilities shall include the review and analysis of the Charter and recommendations to the Council of proposed Charter amendments, including, without limitation, issues such as District voting versus town-wide elections for Council members. All recommendations of the Charter Review Committee shall be considered by the Council ~~at least once every 4 years~~, and the Council may by ordinance propose amendments to this Charter upon recommendation of the Charter Review Committee. Upon passage of the initiating ordinance, the Council shall submit the proposed amendment to a vote of the electors of the Town at the next general election held within the Town or at a special election called for such purpose.

**EXHIBIT "B"**

**SAMPLE BALLOT QUESTION  
GENERAL ELECTION  
NOVEMBER 1, 2022**

**SOUTHWEST RANCHES  
AMENDMENT #1  
TOWN MAYOR RESIDENCY REQUIRMENT.**

Should the Charter of the Town of Southwest Ranches be amended to require the Town Mayor to be a resident of the Town for at least four (4) years preceding the election?

Shall the above-described amendment be adopted?

YES ☐  
NO ☐

**SOUTHWEST RANCHES  
AMENDMENT #2  
FILLING COUNCIL VACANCIES.**

Should the Charter of the Town of Southwest Ranches be amended to require the Town Council to fill a Council vacancy within ninety days and to provide that the appointment shall remain in office until the next regularly scheduled election? In the case of the Mayor, the Vice Mayor would become the Acting Mayor until the next regularly scheduled election.

Shall the above-described amendment be adopted?

YES ☐  
NO ☐

SOUTHWEST RANCHES  
AMENDMENT #3  
APPOINTMENT OF THE CHARTER REVIEW COMMITTEE.

Should the Charter of the Town of Southwest Ranches be amended to require the Town Council to appoint a Charter Review Committee once every ten years following the publication of the census.

Shall the above-described amendment be adopted?

YES ☐  
NO ☐

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**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Emily Aceti, Community Services Manager  
**DATE:** 5/26/2022  
**SUBJECT:** Corrective Resolution for Transportation Surface and Drainage Ongoing Rehabilitation Study Budget Amendment

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#### **Recommendation**

To place this item on the agenda for Council consideration and approval.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

The Town desires to update the Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program with the goal of preserving and extending the life of the Town's asphalt paved streets and provide an acceptable level of service on roadside drainage. To meet this goal, the Town Council approved Resolution 2022-045 that issued a Purchase Order in the amount of \$64,455 to Kimley Horn and Associates, Inc. The Resolution also approved a budget amendment to the Fiscal Year 2021-2022 Town Budget totaling \$64,455. However, the Town already budgeted \$50,000 in the Fiscal Year 2021-2022 Town Budget. Therefore, the budget amendment should have only been for \$14,455. This Resolution corrects this error.

### **Fiscal Impact/Analysis**

The Town budgeted \$50,000 for this study in Fiscal Year 2021-2022 adopted budget. A budget amendment to the Fiscal Year 2021-2022 is needed for funding via a transfer from General Fund unassigned Fund Balance to the Transportation fund. Listed below is the correction of Resolution No. 2022-045 and the correct budget amendment for Fiscal Year 2021-2022, increasing the Town budgeted amount of \$50,000 to \$64,455.

### **TRANSPORTATION FUND – Correcting Resolution No. 2022-045**

#### **Expenditure Decrease:**

Professional Services/Studies/Surveys (101-5100-541-31010)	\$64,455
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#### **Revenues Decrease:**

Transfer from General Fund (101-0000-381-38101)	\$64,455
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### **GENERAL FUND**

#### **Revenues Decrease:**

Appropriated Fund Balance (001-0000-399-39900)	\$64,455
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#### **Expenditure Decrease:**

Transfer to Transportation Fund (001-3900-581-91101)	\$64,455
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### **TRANSPORTATION FUND – TSDOR Budget Amendment**

#### **Expenditure Increase:**

Professional Services/Studies/Surveys (101-5100-541-31010)	\$14,455
------------------------------------------------------------	----------

#### **Revenues Increase:**

Transfer from General Fund (101-0000-381-38101)	\$14,455
-------------------------------------------------	----------

### **GENERAL FUND**

#### **Revenues Increase:**

Appropriated Fund Balance (001-0000-399-39900)	\$14,455
------------------------------------------------	----------

#### **Expenditure Increase:**

Transfer to Transportation Fund (001-3900-581-91101)	\$14,455
------------------------------------------------------	----------

### **Staff Contact:**

Rod Ley, P.E., Public Works Director  
Emily Aceti, Community Services Manager  
Emil Lopez, Town Financial Administrator  
Venessa Redman, Senior Procurement and Budget Officer

### **ATTACHMENTS:**

Description	Upload Date	Type
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## **RESOLUTION NO. 2022-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CORRECTING RESOLUTION NO. 2022-045 BY CLARIFYING AND CORRECTING THAT ONLY FOURTEEN THOUSAND FOUR HUNDRED AND FIFTY-FIVE DOLLARS AND ZERO CENTS (\$14,455.00) WAS NEEDED TO ISSUE THE PURCHASE ORDER FOR THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) PROGRAM STUDY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 14, 2022, pursuant to Resolution 2022-045 the Town Council approved a budget amendment to issue a Purchase Order in the amount of Sixty-Four Thousand Four Hundred Fifty-Five Dollars and Zero Cents (\$64,455.00) to complete a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program study; and

**WHEREAS**, the Resolution did not account for the Fifty Thousand Dollars and Zero Cents (\$50,000.00) that was budgeted for in the Fiscal Year 2021-2022 Adopted Budget; and

**WHEREAS**, the Town Council wishes to correct and clarify Resolution No. 2022-045 to reflect that a budget amendment of only Fourteen Thousand Four Hundred and Fifty-Five Dollars and Zero Cents (\$14,455.00) was needed to issue the Purchase Order.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council hereby corrects the budget amendment to the Fiscal Year 2021-2022 Town Budget for funding via a transfer from General Fund unassigned Fund Balance to the Transportation Fund. Listed below is the correction of Resolution No. 2022-045 and the correct budget amendment for Fiscal Year 2021-2022, increasing the Town budgeted amount of \$50,000 to \$64,455, as it was originally intended.

### **TRANSPORTATION FUND – Correcting Resolution No. 2022-045**

#### **Expenditure Decrease:**

Professional Services/Studies/Surveys (101-5100-541-31010)	\$64,455
------------------------------------------------------------	----------

#### **Revenues Decrease:**

Transfer from General Fund (101-0000-381-38101)	\$64,455
-------------------------------------------------	----------

### **GENERAL FUND**

#### **Revenues Decrease:**

Appropriated Fund Balance (001-0000-399-39900)	\$64,455
------------------------------------------------	----------

**Expenditure Decrease:**

Transfer to Transportation Fund (001-3900-581-91101)	\$64,455
------------------------------------------------------	----------

**TRANSPORTATION FUND – TSDOR Budget Amendment**

**Expenditure Increase:**

Professional Services/Studies/Surveys (101-5100-541-31010)	\$14,455
------------------------------------------------------------	----------

**Revenues Increase:**

Transfer from General Fund (101-0000-381-38101)	\$14,455
-------------------------------------------------	----------

**GENERAL FUND**

**Revenues Increase:**

Appropriated Fund Balance (001-0000-399-39900)	\$14,455
------------------------------------------------	----------

**Expenditure Increase:**

Transfer to Transportation Fund (001-3900-581-91101)	\$14,455
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**Section 4. Effectuation.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**[SIGNATURES ON FOLLOWING PAGE]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches,

Florida, this \_\_\_\_ day of \_\_\_\_\_ on a motion by \_\_\_\_\_ and seconded by

\_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Steve Breitkreuz, Mayor

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
1001.1029.01

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## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Emily McCord Aceti, Community Services Manager  
**DATE:** 5/26/2022  
**SUBJECT:** Green Meadows Drainage - Broward County Grant

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### **Recommendation**

To place this item on the agenda for Council consideration and approval.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

### **Background**

The Town desires to complete a drainage improvement project in Green Meadows along the SW 54<sup>th</sup> Place right-of-way between SW 160<sup>th</sup> Avenue and SW 162<sup>nd</sup> Avenue and has pursued grant funding to do so. The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the project.

The Town was awarded a \$200,000 grant from the Florida Department of Environmental Protection with an estimated \$100,000 match for Dykes Road Drainage Improvements. The project was divided into two phases. The first phase consisted of a total of 804 lineal feet of 18" CAMP that was lined with Cured-in-Place Pipe (CIPP), over 14 individual, separate locations along Dykes Road. These improvements were completed for \$79,099.60.

The second phase is a connection from Dykes Road to existing infrastructure just east of SW 163<sup>rd</sup> Avenue along SW 54<sup>th</sup> Place right-of-way.

In November 2018, Broward County voters approved a 30-year sales surtax (also known as “Penny for Transportation”) to fund statutorily permissible transportation expenditures. Needing additional funding for the project, the Town submitted the project for funding consideration. The project has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

### **Fiscal Impact/Analysis**

A breakdown of available project funding is below.

<b>Source</b>	<b>Amount</b>
Town	\$100,000.00
Florida Department of Environmental Protection	\$120,900.40
Broward County Surtax	\$43,000.00
<b>TOTAL</b>	<b>\$263,900.40</b>

Kevin Hart, District Director of South Broward Drainage District, graciously prepared the engineering plans and specifications. This project will be competitively bid in Fiscal Year 22 and constructed in Fiscal Year 23. The project was budgeted for in Fiscal Year 22, and will require a carryover of remaining funds into Fiscal Year 23.

### **Staff Contact:**

Rod Ley, P.E., Town Engineer

Emily Aceti, Community Services Manager

Emil Lopez, Town Financial Administrator

Venessa Redman, Senior Procurement & Budget Officer

### **ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	4/21/2022	Resolution
Grant Agreement	5/18/2022	Agreement

## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FORTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$43,000.00) OF SURTAX FUNDING TO COMPLETE THE GREEN MEADOWS DRAINAGE IMPROVEMENTS (SWRA-022) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to complete a drainage improvement project in Green Meadows along the SW 54<sup>th</sup> Place right-of-way between SW 160<sup>th</sup> Avenue and SW 162<sup>nd</sup> Avenue; and

**WHEREAS**, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the project; and

**WHEREAS**, in November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures; and

**WHEREAS**, the Green Meadows Drainage Improvement Project has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Broward County to receive Forty-Three Thousand Dollars and Zero Cents (\$43,000.00) of Surtax funding to complete the Town's drainage improvement as outlined in the Agreement attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the

same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2022 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.1008.01



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST  
RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
GREEN MEADOWS ROADWAY DRAINAGE (SWRA-022)**

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Southwest Ranches, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means Emily Aceti, Community Service Manager.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term “Subcontractor” includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor’s or Consultant’s acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Project Description and Project Schedule</b>
<b>Exhibit B</b>	<b>Funding Schedule</b>
<b>Exhibit C</b>	<b>Reporting Requirements</b>
<b>Exhibit D</b>	<b>Form Contracts</b>
<b>Exhibit E</b>	<b>Municipal Resolution Authorizing Execution of Agreement</b>

## **ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING**

- 3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and

tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an

amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty

(60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

### 3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days’ written notification to the Contract Administrator and the County Attorney’s Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation

(or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)

- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on May 15, 2023 ("Initial Term"), unless extended pursuant to Section 4.2.

4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

#### **ARTICLE 5. FUNDING AND SURETY**

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipality's Town Administrator, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Construction	43,000.00
<b>MAXIMUM FUNDING AMOUNT:</b>	43,000.00

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support,



and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded

to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

## **ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION**

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition,

Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way.

County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

## **ARTICLE 7. INDEMNIFICATION**

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

## **ARTICLE 9. TERMINATION**

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project



Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

## **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. There is no CBE goal for the Project.

## **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving

party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for

notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator  
Attn: Monica Cepero  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: mcepero@broward.org

*With a copy to:*

Broward County Attorney's Office:  
Attn: Angela J. Wallace  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Keith M. Poliakoff, Esq.  
200 S. Andrews Avenue, Suite 600  
Fort Lauderdale, FL 33301  
Email address: kpoliakoff@govlawgroup.com

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without

limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

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

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest.

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

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

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105,

Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
William J. Bucciero (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel

AJW/WJB/hb  
Municipal Interlocal Agreement SWRS-022  
5/11/2022  
#22-114.00



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: GREEN MEADOWS ROADWAY DRAINAGE (SWRA- 022)**

MUNICIPALITY

ATTEST:

TOWN OF SOUTHWEST RANCHES

\_\_\_\_\_  
Russell Muñiz, Town Clerk

By: \_\_\_\_\_  
Steve Breitkreuz, Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2022

I HEREBY CERTIFY that I have approved  
this Agreement as to form and legal  
sufficiency subject to execution by the parties:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

**EXHIBIT A**  
**Project Description and Project Schedule**

**1. Project:**

Green Meadow roadway drainage improvements consist of excavation, clearing, installation of 1,500 linear feet of reinforced concrete (RCP) drainage pipe, installation of Florida Department of Transportation (FDOT) specified drainage inlets and associated grates, associated erosion control measures, swale re-grading, street and driveway restoration, and installation of grass sod along SW 162nd Avenue, SW 160th Avenue, and along drainage easements that connect the two roads as further detailed in the signed and sealed plans and specifications ("Scope of Work") attached hereto as Exhibit A-1 ("Project").

The following items are not eligible for transportation surtax funding:

- Decorative lighting and road signage, brick pavers, and similar items.
- Landscaping improvements that are not within the public right of way.
- Utility system adjustments.
- A shared conduit that includes use for any purpose other than the County's public transportation system.
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size; and improvements to address runoff from private roads and/or developments.

Improvements to a public road stormwater system that address drainage deficiencies are eligible for transportation surtax funding, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage work and may include the width of the road right-of-way plus up to ten (10) feet on each side of the right-of-way to calculate the eligible size of the stormwater system.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

**2. Deliverables:**

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

**DELIVERABLES: Construction**

<b>No.</b>	<b>Description</b>	<b>Duration/Deadline</b>	<b>Acceptance Criteria</b>
<b>0</b>	Execution of ILA between County and City	May 12, 2022	ILA executed by Municipality
<b>1</b>	Project Construction Advertising Bid, Award, Construction Contract execution	90 days after ILA Execution	Approved Solicitation; Fully Executed Construction Agreement
<b>2</b>	Notice to Proceed (NTP) and Commencement	10 days after ILA Execution	NTP Issued by Municipality
<b>3</b>	Substantial Completion	120 days after NTP issued to Contractor	Includes punchlist items, final inspections, and non-substantial work items
<b>4</b>	Final Completion	150 days after NTP issued to Contractor	Project is certified, Consultant/Engineer/PM's Notice of Acceptability presented to City, and Final Payment Issued

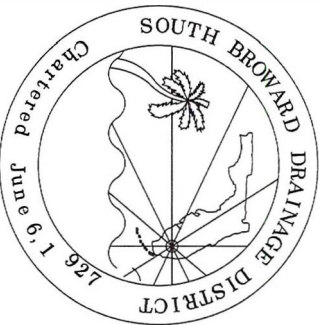
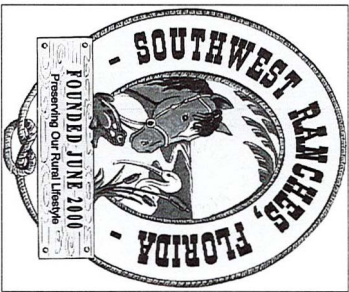
**3. Project Schedule:**

<b>Description</b>	<b>Deadline</b>
County and City execution of Project Specific ILA	June 1, 2022
Bid Advertisement	June 10, 2022
Bid Award and Construction Contract Execution	September 8, 2022
Notice to Proceed	September 18, 2022
Substantial Completion	January 16, 2023
Final Project Completion	February 15, 2023

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# TOWN OF SOUTHWEST RANCHES & SOUTH BROWARD DRAINAGE DISTRICT S.W. 54th PLACE/DYKES ROAD DRAINAGE IMPROVEMENTS

TOWN OF SOUTHWEST RANCHES  
13400 GRIFFIN ROAD  
SOUTHWEST RANCHES, FLORIDA 33330



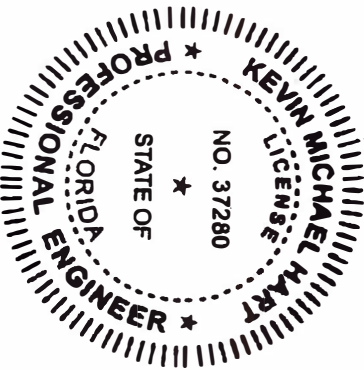
SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160th AVE.  
SOUTHWEST RANCHES, FLORIDA 33331



Know what's below.  
Call before you dig.

