



# Southwest Ranches Town Council

## REGULAR MEETING Agenda of May 25, 2023

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

### **Presentations**

3. **WM Services Update - Barbara Herrera**
4. **Proclamation Presented By Council Member Kuczenski - Jewish American Heritage Month - May 2023**
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**

### **Resolutions**

10. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SERVICE ORDER BETWEEN THE TOWN OF SOUTHWEST RANCHES AND CLEARGOV, INC. FOR A CLOUD-NATIVE BUDGET CYCLE MANAGEMENT SOFTWARE SUITE AT FIRST YEAR COST OF SIX THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$6,625.00);**

**AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CIOLI GROUP, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR THE SOUTHWEST RANCHES COMMUNITY FARMER'S MARKET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO PARTICIPATE AS A MUNICIPAL PARTY IN AN INDEPENDENT LEGAL ENTITY KNOWN AS THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- 13. Approval of Minutes**
  - a. April 27, 2023 Regular Meeting Minutes**
  - b. May 11, 2023 Regular Meeting Minutes**
- 14. 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.

**Proclamation**  
**JEWISH AMERICAN HERITAGE MONTH**  
**May 2023**

**Whereas**, this month, we celebrate the enduring heritage of Jewish Americans, whose values, culture, and contributions have shaped our character as a Nation. For generations, the story of the Jewish people — one of resilience, faith, and hope in the face of adversity, prejudice and persecution — has been woven into the fabric of our Nation's story. It has driven us forward in our ongoing march for justice, equality, and freedom as we recommit to upholding the principles of our Nation's founding and realizing the promise of America for all Americans; and

**Whereas**, for centuries, Jewish refugees fleeing oppression and discrimination abroad have sailed to our shores in search of sanctuary. Early on, they fought for religious freedom, helping define one of the bedrock principles upon which America was built. Union soldiers celebrated Passover in the midst of the Civil War. Jewish suffragists fought to expand freedom and justice. And Jewish faith leaders linked arms with giants of the Civil Rights Movement to demand equal rights for all; and

**Whereas**, Jewish Americans continue to enrich every part of American life as educators and entrepreneurs, athletes and artists, scientists and entertainers, public officials and activists, labor and community leaders, diplomats and military service members, public health heroes, and more; and

**Whereas**, there is also a dark side to the celebrated history of the Jewish people — a history marked by genocide, pogrom, and persecution — with a through line that continues in the record rise of antisemitism today. We have witnessed violent attacks on synagogues, bricks thrown through windows of Jewish businesses, swastikas defacing cars and cemeteries, Jewish students harassed on college campuses, and Jews wearing religious attire beaten and shot on streets. Antisemitic conspiracy theories are rampant online, and celebrities are spouting antisemitic hate; and

**Whereas**, these acts are unconscionable and despicable. They carry with them terrifying echoes of the worst chapters in human history. Not only are they a strike against Jews, but they are also a threat to other minority communities and a stain on the soul of our Nation. Antisemitic incidents remind us that hate never truly goes away — it only hides until it is given just a little oxygen. It is our obligation to ensure that hate can have no safe harbor in America and to protect the sacred ideals enshrined in our Constitution: religious freedom, equality, dignity, and respect. That is the promise of America; and



**Whereas,** the Town will not remain silent in the face of this antisemitic venom, vitriol, and violence; and

**Whereas,** the federal government is developing the first national strategy to counter antisemitism that outlines comprehensive actions the Federal Government will undertake and that reflects input from over a thousand Jewish community stakeholders, faith and civil rights leaders, State and local officials, and more. This strategy will help combat antisemitism online and offline, including in schools and on campuses; improve security to prevent antisemitic incidents and attacks; and build cross-community solidarity against antisemitism and other forms of hate; and

**Whereas,** governance alone cannot root out antisemitism and hate. All Americans — including business and community leaders, educators, students, athletes, entertainers, and influencers — must help confront bigotry in all its forms. We must each do our part to put an end to antisemitism and hatred and create a culture of respect in our workplaces, schools, and homes and across social media; and

**Whereas,** this Jewish American Heritage Month, let us join hands across faiths, races, and backgrounds to make clear that evil, hate, and antisemitism will not prevail. Let us honor the timeless values, contributions, and culture of Jewish Americans, who carry our Nation forward each and every day. And let us rededicate ourselves to the sacred work of creating a more inclusive tomorrow, protecting the diversity that defines who we are as a Town and as a Nation, and preserving the dignity of every human being — here at home and around the world.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Town Council of Southwest Ranches, the month of proclaim May 2023 as Jewish American Heritage Month. We call upon all Americans to learn more about the heritage and contributions of Jewish Americans and to observe this month with appropriate programs, activities, and ceremonies.

**Dated this 27<sup>th</sup> Day of April, 2023**

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**STEVE BREITKREUZ, MAYOR**





**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**  
**Jim Allbritton, Vice Mayor**  
**Bob Hartmann, 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**  
**Emil C. Lopez, CPM, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Emil Lopez, Town Financial Administrator  
**DATE:** 5/25/2023  
**SUBJECT:** Service Order with ClearGov, Inc. for a cloud-native budget cycle management software suite

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### **Recommendation**

It is recommended that the Town Council approves a service order with ClearGov, Inc. in an amount not to exceed \$6,625 for FY 2022-2023 to implement and maintain a cloud-native budget cycle management software suite. See Exhibit A – Service Order.

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

No

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

### **Background**

Budget preparation is designed to assist the Town's management in the development of short-term and long-term plans to meet policy and legal directives. Appropriately, the Town Council provides policy directives which are the principal focus of each budget process. The budget process begins with the development of instructions and general policy directives to departments as well as to advisory board liaisons. Documents and policies resulting from these discussions are then shared with all participants as a means of soliciting their identified needs and resources.

For the past twenty (20) years, the Town of Southwest Ranches has conducted the budget process manually and utilized Microsoft word and excel sheets to document these discussions as well as to track changes. In doing so, departments are responsible for identifying, researching, developing, and submitting requests for operating funds, new programs, capital improvements, and personnel changes. This dated process has resulted in delays such as documents, emails, notes, etc. spread across multiple inboxes and desktops. Additionally, the use of excel, word, and email are generic in nature and inhibit collaboration. In fact, constructing, combining, formatting, and correcting multiple spreadsheets are intense labor related and time-consuming.

### **Fiscal Impact/Analysis**

ClearGov, Inc. has agreed to implement and maintain a cloud-native budget cycle management software suite for the Town of Southwest Ranches. Additionally, ClearGov recognizes that each annual increase during the initial service period is subject to ongoing budget to appropriate actions and that in the event these appropriations are NOT approved by Town Council, it may terminate these services.

This budget software suite facilitates a full budget cycle that includes the modules of capital budgeting, personnel budgeting, operational budgeting, digital budget book, ClearPlans, and the Transparency portal.

### **Capital Budgeting**

It streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement. Includes among the features the following: dashboard, scenario planning, and report builder.

### **Personnel Budgeting**

Built to more easily budget for salaries and benefits that include powerful tools to manage positions, requests, and keep departments abreast of changes. Includes among the features the following: dashboard, vacancy planner, multi-year personnel plans, and report builder.

### **Operational Budgeting**

It streamlines communication with department heads and other budget stakeholders. It's a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale.

### **Digital Budget Book**

Automates most of the budget book creation process using templates and data-driven charts and tables. It meets the Government Finance Officers Association (GFOA) award criteria and delivers new levels of clarity and citizens engagement.

### **ClearPlans**

Streamlines the process for building, executing, and managing any kind of local government plan. It's also a tool for creating and tracking progress on strategic plans, comprehensive plans, infrastructure capital plans, and more.

## Transparency Portal

It's a simple to navigate transparency center. It includes easy to understand infographics that helps the Town share financial information, departmental goals, and results in a way that informs and engages the community.

The cost of this software is funded in the current fiscal year 2022-2023 within the General Fund non-departmental department in the amount of \$40,000 thus an anticipated savings of \$33,375 is expected. The fiscal year impact for the next five (5) fiscal years is listed below.

<b>Fiscal Year</b>	<b>Cost</b>	<b>Annual Subscription Increase (3%)</b>	<b>Total Cost</b>
2022-2023	\$6,625.00	\$0.00	\$6,625.00
2023-2024	\$20,617.50	\$0.00	\$20,617.50
2024-2025	\$20,617.50	\$618.53	\$21,236.03
2025-2026	\$21,236.03	\$637.08	\$21,873.11
2026-2027	\$21,873.11	\$656.19	\$22,529.30
2027-2028	\$22,529.30	\$675.88	\$23,205.18
Total	\$113,498.44	\$2,587.68	\$116,086.12

Starting in fiscal year 2028-2029, the annual subscription service percentage (%) will increase to six percent (6%) and continue at that same rate should the Town decides to extend these services.

## **Staff Contact:**

Emil C. Lopez, Town Financial Administrator

## **ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	5/19/2023	Resolution
Exhibit A - Service Order	5/18/2023	Exhibit
Exhibit B - ClearGov Budget Software Proposal	5/18/2023	Exhibit
Exhibit C - ClearGov BCM Service Agreement	5/18/2023	Exhibit



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## **RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SERVICE ORDER BETWEEN THE TOWN OF SOUTHWEST RANCHES AND CLEARGOV, INC. FOR A CLOUD-NATIVE BUDGET CYCLE MANAGEMENT SOFTWARE SUITE AT FIRST YEAR COST OF SIX THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$6,625.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches has been utilizing a manual and inefficient method of compiling information, generating the budget book, and monitoring the Town's budget; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement with ClearGov, Inc. to provide a cloud-native budget cycle management software suite; and

**WHEREAS**, ClearGov has agreed to implement and maintain a cloud-native budget cycle management software suite for fiscal year 2022-2023 pro-rata amount of six thousand six hundred twenty-five dollars and zero cents (\$6,625.00), then twenty thousand six hundred seventeen dollars and fifty cents (\$20,617.50) annually through fiscal year 2028, which is considered as the initial service period; and

**WHEREAS**, during the initial service period there will be an annual increase of 3% through fiscal year 2027-2028); and

**WHEREAS**, ClearGov recognizes that each annual increase during the initial service period is subject to ongoing appropriations that in the event these appropriations are not approved by the Town Council it may terminate these services; and

**WHEREAS**, after the initial service period, the annual subscription service fee shall automatically increase by 6% annually beginning October 1, 2028, if the Town chooses to renew; and

**WHEREAS**, ClearGov has agreed to provide unlimited training to the Town's staff at no additional cost; and

**WHEREAS**, the cost of this software is funded in the current fiscal year 2022-2023 budget within the general fund non-departmental department (001-3900-519-99100 Contingency); and

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

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

**Section 2. Adoption.** The Town Council hereby agrees and approves an Agreement, in substantially the same form as that attached hereto as Exhibit "A", with ClearGov, Inc.

**Section 3:** The Town Council of the Town of Southwest Ranches hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the service order 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 May, 2023 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartman \_\_\_\_\_  
Jablonski \_\_\_\_\_  
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  
1001.2329.01





2 Mill & Main; Suite 630; Maynard, MA 01754

# Service Order

<b>Created by</b>	Nathaniel Pecina
<b>Contact Phone</b>	512-507-5879
<b>Contact Email</b>	npecina@cleargov.com

<b>Order Date</b>	May 31, 2023
<b>Order valid if signed by</b>	<b>May 31, 2023</b>

Customer Information					
<b>Customer</b>	Southwest Ranches, FL	<b>Contact</b>	Emil Lopez	<b>Billing Contact</b>	Emil Lopez
<b>Address</b>	13400 Griffin Road,	<b>Title</b>	Town Financial Administrator	<b>Title</b>	Town Financial Administrator
<b>City, St, Zip</b>	Southwest Ranches, FL 33330	<b>Email</b>	elopez@southwestranches.org	<b>Email</b>	elopez@southwestranches.org
<b>Phone</b>				<b>PO # (If any)</b>	

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	\$ 7,200.00
ClearGov Setup Bundle Discount: Discount for bundled solutions	Tier 1	\$ (2,880.00)
WAIVED: Customer Value Add	Tier 1	\$ (4,320.00)
<b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>		<b>\$ -</b>
Subscription Services	Tier	Service Fees
ClearGov Operational Budgeting - Civic Edition	Tier 1	\$ 8,700.00
ClearGov Personnel Budgeting - Civic Edition	Tier 1	\$ 8,300.00
ClearGov Capital Budgeting - Civic Edition	Tier 1	\$ 5,400.00
ClearGov Digital Budget Book - Civic Edition	Tier 1	\$ 4,950.00
ClearGov ClearPlans - Civic Edition	Tier 1	\$ 4,950.00
ClearGov Transparency - Civic Edition	Tier 1	\$ 4,300.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions	Tier 1	\$ (15,982.50)
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>		<b>\$ 20,617.50</b>

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
<b>Setup</b>	Jun 1, 2023	Jun 1, 2023	ClearGov Setup Services (OB, PB, CB,TR,DBB)
<b>Pro-Rata</b>	Jun 1, 2023	Sep 30, 2023	ClearGov Subscription Services (OB, PB, CB,TR,DBB)
<b>Beta</b>	Jun 1, 2023	Jul 31, 2023	ClearGov Subscription Services (ClearPlans)
<b>Pro-Rata</b>	Aug 1, 2023	Sep 30, 2023	ClearGov Subscription Services (ClearPlans)
<b>Initial</b>	Oct 1, 2023	Sep 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jun 1, 2023	\$ 5,800.00	4 Month Pro-Rata Subscription Fee (OB, PB, CB,TR,DBB)
Aug 1, 2023	\$ 825.00	2 Month Pro-Rata Subscription Fee (ClearPlans)
Oct 1, 2023	\$ 20,617.50	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
<b>Valid Until</b>	<b>May 31, 2023</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the date of invoice.
<b>Initial Period Rate Increase</b>	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
<b>Rate Increase</b>	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
<b>Original Service Order</b>	This ClearGov Service Order supersedes the ClearGov Service Order with an Order Date of May 3, 2023, (the "Original Service Order"). The Original Service Order shall be null and void as of the execution of this ClearGov Service Order by both Parties.
<b>Appropriations</b>	ClearGov acknowledges that this Service Order is subject to ongoing appropriations by Customer's applicable appropriating body and/or board of directors.
<b>Customer Satisfaction Guarantee</b>	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	This ClearGov Service Order shall become binding upon execution by both Parties. The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement.

Customer	
<b>Signature</b>	
<b>Name</b>	Emil Lopez
<b>Title</b>	Town Financial Administrator

ClearGov, Inc.	
<b>Signature</b>	
<b>Name</b>	Bryan A. Burdick
<b>Title</b>	President

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

Customer Upgrades (ClearGov internal use only)			
<b>This Service Order is a Customer Upgrade</b>	No	<b>If Yes: Original Service Order Date</b>	

# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



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# Software Proposal

**PREPARED ON**

5/01/2023

**PREPARED FOR**

Emil Lopez  
Town Financial Administrator  
Town of Southwest Ranches

**PREPARED BY**

Nathaniel Pecina  
ClearGov, Inc.  
npecina@cleargov.com  
512.507.5879



## OUR MISSION

# We Create Easy-to-Use Software to Help Governments Budget Better

**NACo endorses ClearGov Budget Cycle Management as the  
budgeting solution of choice for local governments.**



*"ClearGov's commitment to modernizing the government budgeting process with affordable, easy-to-use software has saved counties countless hours by streamlining and automating the annual budget process. After our rigorous evaluation process, we are pleased to share ClearGov's innovative solutions with our members."*

**Paul Terragno**  
Financial Services Center Managing Director,  
NACo



5/01/2023

Emil Lopez  
Town Financial Administrator  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

Dear Emil,

Per our discussions, I am pleased to provide you and your team at Southwest Ranches with the attached software proposal for your consideration

Our mission at ClearGov is to create easy-to-use, modern software to help governments budget better. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement, and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to be just right for local governments like Southwest Ranches.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you.

Sincerely yours,

Nathaniel Pecina  
ClearGov, Inc.  
npecina@cleargov.com  
512.507.5879

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## Mission

ClearGov's mission is to create easy-to-use, modern software that helps local governments budget better. We believe that every local government should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

## Solutions Overview

Based on our conversations with Southwest Ranches and our understanding of your key needs and objectives, we are proposing the following ClearGov solutions:

### ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting solution that is specifically tailored to the needs of local governments to streamline the budgeting process.
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Provides visual dashboards for all funds summary and budget to actuals
- Enables end-of-year projections and fund balance analytics

### ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

### ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard with the ability to filter by department, funding source, request type and more
- Leverage capital request template forms and create custom forms
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests

### ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

### ClearGov ClearPlans

- An elegant solution that streamlines the process for building, executing and managing any kind of local government plan.
- Create and track progress on strategic plans, comprehensive plans, economic development plans, climate action plans, ARPA plans, infrastructure capital plans, etc.
- Automated workflows to create and collaborate on focus areas, goals and action items.

- Connect your strategic objectives directly to your budget.
- The ClearPlans Dashboard summarizes progress to date and highlights upcoming action items.

