

RESOLUTION NO. 2013 – 072

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION AND RANKING FOR A FIRE OPERATIONAL STUDY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT, WITH PUBLIC SAFETY SOLUTIONS, INC., IN AN AMOUNT NOT TO EXCEED TWENTY EIGHT THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$28,850.00) IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 29, 2013, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (RFP) procuring qualified consultants for a Fire Operational Study; and

WHEREAS, on August 28, 2013, the Town received five (5) responses to its request; and

WHEREAS, on September 10, 2013, the Town's Selection Committee ("SC"), at a publicly advertised meeting, ranked Public Safety Solutions, Inc. as the highest ranked proposal; and

WHEREAS, Public Safety Solutions, Inc., represents that it is willing and able to provide the required services to assist the Town in providing a Fire Operational Study; and

WHEREAS, the Town Council has determined that the recommendation and ranking of the SC is in the best interests of the Town.

WHEREAS, the Town Council desires to enter into an Agreement with the top ranked vendor to perform the required fire operational study under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves the SC's ranking of the respondents to the Town's procurement relating to the Fire Operational Study as follows:

RANK	FIRM	POINTS
1	Public Safety Solutions, Inc.	382
2	Almont Associates	255
3	Matrix Consulting Group	251
4	Santa Fe Protective Services, Inc.	243
5	ICMA	202


Section 3: The Town Council of the Town of Southwest Ranches hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement with Public Safety Solutions, Inc., in an amount not to exceed Twenty Eight Thousand Eight Hundred and Fifty Dollars and Zero Cents (\$28,850.00), in substantially the same form as that attached hereto as Exhibit "A", to perform the required Fire Operational Study.

Section 4: The Town Council authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 26th day of September, 2013, on a motion by Council Member Fisikelli and seconded by Council Member McKay.

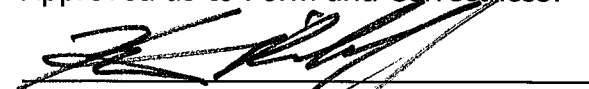
Nelson	<u>YES</u>	Ayes	<u>5</u>
McKay	<u>YES</u>	Nays	<u>0</u>
Breitkreuz	<u>YES</u>	Absent	<u>0</u>
Fisikelli	<u>YES</u>		
Jablonski	<u>YES</u>		


Jeff Nelson, Mayor

ATTEST:


Erika Gonzalez-Santamaria, CMC Town Clerk

Approved as to Form and Correctness:


Keith M. Poliakoff, Town Attorney

11217295.1

AGREEMENT
BETWEEN
TOWN OF SOUTHWEST RANCHES
AND
PUBLIC SAFETY SOLUTIONS, INC.

FOR THE PREPARATION OF A
FIRE OPERATIONAL STUDY

THIS AGREEMENT, is made and entered into this 26th day of September, 2013 by and between the Town of Southwest Ranches, a municipal corporation, with principal offices located at 13400 Griffin Road, Southwest Ranches, FL 33330 (the "TOWN") and Public Safety Solutions Inc., a Maryland corporation, with principle offices located at 106 Schooner Way, Suite 110, Chester, MD 21619 (the "SERVICE PROVIDER") for the preparation of a fire operational study, pursuant to RFP No. 13-007.

WHEREAS, on July 29, 2013, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals RFP # 13-007 procuring qualified vendors to perform a fire operational study; and

WHEREAS, on August 28, 2013, the Town received five (5) responses to its RFP; and

WHEREAS, Public Safety Solutions, Inc., represents that it is willing and able to provide the required services to assist the Town in preparing a fire operational study; and

WHEREAS, the Town has determined that the recommendation and ranking of the SC is in the best interests of the Town.