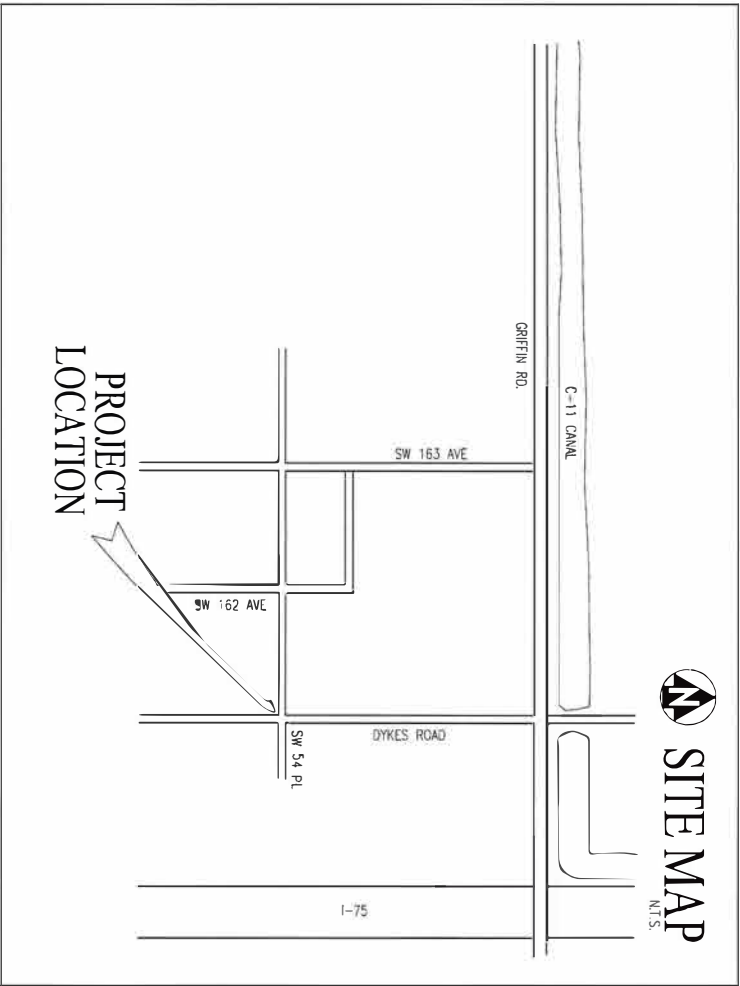
## DRAWING INDEX:

COVER SHEET	
54 PI & Dykes Rd PAVING & DRAINAGE PLAN 1	- 1
54 PI & Dykes Rd PAVING & DRAINAGE PLAN 2	- 2
54 PI & Dykes Rd PAVING & DRAINAGE PLAN 3	- 3
54 PI & Dykes Rd PAVING & DRAINAGE PLAN 4	- 4
54 PI & Dykes Rd EROSION CONTROL PLAN 1	- 5
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54 PI & Dykes Rd EROSION CONTROL PLAN 3	- 7
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PAVING & DRAINAGE DETAILS	- 9
EROSION CONTROL DETAILS	- 10
SURVEY	- 11



*Kevin Michael Hart*  
Kevin Michael Hart  
Florida P.E. No. 37280

*3/10/2022*





KEY MAP

NO SCALE



Kevin Michael Hart  
Florida P.E. No. 37280

3/10/2022

MATCHLINE A-A  
SEE THIS SHEET

NOTE:  
PRIOR TO STARTING CONSTRUCTION, CONTRACTOR SHALL  
LOCATE AND UNCOVER EXISTING UNDERGROUND CABLE  
AND COORDINATE ANY CONFLICTS WITH THE SBDD.

## PAVING AND DRAINAGE PLAN

### NOTES

1. See Soils Report prepared by EastCoast Testing & Engineering, Inc. dated April 25, 2017 for locations and data on existing subsurface conditions, including the depth and hardness of the underlying soils.
2. There shall be no Change Orders or additional payments under this contract due to the hardness of the underlying rock or the depth to the water table. The Contractor shall perform any site investigations and obtain any additional information as they deem necessary to determine the extent of the work and equipment required to excavate the canal and to install the drainage culverts and structures as indicated in the Contract Documents.
3. See topographic survey prepared by Baxter & Woodman, Consulting Engineers, dated February, 2021, for information and data on existing ground elevations.
4. All existing trees within the limits of construction shall be removed by the Contractor, as necessary.
5. The existing fencing within the limits of construction shall be removed by the Contractor as needed to complete the project. Any existing fencing removed by the Contractor shall be replaced to a condition equal to or better than before this project.
6. All elevations shown on this plan are based on the North American Vertical Datum of 1988 (NAVD 88). The conversion from North American Vertical Datum of 1988 (NAVD 88) to the National Geodetic Vertical Datum of 1929 (NGVD 29) is: NAVD 88 = NGVD 29 - 1.31'
7. Contractor shall verify the location, size, material, and depth of all existing underground utility lines prior to beginning the work.
8. Contractor shall exercise extreme caution when working under and around existing overhead electric lines. Contractor shall notify and coordinate with FPL on any safety or other issues regarding overhead power lines.
9. Contractor shall coordinate with FPL, as necessary, to secure any existing power poles in the vicinity of the proposed construction work. The cost to secure any existing power poles shall be included in the lump price for the project.
10. Contractor shall submit a Maintenance of Traffic (MOT) Plan to the Town of Southwest Ranches for approval for any impacts to the flow of traffic on local roads, including Dykes Road, SW 162nd Avenue, or SW 163rd Avenue.
11. All excess fill from the drainage installation shall be removed from the site by the Contractor.
12. The limits of the Project area shall be restored with sod that matches the surrounding sod. Contractor shall be responsible for watering of the sod until final acceptance of the work.
13. Contractor shall be responsible to completely restore the limits of construction including, but not limited to, sod, irrigation, fencing, concrete aprons, and pavement.
14. Any required density tests or material testing shall be paid for by the Contractor.
15. All required survey layouts and as-built surveys shall be paid for by the Contractor.
16. Contractor shall install a 12" concrete apron (4" thick) around all new drainage basins.
17. Contractor shall comply with all requirements of Section 403.0885, Florida Statutes for NPDES, including, but not limited to, filing a Notice of Intent.

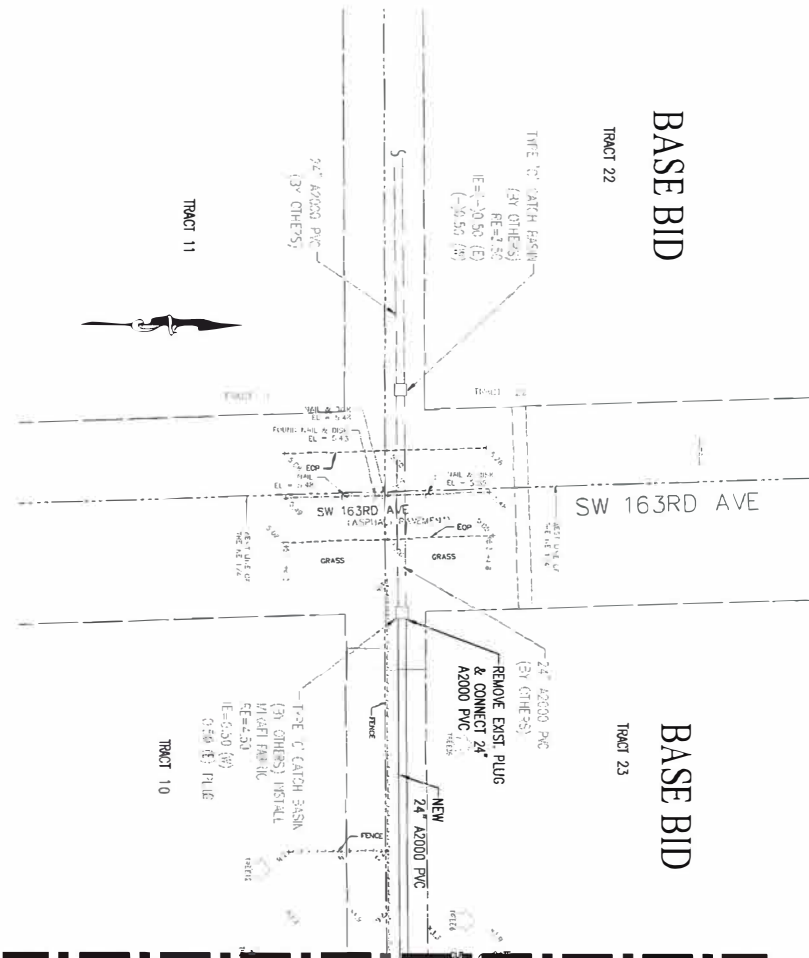
### BASE BID

TRACT 22

### BASE BID

TRACT 23

MATCHLINE A-A  
SEE THIS SHEET



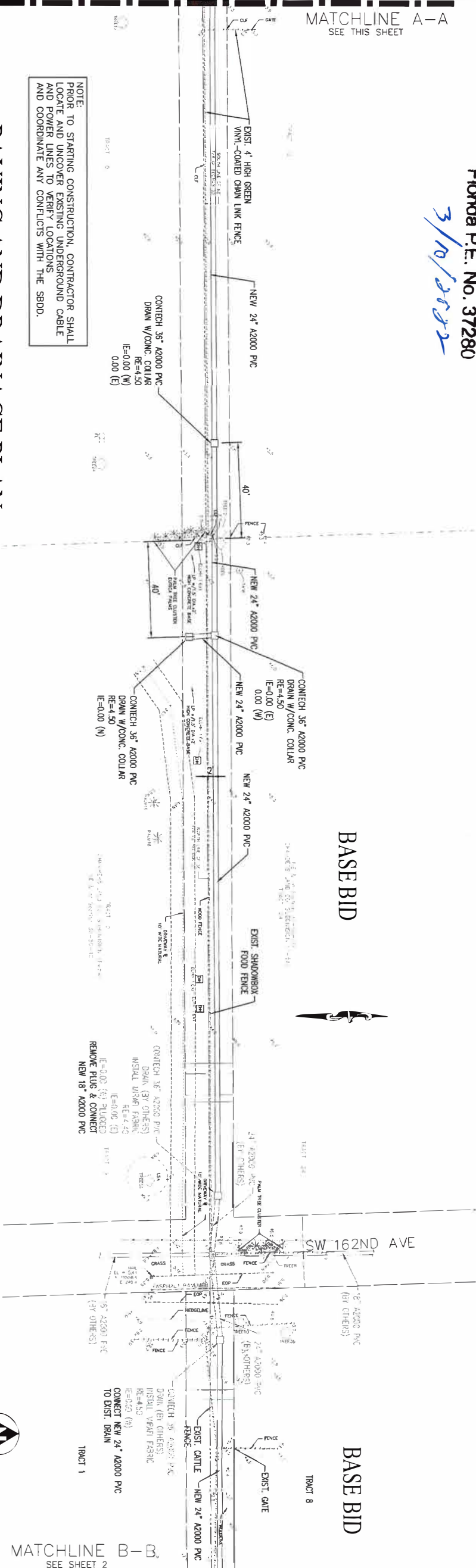
### BASE BID



### BASE BID

TRACT 8

MATCHLINE B-B  
SEE SHEET 2



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SOUTH FORWARD DRAINAGE DISTRICT		PAVING AND DRAINAGE PLAN	
6521 SW 160TH AVE.		S.W. 54th PL/DYKES ROAD IMPROVEMENT PROJECT	
SOUTHWEST RANCHES, FLORIDA 33531		SOUTHWEST RANCHES, FLORIDA	

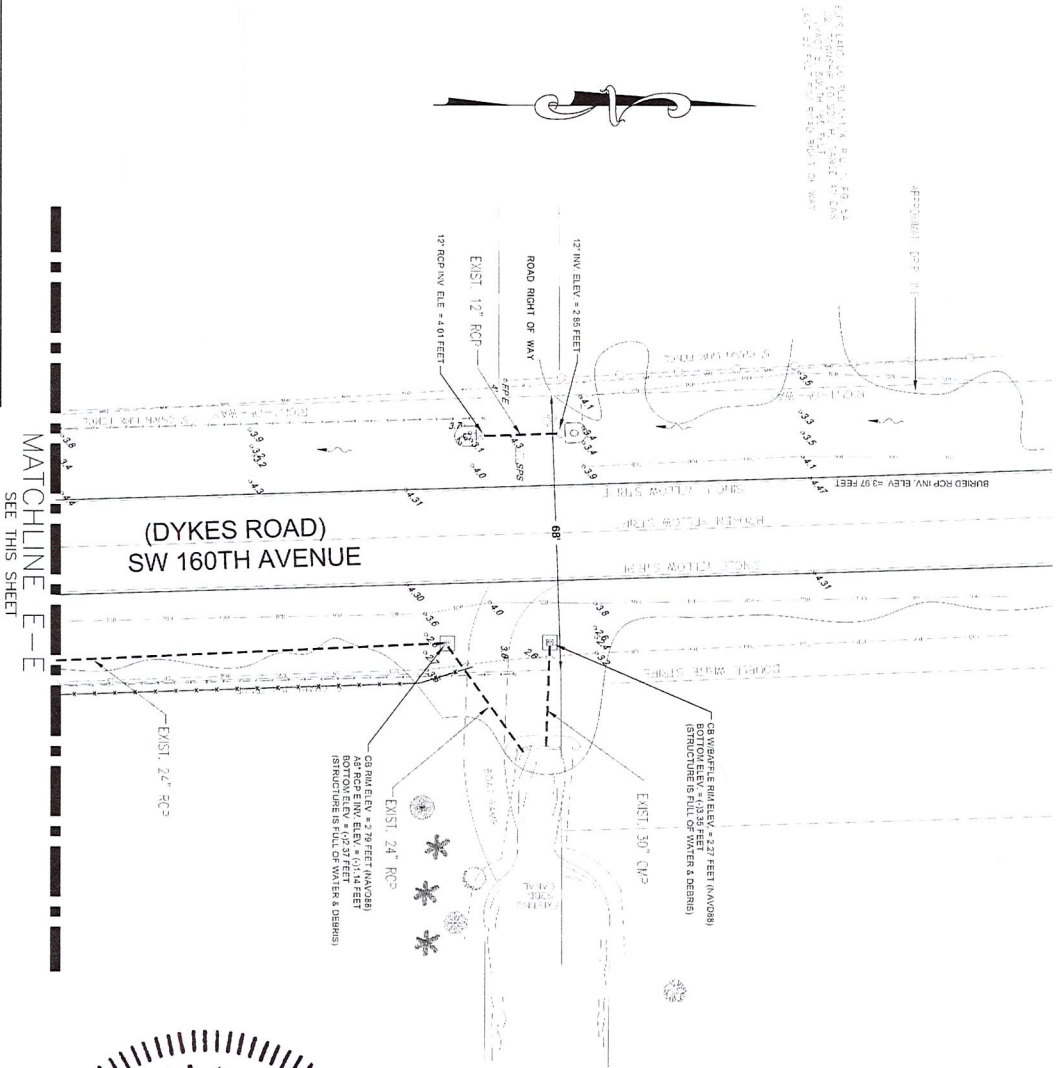
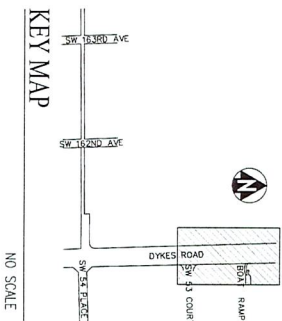
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CHECKED BY	PROJECT FILE	
DATE	10-15-21	1 OF 11