### ClearGov Transparency

- Transforms complex government financials into easy-to-understand infographics
- Publishes fiscal information in a uniquely compelling way that drives understanding and support throughout your community
- Includes simple but powerful tools that enable you to offer residents a window into capital projects and department performance

## Implementation Plan

You will be assigned an Implementation Manager (IM), who will develop a plan to get your team up and running that is based on your specific goals and timeline. The ClearGov Onboarding Process will have a big impact on your overall success with our platform, and as such, it is a team effort between you and ClearGov that includes three key components:

### General Ledger Data Mapping

- A ClearGov Data Onboarding Consultant will format, upload and map your financial data (i.e. revenue and expense data). Your role is to provide us with a complete set of data files as well as guidance on how you would like to view the data, and to review and provide feedback along the way. This is the most important onboarding step as it enables the full use of the budgeting applications.

### Training

- Our products are designed to be intuitive and easy to use, but ClearGov provides a robust set of self-directed training resources, as well as custom workshops to share best practices and help you get the most from our solutions.

### Configuration

- Once trained, you can easily configure the ClearGov platform to meet your specific needs - for example - by customizing capital request forms; creating wage schedules; selecting the panels to include in your Transparency Center; etc.

### Timeframe

- We have learned that different customers have different priorities, so the onboarding process usually takes between 60 - 90 days. If you have a specific deadline, please let me or your Implementation Manager know, and we'll get back to you quickly to let you know if it's possible, as well as what needs to happen - by when - to achieve that deadline.

## Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Southwest Ranches, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours “make democracy work better”. And while that may sound lofty, “democracy” is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Southwest Ranches into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.

# Budget Cycle Management Overview

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:



## CLEAR AND EASY TO USE

At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



## CLOUD-BASED

Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives local governments the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



## CONNECTED

All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.



## COLLABORATIVE

ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.



## COST EFFECTIVE

ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

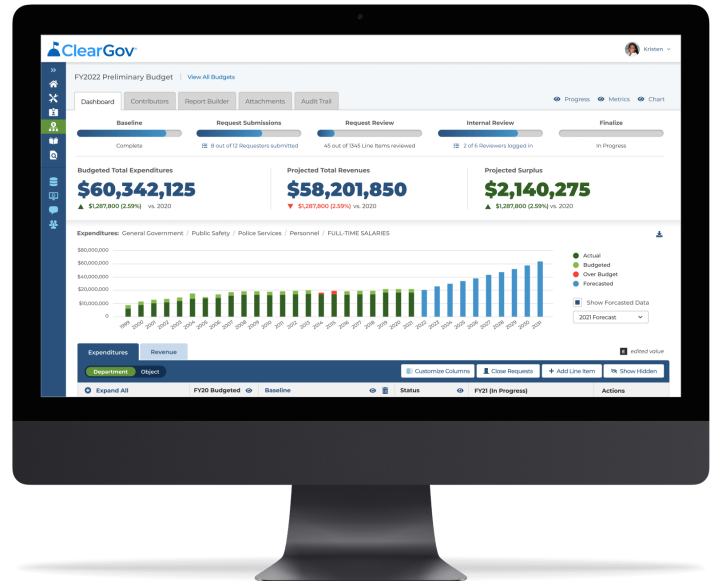
***Our goal is to delight our customers with unbeatable value in everything we do.***

# Operational Budgeting

## Budget Better Together

ClearGov Operational Budgeting is a suite of flexible, cloud-based budgeting, forecasting and fund balance modules designed to leverage your existing financial data into a more efficient and collaborative budget building process that streamlines communication with department heads and other budget stakeholders.

It is a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale. Designed specifically for local governments and school districts, ClearGov Operational Budgeting is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting tools.



[Watch a 5 minute micro-demo here](#)

✓ **Budget Dashboard**

✓ **All Funds Summary**

✓ **Automated Audit Trail**

✓ **Budget to Actuals Charts**

✓ **Unlimited Budgets**

✓ **Departmental Collaboration**

✓ **End of Year Projections**

✓ **Integrated Report Builder**

✓ **Fund Balance Metrics**

✓ **Multi-Year Forecasting, and more...**



*"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"*

**Brandon Neish**  
Finance Director  
City of Sweet Home, OR  
Population: 10,000

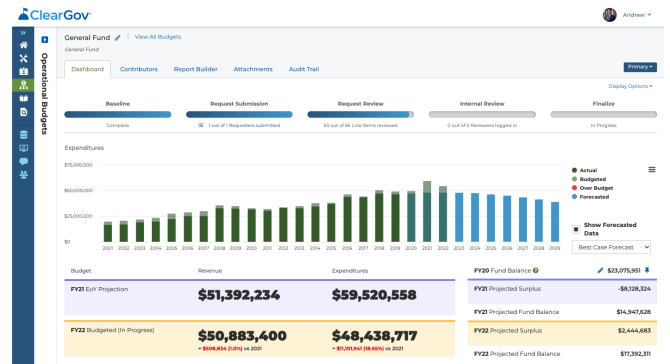




## Budget Builder

ClearGov's Budget Builder helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of local governments.

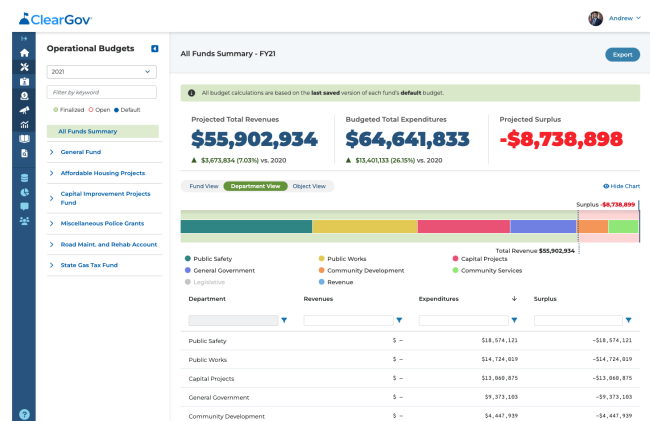
- **Choose your baseline:** Base your budget on last year's data, on a simple-to-generate budget forecast (see below) or use zero-based budgeting.
- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.
- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.
- **Add notes and supporting material:** Comments and supporting documents are easily attached directly to line items so they are readily available for reference.
- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.
- **Build custom reports with a click:** Easily create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.
- **Operational Budget Dashboard:** Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.



## All Funds Summary

With ClearGov's automated All Funds Summary dashboard, you can easily review your holistic budget. No more switching between spreadsheet tabs or scrolling screen by screen to get the full picture.

- **Automated Summary:** View your budget across all funds via an interactive, visual dashboard.
- **Toggle Your Views:** Filter and sort functionality is built-in. You can toggle your view by fund, department or object.
- **All Funds Summary Export:** Online collaborators will have access to the All Funds Dashboard, and with one click, you can export a full report to Excel, CSV or PDF.





## End of Year Projections

As your fiscal year progresses or as the fiscal year-end approaches, your collaborators can submit end-of-year projections. ClearGov automatically updates your projected fund balances to help you make more informed decisions for next year's budget.

Object	FY20 Projected	FY21 (In Progress)	FY22 Forecasted
Public Safety	\$18,437,833.00	\$18,449,120.50	-0.82%
Police Services	\$18,437,833.00	\$18,449,120.50	-0.82%
Capital Outlay	\$0.00	\$0.00	n/a
Personnel	\$118,978.00	\$118,978.00	0%
Operations and Maintenance	\$221,291.00	\$232,558.50	-1.31%
INCENTIVE PAY	\$0.00	\$0.00	n/a
MEMBERSHIPS & DUES	\$500.00	\$282.50	-50%
TRAINING & EDUCATION	\$0.00	\$20.00	-99.78%
FY20 Fund Balance	\$18,267,038.00	\$1,500.00	149980%
FY20 Proj. Surplus	\$31,214,636.00	\$0.00	n/a
FY20 Proj. Fund Balance	\$40,481,674.00	\$1,499.00	0%
FY20 Proj. Surplus	-\$8,168,424.00	\$30,300.00	0%
FY20 Proj. Fund Balance	\$41,333,320.00	\$0.00	-100%
SUBSCRIPTIONS & BOOKS	\$0.00	\$0.00	n/a
UNIFORMS	\$18,100.00	\$18,100.00	0%

- **EOY Collection:** Seamlessly include an “End-of-Year Projection” column in your budget workspace. Default to previous year’s numbers or zero-balance.
- **Fund Balance Analysis:** Utilize interactive charts to give your finance team new perspectives and insights on your projected Fund Balances.
- **Pin Your Chart:** Your collaborators can pin their fund balance chart to their workspace to see live updates as they work through their budget requests entry.

## Why does Southwest Ranches need this?

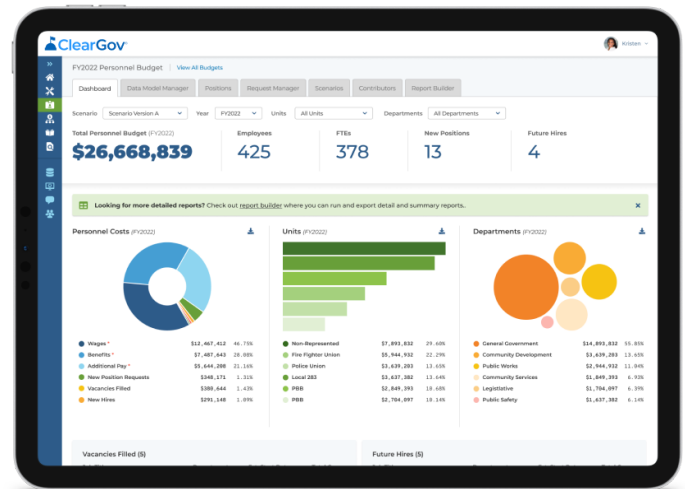
- **Improve accuracy:** Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.
- **Collaborate more effectively:** ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization — in real time — as budget development unfolds.
- **Free up time and resources:** Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.
- **Make better budgeting decisions:** ClearGov’s dynamic, graphical interface helps you clearly visualize historical trends — at a glance — so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.
- **Plan for the long term:** Access to an AI-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road. Create multiple forecasts to better plan for “best case” or “worst case” scenarios.
- **Identify areas of potential overspend/prevent waste:** With instant, easy access to benchmarking data, you can uncover areas for savings quickly and adjust your budget accordingly.

# Personnel Budgeting

## Modern Personnel Planning

Chances are that people represent the biggest chunk of your annual budget, and it's also the most complicated. ClearGov's Personnel Budgeting solution enables you to throw away those massive spreadsheets that you've been managing by hand and streamlines the entire personnel planning and forecasting process in a single, cloud-based, collaborative solution.

Complete with powerful tools to manage position requests, inform union negotiations and much more, ClearGov's Personnel Budgeting application is a unique software platform built specifically to help finance directors more easily budget for salaries, benefits and other personnel costs.



[Watch a 5 minute micro-demo here](#)

✓ **Personnel Dashboard**

✓ **Union Negotiation Planning**

✓ **Position Request Manager**

✓ **Multi-year Position Budgeting**

✓ **Vacancy Planning**

✓ **Integrated Report Builder**

✓ **Unlimited Scenario Planning**

✓ **And more...**



*"The more we work in ClearGov, the easier it gets. We first bought Transparency, and then subsequently added Digital Budget Book several months later. Now, we are planning to upgrade to the full suite this spring so we can use Operational Budgeting, Capital Budgeting, and Personnel Budgeting for our next budget cycle. The ClearGov team has been amazing to work with."*

**Linda Watson**  
Finance Director  
Paige, AZ  
Population: 7,375



## Personnel Request Manager

The ClearGov Personnel Budgeting solution enables you to quickly and easily setup and organize your personnel data, collective bargaining rules, open positions and more. Automated workflow tools enable you to capture position requests in a digital format and automatically incorporate these changes into your personnel planning model.

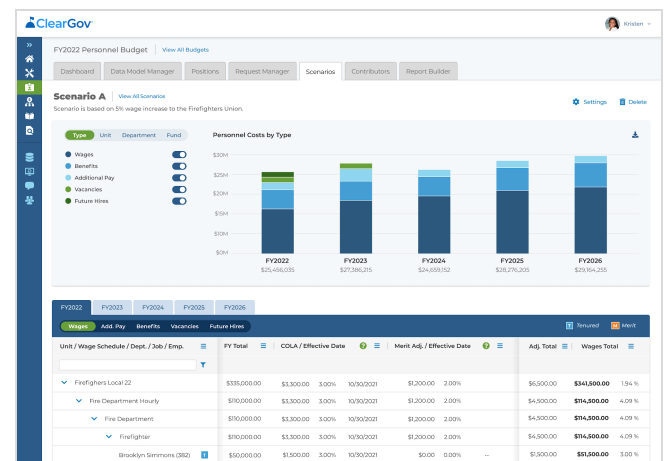
- **Position Management:** Easily import all people, positions and units from your accounting system and set up rules for steps, lanes, benefits, overtime and more.
- **Digital Request Forms:** Stop using paper or Excel request forms. Enable department heads to submit new position requests using digital request forms, and all data is automatically captured within your personnel plan.
- **Request Manager:** Manage all new position requests from one table. Easily see the details of each request, add comments for the requester, and take other actions on the request. Requests can be included in scenarios to see the impact of new positions as you build your personnel budget.



## Personnel Planning

ClearGov Personnel Budgeting provides a powerful yet intuitive set of tools to review, plan, compare and communicate multiple personnel plan scenarios to help you make smart decisions about your team and your budget. Compare and contrast single year or multi-year budgets. Easily alter any of your key assumptions to examine unlimited what-if scenarios.

- **Data and Rules Manager:** Intuitive tools enable you to set up and manage key assumptions and rules by position or by CBA unit.
- **Scenario Planning:** Seamlessly create unlimited, personnel budget scenarios based on applicable rules and assumptions by unit, by position or by individual.
- **Union Negotiations:** Analyze the effects of adjustments to salaries and benefits for more informed negotiations.
- **Vacancy Planning:** Get a complete picture of your current and future workforce budget; create and fill vacant positions on specified dates.
- **Multi-Year Planning:** Automatically create salary and benefit plans for up to 20 years in the future.

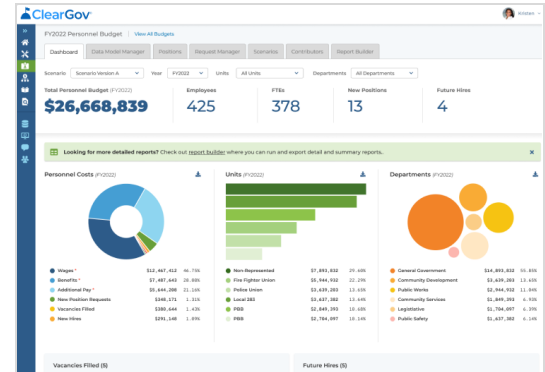




## Personnel Dashboard

ClearGov Personnel Budgeting rolls up all of your critical information into an easy-to-read, graphical dashboard to help you immediately see the impact of key decisions and share these insights with the rest of your team in a common cloud-based environment.

- **Robust Filtering:** Immediately see the impact on your headcount plans from multiple angles. Filter your personnel dashboard by department, job type, position, unit, and more.
- **Report Builder:** Create and export custom reports to share your workforce budget with internal and external stakeholders and existing systems.



## Why does Southwest Ranches need this?

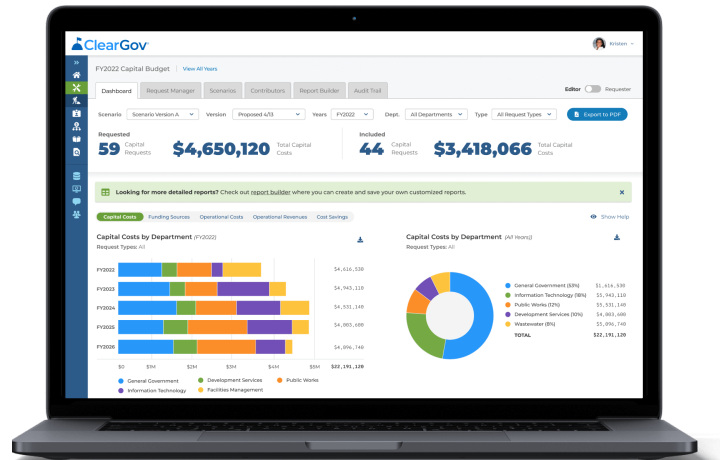
- **Scrap the Spreadsheets:** Get rid of those massive personnel planning spreadsheets and stop sorting through emails to find the right update. Best of all, eliminate those tedious spreadsheet errors that take hours and hours of precious time to find and fix. ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster.
- **Accurate forecasts:** More accurately forecast personnel expenses, including salaries, benefits and other ancillary compensation such as overtime to help you make better, fact-based decisions today.
- **Critical insights:** Leverage scenario planning to understand the true impact of key labor contract negotiations, plan for vacancies, furloughs and more.
- **Save time and effort:** Manage new position and reclassification requests more efficiently and incorporate those changes directly into your planning.
- **Streamline Budget Reviews:** Share your dashboard and key reports with internal and external stakeholders for review, feedback and approval. With all of the relevant information in one place, your budget review meetings will be a snap.
- **Synchronized budgeting:** ClearGov's Personnel Budgeting also syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process.