WHEREAS, the Town desires to enter into an Agreement with Public Safety Solutions, Inc.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, TOWN and SERVICE PROVIDER do hereby agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 Agreement – means this document, Articles 1 through 7, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.3 Council – The TOWN Council.
- 1.4 Contract Administrator – The Town Administrator, or the designee of such Town Administrator. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SERVICE PROVIDER and to manage and supervise

execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.5 Town Attorney – The chief legal counsel for the TOWN.
- 1.6 Services – The Services consists of the work described in Article 2.
- 1.7 Service Provider – Public Safety Solutions, Inc.
- 1.8 Town – The Town of Southwest Ranches, Broward County, Florida

ARTICLE 2 SCOPE OF SERVICES

- 2.1 SERVICE PROVIDER agrees to provide the TOWN with a complete Fire Operational Study, in both paper and electronic medium, in complete accordance with the requirements contained in the Request for Proposals RFP No. 13-007, attached hereto and incorporated by reference into this Agreement, as Exhibit "A", and SERVICE PROVIDER's response to RFP No. 13-007, attached hereto and incorporated by reference into this Agreement as Exhibit "B".
- 2.2 The TOWN shall provide SERVICE PROVIDER with access to such records, employees, and information that may be necessary for SERVICE PROVIDER to complete its Services.

ARTICLE 3 TIME FOR PERFORMANCE

- 3.1. In accordance with SERVICE PROVIDER's proposal, the services shall be initiated within ten (10) days, from the execution of this Agreement, and shall be completed within ninety (90) calendar days thereafter.

ARTICLE 4 COMPENSATION

- 4.1 SERVICE PROVIDER shall be compensated in the amount specified in its proposal, which is a not to exceed flat rate amount of Twenty Eight Thousand Eight Hundred and Fifty Dollars (\$28,850.00) for the successful completion of the scope of services. Such compensation shall be paid as follows:
- A. One-third at the initiation of work on the Fire Operation Study (\$9,616.67);
 - B. One-third at sixty days of work initiation (\$9,616.67); and,
 - C. One-third upon submission of a Final Written Report (\$9,616.66).
- 4.2 Upon tendering its final report to the TOWN, SERVICE PROVIDER shall provide TOWN with an invoice for its Services. Upon review, and acceptance of SERVICE PROVIDER's final report, the TOWN shall process and shall remit payment to SERVICE PROVIDER within thirty (30) calendar days from receipt of SERVICE PROVIDER's invoice, and in accordance with the Florida Prompt Payment Act, unless there is a dispute as to the invoice or to the work product provided. In the event of a dispute, the TOWN shall notify the SERVICE PROVIDER within ten (10) days of receipt of the invoice.
- 4.3 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, SERVICE PROVIDER's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished, under or by reason of the Agreement. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the SERVICE PROVIDER within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.
- 4.4 No modifications to SERVICE PROVIDER's compensation or scope of services shall occur, unless in a writing specifically executed in the same formality as this Agreement. SERVICE PROVIDER shall not be entitle to seek any additional compensation, for any Services performed prior to receiving written authorization by the TOWN.

ARTICLE 5 INSURANCE

- 5.1 SERVICE PROVIDER shall carry the following minimum types of Insurance:
- A. (If required by law) **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. SERVICE PROVIDER shall carry Worker's Compensation Insurance with the

statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** SERVICE PROVIDER shall carry business automobile liability insurance with minimum limits of **Two Hundred and Fifty Thousand Dollars (\$250,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** SERVICE PROVIDER shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage limit occurrence and **One Million Dollars (\$1,000,000)** general aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverages for premises and/or operations, independent SERVICE PROVIDER's, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

6.7 SERVICE PROVIDER shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Services under this Agreement and, at any time thereafter, upon request by TOWN.

6.8 SERVICE PROVIDER's Insurance Policies shall be endorsed to provide TOWN with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