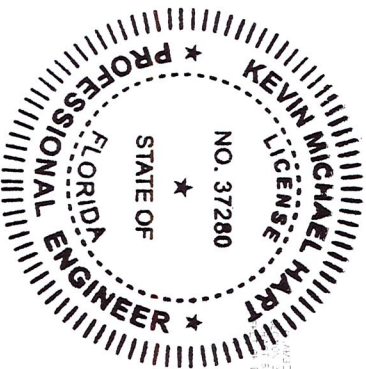






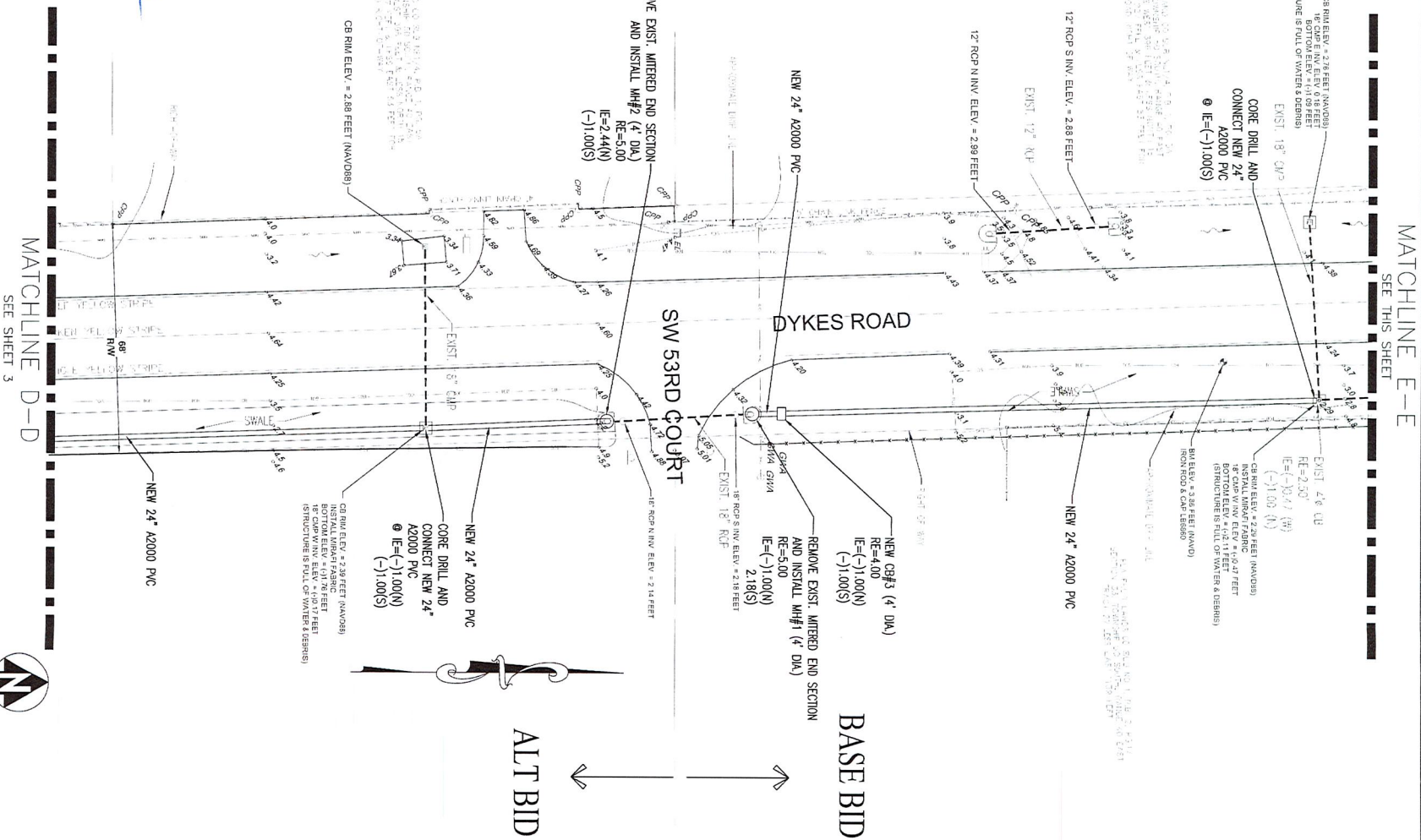
NOTE: TO STARTING CONSTRUCTION, CONTRACTOR SHALL LOCATE AND UNCOVER EXISTING UNDERGROUND CABLE AND POWER LINES TO VERIFY LOCATIONS AND COORDINATE ANY CONFLICTS WITH THE SBD.

## PAVING AND DRAINAGE PLAN



Kevin Michael Hart  
Florida P.E. No. 37280

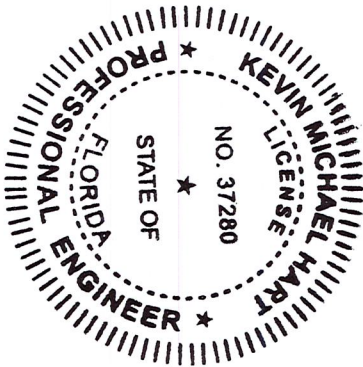
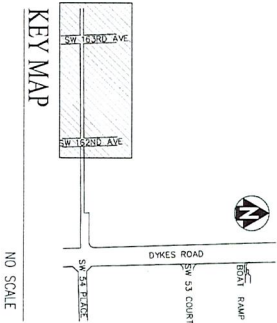
3/10/2022



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SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160th AVE. SOUTHWEST RANCHES, FLORIDA 33551	PAVING AND DRAINAGE PLAN S.W. 54th PL/DYKES ROAD IMPROVEMENT PROJECT SOUTHWEST RANCHES, FLORIDA
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DRAWN BY: JMS.	SCALE: AS NOTED	SHEET
APPROVED BY: K.M.H.	PROJECT NO.	4 OF 11
DATE: 10-15-21	SUB FILE	



MATCHLINE A-A  
SEE THIS SHEET

*Kevin Michael Hart*  
Kevin Michael Hart  
Florida P.E. No. 37280  
3/10/2022

NOTE:  
PRIOR TO STARTING CONSTRUCTION, CONTRACTOR SHALL  
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## EROSION CONTROL PLAN

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SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160TH AVE.  
SOUTHWEST RANCHES, FLORIDA 33551

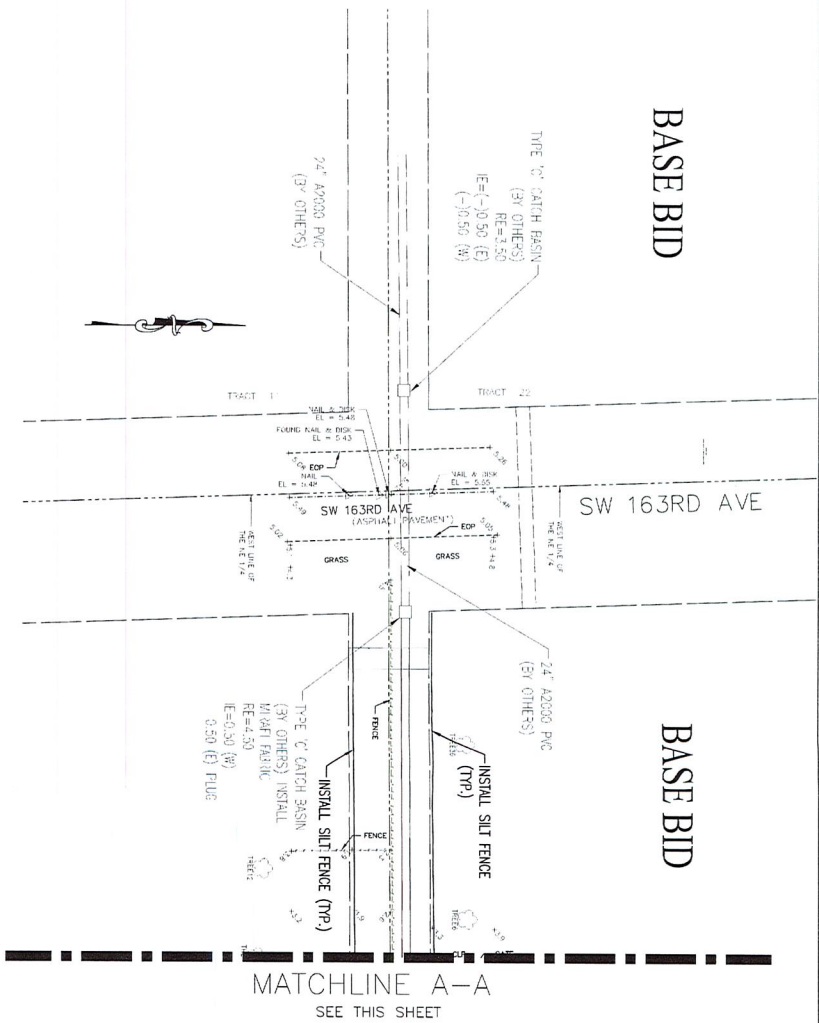
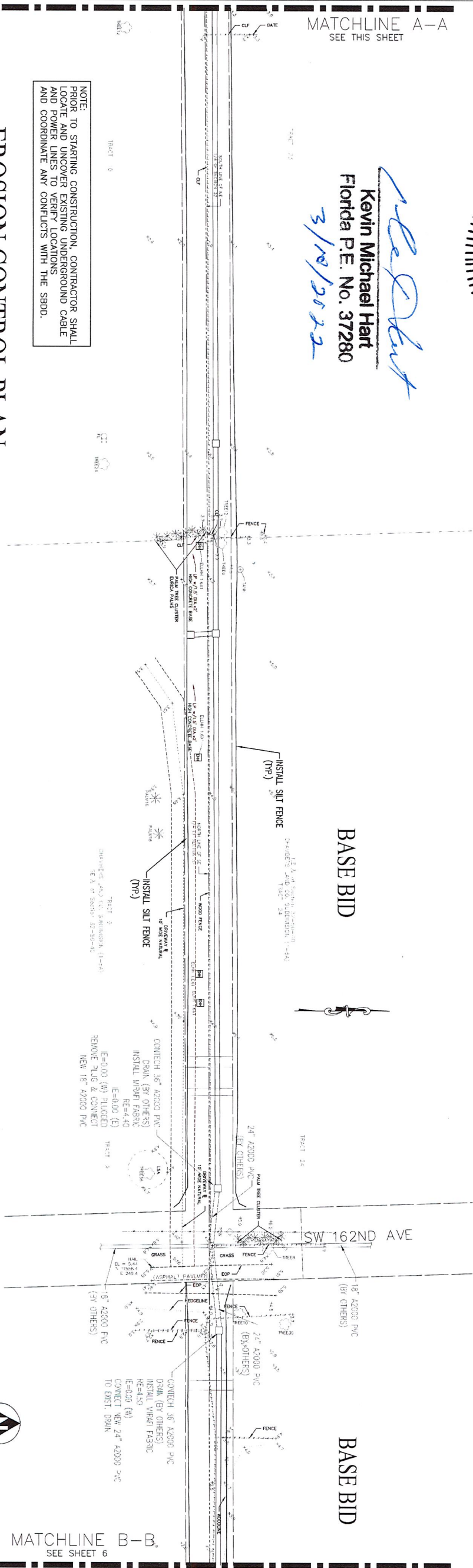
EROSION CONTROL PLAN  
S.W. 54th PL/DYKES ROAD IMPROVEMENT PROJECT  
SOUTHWEST RANCHES, FLORIDA

DESIGNED BY:  
J.K.S.  
K.M.H.  
DATE: 10-15-21

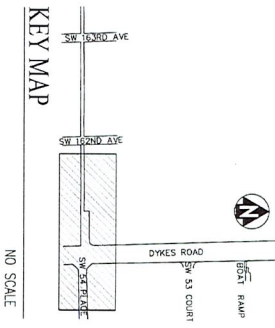
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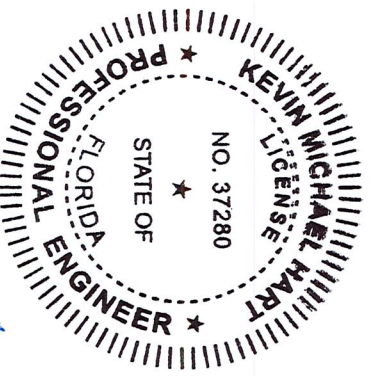






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# EROSION CONTROL PLAN

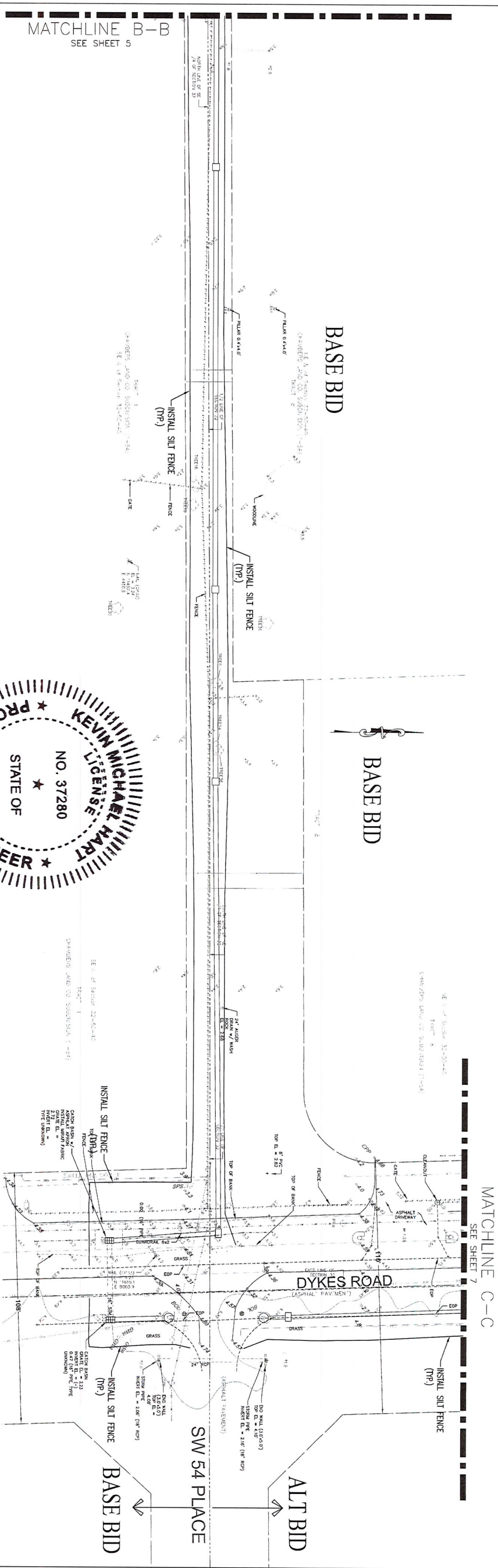


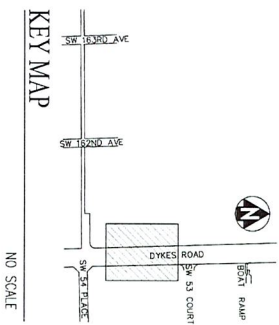
*Kevin Michael Hart*  
**Kevin Michael Hart**  
Florida P.E. No. 37280  
3/10/2022

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SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160th AVE. SOUTHWEST RANCHES, FLORIDA 33331				EROSION CONTROL PLAN S.W. 54th PL/DYKES ROAD IMPROVEMENT PROJECT SOUTHWEST RANCHES, FLORIDA			
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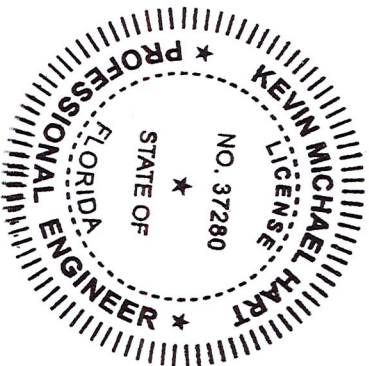
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APPROVED BY K.M.H.	PROJECT NO. C&D FILE	
DATE 10-15-21		