# Capital Budgeting

## Smart Capital Planning

Capital planning doesn't have to be complicated and it definitely doesn't need to be manual. It's time to get rid of those hard copy capital request forms and move your entire capital planning process into the digital age.

ClearGov Capital Budgeting is the first cloud-based capital improvement planning (CIP) solution specifically designed for local governments that streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement.



[Watch a 7 minute micro-demo here](#)

✓ Capital Budgeting Dashboard

✓ Unlimited Contributors

✓ Capital Request Manager

✓ Project Request Templates

✓ Request Scoring & Ranking

✓ Integrated Report Builder

✓ Unlimited Scenario Planning

✓ And more...



"Our CIP team absolutely loves the capital budgeting product. They love the fact that they can import our projects into it, and we can show our citizens this information. We are going to use the Transparency pages so that our citizens can get updates on our projects."

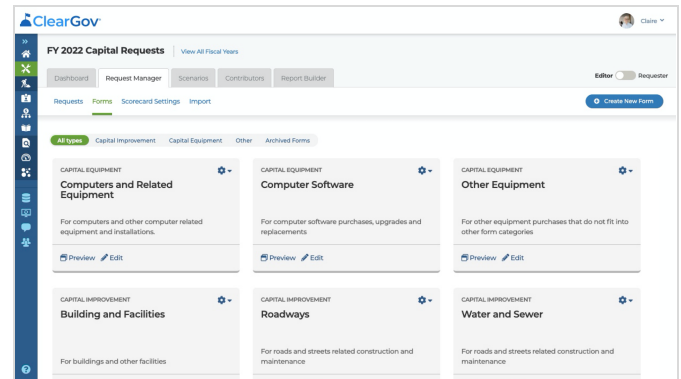
**Christin Lindsey**  
SR Budget Analyst  
Pflugerville, TX - City  
Population: 61,700



## Capital Requests

The Capital Request function is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your capital plan. Think of it as a modern, digital-first solution to an age-old, paper problem.

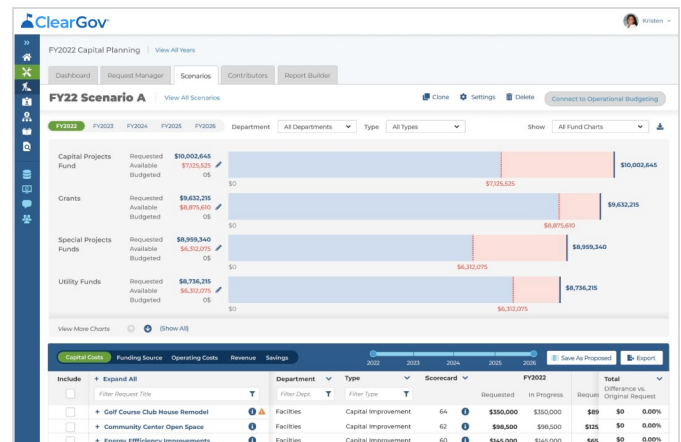
- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.
- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.
- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads.
- **Digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.
- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more — all from an intuitive dashboard.



## Scenario Planning

All capital request data is automatically integrated into the Scenarios functionality. Powerful but simple tools enable you to easily and visually identify how your expected funding matches up against all of the requests. Scenarios makes it point-and-click easy to examine multiple scenarios to help you make insightful decisions about which projects you need and can afford to fund.

- **Unlimited Scenarios:** Easily create, analyze and compare multiple scenario plans to propose and optimize your capital budget - both near and long term.
- **Scoring and Ranking:** Assign priorities and ratings to each project based on how they directly impact your key strategic initiatives.
- **Shift Funding Assumptions:** Can't afford to completely fund a project in one year...no problem. ClearGov Capital Budgeting enables you to spread funding assumptions across multiple years and explore multi-year what-if scenarios.



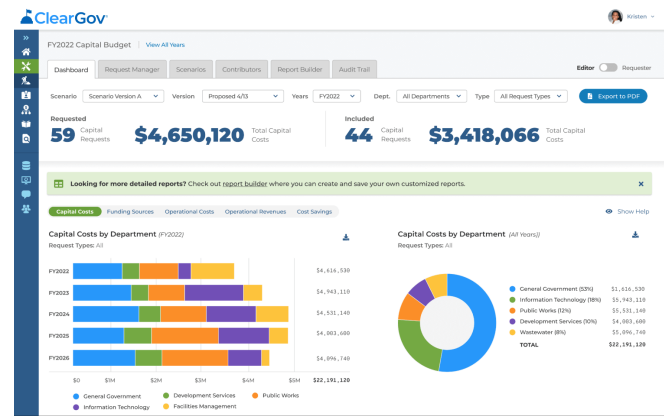




## Capital Budgeting Dashboard

The Capital Budgeting dashboard centralizes everything you need to plan and present your budget and provide deeper insight into capital requests. Use filters to visualize the data from multiple angles while you review capital costs, funding sources, operational costs, cost savings and project revenue.

- **Robust Filtering:** Immediately see the impact of capital requests on your budget from multiple angles. Filter your dashboard by department, year, request type and more.
- **Auto-generated graphs:** View your capital budget data with auto-generated charts that can be downloaded instantly to be used in presentations or shared with stakeholders.
- **Analyze Requests:** Easily click on a request to drill down into the details to see pictures, attachments and a cost breakdown.



## Why does Southwest Ranches need this?

- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click.
- **Critical insights:** Leverage scenario planning to understand the true impact of key capital projects in both the short term and over time.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.
- **Synchronized budgeting:** ClearGov's Capital Budgeting syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process. Capital Budgeting also syncs with and automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.

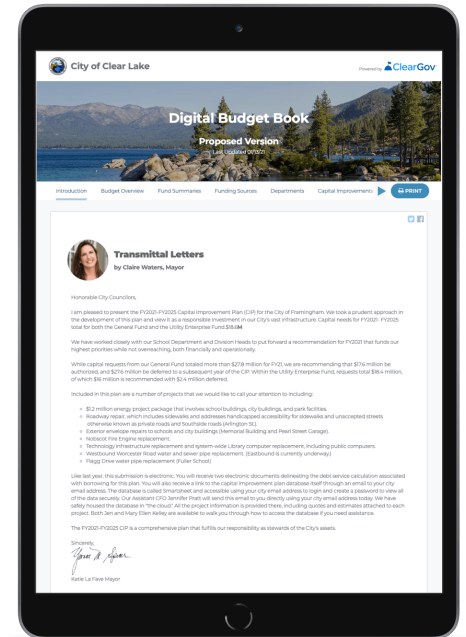
# Digital Budget Book

## Build an Award-Winning Budget Book in a Fraction of the Time

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

[Watch a 5 minute micro-demo here](#)



✓ Automated Fund Summaries

✓ Capital Improvements Inclusion

✓ Department Specific Pages

✓ Automatic Data Updates

✓ Collaborate and Customize

✓ Automated Workflows

✓ Built-in GFOA Best Practices

✓ And more...



*"We are proud to have won a GFOA award for our latest budget book that we created with ClearGov's Digital Budget Book. One GFOA reviewer even gave us an **Outstanding** rating for Document-wide Criteria and noted: 'The new software they have implemented is great. Graphics, charts, formatting: all exceptional. Outstanding as a communication device.' We are thankful to ClearGov for all of their support throughout the process."*

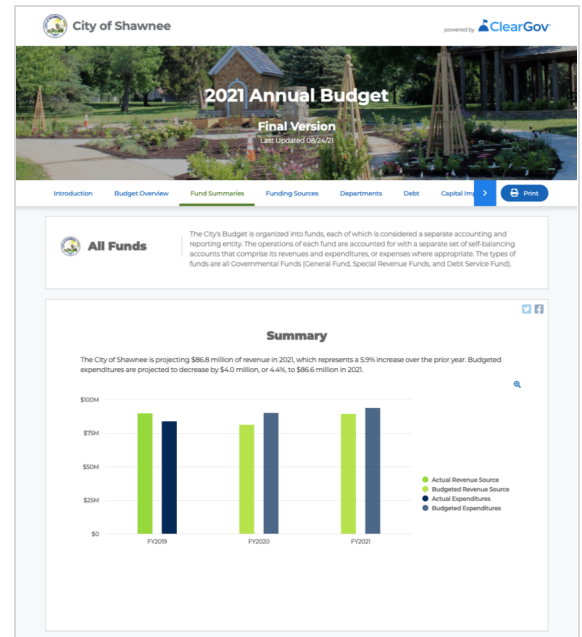
**Janet Holman**  
Financial System Manager  
Montgomery County, OH



## Budget Book Builder

The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

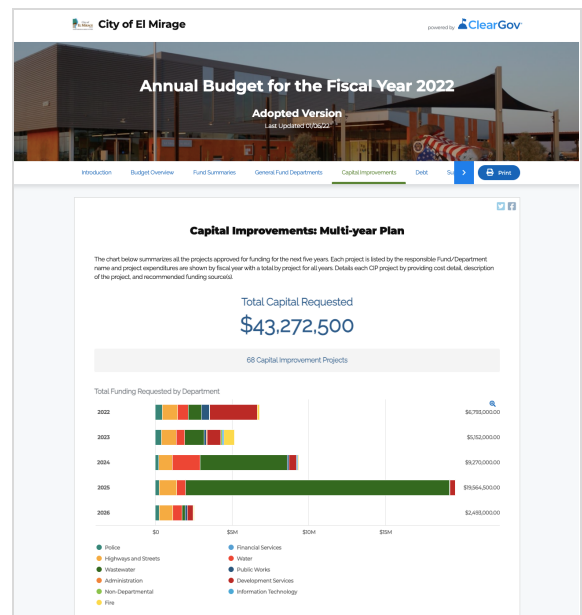
- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices



## Capital Improvements Inclusion

Utilize the free **Capital Requests Module** to automate and optimize the process of collecting, organizing and reporting capital requests across all departments. The Capital Requests Module also automatically populates your Digital Budget Book.

- **Automate your workflow:** Initiate, collect, track, and manage all your capital requests with simply online forms that can be easily customized to precisely fit your needs and preferences.
- **Publish to your budget book:** Automatically add annual and multi-year capital improvement plans directly into your digital budget book.



## Digital Budget Book Examples

Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:

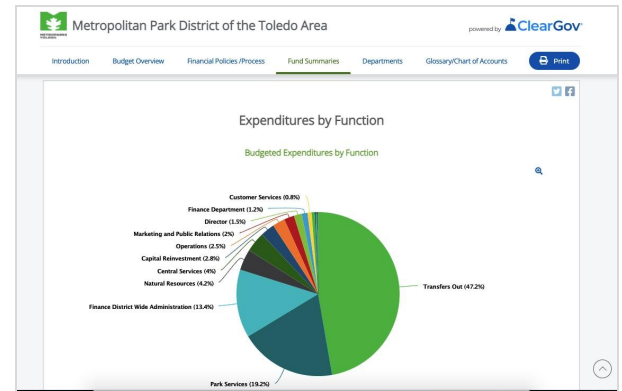
- [Dania Beach, FL Digital Budget Book](#)
- [Coral Springs, FL Digital Budget Book](#)
- [Village of Tequesta, FL Digital Budget Book](#)
- [El Mirage, AZ Digital Budget Book](#)
- [Woodbridge, CT Digital Budget Book](#)



## Automatic Data Updates

Revenue and expense data are automatically updated throughout your Digital Budget book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

- **Embedded Data:** Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.
- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.
- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.



## Why does Southwest Ranches need this?

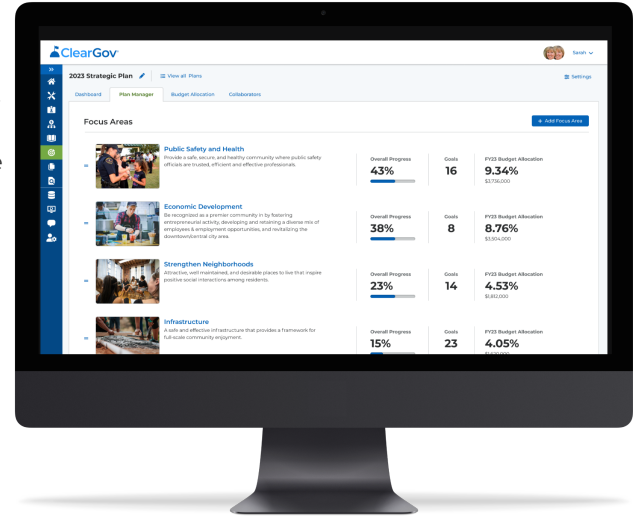
- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.
- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

## Create, Manage and Execute Any Plan

Building a strategic plan - or any kind of plan - can be a complex, difficult process. And, building the plan is just the beginning. Then, you have to execute, manage and track the plan to achieve your key objectives.

ClearGov's ClearPlans provides a modern solution to help you and your team easily collaborate, build and then execute any type of plan. Powerful dashboards highlight your activities and progress to give you the insight you need to stay on track. And, a built-in publishing platform helps you bring your plans to life for both internal stakeholders and the community at large.

[Watch a 5 minute micro-demo here.](#)



✓ Build Any Type of Plan

✓ Dashboard to Visualize Progress

✓ Define Key Objectives & Actions

✓ Budget Allocation

✓ Setup and Track KPIs

✓ Automated Workflow Collaboration

✓ Publish and Communicate

✓ And more...



*"ClearGov delivers exactly what they promise. The ClearGov solution helps us communicate our budget and key metrics in a way that everyone understands. Their solution is elegant, affordable, simple to use and saves us a bunch of time."*

**Ivy Adams**  
Budget Analyst  
Henry County, GA  
Population: 214,171



## Plan Manager

The Plan Manager module helps your team streamline the process of building **any** type of multi-tier plan. ClearPlans offers a flexible framework to help you track initiatives and next steps toward any objectives - from the highest to lowest levels. Build your plans collaboratively using modern web apps that streamline the steps from start to publish.

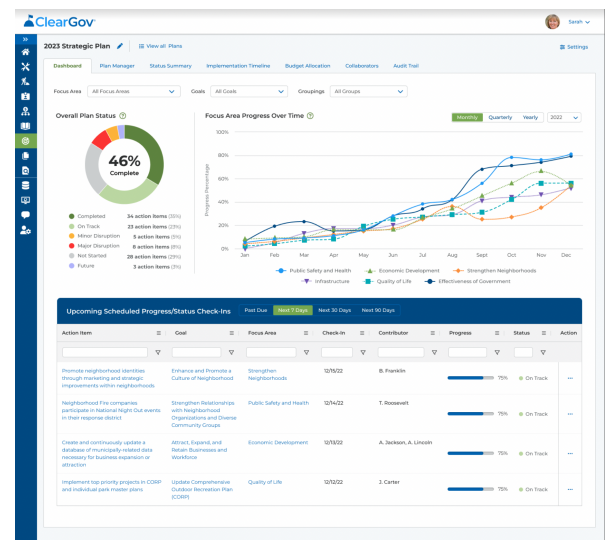
- **Collaborate in the Cloud:** Invite department heads and other stakeholders to create, update and document progress for each component of your plan via automated workflows.
- **Budget Allocation:** Connect your plan to specific funds to understand the impact, identify gaps and communicate clearly with constituents.
- **Built-In Best Practices:** Accelerate your planning process with crowd-sourced suggestions for key initiatives and objectives.
- **Monitor Impact with KPIs:** Monitor the impact of each goal as you progress by including charts and graphs tracking Key Performance Indicators.



## Planning Dashboard

The ClearPlans Dashboard gives you a birds-eye view of your overall plan and helps you visualize your progress toward key objectives. Built-in filters enable you to drill-down into specific focus areas and goals. Share your Dashboard with internal stakeholders and/or the community at large to keep everyone informed and show your results.

- **Track Progress:** Easily track and communicate the status of each initiative through scheduled check-ins with flexible frequency updates. Show overall progress and drill-down into specific action items.
- **Manage Your Plan:** Use built-in filters to drill-down into specific focus areas and goals to better understand the status. Identify areas of the plan that are behind schedule and get them back on track.
- **Automate Plan Management:** ClearPlans provides an automated notification schedule that automatically reminds and enables action plan owners to easily provide updates on a periodic basis. All updates are automatically rolled into the Dashboard, which also includes a summary of key next steps.



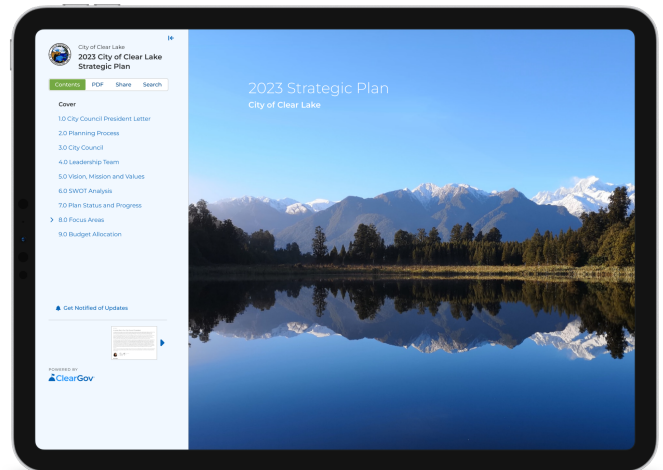




## Publish Your Plan

A built-in publishing platform enables you to publish an online and/or .PDF version of your plan. Easy-to-use tools and templates help you create a world-class presentation without any special technical skills or design expertise.