**Town of Southwest Ranches
Andy Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330**

And

**Keith M. Poliakoff, Esq.
Arnstein & Lehr LLP
200 East Las Olas, Blvd.
Suite 1700
Fort Lauderdale, Florida 33301**

- 6.9 If the insurance policy is a "claims-made" policy, then SERVICE PROVIDER shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 6.10 If any of SERVICE PROVIDER's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.
- 6.11 The SERVICE PROVIDER shall not commence operations, and/or labor to complete any of the Services pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of SERVICE PROVIDER's initial insurance expires prior to the completion of the Services, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be listed as an additional named insured on all of SERVICE PROVIDER's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, SERVICE PROVIDER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND SERVICE PROVIDER'S SERVICES UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is "Town of Southwest Ranches". This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 SERVICE PROVIDER shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days of Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, SERVICE PROVIDER's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 6 TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within fourteen (14) calendar days after written notice from the aggrieved party identifying the breach, or for convenience by the TOWN upon no less than thirty (30) days written notice. This Agreement may also be terminated by Contract Administrator upon such notice, as the Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health and safety. An erroneous termination for cause shall be considered a termination for convenience.
- 6.2 Termination of this Agreement for cause by TOWN shall include, but not be limited to, negligent, intentional or repeated submission for payment of false or incorrect bills or invoices, failure to continuously perform work in a manner calculated to meet or accomplishes the objectifies as set forth in this Agreement, or multiple breach of this Agreement. Repeated failure to supply the goods and services shall be cause-in-need for the TOWN to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the SERVICE PROVIDER to pay the TOWN any increase in costs occasioned thereby.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 6.4 In the event this Agreement is terminated for convenience, SERVICE PROVIDER shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of TOWN's election to terminate, SERVICE PROVIDER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. SERVICE PROVIDER acknowledges and agrees that ten (\$10.00) dollars of the compensation to be paid to TOWN, the receipt and adequacy of which is hereby acknowledged by SERVICE PROVIDER, is given as specific consideration to SERVICE PROVIDER for TOWN's right to terminate this Agreement by convenience.

ARTICLE 7 MISCELLANEOUS

7.1 PUBLIC ENTITY CRIME ACT

SERVICE PROVIDER represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a SERVICE PROVIDER, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a SERVICE PROVIDER, supplier, sub-service provider, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by TOWN pursuant to this Agreement, and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, SERVICE PROVIDER further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether SERVICE PROVIDER has been placed on the convicted vendor list.

7.2 INDEPENDENT SERVICE PROVIDER

SERVICE PROVIDER is an independent SERVICE PROVIDER under this Agreement. Services provided by SERVICE PROVIDER pursuant to this Agreement shall be subject to the supervision of SERVICE PROVIDER. In providing such services, neither SERVICE PROVIDER nor its agents shall act as officers, employees, or agents of the TOWN. No partnership, joint venture, or other joint relationship is created hereby. TOWN does not extend to SERVICE PROVIDER or SERVICE PROVIDER's agents any authority of any kind to bind TOWN in any respect whatsoever.

7.3 THIRD PARTY BENEFICIARIES

Neither SERVICE PROVIDER nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement

7.4 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR TOWN:

Andy Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

With a Copy to Town Attorney
Keith Poliakoff, Esq.
Arnstein & Lehr LLP
200 East Las Olas Blvd.
Suite 1700
Fort Lauderdale, FL 33301

FOR SERVICE PROVIDER:

Public Safety Solutions, Inc.
Attn: Leslie D. Adams, President
106 Schooner Way, Suite 110
Chester, MD 21619
(301) 580-1900

7.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, SERVICE PROVIDER shall not subcontract any portion of the Services required by this Agreement unless approved in writing by the Town Administrator. SERVICE PROVIDER represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. SERVICE PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

7.6 CONFLICTS

Neither SERVICE PROVIDER, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SERVICE PROVIDER's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. SERVICE PROVIDER further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he, she, or SERVICE PROVIDER is not a party, unless compelled by court process. Further, SERVICE PROVIDER agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude SERVICE PROVIDER or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event SERVICE PROVIDER is permitted pursuant to this Agreement to utilize sub-service providers to perform any Services required by this Agreement, SERVICE PROVIDER agrees to require such sub-service provider, by written contract, to comply with the provisions of this section to the same extent as SERVICE PROVIDER.

7.7 MATERIALITY AND WAIVER OF BREACH

TOWN and SERVICE PROVIDER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

TOWN's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.8 COMPLIANCE WITH LAWS

SERVICE PROVIDER shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.9 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or SERVICE PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.12 JURISDICTION, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, SERVICE PROVIDER and TOWN hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees, costs and expert witness fees incurred.

7.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Contract Administrator.

7.14 PRIOR AGREEMENTS

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

7.15 DRUG-FREE WORKPLACE

It is a requirement of TOWN that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Florida Statute 287.087. Execution of this Agreement by SERVICE PROVIDER shall serve as SERVICE PROVIDER's required certification that it either has or that it will establish a drug-free work place in accordance with Florida Statute 287.087.

7.16 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by TOWN when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by SERVICE PROVIDER.