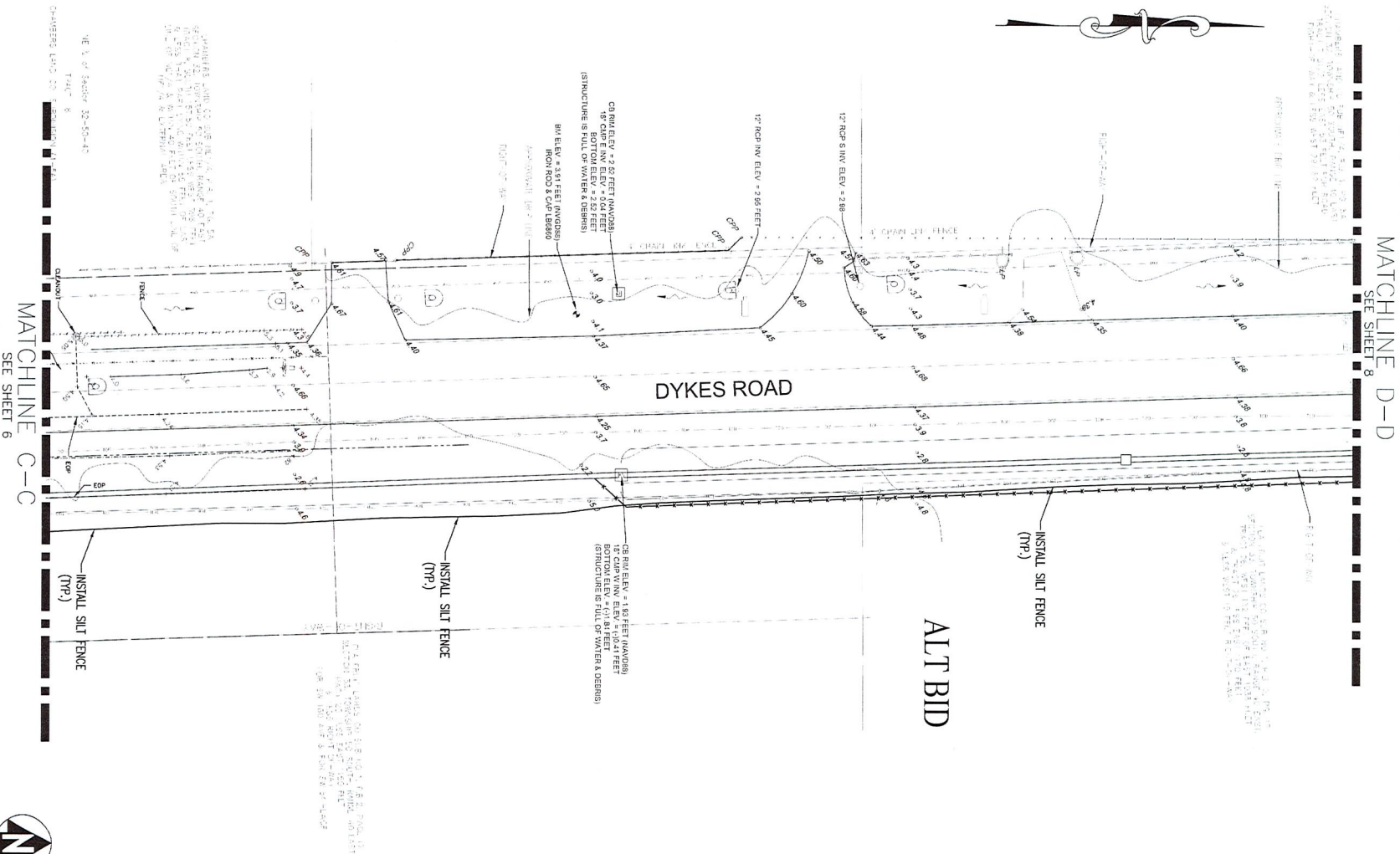


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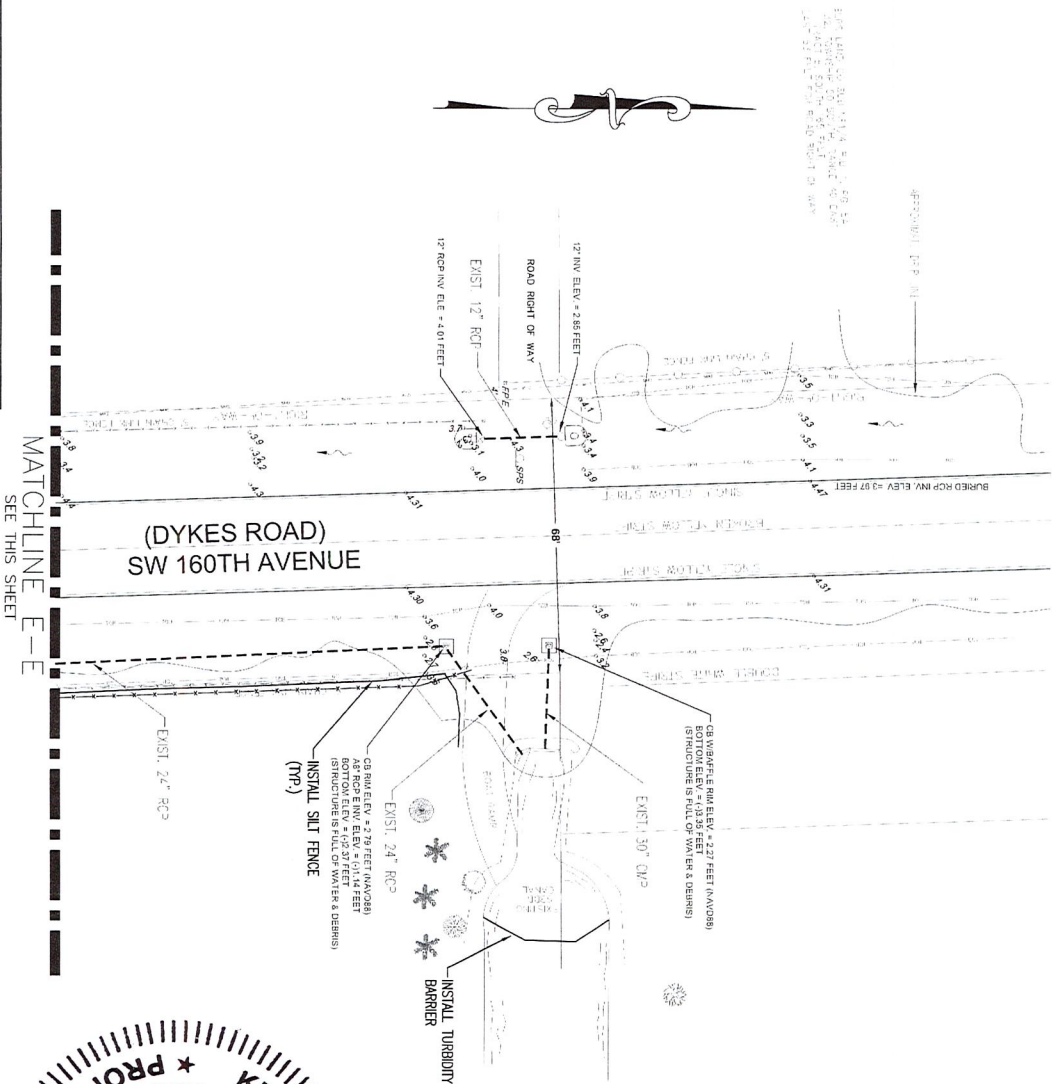
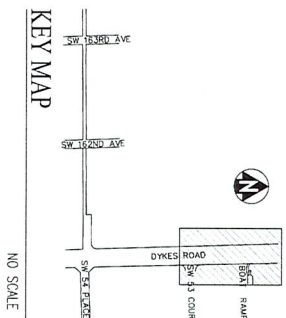
*Kevin Michael Hart*  
Kevin Michael Hart  
Florida P.E. No. 37280  
3/10/2022



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SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160th AVE. SOUTHWEST RANCHES, FLORIDA 33331	EROSION CONTROL PLAN S.W. 54th PL/DYKES ROAD IMPROVEMENT PROJECT SOUTHWEST RANCHES, FLORIDA	DRAWN BY: JMS. APPROVED BY: K.M.H. DATE 10-15-21	SCALE: AS NOTED PROJECT NO. S&B FILE	SHEET 7 OF 11
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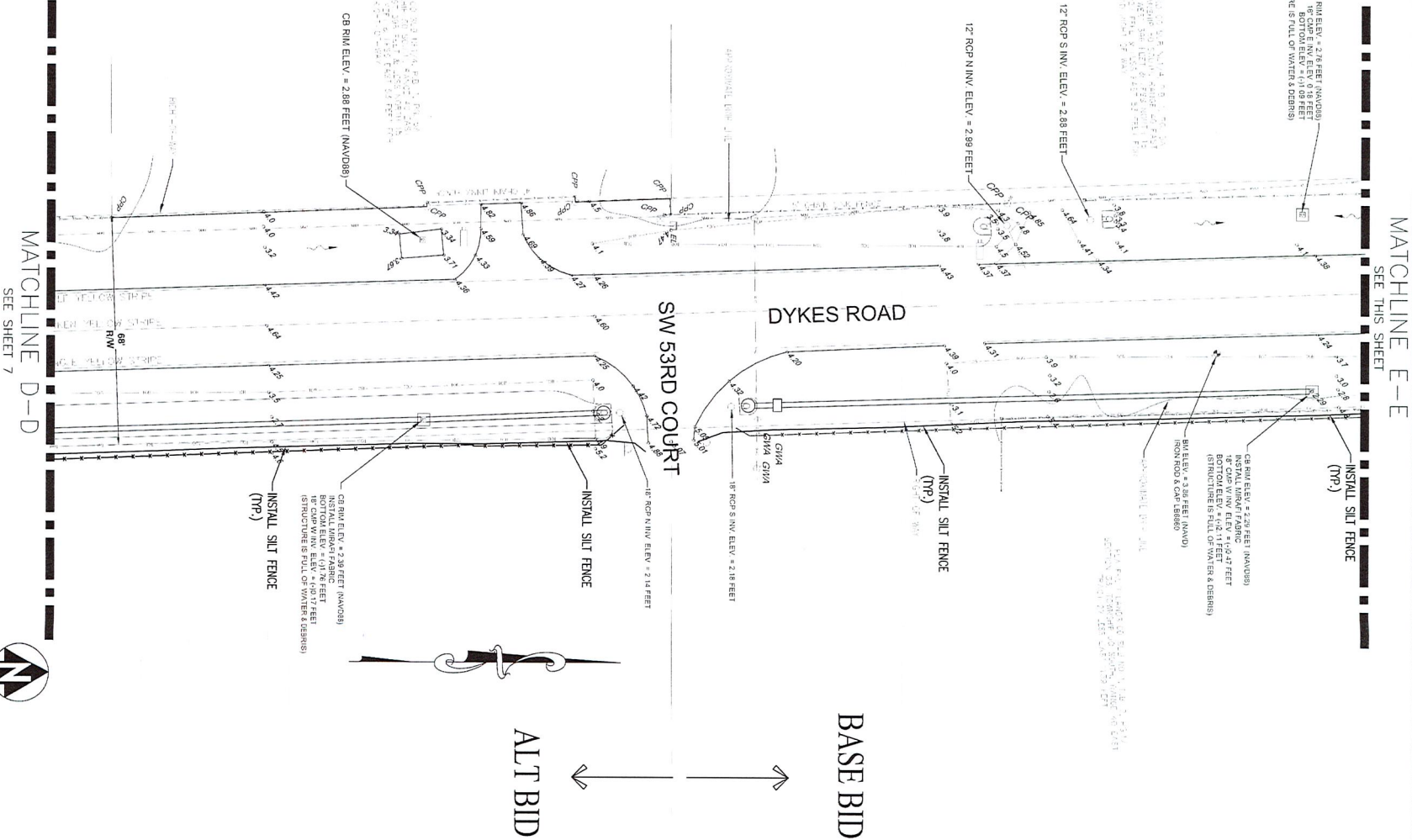


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## EROSION CONTROL PLAN



Kevin Michael Hart  
Florida P.E. No. 37280  
3/15/2022

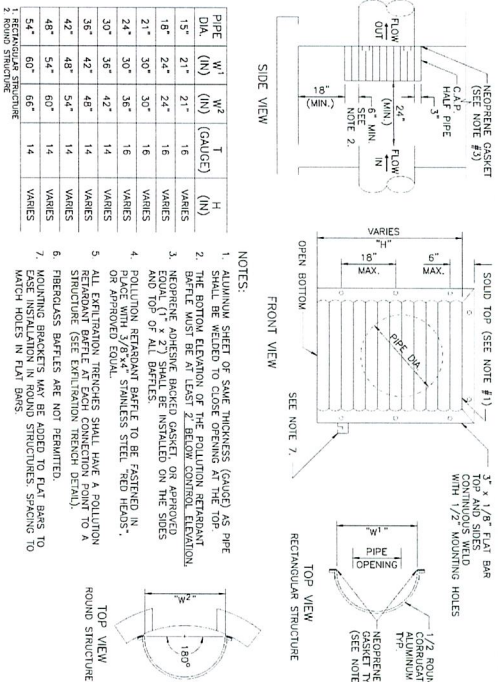


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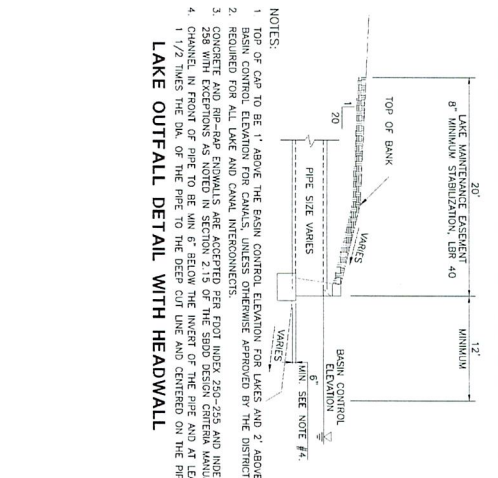
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SOUTH TOWARD DRAINAGE DISTRICT	EROSION CONTROL PLAN	DRAWN BY: JKS.	SCALE: AS NOTED	SHEET
6591 SW 160th AVE.	S.W. 54th PL/DYKES ROAD IMPROVEMENT PROJECT	CHECKED BY: KMH.	PROJECT NO.	8 OF 11
SOUTHWEST RANCHES, FLORIDA 33551	SOUTHWEST RANCHES, FLORIDA	DATE 10-15-21	SUB FILE	



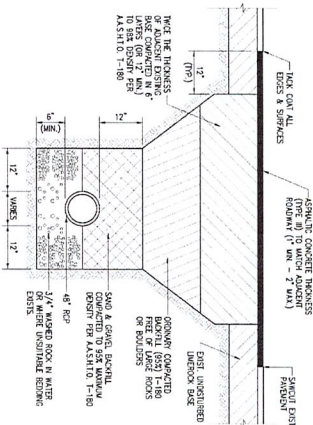


- NOTES:
1. ALUMINUM SHEET OF SAME THICKNESS (GAGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
  2. THE BOTTOM ELEVATION OF THE POLLUTION RETARDANT Baffle MUST BE AT LEAST 2\"/>

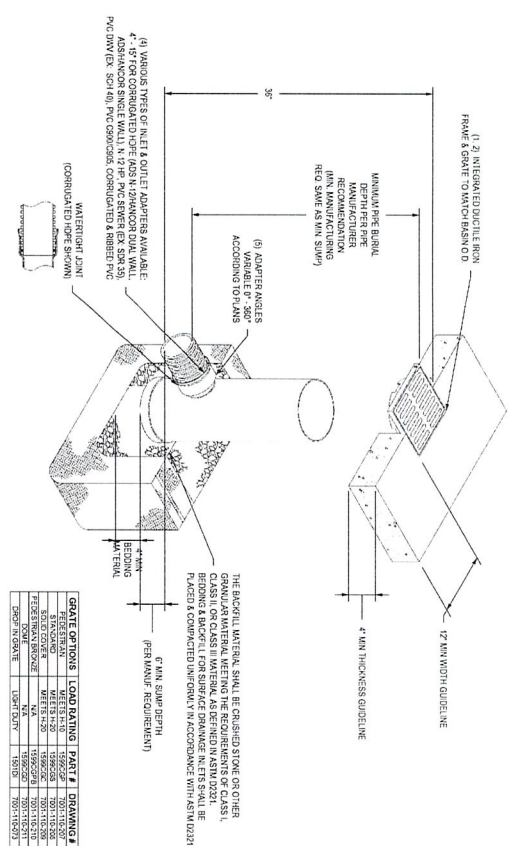


- NOTES:
1. TOP OF C&G TO BE 1' ABOVE THE BASIN CONTROL ELEVATION FOR LAKES AND 7' ABOVE BASIN CONTROL ELEVATION FOR CANALS, UNLESS OTHERWISE APPROVED BY THE DISTRICT.
  2. REQUIRED FOR ALL LAKE AND CANAL INTERCONNECTIONS.
  3. CONCRETE AND RIP-RAP EXTERNALS ARE ACCEPTED PER FDOT INDEX 250-255 AND INDEX 258 WITH IN FRONT OF THE HEADWALL. THE SLOPE OF THE PAVING AT LEAST 1\"/>

# PAVEMENT RESTORATION DETAIL



1. GRANULAR SUBGRADE SHALL BE EXPOSED FOR RAS ASB. USE GRADE 10-80.
2. FRACTION SHALL BE EXPOSED FOR RAS ASB. USE GRADE 10-80.
3. FRACTION SHALL BE EXPOSED FOR RAS ASB. USE GRADE 10-80.
4. FRACTION SHALL BE EXPOSED FOR RAS ASB. USE GRADE 10-80.
5. FRACTION SHALL BE EXPOSED FOR RAS ASB. USE GRADE 10-80.