- **Prepopulated and preformatted:** Start with a core framework and pre-built templates for all of the key parts of your plan. Your key initiatives, action plan and dashboard are automatically updated in your plan website/document.
- **Highly customizable:** Add images, select templates, choose colors, and select styles to reflect your civic brand.
- **Optimized Publication:** Flexible publishing capabilities deliver professional-looking websites, complete with mobile & ADA optimizations, as well as print to PDF functionality. Constituents can also request email alerts for plan changes and updates.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet local government best practices.



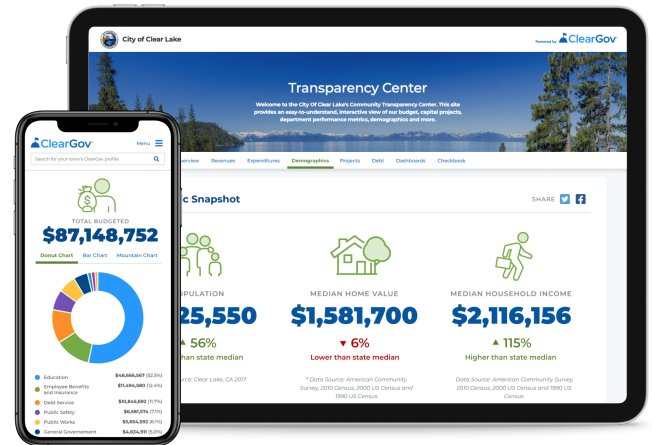
## Why does Southwest Ranches need this?

- **Building a plan has never been easier:** ClearPlans provides a simple, multi-tier framework and the collaborative, cloud-based tools you need to quickly build the insightful plan you need to help you achieve your objectives. Whether you're building a plan for the first time or updating your annual plan, ClearPlans has you covered.
- **Execution is the key:** A plan that sits on the shelf doesn't do anyone any good. ClearPlans also includes automated workflows to help you execute your plan and stay on track. An intuitive UI makes it easy for stakeholders to provide updates, and built-in reminders help the plan owner keep everyone on track. All progress is automatically summarized in a ClearPlans dashboard.
- **Tell your story:** ClearPlans publishing tools enable you to create a beautiful - yes...beautiful - online and/or .PDF version of your plan that can be linked directly to your website. Drive confidence with your constituents by showing them exactly how their tax dollars are being put to work for the benefit of your community.
- **Ongoing updates:** The one constant of planning is change. As your plans and priorities evolve over time, ClearPlans makes it easy to add, update and modify any component of your plan. Changes are automatically reflected in your master document and dashboard.
- **ClearPlans is for first-timers and professional planners alike:** Whether you're building your first strategic plan or you're AICP certified, you'll appreciate ClearPlan's modern, intuitive platform and you'll be impressed with how ClearPlans streamlines your planning process from start to publish.

## Tell Your Story

Tell your financial story using our simple-to-navigate transparency center. Easy-to-understand infographics help you share financial information, departmental goals and results in a way that informs and engages your community.

ClearGov Transparency is a suite of cloud-based solutions designed to remove the static from your communications efforts, so you can keep your community in the loop with the solid work you and your team are doing. With innovative, turnkey transparency profiles, project pages and department dashboards ClearGov Transparency helps you tell your story and show your work.



[Watch a 5 minute micro-demo here](#)

✓ **Fiscal Transparency**

✓ **Open Checkbook**

✓ **Department Dashboards**

✓ **Performance Metrics**

✓ **Peer Comparison**

✓ **Capital Project Pages**

✓ **Custom Chart Builder**

✓ **And more...**



*"We have received nothing but positive feedback from the public on our new ClearGov Transparency profile. It has helped us communicate our financials in a user-friendly and interactive way."*

**John Frye**  
Financial Services Director  
Pinehurst, NC  
Population: 15,580

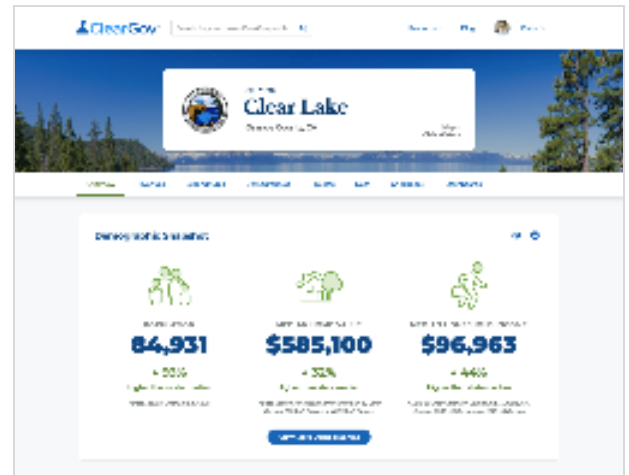




## Financial Transparency

Build community trust and support by publishing your financial data in an online profile that's feature-rich, easy to use, and easy to understand. It's an instant best-in-class transparency center that's miles ahead of the usual complex spreadsheets and static PDFs.

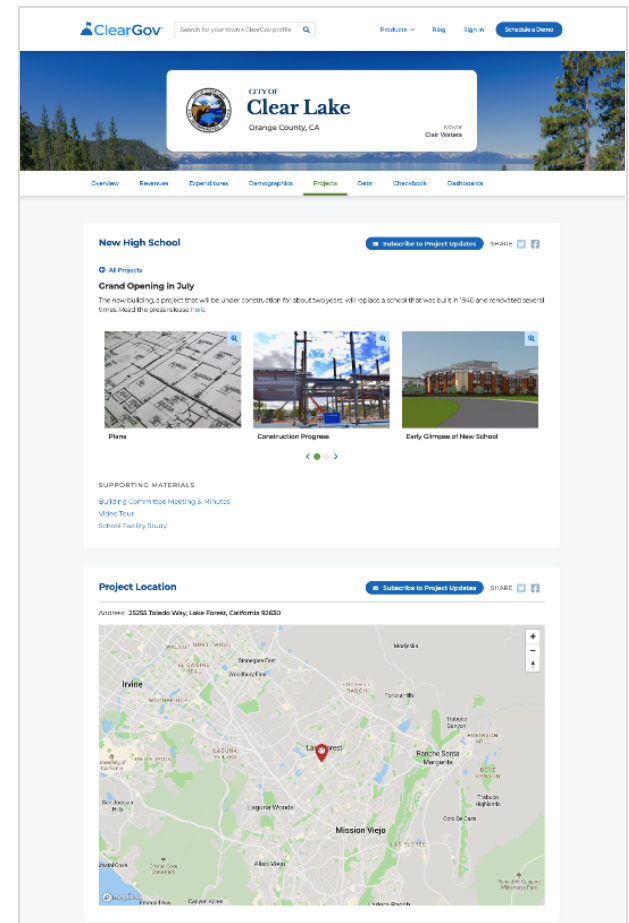
- **Easy-to-understand infographic format:** Help citizens and other stakeholders easily visualize and interpret important metrics.
- **Context features that make transparency meaningful:** Add explanatory notes that tell the story behind the numbers. Allow users to compare data side-by-side with similar communities near you.
- **Budget vs. actuals:** Clearly show how funds are collected and allocated. Reveal trends by showing historical data as well.
- **Open checkbook:** If desired, you can provide searchable, check-level detail revealing line-item spend.



## Capital Project Communications

Keep citizens in the loop with key data and updates about all of your key projects. Project Pages take only minutes to populate and allow you to share photos, timelines, funding sources, and more — all in one centralized location. If you're also using ClearGov Capital Budgeting you can publish capital requests from department heads directly to project pages in just one click.

- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.
- **Share images:** Bring your project's story to life by posting photos and architectural renderings.
- **Allow citizens to subscribe:** Visitors to your Project Pages can subscribe to receive automatic email updates every time you make a change.
- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.



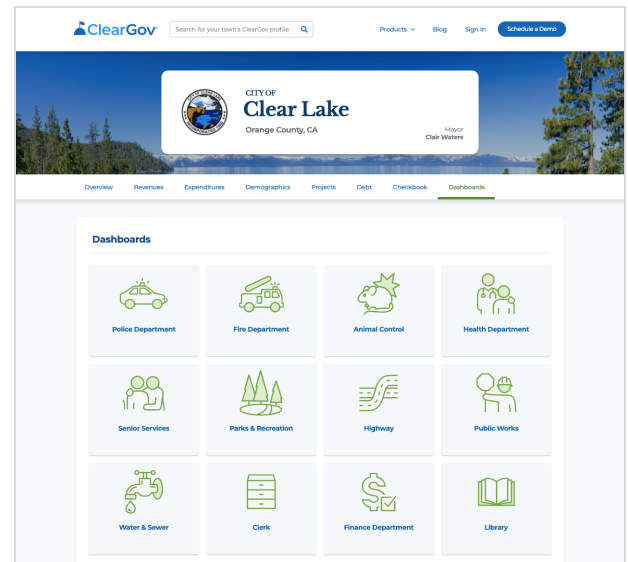


## Department Dashboards

Tell your government's whole story by publishing updates detailing department-level performance metrics. Showcase KPIs for any and all departments, from animal control to the zoning board.

ClearGov Department Dashboards are extremely flexible and point-and-click easy to assemble. You can use Department Dashboards to display any metric you like. Plus, the ClearGov solution makes sure that your data is presented in a way that's easy for your residents to interpret and understand.

- **Customize:** Display department-specific KPIs. Add the department head's name, title, picture, and a brief intro letter.
- **Create panels:** Select the appropriate template for each section you want to display. If you like, add commentary or explanatory text.
- **Add charts:** Pull in existing graphics from the ClearGov Chart Builder App or easily create new ones specific to your dashboard.



## Why does Southwest Ranches need this?

- **Drive community support:** By sharing critical facts and figures with citizens, you can foster a climate of trust and understanding that helps drive public support for key initiatives.
- **Dispel public misconceptions:** MIT research shows that false news travels faster, farther, and deeper than true news, particularly through social media. In the age of misinformation, readily accessible and easily understood facts are your best defense against public misconceptions.
- **Reduce inquiries:** Research by the Sunlight Foundation indicates that municipal transparency programs reduce citizen information requests by 30 percent. The more data you share with constituents now, and the clearer you make it, the fewer inquiries and record requests you'll field on an ongoing basis.
- **Promote value:** Where else can the average citizen go to find out about police response times or annual fundraising efforts? Department Dashboards let every division tell its own unique story.
- **Hold departments accountable:** They say that what gets measured is what gets done. ClearGov dashboards are a simple and effective way to track department performance against goals and to promote a culture of performance and transparency agency-wide.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.

In the interest of transparency, we want to provide guidance around the scope of usage that is included with each ClearGov solution. The tables below do not provide a detailed list of every feature and/or function included in the product. These tables provide a summary of the key things that you can do with each solution once your account has been activated.



## ClearGov Operational Budgeting - Product Scope

Once your data has been onboarded, ClearGov Operational Budgeting enables Southwest Ranches team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Service Description	In Scope
<b>Create Forecasts:</b> Auto generate one or more forecasts for each of your funds. Modify forecasts based on what-if scenarios adjust parameters as needed.	Unlimited forecasts
<b>Create Budgets:</b> Create one or more budgets for each of your applicable funds. Invite collaborators, iteratively build the budget and share with reviewers.	Unlimited budgets
<b>Export Budgets to ERP:</b> Export your final budget(s) from ClearGov in order to import directly into your accounting system / ERP. NOTE: Depending on your ERP, your export file may require formatting prior to import.	Export Format:Excel; .CSV file



## ClearGov Personnel Budgeting - Product Scope

Once you have uploaded your position and personnel data, ClearGov Personnel Budgeting enables Southwest Ranches team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
<b>Personnel Request Forms:</b> Create forms for your contributors to submit personnel requests.	Unlimited personnel request forms
<b>Personnel Data Import:</b> Import personnel and position data into your personnel plan.	Unlimited positions and personnel
<b>Personnel Scenario Planning:</b> Input and adjust key rules and assumptions to create and analyze personnel budget scenarios.	Unlimited scenario planning



## ClearGov Capital Budgeting - Product Scope

Once your subscription is activated, ClearGov Capital Budgeting enables Southwest Ranches team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed

to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
<b>Capital Request Forms:</b> Create forms for your contributors to submit capital requests.	Unlimited capital request forms
<b>Capital Request Imports:</b> Import existing capital requests to your capital plan and/or present in your budget book.	Unlimited capital requests
<b>Capital Scenario Planning:</b> Input and adjust capital funding assumptions to create and analyze capital budget scenarios.	Unlimited scenario planning



## ClearGov Digital Budget Book - Product Scope

Once your data has been onboarded, ClearGov Digital Budget Book enables Southwest Ranches team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
<b>Capital Request Forms:</b> Using ClearGov's free Capital Requests Module, you can create forms for your contributors to submit capital requests to create a Capital Request summary for your Digital Budget Book.	Unlimited capital request forms
<b>Digital Budget Books:</b> Create comprehensive digital budget books based on onboarded budget data and the narrative added by you.	Unlimited Digital Budget Book versions
<b>Digital Budget Book Pages:</b> Fill out templated sections of your budget book using ClearGov's toolset and GFOA guidelines embedded in the product, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages
<b>Printed Budget Books:</b> ClearGov's Digital Budget Book solution includes print to .PDF functionality. It automatically creates .PDF documents of the full budget book or selected sections.	Unlimited



## ClearGov ClearPlans - Product Scope

Once your ClearPlans subscription has been activated, Southwest Ranches team members can immediately begin to collaborate and build a plan. If you wish to allocate your budget to specific objectives, you will need to have your data onboarded, but you don't have to wait for data onboarding to start building your plan. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
<b>Plan Manager:</b> Create comprehensive multi-tier plans for any planning purpose. Each plan may have an unlimited number of focus areas, goals and actions items.	Unlimited plans of any type
<b>Published Plans:</b> Fill out and publish templated sections of your plan using ClearGov's toolset, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages

**Printed Plans:** ClearGov's ClearPlans solution includes print to .PDF functionality. It automatically creates .PDF documents of the full plan or selected sections.

Unlimited



## ClearGov Transparency - Product Scope

Once your data has been onboarded, ClearGov Transparency enables Southwest Ranches team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your Client Success Manager will provide advice and suggest best practices to help you optimize your ClearGov Transparency implementation.

Description	In Scope
<b>Project Pages:</b> Create and publish website-based Project Pages to communicate capital projects and other community projects. Share project status, milestones, timeline, budget and other updates with your constituents.	Unlimited Project Pages
<b>Department Dashboards:</b> Using ClearGov's easy to learn and intuitive toolset, including custom charting, you can create Department Dashboards to communicate key performance metrics to your constituents.	Unlimited Department Dashboards
<b>Transparency Profile Launch:</b> Promote your transparency profile to residents through a press release, your website and social media.	ClearGov provides a release template and a customer banner for your Website.
<b>Data Updates:</b> You may regularly update your financial data at your discretion by sending new files to ClearGov. For example, you may post current FY budget and update periodically with actual spending.	You may provide monthly, quarterly (recommended) or annual updates for budget data. Open Checkbook data can be uploaded weekly.

# Implementation Plan

## Overview

The ClearGov onboarding process is designed to activate and set up your ClearGov solution. We have designed the process to be as straightforward as possible. Yes - there are some things you'll have to do, but the effort is likely to be much less than other robust software implementations you have experienced in the past. With your specific goals and budget timeline in mind, your Implementation Manager will develop a plan and guide you through what needs to be done to get you and your team up and running. The Implementation Manager will work with you and ClearGov's internal experts to achieve onboarding milestones.

It is important to note that the onboarding process will have a big impact on your long-term success with ClearGov and as such, it is a partnership with both shared and individual responsibilities. Rest assured that your Implementation Manager will keep you informed about progress and next steps along the way. Our job is to help you maximize the benefits you receive by using the ClearGov platform.



*"Governments looking for budgeting and transparency software need to know two things about ClearGov: 1) it's super easy to use, and 2) the ClearGov Client Success team is unparalleled in its ability to work individually with each client. I have not found that at any other company. No one does what ClearGov does, and they have really helped us do a better job."*

**Brandon Neish**  
Finance Director  
City of Sweet Home, OR  
Population: 10,000

## Roles & Responsibilities

Effectively and efficiently completing the onboarding process requires a small group of people - from both ClearGov and Southwest Ranches - with specific roles and responsibilities, as follows. NOTE: For some customers, one person may play multiple roles.

### Southwest Ranches Team

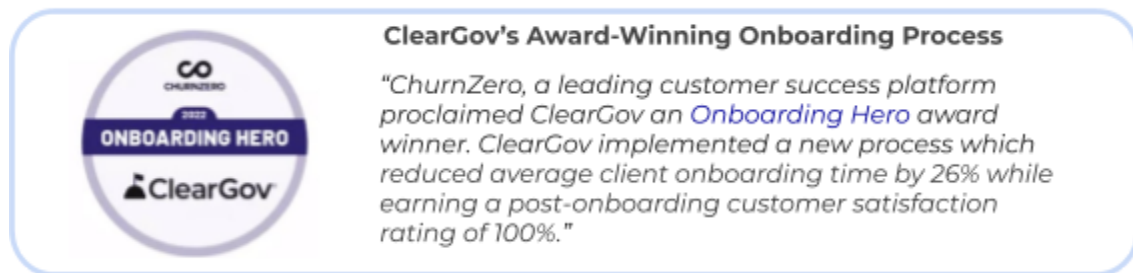
- **Executive Sponsor:** Champions the implementation and rollout of ClearGov inside Southwest Ranches. Removes roadblocks and acts as the escalation point if the onboarding process stalls.
- **Primary Contact:** Go-to person at Southwest Ranches who is the main liaison with ClearGov's Implementation Manager. Responsible for scheduling meetings and ensuring the right people from the organization attend.
- **Data Exporter:** The person responsible for exporting financial data from your ERP / Accounting System and providing Account ID structure information.
- **Data Reviewer:** The person responsible for reviewing and approving data maps and how your data displays within the ClearGov platform.

### ClearGov Team

- **Implementation Manager (IM):** Overall Project Manager for onboarding. Responsible for driving meetings as required and guiding you through the onboarding process. Ensures alignment with what needs to be done and who needs to do it.



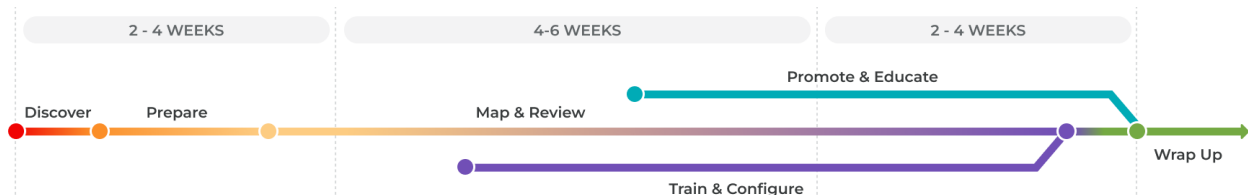
- **Data Onboarding Consultant (DOC):** ClearGov's DOC team is made up of **former local government finance officials**, so they have been in your shoes. Your DOC is responsible for uploading and categorizing your financial data. They will work closely with the Data Reviewer to complete data mapping.
- **Training & Enablement Specialist:** A ClearGov team member who is deeply familiar with ClearGov products and has developed on-demand educational material available in ClearGov's Support Center. This person will lead training workshops as necessary for users.
- **Client Success Manager (CSM):** Once your onboarding process is complete, you will be introduced to your Client Success Manager, who is responsible for making sure you achieve your objectives and have ongoing success using the ClearGov platform.
- **ClearGov Support Team ([support@cleargov.com](mailto:support@cleargov.com)):** Everyone on this team understands how ClearGov products work and can answer questions to help you complete a task. The ClearGov Support team is available for technical assistance for all ClearGov customers.
- **ClearGov Data Team ([data@cleargov.com](mailto:data@cleargov.com)):** The ClearGov Data Team is responsible for adding new or updating existing data after the initial onboarding is complete. NOTE: **Most members of our Data Team are former financial officials as well.**



## Data Onboarding Timeline

We have successfully onboarded hundreds of local governments, so we know that different organizations have different objectives and deadlines. Some of our customers want/need to implement as quickly as possible and make ClearGov their #1 priority. Other customers take a more relaxed approach and fit us in among other projects. As a result, the onboarding process typically stretches across 60 - 90 days, which allows enough time for us to collaborate and complete the important tasks mentioned in the next section.

### Typical Onboarding Timeline



**IMPORTANT - Meeting Your Deadline:** We are happy to work at whatever pace fits your needs, and we recognize that in certain circumstances, you may require an expedited onboarding process. If you have a specific deadline in mind, please inform your Account Executive or Implementation Manager as soon as possible. We will do our best to meet your deadline (we don't miss many of them), and we'll let you know exactly what we need from you - and when - in order to hit your objective.

## Data Onboarding Phases & Tasks

The onboarding process has six phases, as outlined below. Some of these phases overlap and can occur concurrently to reduce the duration of onboarding. Furthermore, once your product subscriptions are activated you are able to use the product(s) immediately to complete various setup & customization tasks while the financial data you provided to ClearGov is being uploaded and mapped.

## Phase 1: Discover

The Discover phase is the initial period when you and ClearGov develop a shared understanding of your goals, specific data requirements & structure, budget cycle timeline, and onboarding plan. Depending upon schedules and availability, the Discover phase - in conjunction with the Prepare phase - usually lasts 2 to 4 weeks, starting when you sign the ClearGov service order and your Account Executive connects you with your Implementation Manager. The Implementation Manager is the person who is responsible for overseeing the onboarding process and ensuring both you and the ClearGov team are on track to meet key milestones.

The key objectives during the Discover phase include:

- **Share Goals:** During the Kickoff call, your Implementation Manager will review and verify the goals you discussed with the Account Executive during the sales process.
- **Confirm Key Milestones & Dates:** This information will be used as input to the onboarding project plan and to ensure that everyone has common expectations.
- **Define Launch Requirements:** The Implementation Manager will guide you through exactly what needs to be completed prior to launching ClearGov applications with your organization.

Task	Responsibility	Notes
Product subscription activation	ClearGov	ClearGov will activate your subscription in accordance with the Service Start Date listed in your Service Order. ClearGov will create your initial Client Admin user, who can then access the platform and add additional (unlimited) users as necessary.
Kickoff & Data Discovery calls	ClearGov & Client	<p>The Implementation Manager will schedule two separate 30 - 60 minute Zoom sessions with your team.</p> <p>The first call is to discuss key objectives and the timeline for onboarding. The Client's Primary Contact should attend this meeting and anyone else who would like to be involved.</p> <p>The second is with a ClearGov Data Onboarding consultant to understand your financial data and collect information for categorizing that data. The Client's Primary Contact, Data Exporter, and Data Reviewer should attend this meeting.</p>
Complete Implementation Worksheet	ClearGov & Client	The Implementation Manager will share a worksheet with a few questions to help us better understand your specific needs and timeline.
Assemble teams and resources	ClearGov & Client	Identify and assemble the necessary individuals - on both teams - to participate in onboarding.
Create a detailed project plan with timeline	ClearGov	The Implementation Manager will develop the timeline and project plans and will review these with the Primary Contact.

## Phase 2: Prepare

The Prepare phase focuses mainly on helping ClearGov understand how you categorize your financial data and what changes may be necessary in order to display data the way you prefer within the ClearGov platform. During the Prepare phase, we will ask you to export financial data from your ERP or accounting system and provide information on your account code structure.



Task	Responsibility	Notes
Data Onboarding learning path	Client	We will share material to help you understand the ClearGov data onboarding requirements, as well as how certain choices will affect how your data is displayed within our products.
Scope data implementation	ClearGov	We will ask you to verify how many years of historical data you wish to include in the platform along with which budget and actual versions you want to onboard.
Export Financial Data	Client	We will ask you to export financial data from your ERP / accounting system, and we will provide data format requirements.
Provide mapping information	Client	We will ask you to provide guidance about how to categorize line items based on the structure of your Account IDs, i.e. help us understand your Account ID segment codes.
Review and clarify data	ClearGov	ClearGov will review the data files and information you provide and will let you know if we have clarifying questions.

### Phase 3: Map & Review

Formatting, uploading, and mapping your financial (i.e. general ledger revenue and expense) data is the most important step of the onboarding process because that data is what enables the full use of our budgeting applications. A ClearGov Data Onboarding Consultant will complete this work while relying on you to provide a complete set of data files and your input along the way. We will need you to attend a few calls, carefully review the mapping and provide timely feedback. It is our goal to make sure your financial data is presented through the ClearGov applications in the way you want.

Task	Responsibility	Notes
Upload and map financial data	ClearGov	We will format and upload your financial (revenue and expense) data and map each line item into categories such as fund, department, revenue source, and objects
Review initial mapping	ClearGov & Client	We will review your initial mapping with you in a Mapping Review call and develop a strategy for you to provide feedback.
Provide feedback and iterate initial mapping	ClearGov & Client	If necessary, we will create a mapping feedback form for you to fill out and return to us. We will make mapping revisions based on your feedback.
Review mapping in-product	ClearGov & Client	We will review how data flows into key product areas and how you can change how your data looks using product settings. If no initial mapping revisions are required, this process can happen in the initial Mapping Review call.
Product-specific settings	ClearGov & Client	During the in-product review, we will discuss how specific product settings can impact the presentation of your data, e.g. Digital Budget Book best practices for creating department pages with a consistent look.

### Phase 4: Train & Configure

Administrators can begin learning how to use ClearGov as well as configure non-financial application settings while data is being mapped. We have developed comprehensive courses that will provide you with step-by-step instructions on how to configure ClearGov. Your Implementation Manager will

recommend a custom learning path based on the products you have purchased. The specific tasks required in this phase are outlined in the table below.

Task	Responsibility	Notes
Administrators & editors begin their learning path and explore help resources	ClearGov & Client	Your Implementation Manager will recommend and enroll you in ClearGov Academy courses to help you meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption. Login to ClearGov Academy and begin your learning path, and log in to ClearGov and explore our Support Center resources.
Admin & Editor Workshops	ClearGov & Client	Schedule and complete product workshops, as required. (See note below for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.
Configure non-financial application settings	Client	Complete configurations in selected applications. Some examples: <ul style="list-style-type: none"> <li>Select the pages you would like to include in your Transparency Center</li> <li>Customize Capital Budgeting Forms</li> <li>Create Wage Schedules in Personnel Budgeting, etc.</li> </ul> Your Implementation Manager will provide a comprehensive list of configuration tasks you can complete while your financial data is being onboarded.
Import non-financial data	Client	Import non-financial data such as existing employee information for Personnel Budgeting and capital requests for Capital Budgeting.
Add users to the system	Client	In the User Management application, add all potential users to the system. Adding all users here makes it easy to select the appropriate people when it comes time to request budget input and review.

## ClearGov Workshops Overview

ClearGov's products are designed to be easy to use and our learning resources are robust. As a result, you may not need a Workshop for all products. If you want one, here are our guidelines:

- ClearGov will provide a 30-minute Workshop for each product in your subscription.
- ClearGov Workshops may be attended by both Administrators and Editors.
- ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is **highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop.**
- All Workshops are recorded for your ongoing reference and team access.

## Phase 5: Promote & Educate

ClearGov products are built to foster collaboration during the budget development process. So, we want to make sure your entire team knows how to get the most from our platform.

Task	Responsibility	Notes
Introduce ClearGov to colleagues	ClearGov & Client	Your Implementation Manager will work with you to customize materials (email messaging and supporting materials) to send to key stakeholders in your organization.

Department Heads complete learning paths	Client	Your Implementation Manager will recommend ClearGov Academy courses for your Department Heads and other users of ClearGov based on the products included in your subscription. Your Implementation Manager will also recommend other resources available through our learning center to ensure your Department Heads are set up for success with ClearGov.
Department Head Workshop	ClearGov & Client	Schedule and complete product workshops, as required. (See note above for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.

## Phase 6: Wrap Up

With your onboarding process complete, the Southwest Ranches team will be well-prepared to build and communicate your budget. At this point, your Implementation Manager will introduce you to the ClearGov Team who will support you, including your Client Success Manager.

Task	Responsibility	Notes
Client Success Manager assigned	ClearGov	ClearGov will assign a dedicated Client Success Manager (CSM). Your CSM will become your primary point of contact to provide coaching, share best practices, and ensure continued success with your ClearGov platform.
Post-Onboarding Review call	ClearGov & Client	Your Implementation Manager will coordinate a call with your new CSM and your Primary Contact to do a final review of any outstanding onboarding tasks as well as to gather your feedback to highlight if any part of the process could have been executed better.
Communicate Support & Data Request process	ClearGov	Your Implementation Manager will provide instructions on how to contact our Support Team if you have questions or run into a technical issue.  Your Implementation Manager will also provide instructions on how to submit data uploads or modification requests to the Data Team.

## Data Requirements

ClearGov's Onboarding process is focused on getting your most complex data up and running on the ClearGov platform. In a nutshell, this means your financial (i.e. general ledger revenue and expense) data - both current and historical information. This data should be readily exportable from any accounting/ERP system. We have partnered with a few vendors to include an "Export to ClearGov" button in their solutions and for some others we can provide detailed export instructions. Your IM will let you know what is available based on the accounting/ERP system you use. Your IM will also provide you with a more detailed document explaining data requirements. The highlights are outlined below.

### Data Onboarding Requirements by Product

Product	Chart of Accounts	Revenue & Expenditure Data		Checkbook Detail
		Actual	Budgeted	
Operational Budgeting	✓	✓	✓	N/A
Personnel Budgeting	✓	N/A	N/A	N/A
Capital Budgeting	✓	N/A	N/A	N/A

<b>Digital Budget Book</b>	✓	✓	✓	N/A
<b>ClearPlans*</b>	✓	✓	✓	N/A
<b>Transparency</b>	✓	✓	✓	✓

\*NOTE: For ClearPlans, Data Onboarding is only required if you intend to allocate budget categories to specific objectives within your plan.

## Data Onboarding Detail

### Actual Revenues & Expenditures

- The majority of clients sent us 4 to 6 years, however, there is no limit
- By providing more years, trend charts will be more robust
- Current FY budget data is used as the basis to create the next FY budget.

### Budgeted Revenue & Expenditures

- Current and upcoming
- Past years to display budget-to-actuals (optional)

### Check Level Detail (ClearGov Transparency Only, Optional)

- If you wish to use the Open Checkbook feature in ClearGov Transparency
- Your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer

### Line Item Detail File(s)

- Line-item level revenue and expense data. Depending on which accounting system you use, all years may be exported in one file or there may be a file created for each year.
- Each line item should include full account number, account description, fund and dollar amount. We will also need to know the associated fiscal year and if the line item is tied to revenue or expense.
- Depending upon which accounting system you're using, this is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

### Account Number Key

- This is simply an explanation of your account number structure.
- An account number is made up of segments and for each segment we need to know its purpose (i.e. whether it refers to a fund, a department, an object, etc.).
- Most accounting systems enable you to run a report to generate this information. It's often called a Segment Report or Chart of Accounts. If yours does not, just let us know. The ClearGov data team has successfully uploaded data for hundreds of clients and will work with you to determine the best options.

### How much data should we provide?

In short, it depends on which product(s) you plan to use:

- **Operational Budgeting:** Should provide budgeted data for the current fiscal year and any historical budgeted/actual data you would like to be able to view/compare when you are building your next budget. NOTE: The Forecasting module uses historical data to build forecasts, so the more historical data you provide, the better your forecasts will be.
- **Digital Budget Book:** Should provide budgeted and actual data for any fiscal year that you wish to present in your digital budget, typically 3-5 years.
- **ClearPlans:** If you intend to allocate budget to specific objectives, you should provide budgeted data for the fiscal year that you wish to present in your applicable plan.
- **Transparency:** Provide any budgeted and actual data for fiscal years that you wish to present within your Transparency profile. Generally, we recommend presenting at least 4 years of data to be able to show trend analysis over time, but we can upload as many years as you provide.

# Training and Support

ClearGov solutions are designed to be intuitive and easy-to-use. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can successfully launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices.



*"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."*

**Jodi Cuneo, CGA**  
Town Accountant  
Walpole, MA

## Training

For starters, we have developed comprehensive courses that provide you with step-by-step instructions on how to configure and use ClearGov. Your Implementation Manager will recommend and enroll you and your team in ClearGov Academy courses to help meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption.

If needed, instructor-based training is available in workshop format. ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop. ClearGov will provide a remotely-delivered, 30-minute Workshop for each product in your subscription. ClearGov Workshops may be attended by both Administrators/Editors and Department Heads/Contributors. All Workshops are recorded for future reference and to train new hires.

## Support Center

All ClearGov users have access to a frequently updated online Support Center filled with hundreds of how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

## Client Success Manager

When the onboarding process is complete, the Implementation Manager will introduce you to your Client Success Manager. Your Client Success Manager is available by phone and email and will work with you to get the most out of ClearGov's platform. CSMs are generally available 9:00AM to 5:00PM, Monday through Friday (excluding holidays). Your CSM will inform you of their specific availability. Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

## ClearGov Support & Data Team

For questions on how to use ClearGov or to report a technical issue, you will be able to reach a Support Specialist via [support@cleargov.com](mailto:support@cleargov.com) during business hours (Monday through Friday, 8:00AM to 6:00PM Eastern). Our Support Team is committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

For data updates, we ask that you send data files along with detailed instructions on what you'd like us to update to [data@cleargov.com](mailto:data@cleargov.com). Our standard lead time to complete an update is five business days. However, if you need an update completed sooner to meet a deadline, just let us know. Straightforward uploads or changes often are completed within one or two business days.

## Product Enhancement Requests

We absolutely love hearing from Clients - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are a direct result of client feedback. When you have a request for a product enhancement, please submit your idea(s) to [support@cleargov.com](mailto:support@cleargov.com) or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.