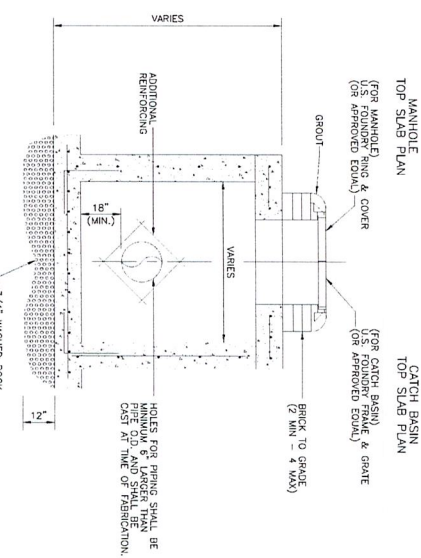


GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTAL	MEETS H-10	1599C6P	7001-110-307
STANDARD	MEETS H-20	1599C6B	7001-110-308
SOLID COVER	MEETS H-20	1599C6C	7001-110-309
PEDESTAL BROWZOE	NA	1599C6P8	7001-110-310
DOVE	NA	1599C6D	7001-110-311
DROP IN GRATE	LIGHT DUTY	1590D1	7001-110-673

# 15\"/>

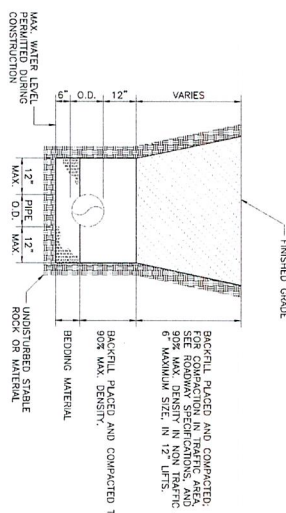
# PRECAST CATCH BASIN AND MANHOLE DETAIL

(ALL FOOT TYPE STRUCTURES ARE APPROVED)



# TRENCH ECAVATION DETAIL

- NOTES:
1. WHERE SOIL CONDITIONS CANNOT BE MAINTAINED AS SHOWN, EXCAVATION SHALL BE REDESIGNED BY THE DISTRICT ENGINEER.
  2. WHERE REQUIRED SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNMENTAL AGENCY.
  3. MUCK OR OTHER UNSUITABLE MATERIAL SHALL BE
  4. MUCK OR OTHER UNSUITABLE MATERIAL SHALL BE
  5. MUCK OR OTHER UNSUITABLE MATERIAL SHALL BE



SOUTH BOWARD DRAINAGE DISTRICT  
6591 SW 169TH AVE.  
SOUTHWEST RANCHES, FLORIDA 33331

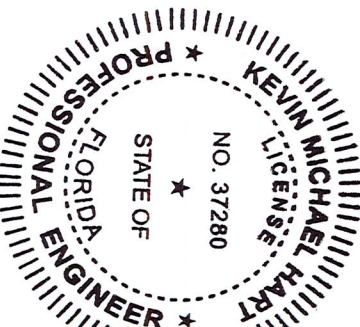
PAVING AND DRAINAGE DETAILS  
S.W. 54th PL/DYKES RD IMPROVEMENT PROJECT  
SOUTHWEST RANCHES, FLORIDA

DATE 10-15-21



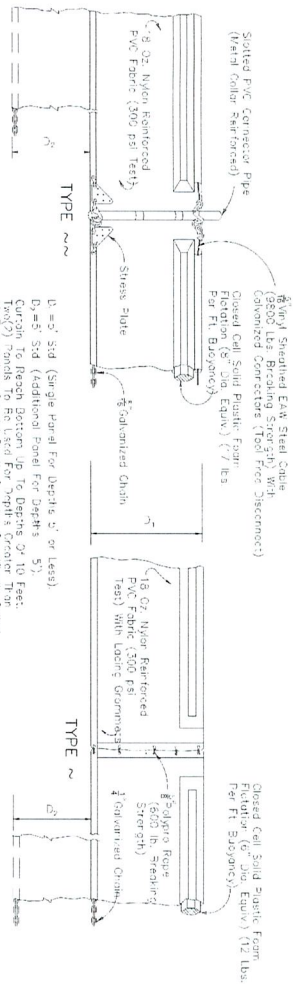
PROJECT No. 9 OF 11

- ## GENERAL NOTES
1. THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY ADDITIONAL REQUIREMENTS OF SBOB.
  2. THE CONTRACTOR SHALL CONTACT SBOB AT 800-455-1234 FOR ANY CHANGES TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SBOB AT 1054-880-1317. SBOB'S WORKING HOURS ARE FROM 8:00 AM TO 4:30 PM. WORKS THROUGH FRIDAY EXCEPT HOLIDAYS.
  3. ANY REQUESTS TO PLANS PERMITTED BY SBOB MUST BE APPROVED BY SBOB PRIOR TO CONSTRUCTION.
  4. REPRESENTATION WORKING SHALL BE SCHEDULED AND HELD AT LEAST ONE (1) DAYS PRIOR TO BEGINNING CONSTRUCTION.
  5. A SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO SBOB AFTER APPROVAL BY THE ENGINEER OF RECORD.
  6. DURING CONSTRUCTION, SBOB PERSONNEL WILL INSPECT THE FOLLOWING:
    - ... INSTALLATION OF ALL UNDERGROUND DRAINAGE FACILITIES BEFORE BACKFILLING.
    - ... SHORING OF CANAL AND LAKE BANKS FROM THE DEEP CUT TO THE UPLAND.
    - ... AND ANY OTHER DRAINAGE RELATED CONSTRUCTION WORK.
    - ... CHARGES BY SBOB.
  7. THE CONTRACTOR CONSTRUCTION OF EXCAVATING LAKES OR OTHER WATER BODIES SHALL EXERCISE EXTREME CARE TO ENSURE THAT THE SOIL SLOPES AND DEEP DEVELOPMENT. THE CONTRACTOR OR OWNER SHALL VIGILANTLY, OR AS REQUIRED BY SBOB, OBTAIN A SURVEY FROM A LICENSED SURVEYOR OF THE LOCATION OF EXISTING LAKES AND OTHER WATER BODIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ANY OTHER LAKES AND OTHER WATER BODIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ANY OTHER LAKES AND OTHER WATER BODIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ANY OTHER LAKES AND OTHER WATER BODIES.
  8. PAVING AND DRAINAGE "AS-BUILT" PLANS CERTIFIED BY THE ENGINEER OF RECORD AND APPROVED BY SBOB'S ENGINEER AND DIRECTOR WILL BE REQUIRED BEFORE THE AS-BUILT PLANS ARE SUBMITTED. THE AS-BUILT PLANS SHALL BE SUBMITTED TO SBOB PRIOR TO THE SUBMITTAL OF THE AS-BUILT PLANS. THE AS-BUILT PLANS SHALL BE SUBMITTED TO SBOB PRIOR TO THE SUBMITTAL OF THE AS-BUILT PLANS.
  9. AS-BUILT DRAWINGS OF WATER BODIES SHALL INCLUDE THE DATA ADDRESSED IN THE "AS-BUILT LAKE SECTION" IN PART 26 OF SBOB'S CURRENT MANUAL. THE AS-BUILT AT ALL OUTFALL PIPES CONSTRUCTED WITHOUT NEIGHBORS.
  10. SBOB WILL NOT COMPLETE THE FINAL INSPECTION UNTIL THE AS-BUILT PACKAGE WHICH MUST INCLUDE THE ENGINEER'S INTERPRETATION AND TEST RESULTS FOR STABILIZATION OF LAKE/CANAL MAINTENANCE DRAINAGE, ARE RECEIVED.



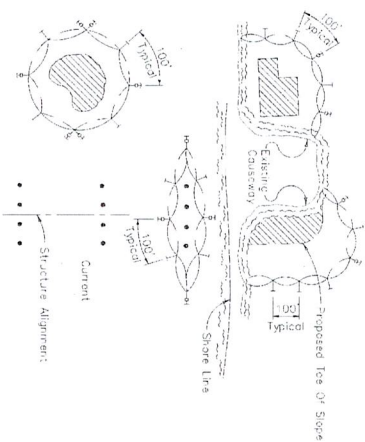
Kevin Michael Hart  
Florida P.E. No. 37280  
3/10/2022





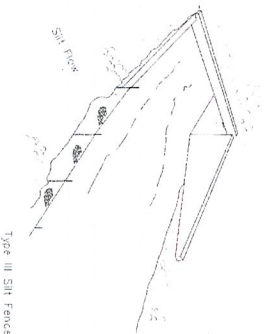
NOTICE: COMPONENTS OF TYPES 1 AND 2 MAY BE SUBSTITUTED FOR THOSE SHOWN PROVIDED THE SUBSTITUTIONS ARE APPROVED BY THE ENGINEER.

### FLOATING TURBIDITY BARRIERS



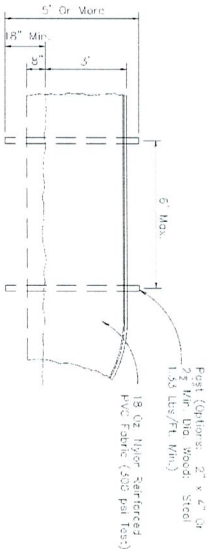
- NOTES:
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
  2. Number and spacing of anchors dependent on current velocities.
  3. Deployment of barrier around pile locations may vary to accommodate construction operations.
  4. Barge/float may require sequencing barrier during construction operations.
  5. For additional information see Section 104 of the Standard Specifications.

### TURBIDITY BARRIER APPLICATIONS

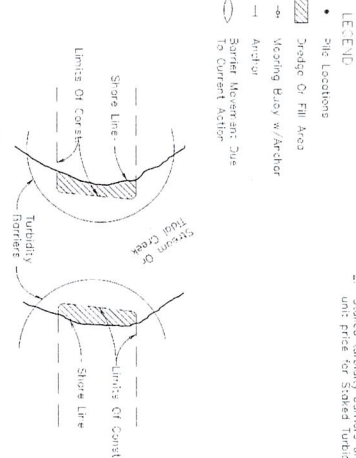


Do not deploy in a manner that will create a 4 ft or greater permanent bank's used at permanent bodies of water.

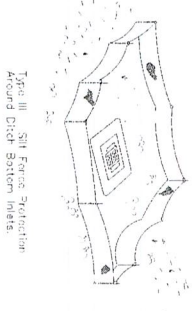
### SILT FENCE APPLICATIONS



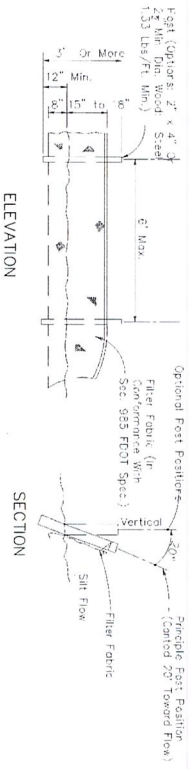
- GENERAL NOTES:
1. Floating turbidity barriers are to be paid for under the contract unit price for floating turbidity barriers, UT.
  2. Staked turbidity barriers are to be paid for under the contract unit price for staked turbidity barriers, UT.



Notes:  
Turbidity barriers for "feeding streams and tidal creeks" may be either floating or staked types or any combination of types that will suit site conditions and meet design criteria and will be at the Contractor's option unless otherwise specified in the plans, however payport will be under the pay item(s) established in the Standard Specifications for the item(s) shown. Staked Turbidity Barrier - "sets in staked position unless otherwise directed by the Engineer."

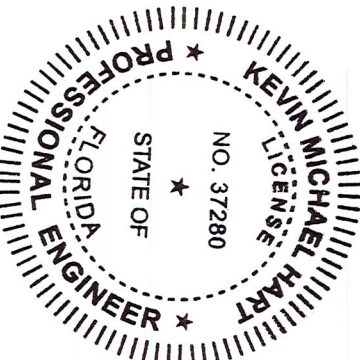


### TYPE III SILT FENCE



Notes: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (UT).

Kevin Michael Hart  
Florida P.E. No. 37280  
3/10/2022



NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
1							

SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160th AVE. SOUTHWEST RANCHES, FLORIDA 33337				EROSION CONTROL DETAILS S.W. 54th PL/DYKES RD IMPROVEMENT PROJECT SOUTHWEST RANCHES, FLORIDA			
DESIGNED BY: J.K.S. CHECKED BY: K.M.H. DATE: 10-15-21				SCALE: AS NOTED SHEET: 10 OF 11			

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## **EXHIBIT B**

### **Funding Schedule**

**Funding Amounts:** The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

**Invoicing/Application for Funding Documentation:** Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

**Additional Invoicing Requirements:** If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☐ For CEI Consultants: All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing in appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ For Construction Contractor: Pay Application documents consistent with AIA Document G702 and G703.

**Funding Parameters:** The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

**Advance Payment of Maximum Not-to-Exceed Amount  
(for projects \$250,000 and under)**

No later than thirty (30) days after the Effective Date of the Agreement, Municipality shall invoice County for an advance up to the Total Maximum Not-To-Exceed Amount(s) stated below ("Application for Funding").

As provided in the Agreement, Municipality shall provide a final reconciliation and comply with all reporting requirements for the Project Deliverables stated in Exhibit A, including as applicable and without limitation: the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Unexpended funds paid to Municipality shall be deducted from funding for subsequent Phases or refunded to County, as requested by the Contract Administrator.

<b>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT</b>	<b>\$43,000.00</b>
-------------------------------------------	--------------------

## **EXHIBIT C**

### **Reporting Requirements**

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

## Sample Financial Report

<b>Project Name:</b>	
<b>Quarterly Period:</b>	

### Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	<b>Total Project Funding</b> (Total lines 1 + 2)	<b>\$</b>
4.	Less Proceeds (as defined in Section 5.6)	(\$ )
5.	<b>Adjusted Project Funding</b> (Line 3 minus Line 4)	<b>\$</b>

### Section B: Funding Received to Date

		<b>Quarter Reported</b>	<b>Fiscal Year to Date</b>	<b>Total</b>
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	<b>Total Project Funding Received</b> (Total lines 6 + 7)	<b>\$</b>	<b>\$</b>	<b>\$</b>

### Section C: Expenditures to Date

		<b>Quarter Reported</b>	<b>Fiscal Year to date</b>	<b>Total</b>
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	<b>Total Project Funding Expended</b> (Total lines 9 + 10)	<b>\$</b>	<b>\$</b>	<b>\$</b>

### Section D: Available Funding to Date

12.	<b>Adjusted Project Funding</b> (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	<b>Available Project Funding to date</b> (Line 12 minus line 13)	<b>\$</b>

### Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
<b>Revised contract amount</b>	<b>\$</b>
Total Work Completed to Date	\$
Retainage Held to Date	\$
<b>Total Earned Less Retainage</b>	<b>\$</b>
<b>Total Amount Paid to Date</b>	<b>\$</b>
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

**Section F: Quarterly Detailed Expenditures (for Quarter Reported)**

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid





**Section G: Project Schedule & Status**

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	<input type="checkbox"/> Ahead by ___ Days <input type="checkbox"/> Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

**Section H: Performance Metrics**

- A.** [To be provided by the PMO as applicable]
- B.** [To be provided by the PMO as applicable]

# P PIMO Project Status Report *template*

<b>&lt;Agency&gt; Project:</b> <i>&lt;fill in project name or id&gt;</i>		<b>Owner:</b> <i>&lt;fill in&gt;</i>	<b>July</b>
<b>Progress update</b> <ul style="list-style-type: none"> <li>▪ <i>Key activities since the last status report</i></li> <li>▪ ?</li> </ul>		<b>Overall Progress</b>  <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">  Red = Execution critical delay   Amber = Delay; but recoverable   Green = On track         </div>	
<b>Key activities to be completed in the next &lt;2-4&gt; weeks:</b> <ul style="list-style-type: none"> <li>▪ ?</li> <li>▪ ?</li> </ul>		<b>Summary:</b> (may include) <ul style="list-style-type: none"> <li>▪ <i>Key take-aways for BoCC, OB and SurTax Ad</i></li> <li>▪ <i>Project run rate; actual vs. planned</i></li> <li>▪ <i>% Milestones met</i></li> <li>▪ <i>Days over budget</i></li> <li>▪ <i>Leverage ratio</i></li> <li>▪ <i>Key reminders of critical decisions/milestone</i></li> </ul>	
<b>Issues/Challenges:</b>		<b>Proposed solutions:</b>	

**Exhibit D      Form Contracts**

**Surtax-Funded Projects Form Construction Contract:**

**Exhibit E      Municipal Resolution Authorizing Execution of Agreement**



**Exhibit E      Municipal Resolution Authorizing Execution of Agreement**

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**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Steve Breitkreuz, Mayor**  
**Bob Hartmann, Vice Mayor**  
**Jim Allbritton, Council Member**  
**Gary Jablonski, Council Member**  
**David Kuczenski, Council Member**

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muniz, Assistant Town Administrator/Town Clerk  
**DATE:** 5/26/2022  
**SUBJECT:** Internet Fiber to Town Hall - Crown Castle

---

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

#### **Background**

The Town's Internet service is currently provided by Comcast Communications and only offers broadband speed at 300 Mbps (300 Mbps down, and 20 Mbps up), which is also often unreliable. The Town wishes to upgrade its internet and network speed and wishes to leverage an underground fiber network provided by Crown Castle, LLC which will also provide higher reliability and resiliency.

More Town services now rely on the Internet, including the Microsoft OneDrive Networking environment and the Public WiFi at Town Hall, and it is essential that the Town maintain a robust Internet connection capable of supporting this increased traffic load. The Town has received pricing from Crown Castle Fiber LLC, as shown in Exhibit A, which will upgrade the Town's Internet

service from 300 Mbps down and 20 Mbps up to 500 Mbps in each direction and will be capable of providing an increased number of static, public IP Addresses to support the growing number of online services that the Town provides.

The proposed contract has a sixty (60) month term, with monthly payments of \$825 per month, having a total contract cost of \$49,500, and is based on General Services Administration (GSA) Schedule 70, Contract Number GS-35F-465DA, on file at the Town Clerk's Office (Exhibit B).