## ClearGov Hosting Platform

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications.

Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

## How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:

- Web application firewalls control access to the underlying code
- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to ensure network availability and application uptime.
- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:

- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.
- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.
- **Access Rights:** ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.
- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.
- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

## Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

## What sort of disaster recovery plan is in place?

One of the reasons we selected AWS is because they provide state of the art disaster recovery. ClearGov databases are duplicated in real-time across multiple AWS servers, and the entire ClearGov platform is backed up on a daily basis across the AWS network. So, even in the event of a catastrophic system failure, 24 hours of data loss would be the maximum impact.



## Is the ClearGov platform designed to scale to meet demand bursts?

Yes. One of the key factors behind selecting AWS as our hosting provider is their ability to scale rapidly. AWS has automated solutions in place that automatically scale ClearGov's platform for normal peaks and valleys in demand, and can be rapidly (and remotely) scaled to meet sustained demand increases.

## Does ClearGov leverage AWS Virtual Private Cloud features?

Yes. ClearGov utilizes the AWS Virtual Private Cloud functionality, so that our platform is hosted on a logically isolated section of the AWS Cloud and not commingled with any third party applications.

## How do I learn more about ClearGov's hosting solution?

You can learn more about AWS data centers and security measures via the following link:

- <https://aws.amazon.com/security/?hp=tile>

## Security FAQs

### How is client data stored within the ClearGov platform?

All client data is stored in a single data repository with proper authentication and access control built into the system to ensure that users may only access the data applicable to their organization.

### Is the ClearGov platform SOC 2 compliant?

Our hosting provider, AWS, is fully compliant with SOC 2 requirements, and ClearGov can provide a copy of the most recent AWS SOC 2 compliance/audit report upon request.

### How often is the ClearGov platform reviewed for adherence to security standards?

ClearGov performs quarterly security reviews to ensure that processes are being followed and standards are being met.

### How frequently is the ClearGov platform monitored?

The ClearGov platform is monitored continuously - 24 x 7 - for performance, security and auditing.

## Service Level FAQs

### What level of service availability does ClearGov support?

All ClearGov solutions are available on a 24/7 basis, and ClearGov is committed to 99.99% uptime. Given that we are a cloud-based solution product patches and upgrades are completed in real-time, without impact to system performance. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.

### What is your standard practice for security patch management?

ClearGov conducts ongoing audits of third party packages for vulnerabilities. Patches for critical vulnerabilities are released as soon as possible, otherwise patches are released as part of regular bi-weekly software releases.

### How often does ClearGov schedule planned outages for system upgrades?

The ClearGov platform and applications are architected so that the system does not require downtime during regular maintenance, product upgrades or emergency patches. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.



## General Questions

### Q: Do we need to dedicate resources for ClearGov implementation?

- A: Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. Typically, that same person is responsible for delivering regular data updates (usually quarterly) , which requires only a few minutes of their time once per quarter. (See Project Management section for more details.)

### Q: Does ClearGov provide training?

- A: The ClearGov platform is designed to be simple and intuitive. With that said, ClearGov will provide whatever training you and your team need during the kick-off process. And, the ClearGov team is available for unlimited support and/or training on an ongoing basis. ClearGov also provides video tutorials, online help, and other support materials as well. (See Training and Support section for more details.)

### Q: How much effort is required to import our data?

- A: In short, not much. All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you. See Onboarding section above for more details.

### Q: Can ClearGov help us communicate our finances internally?

- A: Absolutely. ClearGov is a powerful tool for not only communicating with residents, but also internal stakeholders. ClearGov can act as a central reporting platform that offers clear and easy-to-understand infographics that can be used for presentations and reports both internally and externally.

### Q: How will ClearGov store our data? Is it secure?

- A: ClearGov utilizes a full suite of solutions from Amazon Web Services (AWS) to host and deliver the data for the ClearGov platform. We specifically selected AWS as our solutions provider because the AWS infrastructure puts strong safeguards in place to help secure and protect customer data. All data is stored in highly secure AWS data centers, and you can learn more about AWS security measures via the following link: <https://aws.amazon.com/security/?hp=tile>. See Security Overview section above for more details.

### Q. Are there any accounting systems that are not compatible with ClearGov?

- A: The short answer is "No" — we work with everybody. We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

### Q: Does ClearGov provide a real-time integration with any eFinance or ERP systems?

- A: The short answer is...No...and this is by design. ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.

- The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

**Q: Does the ClearGov platform support single sign-on functionality?**

- A: Yes. ClearGov supports single sign-on functionality using Microsoft Azure Active Directory. We are happy to support other single sign-on platforms/APIs as well. Please just let us know what you need.

## Operational Budgeting Questions

**Q: With ClearGov's benchmarking intelligence module, how do we know we are comparing "apples to apples"?**

- A: ClearGov consolidates and normalizes the fiscal data for all of the municipalities within your state into a standardized national chart of accounts in order to enable a direct apples-to-apples comparison. ClearGov also enables you to select the filter criteria that are most important to the comparison you're trying to make. For example, if you're comparing snow removal costs, you want towns with similar road miles, whereas if you're comparing public safety costs, you'll likely use population and average household income as your filters.

**Q: Can I export from ClearGov Operational Budgeting into my ERP system?**

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP system.

## Capital Budgeting Questions

**Q: Are requests from the prior year carried over when you create a new budget?**

- A: Yes, previously submitted requests (multi-year, partially funded or unfunded) from the prior year will be carried over to the new capital planning process. Any prior year requests that you do not want to include can be removed from the plan after you've started.

**Q: Can we import prior year's requests?**

- A: Yes, it is easy to import prior year's requests. Within ClearGov Capital Budgeting, you can download a template based on your request type. You simply add your requests to the template and upload them to ClearGov. Our Import tool has an easy 3-step guide to walk you through the process.

**Q: Can we export the final Capital Budget that we create?**

- A: Yes, you can export your Capital Budget to Excel or PDF. ClearGov's Capital Budgeting Report Builder serves up a handful of pre-built, common reports to streamline your reporting process, or you can create your own reports to export. Exported data can be uploaded to your ERP or accounting system.

## Personnel Budgeting Questions

**Q: We have a lot of employees, can we upload their data in bulk?**

- A: Yes, it is easy to bulk import employees into our system. ClearGov generates a template that you can download and use to set up a simple bulk import of employees and information.

**Q: Can we export the final Personnel Budget that we create?**

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP/Accounting system.

## Digital Budget Book Questions

**Q: Since the product is template-driven, won't every ClearGov Digital Budget Book look the same?**

- A: No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

**Q: Can you guarantee that we will win a GFOA award?**

- A: As we have designed and built the ClearGov Digital Budget Book, we have double-checked the GFOA guidelines every step of the way. We have also actively reviewed the solution with GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you will win an award, in part, because the narrative content is still up to you. In other words, all of the core components are included, but you still need to fill in the blanks in a way that meets with GFOA approval.

**Q: I understand the benefits of digital, but I still need to produce a printed version. How will that work?**

- A: You're not alone. Old habits die hard and paper is still a must-have for many local governments. In addition to presenting your budget book online, the ClearGov Digital Budget Book Suite includes functionality that enables users to create a .PDF, which can then be printed to generate a hard-copy of your budget book. Also, the Print-to-PDF functionality enables you to print specific sections of your budget book and/or the entire book.

## ClearPlans Questions

**Q: What kinds of plans can I create with ClearPlans?**

- A: You can create any type of multi-tier (three level) plan with unlimited Focus Areas, Goals and Action Items. The tier categories can be renamed based on whatever terminology you choose.

**Q: Do I have to allocate budget categories in order to create a plan?**

- A: No. Allocating budget categories to the objectives in your plan is optional.

## Transparency Questions

**Q: Where does ClearGov get its financial data?**

- A: ClearGov sources its financial data from various entities including state departments of revenue; state education departments; etc. ClearGov also compiles complementary data, such as demographic information, home values, road miles, etc. from various public sources including the U.S. Census Bureau.

**Q: How does ClearGov determine the default peer group for peer analysis?**

- A: ClearGov uses four primary factors to create the ClearGov Default peer Group for each municipality:
  1. ClearGov looks for municipalities with similar populations.
  2. ClearGov looks for municipalities with similar median home values as determined by census data.
  3. ClearGov looks for municipalities with similar commercial assessments to differentiate between rural and urban municipalities.

4. ClearGov dynamically searches for the closest ten municipalities that meet population, median home values and commercial assessment deviations. The figures from these municipalities are combined to create a peer average.
- **NOTE:** As a ClearGov Transparency customer, you will have the opportunity to create and publish your own custom peer groups, based on whatever criteria is most important to you.

**Q: Won't publishing a transparency profile generate a lot of incoming inquiries?**

- A: On the contrary, our customers find that a ClearGov profile helps the community find the answers they seek more easily and consistently. Plus, you can add commentary that tells the story behind your numbers and provides additional context.
- Prior to launch you will want to identify the components of your data that would benefit from some additional context. ClearGov enables you to add commentary to these sections of the profile which will actually reduce the number of inbound public information requests.
- Finally, if you do get an influx of inquiries, you will generally find a consistent pattern to the questions. So, you can use those questions to inform and further enhance your commentary.

**Q: What about inciting "community activists"?**

- A: It seems that every municipality has a small population of what we call "CAVE People" (**Citizens Against Virtually Everything**), and unfortunately, we don't have a direct solution for that. However, a large portion of the most aggressive community activism is generally caused by a misinterpretation of the facts, or simply taking the facts out of context. We have found that ClearGov can drastically change both the tone and substance of the conversation by showing that your local government has nothing to hide, and by delivering not just data, but the stories behind the numbers to help everyone have a more informed and empirically accurate conversation.



*“I’ve enjoyed working with ClearGov. I really am impressed with how the products have been built. It’s amazing that they know very well what we need. Not many do.”*

Will Fuentes, CPFO, MBA  
Finance Director  
**Campbell, CA**

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

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

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
- 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

## 2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
  - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
  - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
  - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

## 3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
  - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) **Obligations.** Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

**4) Fees and Billing.**

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

**5) Intellectual Property.**

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
  - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

**6) Representations, Warranties, Indemnification and Liability.**

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)



ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

## 7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent



injunctive relief without the necessity of posting a bond.

## 8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by

arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: <http://www.ClearGov.com/terms-and-conditions>. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.
- 8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

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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**  
**Jim Allbritton, Vice Mayor**  
**Bob Hartmann, 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**  
**Emil C. Lopez, CPM, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** December Lauretano-Haines, PROS Manager  
**DATE:** 5/25/2023  
**SUBJECT:** Lease Agreement for Farmer's Market

---

### **Recommendation**

Council approval is requested to authorize a lease agreement with the Cioli Group LLC. For the Southwest Ranches Community Farmer's Market.

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

No

### **Strategic Priorities**

E. Cultivate a Vibrant Community

### **Background**

The Town has sought to establish a Farmer's Market within Southwest Ranches for years. The Cioli Group, LLC, has provided the Southwest Ranches Community Farmer's Market during trial periods from March 19 through April 30, 2022, and from September 24, through April 29, 2023, both of which were welcomed by residents and considered very successful.

The Cioli Group, LLC has requested a longer-term agreement in order to establish relationships that will enable them to grow and improve the Market.

### **Fiscal Impact/Analysis**

Although the contract itself does not represent a cost to the town, it's important to note that the Town has budgeted \$14,050 for portable restrooms facilities and site maintenance to support

this event in the current Fiscal Year 2022-2023. Additionally, a request for funding has been included for Fiscal Year 2023-2024 in the amount of \$14,335.

**Staff Contact:**

December Lauretano-Haines, PROS Manager

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	5/19/2023	Resolution
Staff Memo	5/18/2023	Executive Summary
Agreement	5/18/2023	Agreement

## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CIOLI GROUP, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR THE SOUTHWEST RANCHES COMMUNITY FARMER'S MARKET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Cioli Group, LLC ("Licensee") has scheduled a Community Farmers Market ("Event") for May 6, 2023 through April 25, 2026, on Town public property, located at 16290 Griffin Road Southwest Ranches FL 33331, as described in "Exhibit A", hereinafter referred to as "Event Site", for the purpose of providing a Community Farmer's Market; and

**WHEREAS**, Licensee desires to utilize the Event Site in order to support set up, take down, and parking for vendors and attendees to the Event; and

**WHEREAS**, this Agreement sets forth the Parties' understanding and agreement for the use of public property owned by the Town of Southwest Ranches during the period of time prior, during, and after the Event, to wit, May 6, 2023 through April 25, 2026.

**WHEREAS**, The Cioli Group, LLC, and the Town desire to enter into a Lease Agreement for the Southwest Ranches Community Farmer's Market 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. ADOPTION OF RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by reference.

**SECTION 2.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Lease Agreement with The Cioli Group, LLC, in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_ day of \_\_\_\_, 2023, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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

ATTEST:

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
1001.2328.01



Town of Southwest Ranches  
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2628

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** December Lauretano-Haines, PROS Manager

**DATE:** May 12, 2023

**SUBJECT:** **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CIOLI GROUP, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR THE SOUTHWEST RANCHES COMMUNITY FARMER'S MARKET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

---

### **Recommendation**

Council approval is requested to authorize a lease agreement with the Cioli Group LLC. For the Southwest Ranches Community Farmer's Market.

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

No

### **Strategic Priority**

This item supports the Town's Strategic Plan, Priority Area E. by aiming to Cultivate a Vibrant Community.

### **Background**



The Town has sought to establish a Farmer's Market within Southwest Ranches for years. The Cioli Group, LLC, has provided the Southwest Ranches Community Farmer's Market during trial periods from March 19 through April 30, 2022, and from September 24, through April 29, 2023, both of which were welcomed by residents and considered very successful.

The Cioli Group, LLC has requested a longer-term agreement in order to establish relationships that will enable them to grow and improve the Market.

**Fiscal Impact/Analysis**

Although the contract itself does not represent a cost to the town, it's important to note that the Town has budgeted \$14,050 for portable restrooms facilities and site maintenance to support this event in the current Fiscal Year 2022-2023. Additionally, a request for funding has been included for Fiscal Year 2023-2024 in the amount of \$14,335.

**Staff Contact:**

December Lauretano-Haines, PROS Manager

# LEASE AGREEMENT

## Southwest Ranches Community Farmers Market

**TERM:** May 6, 2023 through April 25, 2026

**THIS AGREEMENT** ("Agreement") is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, ("Town"), and **THE CIOLI GROUP LLC**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of 15804 SW 16 street, Davie, Florida, 33326, ("Licensee"). The Town and Licensee may be referred to individually herein as a "Party," and may be collectively referenced as the "Parties." This Agreement is effective for the dates indicated below.

**WHEREAS**, Licensee has scheduled a Community Farmers Market ("Event") for May 6, 2023 through April 25, 2026, on Town public property, located at 16290 Griffin Road Southwest Ranches FL 33331, as described in "Exhibit A", hereinafter referred to as "Event Site", for the purpose of providing a Community Farmer's Market; and

**WHEREAS**, Licensee desires to utilize the Event Site in order to support set up, take down, and parking for vendors and attendees to the Event; and

**WHEREAS**, this Agreement sets forth the Parties' understanding and agreement for the use of public property owned by the Town of Southwest Ranches during the period of time prior, during, and after the Event, to wit, May 6, 2023 through April 25, 2026.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

### **1. Use of Event Site and the Event.**

Licensee may use and occupy the Event Site to provide a Community Farmer's Market on each Saturday of the month, during the agreed upon Term, with "Season" and "Summer" hours, depending on the time of year, as defined below. Licensee agrees to provide its own equipment.

Town and Licensee agree to perform the services as described in "**Exhibit B**", attached hereto, and incorporated herein and made a specific part hereof.

Licensee's use of the Event Site shall be limited to the sale of products that the Town deems appropriate for a Community Farmer's Market. All products offered for sale at the Event Site shall be of high quality and with prices to be clearly visible to the public. Any and all prepared foods must be properly labeled in accordance with government regulations. Licensee agrees not to sell any product that Town believes is non-conforming.

The Parties agree that this Agreement shall grant a revocable non-exclusive license to Licensee where, upon reasonable notice to the Licensee, the Town may use the Event Site for a class or function, thereby limiting Licensee's use of the Event Site and possibly rendering the Event Site unavailable to the Licensee. Licensee will notify the Town prior to its scheduled use of the Event Site when the Event Site will not be used or occupied by Licensee. All activities at the Event Site must be supervised at all times by a representative of the Licensee.

Town, at its sole discretion, may prohibit the use of Event Site during any of the times Licensee is scheduled to occupy the Event Site in the event of inclement weather or due to other circumstances which may arise that are beyond Parties' control.