### **Fiscal Impact/Analysis**

The Town intends to use proceeds from the Town's allocation of the American Recovery Plan Act (ARPA) funds. Funding for these Internet services will require a budget amendment for the Fiscal Year 2022 budget increasing the Non-Departmental Infrastructure Account (#001-3920-519-63100) by \$49,500.00 and increasing the Appropriated Fund Balance – Governmental Account (001-0000-399-39900) by \$49,500.00.

Purchasing these internet services in one lump sum for a five year period ensures that the Town will not need to pay for this expense from general fund dollars during the contract period as ARPA funds are being utilized.

### **Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk

### **ATTACHMENTS:**

Description	Upload Date	Type
Crown Castle Reso - TA Approved	5/18/2022	Resolution
Crown Castle Internet Fiber Sales Order - Exhibit A	5/18/2022	Exhibit
GSA Contract Pricing - Exhibit B	5/18/2022	Exhibit

**RESOLUTION NO. 2022 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CROWN CASTLE FIBER, LLC FOR DEDICATED INTERNET ACCESS SERVICES (DIA); AUTHORIZING A BUDGET AMENDMENT; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THIS AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$49,500.00); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, technology is one of the key components in the efficient delivery of Town services, and the Town's Internet service is critical to ensuring continued operations; and

**WHEREAS**, the Town's Internet service is currently provided by Comcast Communications and only offers broadband speed at 300 Mbps (300 Mbps down, and 20 Mbps up), which is also often unreliable; and

**WHEREAS**, the Town wishes to upgrade its internet and network speed and wishes to leverage an underground fiber network provided by Crown Castle, LLC which will also provide higher reliability and resiliency; and

**WHEREAS**, more Town services now rely on the Internet, including the Microsoft OneDrive Networking environment and the Public WiFi at Town Hall, and it is essential that the Town maintain a robust Internet connection capable of supporting this increased traffic load; and

**WHEREAS**, the Town has received pricing from Crown Castle Fiber LLC, as shown in Exhibit "A", which will upgrade the Town's Internet service from 300 Mbps down and 20 Mbps up to 500 Mbps in each direction and will be capable of providing an increased number of static, public IP Addresses to support the growing number of online services that the Town provides; and

**WHEREAS**, the proposed contract has a sixty (60) month term, with monthly payments of \$825 per month, having a total contract cost of \$49,500, and is based on General Services Administration (GSA) Schedule 70, Contract Number GS-35F-465DA, dated August 18, 2021, expiring August 17, 2026, available on file at the Town Clerk's Office, Exhibit "B"; and

**WHEREAS,** the Town is authorized to use GSA contracts without the requirement for formal competitive solicitation as permitted by Section 15.3 of the Town's Purchasing Manual as codified in Ordinance 2022-005, which allows the waiver of purchasing procedures; and

**WHEREAS,** funding for these Internet services will require a budget amendment for the Fiscal Year 2022 budget increasing the Non-Departmental Infrastructure Account (#001-3920-519-63100) by \$49,500.00 and increasing the Appropriated Fund Balance – Governmental Account (001-0000-399-39900) by \$49,500.00; and

**WHEREAS,** the Town Council of the Town of Southwest Ranches, Florida deems it to be in the best interest of the citizens and residents of the Town of Southwest Ranches to execute a five (5) year (60 months) Dedicated Internet Access (DIA) Services Agreement with Crown Castle LLC; and

**WHEREAS,** the Town of Southwest Ranches desires to issue a Purchase Order under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves a Purchase Order in an amount not to exceed Forty-Nine Thousand Five Hundred Dollars and Zero Cents (\$49,500.00) for Crown Castle Fiber, LLC to provide Dedicated Internet Access (DIA) services to the Town, as outlined in Service Order # 2022-81631, attached hereto as Exhibit "A", which is incorporated herein by reference.

**Section 3.** The Town Council hereby approves a budget amendment in the amount of Forty-Nine Thousand Five Hundred Dollars and Zero Cents (\$49,500.00) to increase the budget as follows:

**REVENUES:**

Account Name	Amount	Account Number
Appropriated Fund Balance – Governmental Account	\$49,500	001-0000-399-39900

**EXPENDITURES:**

Account Name	Amount	Account Number
Non-Departmental Infrastructure Account	\$49,500	001-3920-519-63100

**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to issue a Purchase Order, and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 26<sup>th</sup> day of May, 2022 on a motion by

Council Member and seconded by Council Member

Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.1028.01

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**General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price List**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage!<sup>TM</sup>, a menu-driven database system. The Internet address for GSA-Advantage!<sup>TM</sup> is:  
<http://www.gsaadvantage.gov>*

**Multiple Award Schedule**

**FSC Group: MAS  
Large Category Information Technology**

**Contract Number: GS-35F-465DA**

*For more information on ordering from Federal Supply Schedules click here: <http://www.gsa.gov/schedules-ordering>*

**Contract Period: 8/18/2021 - 8/17/2026**



**Crown Castle Fiber LLC  
1220 Augusta Drive, Suite 600  
Houston, Texas 77057-6801  
Fax: 781-932-6490  
[www.crowncastle.com](http://www.crowncastle.com)**

**Contract Administrator: Ronald Kramer  
Telephone: 408-468-5517 / Fax: 781-932-6490  
[Ron.Kramer@crowncastle.com](mailto:Ron.Kramer@crowncastle.com)**

**Business Size/Status: Other than Small Business**

**Prices shown herein are NET (discount deducted).**

**Pricelist current through modification #PS-0025 dated October 21, 2021.**



**Contract Holder**





**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Steve Breitkreuz, Mayor**  
**Gary Jablonski, Vice Mayor**  
**Jim Allbritton, Council Member**  
**Bob Hartmann, Council Member**  
**David Kuczenski, Council Member**

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muniz, Assistant Town Administrator/Town Clerk  
**DATE:** 5/26/2022  
**SUBJECT:** Town Hall VOIP Telephone System - 8X8, Inc.

---

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

The Town's current phone service provider Windstream, has provided service since 2017, but has recently informed the Town that due to changing economic conditions, and the current costs to provide service, they will no longer be able to offer service after August 2, 2022.

While the suspension of service by our current provider was unexpected it provides the Town an opportunity to replace and upgrade its phone system and service with a more reliable and robust system capable of providing features that will help the Town remain resilient in the event of an emergency.

Prior to the announcement from our current provider, the Town had been reviewing new VOIP phone systems and providers for the past year in anticipation of upgrading the current system in FY 2023. Working in concert with the City of Tamarac and our communications consultant Overflow Communications Group, the Town has reviewed several proposals for a new VOIP system and has determined that the proposal offered by 8X8 Inc. offers the best combination of value, features, and equipment that will reliably address the Town's needs over the duration of the contract; and

The proposed contract has a sixty (60) month term, with monthly subscription, regulatory and tax payments of \$1032.44 per month, plus one time charges for new phones and implementation services of \$3,494.91 for a total five (5) year contract cost of \$65,441.31 and is based on thenationally available procurement program from the Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Contract Number #529977-002, (Exhibit B)\*.

The Town is authorized to use PEPPM contracts without the requirement for formal competitive solicitation as permitted by Section 15.3 of the Town's Purchasing Manual as codified in Ordinance 2022-005, which allows the waiver of purchasing procedures.

### **Fiscal Impact/Analysis**

Funding for these VOIP phone services will be drawn from funds received through the American Recovery Plan Act (ARPA) and will require a budget amendment for the Fiscal Year 2022 budget increasing the Infrastructure General Account (#001-3920-519-61100) by \$65,441.31 and increasing the Appropriated Fund Balance – Governmental Account (001-0000-399-39900) by \$65,441.31.

Once paid, the Town will not have a recurring phone bill for the duration of the agreement (60 moinths).

### **Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk

### **ATTACHMENTS:**

Description	Upload Date	Type
RESO 2022-XXX - 8X8 VOIP Reso -TA Approved - Final - Amended	5/25/2022	Resolution
Q-00591555 -Final Quote - Exhibit A	5/25/2022	Exhibit
PEPPM Contract - Exhibit B	5/25/2022	Exhibit
Phone DataSheet	5/20/2022	Backup Material
Service Plan Data Sheet	5/20/2022	Backup Material

**RESOLUTION NO. 2022 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH 8X8, INC. FOR VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SERVICE; AUTHORIZING A BUDGET AMENDMENT; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THIS AGREEMENT FOR A PERIOD OF THIRTY-EIGHT MONTHS AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND FOUR HUNDRED AND FORTY-ONE DOLLARS AND THIRTY-ONE CENTS (\$65,441.31); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, technology is one of the key components in the efficient delivery of Town services, and the Town's phone service is critical to ensuring continued operations; and

**WHEREAS**, the Town's current phone service provider Windstream, has provided service since 2017, but has recently informed the Town that due to changing economic conditions, and the current costs to provide service, they will no longer be able to offer service after August 2, 2022; and

**WHEREAS**, while the suspension of service by our current provider was unexpected it provides the Town an opportunity to replace and to upgrade its phone system service with a more reliable and robust system capable of providing features that will help the Town remain resilient in the event of an emergency; and

**WHEREAS**, the Town had been reviewing new VOIP phone systems and providers for the past year in anticipation of upgrading the current system in FY 2023; and

**WHEREAS**, working in concert with the City of Tamarac and our communications consultant Overflow Communications Group, the Town has reviewed several proposals for a new VOIP system and has determined that the proposal offered by 8X8 Inc. offers the best combination of value, features, and equipment that will reliably address the Town's needs over the duration of the contract; and

**WHEREAS**, the proposed contract has a sixty (60) month term, with monthly subscription, regulatory and tax payments of \$1032.44 per month, plus one time charges for new phones and implementation services of \$3,494.91 for a total five (5) year contract cost of \$65,441.31 and is based on the nationally available procurement program from the Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Contract

Number #529977-002, dated January 1, 2020, expiring December 31, 2022, available on file at the Town Clerk's Office (Exhibit B); and

**WHEREAS**, the Town is authorized to use PEPPM contracts without the requirement for formal competitive solicitation as permitted by Section 15.3 of the Town's Purchasing Manual as codified in Ordinance 2022-005, which allows the waiver of purchasing procedures; and

**WHEREAS**, funding for these Internet services will require a budget amendment for the Fiscal Year 2022 budget increasing the Infrastructure General Account (#001-3920-519-61100) by \$65,441.31 and increasing the Appropriated Fund Balance – Governmental Account (001-0000-399-39900) by \$65,441.31; and

**WHEREAS**, the Town Council of the Town of Southwest Ranches, Florida deems it to be in the best interest of the citizens and residents of the Town of Southwest Ranches to execute a five (5) year (60 month) VOIP Phone service agreement with 8X8, Inc.; and

**WHEREAS**, the Town of Southwest Ranches desires to issue a Purchase Order under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves a Purchase Order in an amount not to exceed Sixty-Five Thousand Four Hundred and Forty-One Dollars and Thirty-One Cents (\$65,441.31) for 8X8, Inc. to provide VOIP phone services to the Town, as outlined in Quotation # Q-00591555, attached hereto as Exhibit "A", which is incorporated herein by reference.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to issue a Purchase Order, and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 26<sup>th</sup> day of May, 2022 on a motion by

\_\_\_\_ Council Member \_\_\_\_\_ and seconded by \_\_\_\_ Council Member \_\_\_\_

Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.1030.01

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# Quote #Q-00591555

60 Months Term  
(12 Months Renewal Term)

Exhibit A

## Quote Totals

	Payment #1 (Mth 1-60)	Grand Total
<b>Non-recurring Services</b>		
Charges	\$3,369.00	\$3,369.00
Sales Tax	\$55.67	\$55.67
Shipping	\$70.24	\$70.24
<b>Total Non-Recurring</b>	<b>\$3,494.91</b>	<b>\$3,494.91</b>
<b>Recurring Services</b>		
Service Fees	\$46,251.00	\$46,251.00
Taxes & Regulatory Fees	\$15,695.40	\$15,695.40
<b>Total Recurring</b>	<b>\$61,946.40</b>	<b>\$61,946.40</b>
<b>Annual Total</b>	<b>\$65,441.31</b>	<b>\$65,441.31</b>

### Bill Date\*

Effective Date of  
This Order

\*8x8 shall bill the total amount indicated for a payment on or about the Bill Date listed for such payment, and customer shall be obligated to pay this amount pursuant to the Terms.

Quote Expires  
5/31/2022

## Summary by Product

Recurring	Quantity	Base Price	Total
X Series - X1	15	\$12.60	\$2,268.00
Base Number	1	\$0.00	\$0.00
X Series - X2	28	\$18.00	\$6,048.00
X Series - X4	2	\$33.30	\$799.20
Additional Local Number	15	\$0.75	\$135.00
<b>Non-Recurring</b>			
8x8 Implementation Plus - Bronze	1	\$1,200.00	\$1,200.00
Obihai OBi 300 1 port SIP ATA	1	\$24.00	\$24.00
Managed Local Number Porting Services	45	\$5.00	\$225.00
Polycom VVX 450 w/ Power Supply - NA	20	\$85.00	\$1,700.00
Polycom VVX EM50 Expansion Module	2	\$110.00	\$220.00
<b>Subtotal</b>			<b>\$12,619.20</b>

## Grand Total

\$65,441.31

Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, Florida 33330

Russell Muñiz  
+1 954-434-0008  
rmuniz@southwestranches.org

### Your 8x8 Representative

Lisa Lopez  
lisa.lopez@8x8.com  
209 666 8297



Quote #Q-00591555

60 Months Term  
(12 Months Renewal Term)

13400 Griffin Rd, Fort Lauderdale, FL, USA, 33330

Description	Quantity	Unit Price	Monthly Recurring	Total
X Series - X1	15	\$ 12.60	\$ 189.00	\$ 189.00
X Series - X2	28	\$ 18.00	\$ 504.00	\$ 504.00
X Series - X4	2	\$ 33.30	\$ 66.60	\$ 66.60
Base Number	1	\$ 0.00	\$ 0.00	\$ 0.00
Additional Local Number	15	\$ 0.75	\$ 11.25	\$ 11.25
8x8 Implementation Plus - Bronze	1	\$ 1,200.00	\$ 0.00	\$ 1,200.00
Obihai OBi 300 1 port SIP ATA	1	\$ 24.00	\$ 0.00	\$ 24.00
Managed Local Number Porting Services	45	\$ 5.00	\$ 0.00	\$ 225.00
Polycom VVX 450 w/ Power Supply - NA	20	\$ 85.00	\$ 0.00	\$ 1,700.00
Polycom VVX EM50 Expansion Module	2	\$ 110.00	\$ 0.00	\$ 220.00

**Subtotal** **\$ 770.85** **\$ 4,139.85**

Shipping Ground- Delivery Estimate	5/24/2022	<b>\$ 70.24</b>
<b>Regulatory Fees</b>		
E911 Service Fee	\$ 45.00	\$ 45.00
Regulatory Recovery Fee	\$ 90.00	\$ 90.00
<b>Taxes and Surcharges</b>		
FL Communications Services Tax	\$ 45.98	\$ 64.43
FL Local Communications Svc. Tax	\$ 35.33	\$ 49.52
Federal Universal Service Fund	\$ 28.48	\$ 51.51
FL State And Local 911	\$ 16.80	\$ 16.80
<b>Total Fees, Taxes and Surcharges</b>	<b>\$ 261.59</b>	<b>\$ 317.26</b>
<b>Location Total</b>	<b>\$ 1,032.44</b>	<b>\$ 4,527.35</b>

# 8x8 Professional Services

## Statement of Work (SOW) for Implementation Plus - for Town of Southwest Ranches



## Contents

1.	Overview	3
2.	Project Scope Parameters	3
3.	Summary of Project Tasks and Assumptions	3
4.	Services and Financials	4
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## 1. Overview

8x8 Implementation Plus Services are designed to equip Town of Southwest Ranches (“Customer”) team with the knowledge and assistance required to accelerate deployment of 8x8’s solutions. The 8x8 Implementation Advisor provides remote assistance to the Customer to configure 8x8 systems, provide a knowledge transfer, and answer Customer questions. The end state of the Plus relationship is the enable our Customer admin to become proficient in operating 8x8 programs and systems with minimal or no support. End user adoption and training is not part of the Implementation Process and an agent will review the available options and present them to the customer admin.

## 2. Project Scope Parameters

Assistance provided by the 8x8 Implementation Advisor will be governed by the defined scope parameters identified in Table 4.1 and bound by the number of consulting hours Appendix A. Customer agrees to execute a Change Request (CR) for additional effort and fees, should Customer desire to modify or change the scope or wish to procure additional hours of assistance.