## **2. Event Site Management Requirements.**

- (A) Season Hours: Market hours during the Season will be 10:00 am to 3:00 pm. Season is defined as the period from Fall to Spring each year.
- (B) Summer Hours: Market hours during the Summer will be 8:30 am to 1:00 pm. Summer is defined as the period from mid-May through mid-September each year.
- (C) Parking Plan. Licensee shall adhere to the established Parking Plan for the Event that: includes a schedule of activities and adequate parking attendants that meets the needs of and demands upon the Event Site; Such Parking Plan shall also include adequate number of handicapped spaces, an illustration of proposed routing of traffic in the area of the Event Site and illustrate the primary pedestrian routes, including ADA accessible routes to and from the Event Site.
- (D) Dust and Trash. Licensee shall take all steps necessary to control and manage dust and limit and manage trash, litter, and debris on the Event Site caused by persons using, visiting, or occupying the Event Site during the term of the Event.
- (E) Sanitation. Town shall provide portable toilets or other restroom facilities and a trash dumpster on the Event Site.

- (F) Trash Disposal Licensee or its contractor shall remove all waste material generated by the Event attendees in toilets and waste receptacles and deposit such materials in the trash dumpster provided by the Town.
- (G) Special Event Permit. Licensee shall maintain a special event permit from the Town of Southwest Ranches.
- (H) Concessions. All food sales at the Event Site shall be in accordance with the applicable State of Florida requirements and guidelines.
- (I) Alcohol. All sales of alcohol shall be by permit authorized by the State of Florida Division of Alcohol, Tobacco and Firearms. Said permit shall be submitted to the Town prior to the Event.
- (J) Insurance. Licensee shall maintain an insurance policy in an amount no less than 1 million dollars, naming the Town of Southwest Ranches as an additional insured.
- (I) Animals. Only service animals may be permitted at the Event, and shall remain on leash at all times.
- (J) Restoration of Event Site. Licensee shall clean, remove structures and restore the Event Site to a condition substantially identical to that existing on non-market days unless otherwise provided by this Agreement. Such cleaning, and restoration shall be deemed complete only where Licensee has obtained the verbal or written confirmation of the Director of Parks and Recreation following the Director's or Director's designee's inspection that the Event Site has been cleaned and restored as required by this Agreement. If the Town cleans, repairs and/or restores all or any part of the Event Site as a result of Licensee's failure to do so as required by this Agreement, the Town shall submit its invoice of charges incurred to Licensee and Licensee shall pay all such charges in full within five (5) days of receipt of the invoice or seven (7) days of mailing, whichever is less. Failure to pay such charges shall permit the Town to refuse to approve future use of Town property or seek or institute any other remedy provided by law.

### **3. Transportation and Traffic.**

- (A) Parking Management at Event Site. Licensee shall manage all access, ingress, and egress of vehicles at the Event Site and shall, in particular, manage traffic so as not to interfere with reasonable access to public roads.
- (B) Parking Supervision. Licensee shall provide sufficient personnel to supervise all parking at the Event Site.

**4. Indemnification and Insurance.**

- (A) To the extent permitted by law, Licensee shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Licensee, its agents, servants or employees in the use of the Premises, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the uses or operations permitted under this Agreement. Nothing in this section is intended to alter or waive the Town's entitlement to statutory or common law sovereign immunity, or to extend the Town's liability beyond the limits established in Section 768.28, *Florida Statutes*, as amended. Moreover, nothing herein shall be construed as Town's agreement to be sued by third parties.
- (B) In addition, Licensee shall insure that any participants, who participate in any of the Programs sponsored by Licensee pursuant to this Agreement, shall execute any necessary disclaimers, releases, or other documents that shall release the Town from any liability associated with the programs described herein.
- (C) Licensee shall procure and maintain a general liability insurance policy or policies in an amount and form acceptable to the Town Administrator, sufficient to insure itself, and in addition the Town and its officers, agents and employees against all liabilities, claims, demands, actions or other obligations assumed by Licensee pursuant to this Agreement. The minimum limits of such insurance policies or policies shall be \$1,000,000.00 combined single limit and the general liability insurance policy shall expressly provide that it is primary insurance and that its coverage will apply prior to utilization of Town of Southwest Ranches' general liability coverage.
- (D) On or before commencement of this Agreement, Licensee shall furnish the Town certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement.
- (E) Licensee shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this section by reason of its failure to procure or maintain insurance or by reason of its failure to procure to maintain insurance in sufficient amounts, duration or types.

**5. Compensation.**

Licensee agrees to pay the Town a total sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per market day, payable on the 10th day of the following month for the use of the Event Site. No security deposit is required.

**6. Term and Renewal.**

The term of this agreement shall be for an initial period of three years from May 6, 2023 through April 25, 2026. Upon expiration of the initial term, the parties may choose to terminate this agreement, or renew the agreement by written amendment signed by the parties hereto for an additional two year term, commencing on May 2, 2026 through April 29, 2028, upon the same terms and conditions as the original Agreement, with compensation per market day to increase to ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per market day, payable on the same terms and conditions as the original Agreement.

**7. Termination for Convenience.**

This Agreement may be terminated for Convenience by Town upon Town providing Licensee with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Events not yet held, and no other compensation or damages shall be paid to or recovered by Licensee in any legal proceeding against Town. Upon being notified of Town's election to terminate, Licensee shall immediately cease any use of the Event Site. Licensee acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by Licensee, is given as specific consideration to Licensee for Town's right to terminate this Agreement for Convenience.

**8. Assignment.**

Licensee shall have no authority to assign any portion of the Event Site licensed under this Agreement. Should Licensee attempt to assign this license, then the license shall be immediately terminated forthwith without prior notice to Licensee.

**9. Damage to Premises.**

Licensee agrees that all personal property, inventory, or stock placed on the Event Site shall remain the property of Licensee and shall be placed on the Event Site at the risk of Licensee. Licensee shall give the Town immediate written notice of any occurrence, loss, incident, or accident occurring on the Event Site. All property of Licensee shall be removed from the premises between

each day the premises are occupied by the Licensee and Licensee shall not keep or store any property on the premises. Following each day Licensee uses or occupies the premises they shall return the premises to Town in the same condition in which it was provided, normal wear and tear excepted. Licensee shall be responsible for any and all damage to the Event Site which occurs during Licensee's use thereof.

**10. Inspections.**

Town, its agents, or authorized employees may enter upon the Event Site at all reasonable times and hours, to examine same to determine if Licensee is properly using and maintaining the Event Site according to this Agreement.



**11. Additional Requirements.**

- (A) Except as otherwise provided for herein, the Town Administrator shall be the sole representative of the Town responsible for administering the provisions of this Agreement.
- (B) Licensee shall abide by the Town Administrator's directions and requirements which are not inconsistent with this Agreement, and which are necessary to protect the health, safety, and welfare of the residents of the Town.
- (C) Licensee understands and agrees that it and the conduct and use of the Event Site shall be subject to all applicable laws of the state of Florida and the Town of Southwest Ranches.
- (D) Licensee shall pay the reasonable cost of repair for all damages to the Event Site caused by Licensee's actions or omissions in connection with the conduct and use of the Event Site, including but not limited to damages to signs, fencing, public lighting and other similar amenities, and landscaping.
- (E) This Agreement shall not prohibit or prevent visitation or entry by any Town employee or agent for the purpose of inspection, visitation, or other activity not inconsistent with this Agreement.
- (F) This Agreement shall bind the parties and extend to their respective representatives.
- (G) All documents that Licensee is required to submit to the Town Administrator pursuant to this Agreement shall be either delivered electronically, mailed or hand-delivered to Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.
- (H) This Agreement represents the entire agreement between the Licensee and the Town as related to the Licensee's use of the Event Site described herein and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment to this Agreement shall be in writing and executed by both the Town and Licensee.

*Remainder of page left blank intentionally. Signature page follows.*

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth below.

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Andrew Berns, Town Administrator

ATTEST:

\_\_\_\_\_  
Town Clerk

I HEREBY CERTIFY that I have approved  
This agreement as to form and legal  
Sufficiency subject to execution by the parties:

\_\_\_\_\_  
KEITH M. POLIAKOFF, TOWN ATTORNEY  
1001.2327.01

**THE CIOLI GROUP, LLC**

By: \_\_\_\_\_  
Antonio Saliccioli, Owner

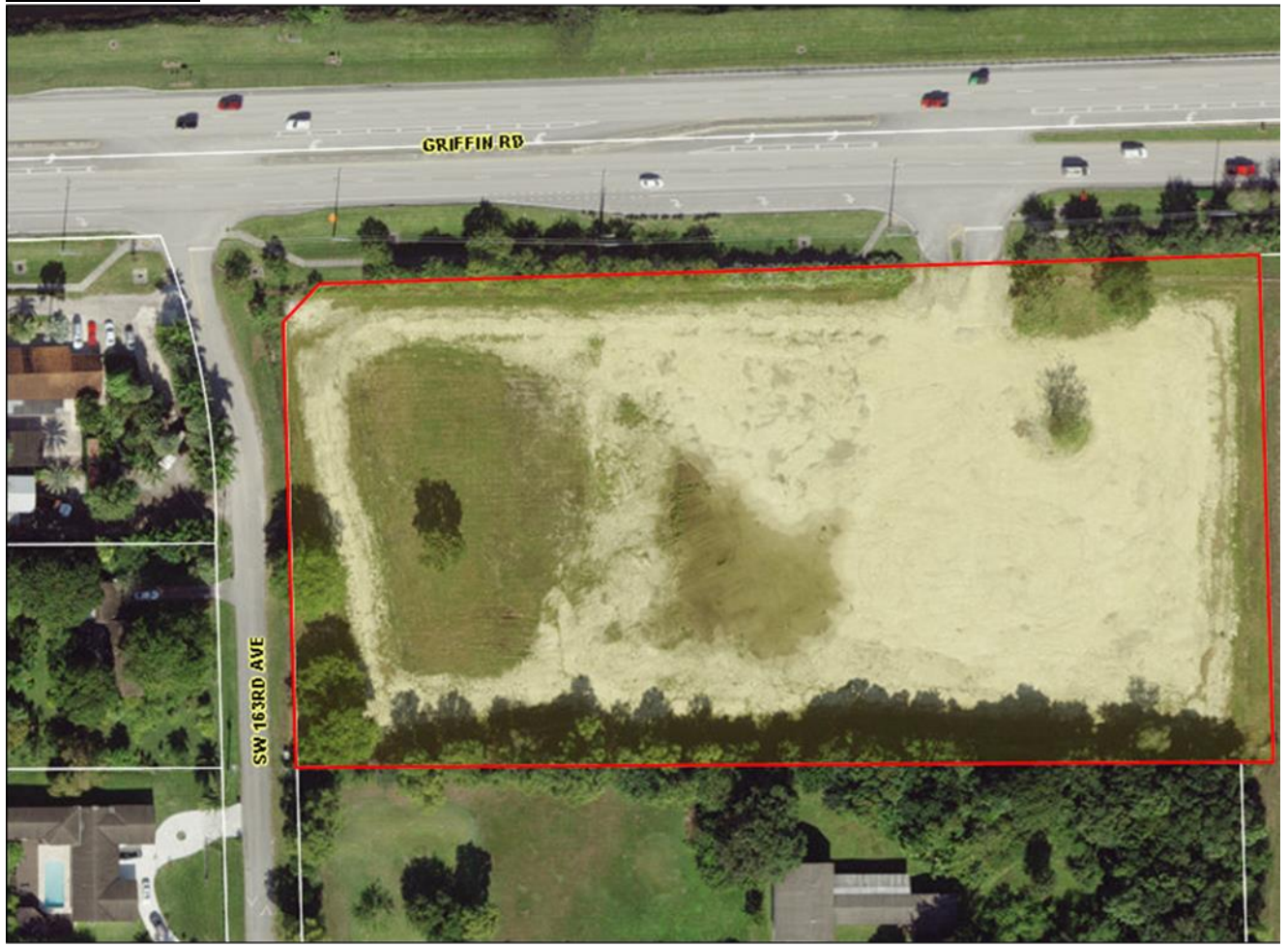
STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF BROWARD            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Antonio Saliccioli, Owner of The Cioli Group, LLC.

Witness my hand and official seal.  
My Commission Expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT “A”**



## **EXHIBIT “B”**

### **Licensee Responsibilities:**

1. Licensee will supervise operations of the Community Farmer’s Market to include but not limited to:
  - a. Ensure each vendor provides clean and safe tables and baskets or stands to display products.
  - b. Enforce Community Farmers Market hours and ensure that vendors are set up by 9:30 am and stay until 3:00 pm each Saturday during Season Hours and set up by 8:30 am and stay until 1:00 pm each Saturday during Summer Hours
  - c. Ensure cleanup and sanitation of site and must leave the premises within one (1) hour of market closing, leaving behind no trash, litter, or debris.
2. Licensee will provide the Town with copies of vendor applications and corresponding documentation, including but not limited to applicable licenses, certificates of insurance, and any other requisite documentation.
3. Licensee will serve as liaison for vendors to the Town of Southwest Ranches.
4. Licensee will be responsible for submitting all advertisements, flyers, banners, and promotional materials to the Town for prior approval.
5. Licensee will permit vendors selling organic and locally grown or produced products from the South Florida region to include vegetables, fruits, flowers, baked goods, herbs, honey, poultry and livestock products and agriculturally based crafts.

### **Town of Southwest Ranches Responsibilities**

1. Town will provide access to the Premises from 7:30am – 4:00pm on Saturday, May 6, 2023 through April 25, 2026.
2. Town will assist Licensee in the promotion of the Community Farmer’s Market by providing the following:
  - a. (1) article and/or listing in the Southwest Ranches newsletter
  - b. (1) banner space for promotion at Premises
  - c. (1) listing on the Town’s Website
3. Town will provide access to accessible, portable or other restrooms with handwashing facilities for customers and vendors.
4. Town will provide access to dumpster for the disposal of trash and debris for vendors.
5. Town will provide a lockable gate to control access to the premises.
6. Town will provide traffic cones for organization of vehicular access and parking on the site.



**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**  
**Jim Allbritton, Vice Mayor**  
**Bob Hartmann, 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**  
**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:** 5/25/2023  
**SUBJECT:** Solid Waste ILA

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### **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

### **Background**

In 2019, Broward County and the Broward County Municipalities, by entering into a Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU"), established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner.

Under the MOU, Broward County and the municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants

and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis. The SWWG has developed the Interlocal Agreement (ILA) attached hereto as Exhibit A so that Broward County and each of the participating municipal parties may create an independent legal entity to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County

The Town Council deems it beneficial to enter into this ILA with Broward County and other participating municipalities for a forty (40) year initial term, and to contribute the Town's pro rata yearly funding obligation until such time that the Authority is able to fund its budget through special assessments or other methods.

### **Fiscal Impact/Analysis**

No fiscal impact to approving the agreement. However, the Town will be required to pay a pro rata yearly funding obligation until such time that the Authority is able to fund its budget through special assessments or other methods.

### **Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk

### **ATTACHMENTS:**

Description	Upload Date	Type
Solid Waste Authority ILA Resolution - TA Approved	5/19/2023	Resolution
Exhibit A - ILA	5/19/2023	Exhibit

## **RESOLUTION – 2023 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO PARTICIPATE AS A MUNICIPAL PARTY IN AN INDEPENDENT LEGAL ENTITY KNOWN AS THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in 2019, Broward County and the Broward County Municipalities, by entering into a Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU"), established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner; and

**WHEREAS**, under the MOU, Broward County and the municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis; and



**WHEREAS,** the SWWG developed the Interlocal Agreement (ILA) attached hereto as Exhibit A so that Broward County and each of the participating municipal parties may create an independent legal entity to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County; and

**WHEREAS,** the Town Council of the Town of Southwest Ranches deems it beneficial to enter into this ILA with Broward County and other participating municipalities for a forty (40) year initial term, and to contribute the Town's pro rata yearly funding obligation until such time that the Authority is able to fund its budget through special assessments or other methods.

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

**Section 1.** The "WHEREAS" clauses set forth above are true and correct and incorporated herein by this reference.

**Section 2.** The Town Council of the Town of Southwest Ranches hereby approves the terms and conditions of the ILA for Solid Waste Disposal And Recyclable Materials Processing Authority of Broward County, Florida which is attached hereto as Exhibit "A" and made a part hereof.

**Section 3.** The proper Town of Southwest Ranches officials are hereby authorized and directed to execute this ILA.

**Section 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 5.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 6.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 25<sup>th</sup> day of May 2023, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz	_____	Ayes	_____
Allbritton	_____	Nays	_____
Hartmann	_____	Absent	_____
Jablonski	_____		
Kuczenski	_____		

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

ATTEST:

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
1001.2330.01

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**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS  
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement ("Agreement") is among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

**ARTICLE 1. RECITALS AND FINDINGS OF FACT**

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the "Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida" (the "Authority"), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority's status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

## ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

### ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the "Facilities Amendment") that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively "Formation Conditions"). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority's notice, each Municipal Party's elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party's failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party's withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);



- 3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);
- 3.3.5.4. Section 8.1.7 (Collection and transportation services);
- 3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);
- 3.3.5.6. Section 8.1.12 (Issuance of bonds);
- 3.3.5.7. Section 11.1 (Commitment of System Waste); or
- 3.3.5.8. Section 11.2 (Regulatory Flow Control).