## 3. Summary of Project Tasks and Assumptions

Customer Responsibilities	8x8 Responsibilities
<ul style="list-style-type: none"><li>• Assign a committed resource who will be accountable for the duration of the implementation process</li><li>• Provide information requested in a timely manner to 8x8 to prevent delays in execution (i.e. network assessment, porting documentation)</li><li>• Customer Administrator to participate and enforce knowledge gained in Admin training</li><li>• Perform system and user configuration, validation and report any issues to 8x8</li></ul>	<ul style="list-style-type: none"><li>• Assist and guide Customer to configure 8x8 programs and services</li><li>• Support Customer validation and testing of 8x8 programs and services</li><li>• Assist with porting of Customer provided DID’s and assist throughout the process</li><li>• Weekly check in to address issues, next steps, current road map and summary</li><li>• Have an Advisor respond to customer needs within 24 business hours</li></ul>

Table 3.1

## 4. Services and Financials

The below table identifies the 8x8 Plus Services that are included in this SOW. All services will be delivered by 8x8 project resources remotely from 8x8 office locations in English. For a detailed description of the Services, please refer to **Appendix A**.

As consideration for 8x8's performance for Implementation, the Customer shall pay 8x8 the fixed fees identified in the Service Agreement/ Order to which the SOW is an attachment. All payments for the Implementation Services performed are non-refundable. Total effort estimated for the scope defined in this SOW is not to exceed thirty hours.

Implementation Plus Services	Included (Yes/ No)
Network Assessment	Yes
Solution Design Guidance	Yes
Basic System Configuration	Yes
User Configuration	Yes
Out of the Box (OOTB) Integration	Yes
Basic System Test	Yes
Porting / Number Transfer	Yes
Single Sign On Configuration	Yes
Post-Sale Alignment	Yes
Health Checks and Workshops post-implementation	Yes
Customization Services	Included (Yes/No)
Customization to Out of the Box solution to meet customer requirements	No
Project Management/Project Team	No

Table 4.1

## 5. Fees & Hours of Operations

**Service Cost:** Total fees for this service is \$1200 and will be invoiced upon execution of the Order to which this Statement of Work is attached as part of the DocuSign Package. Additional hours may be purchased by Customer at \$60 per hour. Overages will be billed at \$120/hr.

**Business Hours:** Services identified in this SOW will be performed, and 8x8 personnel shall be available to be contacted, from 8.00 AM to 5.00 PM local time zone, Monday through Friday, excluding

designated holidays. Time worked outside of these designated hours at Customer's request may result in additional fees.

## 6. Change Management

The change management processes ("Change Management Process") described below shall govern changes to the scope of the Implementation Services during the term of this SOW.

1. A Change Request may be submitted directly to the implementation advisor. All Change Requests ("CR") must be documented in writing and in any applicable notes.
2. Change Requests are to be discussed at the first opportunity. The goal is to ensure prompt approval/disapproval and quick implementation.
3. 8x8 Implementation Management will review Customer's Change Request and evaluate its impact to scope, effort, schedule and will provide the Customer with a Change Request document that details and changes for the Customer's review and execution.
4. Customer has up to five (5) days to review and approve or reject the Change Request [and any related Service Order (where the Change Requests contemplates new or additional 8x8 subscription services and/or equipment)]. Once approved by Customer, 8x8 will initiate the work detailed in the Change Request.

## 7. SOW Acceptance and Authorization

IN WITNESS WHEREOF, this SOW has been executed on behalf of each party by its duly authorized representative.

**Town of Southwest Ranches**

*Full Name*

---

*Title*

---

*Signature*

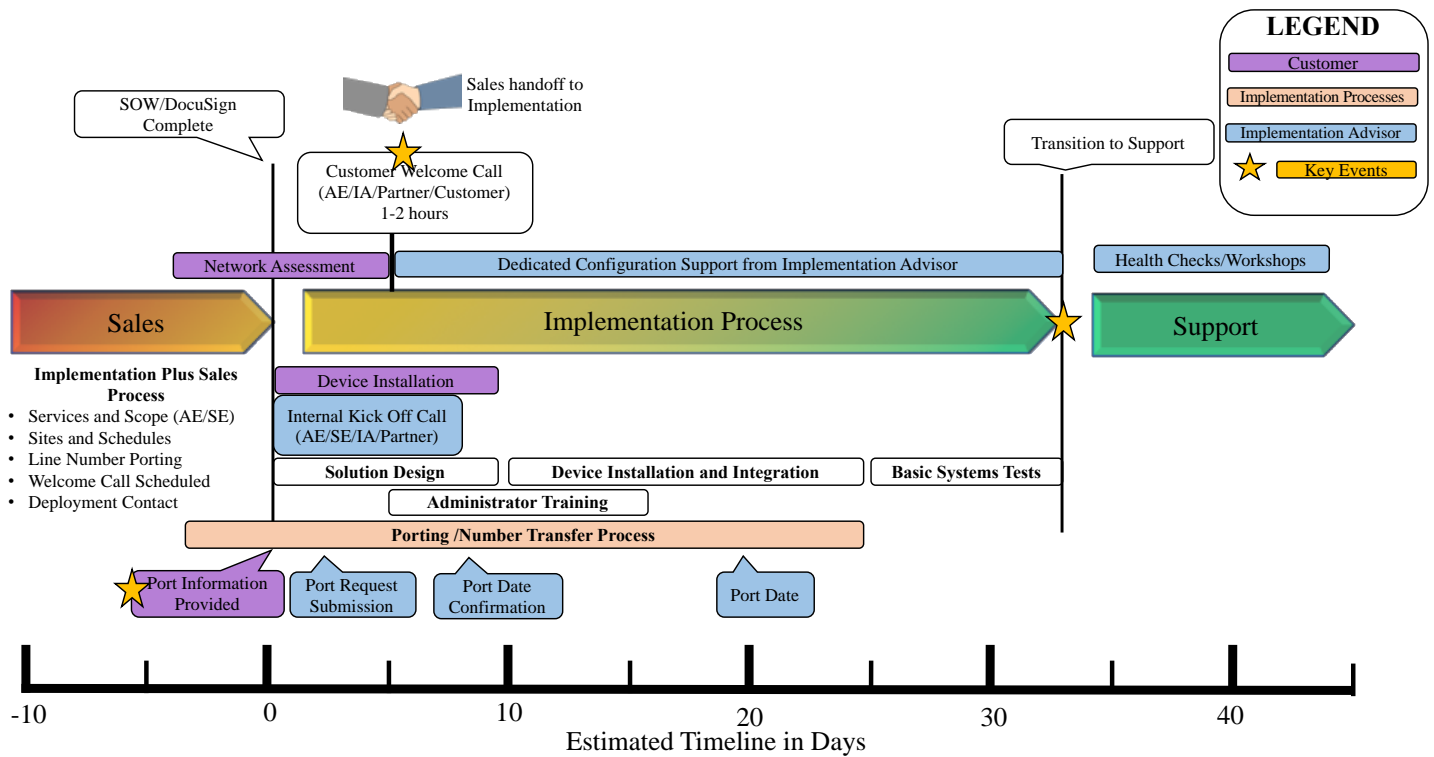
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*Date*

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## Appendix A – Plus Services in Detail



Implementation Plus Scope Parameters	Description/ Limit Quantity
Total Number of Users (US and Canada)	10 – 1,000 users with X1-X4 licenses across the United States and Canada
Total Number of Sites	Up to five/ten/fifteen (5/10/15) *Package dependent
Solution Design Guidance/Use Case Guidance	Up to five/ten/fifteen (5/10/15). Based on Customers current business processes and design requirements, 8x8 identifies an optimal solution, including required configuration of all required 8x8 solution components.
Basic System Configuration	8x8 assists customer in limited (basic) system configuration for re-enforcing information from the Admin Training while providing additional guidance on system configuration to the Customers Administrator.
User Configuration	Based on Customer-provided information, 8x8 assists customer in completing the configuration for Users and their properties in the system.

Out of the Box (OOTB) Integration	<p>Yes. For supported platforms and software, follow the link below.</p> <p><a href="https://support.8x8.com/us/manuals-user-guides/products/virtual-office-manuals-user-guides#Virtual_Office_Integrations">https://support.8x8.com/us/manuals-user-guides/products/virtual-office-manuals-user-guides#Virtual_Office_Integrations</a></p>
Basic System Test	<p>8x8 and Customer perform limited (basic) system testing for validating correct configuration and providing additional hands-on guidance on system testing to the Customers Administrator.</p>
Number Porting	<p>Based on customer-provided documentation, 8x8 manages the transfer of phone number ownership from incumbent carriers to 8x8. 8x8 will initiate porting to its carrier and acquire / confirm a port FOC date.</p> <p>Customer must provide 8x8 with an expected activation date.</p> <p><b>Customer to provide required documentation for porting at earliest opportunity.</b> This includes two documents:</p> <ol style="list-style-type: none"> <li>1. A recent copy of a bill with main billing address, admin on the account/person authorized to make changes, and the main telephone number on the account</li> <li>2. Letter of Authorization (LOA).</li> </ol>
<p>Network Assessment</p> <p><a href="https://support.8x8.com/us/support-services/support/network-utility-download">https://support.8x8.com/us/support-services/support/network-utility-download</a></p>	<p>8x8 to provide instructions for running the network assessment tool and review results from assessment and make recommendations per best practices for Voice Over Internet Protocol (VOIP) to support 8x8 solution. Any additional troubleshooting of Customer network components is out of the scope of this Statement of Work.</p> <p><b>It is the responsibility of the customer to complete the network assessment prior to the Welcome Call.</b></p> <p>Customer may opt to not perform a network assessment by signing the waiver in Appendix B</p>
Post-Sale Alignment	<p>8x8 will assist customer through purchasing additional licenses/equipment through the Customers portal page.</p> <p><b>End User Training:</b> Individual functions of how to use the system from the end users perspective <u>are the responsibility of the customer</u>. 8x8 representatives will walk the customer admin through the different</p>

	recourses available to them, both free and paid, and help the admin chose the best solution for their users.
Single Sign-On (SSO) configuration	Within Scope
Health Checks and Workshops	After the transition to support, the 8x8 Implementation Advisor will follow up with Customer to ensure the system is running as designed. Implementation Advisor will also be available for two workshops to highlight additional features available that can enhance existing products and services
<b>Total Hours included</b>	<b>20 hours</b>

## Appendix B – Waiver form for the Network Assessment

### SAMPLE – Not to be Signed – Network Assessment Waiver Form

Capitalized terms used herein not otherwise defined shall have the meaning as set forth in the Service Agreement executed by 8x8 and the Customer.

Customer hereby declines to have the 8x8 network assessment tests (“Network Assessment”) completed prior to the implementation of the Services.

**CUSTOMER IS AWARE THAT BY DECLINING THE NETWORK ASSESSMENT AND WITHOUT TAKING THE ACTIONS DETERMINED NECESSARY BY THE NETWORK ASSESSMENT NEITHER CUSTOMER NOR 8X8 CAN BE ASSURED THAT THE SERVICES WILL PERFORM SATISFACTORILY OR IN ACCORDANCE WITH THE DOCUMENTATION.**

In the event that the Services are adversely affected by issues related to Customer’s network infrastructure, configuration, design or equipment and Customer requests, 8x8 may perform Professional Services to attempt to remedy the problems subject to Section 4.4 of the Terms and Conditions and at 8x8’s then current rates.

**IN NO EVENT WILL ANY DELAYS CAUSED BY CUSTOMER NOT PERFORMING THE NETWORK ASSESSMENT OR NOT TAKING THE ACTIONS DETERMINED NECESSARY BY THE NETWORK ASSESSMENT ALLEVIATE THE CUSTOMER OF THE OBLIGATION TO PAY SERVICE FEES PER THE SERVICE AGREEMENT.**

ACKNOWLEDGE: \_\_\_\_\_  
Customer: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## **Appendix C – On-Site Services**

*No on site services are provided through Implementation Plus. Any requirements for on-site services must be addressed with a Managed solution*

## **Appendix D – Customization Services**

*Customized services are not part of the Plus scope. Any customization requests must be addressed with a customized deployment.*

Home (/) > > Contracts (/contracts) > 8x8, Inc.

## Contract:

8x8, Inc. | Cloud-based voice, video, collaboration and contact center platform

Overview      Information      Awarding Agency      Ordering Instructions

Documentation

Contract Name	<b>8x8, Inc.</b>
Contract Description	Cloud-based voice, video, collaboration and contact center platform
Awarded Vendor	8x8 Inc.
Contract Number	529977-002
Awarded By	Kern County Superintendent of Schools
Begin Date	Jan 01, 2020
End Date	Dec 31, 2022
Line Items	<a href="#">Shop These Line Items</a> (Item Count: 94)

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## GO PRO WITH TWELVE LINES

### BENEFITS

- Conversations stay on track. Hear every nuance with industry-leading sound quality featuring Poly HD Voice.
- Eliminate distracting background noise at the source with exclusive award-winning Poly Acoustic Fence technology.
- Easy deployment and administration with web-based management tools and zero-touch provisioning.
- Your phones stay cleaner for longer with integrated Microban® antimicrobial product protection.

### POLY VVX 450 BUSINESS IP PHONE

More lines make you more productive. Feel in command of your day with this high quality, color, twelve-line phone system that gets the job done. Be confident that your conversations will always sound great—and the VVX 450 puts more contacts at your fingertips. And let's hear it for Poly Acoustic Fence. It eliminates background noise to keep calls quiet wherever it's noisy. IT will appreciate robust provisioning and management capabilities that take the headache out of telephony deployment and support. Need even more lines? The optional VVX EM50 expansion module stacks them right where you need them.

- Twelve line keys supporting up to 34 line key appearance with pagination.
- 4.3 inch color LCD display (480 x 272 pixels).
- Crystal clear sound with Poly HD Voice and Poly Acoustic Clarity.
- Full duplex speakerphone with world-class echo cancellation.
- Easy to install anywhere with optional Poly Wi-Fi USB accessory.
- Headset options to suit any style (USB, RJ9, EHS ports).
- Microban® antimicrobial product protection actively reduces the growth of bacteria 24/7.
- Reduce your carbon footprint with these ENERGY STAR® rated phones.



# POLY VVX 450 BUSINESS IP PHONE



## SPECIFICATIONS

### USER INTERFACE FEATURES

- 4.3" color LCD (480x272 pixel resolution)
- Voicemail support<sup>1</sup>
- WebKit-based browser
- Adjustable base height
- Unicode UTF-8 character support
- Two USB ports (2.0 compliant) for media and storage applications
- Multilingual user interface including Chinese, Danish, Dutch, English (Canada/ US/UK), French, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Slovenian, Spanish, and Swedish

### AUDIO FEATURES

- Poly HD Voice™ technology delivers lifelike voice quality for each audio path handset, the hands-free speakerphone, and the optional headset
- Poly Acoustic Fence technology removes background office noise heard by far end when using handset or wired headset
- Poly Acoustic Clarity™ technology providing full-duplex conversations, acoustic echo cancellation and background noise suppression
- Poly Computer Audio Connector app installed on your PC (Windows only) lets you to play computer audio through your VVX phone and use your phone as a microphone
- TIA-920 Wideband Audio
  - Type 1 compliant (IEEE 1329 full duplex)
- Frequency response—150 Hz—7 kHz for handset, optional headset and hands-free speakerphone modes
- Codecs: G.711 (A-law and  $\mu$ -law), G.729AB, G.722 (HD Voice), G.722.1 iLBC, OPUS
- Individual volume settings with visual feedback for each audio path

- Voice activity detection
- Comfort noise generation
- DTMF tone generation (RFC 2833 and inband)
- Low-delay audio packet transmission
- Adaptive jitter buffers
- Packet loss concealment
- OPUS support

### HEADSET AND HANDSET COMPATIBILITY

- Dedicated RJ-9 headset port
- Hearing aid compatibility to ITU-T P.370 and TIA 504A standards
- Compliant with ADA Section 508 Subpart B 1194.23 (all)
- Hearing aid compatible (HAC) handset for magnetic coupling to hearing aids
- Compatible with commercially-available TTY adapter equipment

### CALL HANDLING FEATURES<sup>1</sup>

- 12 lines (programmable line keys)
- Up to 34 line key assignments for lines, contacts, and features supported with pagination
- Enhanced Feature Keys make powerful feature shortcuts on line key appearances or soft keys
- Shared call/bridged line appearance
- Busy Lamp Field (BLF)
- Flexible line appearance (one or more line keys can be assigned for each line extension)
- Distinctive incoming call treatment/call waiting
- Call timer and call waiting
- Call transfer, hold, divert (forward), park, pickup
- Called, calling, connected party information
- Local three-way audio conferencing
- One-touch speed dial, redial
  - Remote missed call notification

- Do not disturb function
- Reverse Number Lookup via LDAP
- Calling Party Identification (RFC8225 classifications—Trusted, Unknown, SPAM)
- Electronic hook switch capable
- Local configurable digit map/dial plan
- Open application platform
- WebKit-enabled full browser that supports HTML5, CSS, SSL security, and JavaScript
- Supports Polycom Apps SDK and API for third- party business and personal applications
- Bundled with Polycom UC Software:
  - Corporate Directory Access using LDAP
- Visual Conference Management

### NETWORK AND PROVISIONING

- SIP Protocol Support
- SDP
- IETF SIP (RFC 3261 and companion RFCs)
- Two-port gigabit Ethernet switch 10/100/1000Base-TX across LAN and PC ports
- Conforms to IEEE802.3-2005 (Clause 40) for Physical media attachment
- Conforms to IEEE802.3-2002 (Clause 28) for link partner auto-negotiation
- Manual or dynamic host configuration protocol (DHCP) network setup
- Time and date synchronization using SNTP
- FTP/TFTP/HTTP/HTTPS server-based central provisioning for mass deployments
- Provisioning and call server redundancy supported<sup>1</sup>
- QoS Support—IEEE 802.1p/Q tagging (VLAN), Layer 3 TOS, and DHCP

- VLAN—CDP, DHCP VLAN discovery, LLDP-MED for VLAN discovery
- Network address translation support for static configuration and “keep-alive”
- SIP signaling
- RTCP and RTP support
- Event logging
- Syslog
- Hardware diagnostics
- Status and statistics reporting
- IPv4, IPv6, dual stack (IPv4/IPv6) mode
- TCP
- UDP
- DNS-SRV

### SECURITY

- 802.1X Authentication and EAPOL Media encryption via SRTP
- Transport Layer Security (TLS)
- Encrypted configuration files
- Digest authentication
- Password login
- Support for URL syntax with password for boot server address
- HTTPS secure provisioning
- Support for signed software executables

### POWER

- Built-in auto sensing IEEE 802.3af Power over Ethernet (Class 0) 13W (Max)
- External Universal AC/DC Adapter (optional) 5VDC @ 3A (15W)
- ENERGY STAR® rated

### APPROVALS

- FCC Part 15 (CFR 47) Class B
- ICES-003 Class B
- EN55032 Class B
- CISPR32 Class B
- VCCI Class B
- EN55024
- EN61000-3-2; EN61000-3-3
- NZ Telepermit
- UAE TRA
- Russia CU
- Brazil ANATEL
- Australia RCM
- South Africa ICASA
- Saudi Arabia CITC
- Indonesia SDPPI
- S.Korea KC
- Mexico NOM ANCE
- RoHS Compliant
- TAA

### SAFETY

- UL 60950-1/62368-1
- CE Mark
- CAN/CSA C22.2 No 60950-1/62368-1-1
- EN 60950-1/62368-1
- IEC 60950-1/62368-1
- AS/NZS 60950-1

### OPERATING CONDITIONS

- Temperature: 0 to 40°C (+32 to 104° F)
- Relative humidity: 5% to 95%, noncondensing

### STORAGE TEMPERATURE

- -40 to +70° C (-40 to +160° F)

### POLY® VVX® 450 COMES WITH

- Console
- Handset with handset cord
- Network (LAN) cable—CAT-5E
- Desk Stand
- Setup Sheet

### SIZE

- 24 cm x 23 cm x 5.7 cm WxHxD
- 9.5 in x 10 in x 2.2 in WxHxD

### PART NUMBER

- 2200-48840-025 VVX 450 WW PoE

### WEIGHT

- Carton weight: 1.043 kg (2.23 lbs)

### MASTER CARTON QUANTITY

- Ten (10)

### WARRANTY

- One (1) year

---

<sup>1</sup>Most software-enabled features and capabilities must be supported by the server. Please contact your IP PBX/Softswitch vendor or service provider for a list of supported features.

### LEARN MORE

For more information on Poly VVX 450 IP Phone, visit [poly.com/phones](https://poly.com/phones).

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# The 8x8 eXperience Communications Platform™

## X Series Service Plans

### Modern communication experiences powering business agility

The eXperience Communications Platform™ is the first and only XCaaS platform on the market. It empowers enterprises with modern communication experiences, eliminates organizational silos, boosts employee productivity, delights customers, and unifies data to reveal deeper insights for smarter decisions and a more agile business.

One integrated platform also enables a single integration framework to connect to productivity tools like Microsoft Teams and CRM apps with your communications across all functional areas, saving implementation time and maintenance dollars. Embeddable APIs enable low-code, no-code customized experiences, especially in the contact center with more robust omnichannel possibilities.

X Series Service Plans				
X2	X4	X6	X7	X8
Standard users with international calling	Advanced call handling and analytics for supervisors and receptionists	Voice-based Contact Center with Advanced Reporting	Omni-channel Contact Center with Advanced Reporting	Advanced Contact Center with Comprehensive Reporting, CX and Speech Analytics, Quality Management and Auto Dialer

## The eXperience Communications Platform™ supports every communication need company-wide

Features Summary <sup>1</sup>	X Series Service Plans				
	X2	X4	X6	X7	X8
Number of Countries in Unlimited Telephony Calling Zone	14	48	48	48	48
Number of Minutes (local & international) in CC Calling Zone (countries)			4,000	4,000	4,000
Number Porting (self-service or managed)	■	■	■	■	■
Auto Attendant (multi-level)	■	■	■	■	■
Call Handling (Caller ID, Call Forwarding, Transfer, Park, Hunt Groups, Ring Groups)	■	■	■	■	■
Call Queues	■	■	■	■	■
Barge, Monitor and Whisper <sup>2</sup>		■	■	■	■
HD Secure Voice, Hot-desking	■	■	■	■	■
Mobile and Desktop Apps	■	■	■	■	■
Presence Detection	■	■	■	■	■
Voicemail with Transcription	■	■	■	■	■
Web-Browser Click-to-Call	■	■	■	■	■
Cross-Platform Team Messaging	■	■	■	■	■
HD Audio and Video Conferencing with Screen Sharing (500 Active Participants)	■	■	■	■	■
Advanced moderator controls of audio and video meetings	■	■	■	■	■
Out of the Box Integrations with popular business apps	■	■	■	■	■
8x8 Voice for Microsoft Teams Add-On	■	■	■	■	■
UC Media Storage (unlimited capacity) for Meetings & UC Call Recording <sup>3</sup>	30 Days	130 Days	130 Days	130 Days	130 Days
CC Media Storage (unlimited capacity) for CC Call Recording <sup>3</sup>			30 Days	30 Days	30 Days
Unlimited Internet Fax	■	■	■	■	■
8x8 Frontdesk tailored experience for receptionists		■	■	■	■
Call Activity Analytics	■	■	■	■	■
Supervisor Analytics		■	■	■	■
8x8 Contact Center for Microsoft Teams Solution Certified			■	■	■
Chrome Enterprise Recommended (CER) Contact Center Solution			■	■	■
Skills-Based Routing				■	■
Intelligent Interactive Voice Response (IVR)			\$	\$	\$
Queued and Web Callback			■	■	■
Post-Call Survey			■	■	■
Contact Center Reporting and Analytics			■	■	■
99.999% uptime SLA across UCaaS and CCaaS			■	■	■
8x8 Secure Pay			\$	\$	\$
Omni-Channel Routing: Voice, Chat, Email, SMS, Social Media Channels				■	■
Co-browsing				■	■
Auto Dialer: Preview, Progressive, & Predictive			■	■	■
Quality Management			\$	\$	■
Speech and Text Analytics			\$	\$	■
Enterprise-Grade Security	■	■	■	■	■
Compliance and Certifications (GDPR, HIPAA, ISO27001, 9001 etc.)	■	■	■	■	■

1. Refer to the [XCaaS Solution Overview](#) for the full X Series feature set.

2. 8x8 Barge-Monitor-Whisper (BMW) helps office managers and supervisors with X4 licenses to listen in on any active call X2 and above.

3. Add-on storage options are available including long-term archive 'cold' storage and CC screen recording.

**Contact 8x8 sales or your 8x8 partner for additional information, or visit [8x8.com](https://www.8x8.com).**



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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

April 28, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:00 PM. Attendance was noted by roll call and was followed by Scout Troop 160 leading the Pledge of Allegiance along with a flag presentation.

**3. County Commissioner Steve Geller – District 5 Update**

County Commissioner Geller provided an update on the redistricting process in effect.

**4. IIMC Municipal Clerk's Week**

The Town Council presented a proclamation to Town Clerk, Russell Muñiz and his department in observance of Municipal Clerk's Week.

**5. Public Comment**

The following member of the public addressed the Town Council: Rose Williams, Michael Sochaczewski and Debbie Green.

**6. Board Reports**

Debbie Green, Treasurer of the Schools and Education Advisory Board advised the deadline to submit applications for the Town of Southwest Ranches Schools and Education Advisory Board scholarship will be on May 27, 2022. She stated that it can be used for two-year and four-year universities as well as vocational schools.

**7. Council Member Comments**

Vice Mayor Jablonski thanked the public for attending the meeting as well as the people watching the meeting via live stream. He spoke about upcoming events, such as "Hazmat at the Barn" on May 14th, the DMV Flow-Mobile on May 25<sup>th</sup>, and the Broward County Property Appraiser on May 19<sup>th</sup>. He spoke about the progress made with the Founder's Park wall painting project and photos of the wall were projected to the public. He talked about Water Matter's Day and tree giveaway on May 21<sup>st</sup> and advised how to receive free trees. Vice Mayor Jablonski advised the public of the upcoming public meeting with FPL at Rolling Oaks Park on May 2<sup>nd</sup> to discuss the undergrounding of the power lines. Lastly, he thanked Town Financial Administrator Sherwood for his dedication and hard work and welcomed incoming Town Financial Administrator Emil Lopez to the Town.

Council Member Allbritton opened his comments by thanking December Lauretano-Haines for hosting a class that he attended at Calusa Park. She prepped an area and taught a dozen children how to mix seeds with dirt and put them into the ground. She taught them how to plant and she gave them a tour of the preserve area and she taught them about the wildlife around them. He commended Ms. Lauretano-Haines for such a well-planned event. He mentioned the Green Meadows Drainage Project is still underway and he stressed that the project will be completed. He invited the public to the Public Safety and Traffic Committee Meeting which is being held at Town Hall on the first Tuesday of the month. He was really encouraged by the time and hard work the committee put in and coming up with ways to prevent crime and slow traffic down. Lastly, Council Member Allbritton provided an update on the Green Meadows Homeowners Association.

Council Member Kuczenski spoke about the FPL Hardening project and his concerns about the undergrounding of the lines and flooding. He will attend the FPL Hardening Community meeting at the Rolling Oaks Barn on May 2<sup>nd</sup> to ask if the residents will be susceptible to additional power outages with the lines being underground. He spoke about illegal businesses operating in the Town and asked Town Attorney Poliakoff about raising the penalties to more than just a minimal fine. Lastly, he reminded the public about Water Matters Day and the registration for the free tree giveaway would open at 8:00AM on April 29, 2022.

Council Member Hartmann requested a moment of silence for a close friend's son who passed due to Meningitis. He then advised the public that Meningitis is running rampant through college campuses such as the University of Florida and Florida State University and to make sure the kids in college get their vaccines. He spoke about the discussion held at the last Comprehensive Plan Advisory Board meeting that had to do with the numerous utility boxes that are scattered around Town. They discussed placing wraps around the boxes, however Council Member Hartmann felt wrapping them may cause them to stand out instead of blend into the scenery as well as, a wrap could cause a problem when the utility boxes need to be worked on. Lastly, he thanked and congratulated Town Financial Administrator Sherwood for the wonderful job he has done for the Town and he advised incoming Town Financial Administrator Lopez of the big shoes he has to fill.

Mayor Breitzkreuz advised the public that April 30<sup>th</sup> will be the final Farmer's Market for the season, and he thanked everyone that has come to it. He congratulated December Lauretano-Haines for the wonderful job putting it all together. Lastly, he thanked Town Financial Administrator Sherwood for the amazing job he has done with the Town's financials and that he will be missed. He also welcomed the incoming Town Financial Administrator Lopez.

## **8. Legal Comments**

Town Attorney Poliakoff echoed the Mayor's sentiment in wishing Town Financial Administrator Sherwood a wonderful retirement and thanked him for all he has done for the Town. He addressed Council Member Kuczenski's comments regarding charging additional penalties to business owners operating in the Town illegally. He advised Florida Statute 162.09 outlines the fine amounts that can be charged. It is a statutory regulation. Next he stated Mayor Breitzkreuz assisted him with collection of a long-term fine in the amount of \$340,000.00 by the end of the current fiscal year. He spoke about issues with AT&T and how they are operating in the Town's Right-Of-Way illegally.

without pulling permits, without Town approval and without insurance. Town Administrator Berns elaborated about the issues with AT&T and stated the Town will continue to keep an eye on them. Town Attorney Poliakoff advised the Town Council that the City of Pembroke Pines has sued the Town over a very comprehensive public records request. He touched upon discussions he had with residents in Sunshine Ranches that are wanting to connect to municipal water. One of the residents asked him if they take the initiative to pay to construct a water main down an entire road and front the money for their neighbors to eventually connect to the water main how can they recoup their initial investment? Ultimately the resident is asking the Town to bring forward an ordinance that states their costs are disclosed to the Town, the Town verifies the costs and if anyone wants to connect to the water line in the future, that money can be paid back to the resident. Lastly, he provided an update about a purchase and sale agreement for the former CCA property that is being worked on to bring to the Town Council in the future.

## **9. Administration Comments**

Town Administrator Berns advised the Town Council of an event happening on June 10, 2022 at 4:00PM, at Rolling Oaks Park. The Town will plant a live oak in memory of Birdie Knight and drink tea as well as light refreshments. He thanked Town Financial Administrator Sherwood for everything he has done for the Town and wished him a happy retirement.

## **Ordinance – 2<sup>nd</sup> Reading**

**10.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 105-030 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO QUASI-JUDICIAL HEARINGS AND EX PARTE COMMUNICATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading – April 14, 2022}

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO TABLE THE ITEM TO THE MAY 12, 2022 TOWN COUNCIL MEETING.**

**11.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, ENTITLED, "DEFINITION OF TERMS" TO REVISE THE DEFINITION OF THE TERM, "NET ACRE" TO EXCLUDE CERTAIN SURFACE WATER MANAGEMENT AREAS AND DRAINAGE EASEMENTS; AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-070 "MINIMUM PLOT SIZE AND DIMENSIONS" TO PROVIDE FOR LOTS MADE NONCONFORMING BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Approved on First Reading - April 14, 2022}**

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE ORDINANCE ON SECOND READING.**

**Ordinance-1<sup>st</sup> Reading**

**12.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REDISTRICTING THE TOWN IN ACCORDANCE WITH SECTION 2.04 (b) OF THE TOWN'S CHARTER TO INCORPORATE THE RESULTS OF THE 2020 CENSUS; REPEALING ORDINANCE NO. 2011-14 BY ESTABLISHING AND ADOPTING FOUR (4) REVISED RESIDENTIAL ELECTION DISTRICTS PRIOR TO THE QUALIFYING PERIOD FOR THE MUNICIPAL ELECTION OF 2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.**

**Resolutions**

**13.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2022 AMENDMENTS TO THE TWO (2) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX, AND THE ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Vice Mayor Jablonski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**14.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES 2021 URBAN AND COMMUNITY FORESTRY PROGRAM TO RECEIVE THIRTEEN THOUSAND DOLLARS AND ZERO CENTS (\$13,000.00) TO SUPPLEMENT THE CALUSA CORNERS PARK NATIVE PLANTING PROJECT AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.



**MOTION: TO APPROVE THE RESOLUTION.**

**15.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR AN AMENDED AND COMPREHENSIVE FEE SCHEDULE FOR BUILDING PERMIT FEES, ENGINEERING FEES, FIRE FEES, PLANNING FEES, AND ZONING FEES ASSOCIATED WITH PERMITTING AND INSPECTIONS; AND TO INCLUDE ADMINISTRATIVE, TRAINING AND TECHNOLOGY FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Hartmann, seconded by Council Member Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**16.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND SEPI ENGINEERING & CONSTRUCTION, INC. AGREEMENT; EXTENDING THE AGREEMENT FOR AN ADDITIONAL THREE (3) YEAR TERM; AUTHORIZING MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE THE NEW AGREEMENT WITH SEPI ENGINEERING & CONSTRUCTION, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**17. Approval of Minutes**  
**a. March 24, 2022 Regular Meeting**

The following motion was made by Council Member Hartmann, seconded by Vice Mayor Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting Yes.

**MOTION: TO APPROVE THE MARCH 24, 2022 REGULAR MEETING MINUTES.**

**18. Appointments**  
**a. 2022-2023 Broward League of Cities Board of Director Appointments.**

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

**MOTION: TO REAPPOINT COUNCIL MEMBER ALLBRITTON AS DIRECTOR, AND TO APPOINT VICE MAYOR JABLONSKI AS FIRST ALTERNATE AND COUNCIL MEMBER KUCZENSKI AS SECOND ALTERNATE.**

**19. Adjournment**

Meeting was adjourned at 10:25 p.m.

*Respectfully submitted:*

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*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 26<sup>th</sup> day of May 2022*

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*Steve Breitkreuz, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.