#### **ARTICLE 4. DURATION**

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County (“Effective Date”). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

#### **ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS**

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

## **ARTICLE 6. GOVERNANCE**

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

### **6.2. Governing Board.**

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

#### 6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee ("TAC") is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party's solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

## **ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN**

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:



7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County’s obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party’s (or Parties’) representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

## **ARTICLE 8. POWERS OF THE AUTHORITY**

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee ("Authority Counsel"). The Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. No attorney or law firm may serve as the Authority Counsel if such attorney or law firm, or any other attorney within such attorney's law firm, is also: (a) serving as lead counsel for any Party (e.g., as a "City Attorney" for any Party or as County Attorney); (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party. Any agreement by which the attorney or law firm is retained must require that, if such attorney or law firm becomes ineligible to continue to serve as the Authority Counsel, the attorney or law firm (as applicable) must resign from the position as expeditiously as is permitted by the applicable rules regulating attorney conduct.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

## **ARTICLE 9. REVENUE, BORROWING, AND BUDGET**

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

## **ARTICLE 10. AUDITING**

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

## **ARTICLE 11. COMMITMENT OF SYSTEM WASTE**

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:



11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement

will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

## **ARTICLE 12. DEBT OBLIGATIONS**

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

## **ARTICLE 13. RELATIONSHIPS OF THE PARTIES**

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

## **ARTICLE 14. INDEMNIFICATION**

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

(a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;

(b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

## **ARTICLE 15. DEFAULT**

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party

giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

## **ARTICLE 16. AMENDMENTS TO THIS AGREEMENT**

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

**ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER**

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

#### **ARTICLE 18. RIGHT OF FIRST REFUSAL**

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal

Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

## **ARTICLE 19. MISCELLANEOUS**

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.



19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

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

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

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or

promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that: (a) the terms of any such agreement(s) contain a provision permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**JOINDER BY AUTHORITY**

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 2nd day of May, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2023

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

By \_\_\_\_\_  
Matthew Haber (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Nathaniel A. Klitsberg (Date)  
Senior Assistant County Attorney

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

Thursday 7:00 PM

April 27, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Council Member David S. Kuczenski

Andrew Berns, Town Administrator

Russell Muniz, Assistant Town Administrator/Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:03 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Broward County Mayor Lamar Fisher expressed his pleasure at attending the Town Council meeting and outlined his goal for the near future which will be to visit all 31 municipalities to let them know Broward County is there to support them. He advised the mosquito spraying that was scheduled had been cancelled due to the heavy rains, but they have been rescheduled for the Town and to contact his office if there are any issues.

**3. Presentation: Solid Waste Working Group – Broward County Interlocal Agreement – Mayor Greg Ross & Commissioner Beam Furr**

Cooper City Mayor Greg Ross and Broward County Commissioner Beam Furr addressed the Town Council about the forthcoming Solid Waste Interlocal Agreement and answered questions.

**4. Presentation: Aster Knight Parks Foundation Volunteer Recognition**

Mayor Breitkreuz read a prepared statement from Aster Knight and presented plaques to the volunteers of the Aster Knight Parks Foundation in recognition of their service to the Foundation and the Town.

At this time, Mayor Breitkreuz introduced the Hawkes Bluff Robohawkes robotics team to speak about their upcoming trip to the 2023 VEX IQ World Championship in Dallas, Texas.

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

**MOTION: TO DONATE \$2,000.00 TO THE HAWKES BLUFF ROBOTICS TEAM.**

**5. Presentation: Stormwater Master Plan – Kimley Horn and Associates**

Public Works Director/Town Engineer Rod Ley introduced Tiffany Stanton and Matt Brosman from Kimley Horn & Associates to present the Stormwater Master Plan to the public and answer any questions.



## **6. Proclamation: Municipal Clerks Week – April 30 – May 6, 2023**

The Town Council presented a proclamation to the Town Clerk's department in observance of Municipal Clerk's Week.

## **7. Public Comment**

The following members of the public addressed the Town Council : Christina Lopez, John Garate, Newell Hollingsworth and Debbie Green.

## **8. Board Reports**

George Morris, Chair of the Drainage and Infrastructure Advisory Board (DIAB) provided a summary of what was discussed at the April 18<sup>th</sup> DIAB meeting. The topics discussed were SW 63<sup>rd</sup> Street and SW 54<sup>th</sup> Place projects, a presentation by Craven Thompson as well as a presentation by Kimley Horn & Associates about the Stormwater Master Plan.

Debbie Green, Treasurer of the Schools and Education Advisory Board, spoke about the success of the Barn Dance and the Flamingo Flocking event and thanked all the residents that helped make those events successful. She reminded the public the Town's scholarship applications are due on May 26, 2023.

## **9. Council Member Comments**

Council Member Jablonski spoke about upcoming events within the Town such as Hazmat at the Barn on April 29<sup>th</sup>, Town Hall closure for Memorial Day on May 29<sup>th</sup>, the DMV Flow Mobile on May 24<sup>th</sup>, Broward County Property Appraiser on June 2<sup>nd</sup> and the Special Magistrate Hearing on May 4<sup>th</sup>. He spoke about amending the Noise ordinance regarding special events as they seem to generate the most noise. Mayor Breitkreuz agreed as well, and felt other parts of the Noise ordinance need to be "tweaked" as well. He also would like to look at trying to regulate Airbnb's in the Town since they are businesses operating in the Town.

Council Member Hartmann agreed with Council Member Jablonski regarding the regulation of Airbnb's in the Town, however there is a bill coming out of Tallahassee that would remove the control of Airbnb's out of a municipality's hands. Council Member Jablonski stated the Town should still be able to look at an Airbnb as a business and require a Certificate of Use, an inspection and possibly registration forms. Council Member Hartmann asked Town Attorney Poliakoff how the Town can stop Broward County from building an incinerator in the Town. Town Attorney Poliakoff advised based on Commissioner Beam Furr's comments earlier in the evening, it might be very difficult. Mayor Breitkreuz mentioned getting the Environmental Protection Agency (EPA) involved to determine what materials will be generated and where they will be stored. If the Town can't stop it, the Town can at least make sure the air and water supply aren't polluted. Town Attorney Poliakoff advised the first step would be to engage an engineer who specializes in the matter. If the Town can't stop it, it would ensure compliance to be more than what the EPA would require keeping it clean and force Broward County's hand to ensure cleanliness. Council Member Hartmann raised another concern which is added traffic congestion.

Council Member Kuczenski spoke about anonymous Code reporting and how the State changed the law to remove anonymity. He was happy to see Aster Knight at the meeting and he wished

former mayor Doug McKay a speedy recovery. He spoke about the Rural Public Arts & Design Advisory Board redesigning the Town's newsletter and Laura Warren's work on the mural at the Gary Poliakoff Founder's Park. Council Member Kuczenski spoke about FPL's Hardening and Underground Project and would like to get a consensus from the Town Council to support those efforts. Mayor Breitkreuz agreed and asked for the item to come before the Town Council in the future. Council Member Kuczenski spoke about the mail thefts happening throughout the Town and the efforts that are being made by Davie Police. He provided updates on traffic violations for the month of March. He asked the Town to make a motion to create a resolution to oppose the expansion of the Warren Henry Dealership in Davie. Mayor Breitkreuz advised there doesn't need to be a motion, just provide direction to the Town to bring a resolution forward for a future meeting. Town Administrator Berns advised Town Planner Katims to draft a letter to send to Broward County and then draft the resolution.

Vice Mayor Allbritton spoke about an article in a previous DRW newsletter written by a Cooper City Commissioner regarding Airbnb's and what can be done in terms on regulations. He spoke about the workshop held during the DIAB meeting and he advised he went to resident's homes to advise them of the workshop. He thanked Manon Stevens for hosting a kid's meet and greet. He spoke about his attendance at Archbishop McCarthy High School's 25<sup>th</sup> anniversary event and what a privilege it was to read a proclamation from the Town. Lastly, he spoke about the speed trailers throughout the Town and to please contact him if you would like to have them placed at a specific location.

Mayor Breitkreuz thanked Council Member Jablonski for bringing up the Noise Ordinance and advised the public there will be a workshop on May 25<sup>th</sup> at 6:30 p.m. to discuss possible amendments to the ordinance. He wanted to give a shout out to former Mayor Doug McKay and wish him a speedy recovery. He spoke about how blessed and fortunate he is to work beside his fellow Council Members, and they are there to listen and help the residents of the Town. He spoke about the State removing the anonymity of making code complaints and it has spurred numerous calls to the Town Council from the residents complaining of issues. The Town Council will often field the calls from the residents and handle them on their end, which can result in conflict. Mayor Breitkreuz thanked his fellow Council Members and expressed his admiration for their commitment no matter the consequences.

## **10. Legal Comments**

Town Attorney Poliakoff also spoke about the code complaint situation as well and stated there is going to be more and more repercussions for the Town going forward. He believes soon the Town Council may have to consider changing its policies on forcing Code Enforcement to be reactive rather than proactive. He thinks there may be a way the Town Council can find a compromise between the two positions as well as fixing any broken Codes, so they work for the Town and avoid pitting neighbors against each other. He spoke about a case in litigation that has been resolved in the Town's favor and a couple other cases that are also pending litigation. He wished former mayor Doug McKay a speedy recovery. He then discussed a walk on item that involves the old CCA property and the Public Private Partnership (P3) agreement to purchase and sell to MG3. However, delays have happened due to behind-the-scenes issues. The Town has been working

on resolving the issues to complete the transaction. MG3 has a development partner by the name of BBX Logistics Properties, LLC and they want to complete the project in joint assignment.

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

**MOTION: TO APPROVE JOINT ASSIGNMENT OF THE MG3 AGREEMENT TO BBX LOGISTICS PROPERTIES, LLC. WITH THE FOLLOWING CHANGES:**

- **CHANGE THE "RIGHT OF FIRST REFUSAL: CLAUSE TO A "RIGHT OF FIRST OFFER".**
- **ADD THE FOLLOWING CLAUSE, "THE PROPERTY CANNOT BE SOLD TO ANOTHER GOVERNMENTAL AGENCY" TO ENSURE THE TAX REVENUE REMAIN WITH THE PROPERTY.**
- **UPON STABILIZATION (90% LEASED OUT), THEY HAVE THE RIGHT TO SELL THE PROPERTY AT THAT POINT OR 3 YEARS LATER.**
- **CHANGE A TYPO FROM, "IF THEY EVER DEFAULT ON AN ISSUE, THE TOWN CAN BUY BACK THE PROPERTY FOR \$16.8 MILLION DOLLARS" TO "IF THERE IS A DEFAULT PRIOR TO BEING BUILT, THE TOWN CAN BUY BACK THE PROPERTY FOR \$16.8 MILLION, HOWEVER, AFTER IT HAS BEEN BUILT, THEY GIVE THE TOWN LIEN RIGHTS TO FORECLOSE".**

**11. Administration Comments**

Town Administrator Berns had no comments.

**Resolutions**

**12.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 12550 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**13.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SERVICE ORDER BETWEEN THE TOWN OF SOUTHWEST RANCHES AND CLEARGOV, INC. FOR A CLOUD-NATIVE BUDGET CYCLE MANAGEMENT SOFTWARE SUITE AT FIRST YEAR COST OF EIGHT THOUSAND TWENTY-FIVE DOLLARS AND ZERO CENTS,

(\$8,025.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO TABLE THE RESOLUTION TO THE MAY 25, 2023 TOWN COUNCIL MEETING.**

#### **14. APPOINTMENTS**

##### **a. Broward League of Cities Board of Directors Appointment, Alternate and Second Alternate.**

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and approved by consensus.

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

#### **15. Adjournment**

Meeting was adjourned at 9:51 p.m.

*Respectfully submitted:*

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*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 25<sup>th</sup> day of May, 2023.*

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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.

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

Thursday 7:00 PM

May 11, 2023

13400 Griffin Road

Present:

Vice Mayor Jim Allbritton

Andrew Berns, Town Administrator

Council Member Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Gary Jablonski

Emil C. Lopez, Town Financial Administrator

Council Member David S. Kuczenski

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Vice Mayor Allbritton at 6:58 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Jablonski, Kuczenski and Vice Mayor Allbritton voting yes.

**MOTION: TO EXCUSE MAYOR BREITKREUZ'S ABSENCE.**

Vice Mayor Allbritton recognized the Hawkes Bluff Elementary School Robotics Team "Robohawkes", on their Sportsman Trophy Award received at the VEX Robotics World Championship Competition.

**3. Public Comment**

The following members of the public addressed the Town Council: Newell Hollingsworth.

**4. Board Reports**

There were no Board Reports.

**5. Council Member Comments**

Council Member Jablonski spoke about the following upcoming Town events, the DMV FLOW mobile, the June Special Magistrate Meeting, and Town Hall being closed in observance of Memorial Day. He also stated he would like to discuss issues with the playground at Country Estates Park, at a later meeting once all Council Members are present.

Council Member Hartmann advised that Broward County Mosquito Control has been in the Town spraying and their efforts seem to be working and reducing the number of mosquitos in the area. He also brought up the Country Estates HOA will be having a BBQ over the summer, and that announcements would be made in the future regarding the details of the event. Lastly, he stated that the Country Estates HOA meetings have had increased attendance over the years because people want to be engaged and understand what is occurring in their neighborhoods.

Council Member Kuczenski provided the traffic citation statistics for the month of April.

Vice Mayor Allbritton discussed the FPL Hardening project in the Town. He stated that District 3 is well into the project with the cables in and boxes being placed on the slabs. He believes the project will be a big benefit to the Town in the future. He brought up that there are drainage projects upcoming in the Town and some of those are going to be in District 3. He stated that notices will go out from the Town to the residents, notifying them of workshops set up to discuss the projects. The last project was discussed at Town Hall, and it was a great opportunity for residents to have their questions answered. He also thanked Representative Robin Bartleman and Town staff for their efforts in obtaining grant money to pay for the projects. He informed everyone that there was another dangerous dog incident in the Town, where some animals were bitten. He stated he was glad the "Dangerous Dog Ordinance" was enacted and hopes it will stop future incidents. The Vice Mayor expressed that he had the privilege to participate in a ride along with the Town of Davie Police Department. He discussed the types of calls they responded to during the day including an "Extra Watch" check and a dangerous dog incident. He reminded everyone the Town of Davie has their "Extra Watch" program that provides extra patrols of homes while the homeowner is on vacation, and it is open to all Town residents. He once again stated that he was glad the Town has the "Dangerous Dog Ordinance" in place to protect our residents, livestock, and our lifestyle.

## **6. Legal Comments**

Town Attorney Poliakoff had no comments.

## **7. Administration Comments**

Town Administrator Berns had no comments.

## **Resolutions**

**8.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE EFFORTS OF FLORIDA POWER & LIGHT (FPL) TO STRENGTHEN THE POWER GRID IN SOUTHWEST RANCHES BY REPLACING OVERHEAD POWER LINES WITH UNDERGROUND LINES AND HARDENING THOSE POWERLINES THAT REMAIN TO IMPROVE RESILIENCY DURING HURRICANES AND SEVERE WEATHER EVENTS; DIRECTING THAT A COPY OF THIS RESOLUTION BE SENT TO THE EXTERNAL AFFAIRS MANAGER FOR FPL; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski and seconded by Council Member Hartmann and passed by a 4-0 roll call vote. The vote as follows: Council Members Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton voting Yes.

**MOTION: TO APPROVE THE RESOLUTION AS AMENDED BY CORRECTING THE NAME OF THE "STORM SECURE UNDERGROUND PROGRAM" TO "LATERAL HARDENING UNDEGROUND PROGRAM" AND ADDING THE FOLLOWING LINE TO THE RESOLUTION TITLE: "BE SENT TO THE PUBLIC SERVICE COMMISSION".**

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING A RESTRICTIVE USE NOTE AMENDMENT TO THE REGENCY PLAT, LOCATED ADJACENT TO THE TOWN OF SOUTHWEST RANCHES, THAT WOULD ALLOW ADDITIONAL CAR

DEALERSHIP AND AUTOMOBILE STORAGE SPACE ABSENT A TRAFFIC STUDY DEMONSTRATING THAT ALL OF SW 148TH AVENUE AND ITS INTERSECTION WITH GRIFFIN ROAD WILL FUNCTION AT OR BETTER THAN THE ADOPTED LEVEL OF SERVICE ON WEEKDAYS AND SATURDAYS; DIRECTING THAT A COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY COMMISSION, AND THE BROWARD COUNTY URBAN PLANNING DIVISION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski and seconded by Council Member Hartmann and passed by a 4-0 roll call vote. The vote as follows: Council Members Hartmann, Jablonski, Kuczenski and Vice Mayor Allbritton voting Yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**10. Approval of Minutes**

**a. March 23, 2023 Regular Meeting Minutes**

**b. April 13, 2023 Regular Meeting Minutes**

The following motion was made by Council Member Hartmann and seconded by Council Member Jablonski and passed by a 4-0 roll call vote. The vote as follows: Council Members Hartmann, Jablonski, Kuczenski, and Vice Mayor Allbritton voting Yes.

**MOTION: TO APPROVE THE MARCH 23, 2023 AND APRIL 13, 2023 REGULAR MEETING MINUTES.**

**11. Adjournment**

Meeting was adjourned at 7:28 p.m.

*Respectfully submitted:*

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*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 25<sup>th</sup> day of May, 2023.*

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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.

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