7.17 INCORPORATION BY REFERENCE

The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

7.18 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

7.19 CONTINGENCY FEE

SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SERVICE PROVIDER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.21 SOVEREIGN IMMUNITY

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

7.22 WORK MADE FOR HIRE

The Services specified herein shall be deemed to be a work made for hire. As such, any material prepared as a result of this Agreement shall be deemed to be the intellectual property of the TOWN.

7.23 NON-DISCRIMINATION

SERVICE PROVIDER shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. SERVICE PROVIDER shall take affirmative action to ensure that any permitted sub-service providers, Independent SERVICE PROVIDER's, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. SERVICE PROVIDER shall comply with all applicable sections of the Americans with Disabilities Act. SERVICE PROVIDER agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the SERVICE PROVIDER, its successors, transferees, and assignees for the period during which any Services are provided. SERVICE PROVIDER further assures that all sub-service providers and independent SERVICE PROVIDER's are not in violation of the terms of this Section of the Agreement.

7.24 TAXES AND COSTS

All federal, state and local taxes relating to SERVICE PROVIDER's Services under this Agreement shall be paid by the SERVICE PROVIDER.

7.25 PUBLIC RECORDS

SERVICE PROVIDER acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to TOWN contracts, pursuant to the provisions of Chapter 119, Florida Statutes. SERVICE PROVIDER agrees to maintain public records in SERVICE PROVIDER's possession or control in connection with SERVICE PROVIDER's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production, and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain property of the TOWN. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, SERVICE PROVIDER, whether finished or unfinished, shall become the property of the TOWN and shall be delivered by SERVICE PROVIDER to the Town Clerk, at no cost to the TOWN, within seven (7) days of termination of this Agreement. All such records stored electronically by SERVICE PROVIDER shall be delivered to the TOWN in a format that is compatible with the TOWN's information technology systems. Upon termination of this Agreement, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or

confidential and except from public records disclosure. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein. SERVICE PROVIDER's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

7.26 TIME IS OF THE ESSENCE

Time is of the essence for the performance of all of SERVICE PROVIDER's obligations under this Agreement.

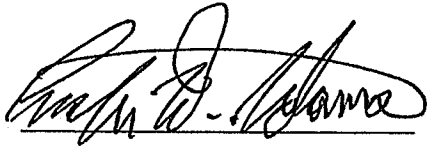
7.27 TRUTH-IN-NEGOTIATION CERTIFICATE.

Signature of this Agreement by SERVICE PROVIDER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Public Safety Solutions, INC., and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Town Administrator and the Town's Mayor duly authorized to execute same in accordance with the Town's Procurement Code, on this _____ day of August, 2013.

[SIGNATURES ON FOLLOWING PAGE]

WITNESSES:



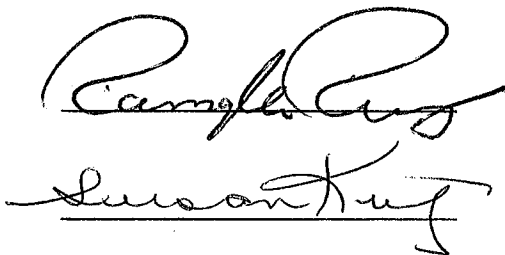
SERVICE PROVIDER:

Public Safety Solutions, Inc.

By: Leslie D. Adams, President

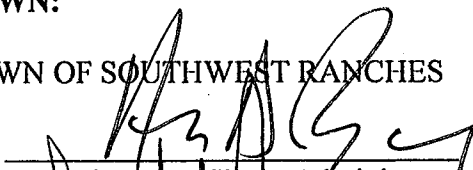
17 day of September, 2013

WITNESSES:



TOWN:

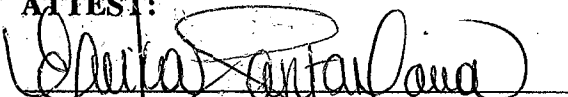
TOWN OF SOUTHWEST RANCHES

By: 
Andy Berns, Town Administrator

By: 
Jeff Nelson, Mayor

11th day of ^{October} September 2013

ATTEST:


Erika Santamaria, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:


Keith A. Poliakoff, Town Attorney

11109202.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Avon-Dixon Agency, LLC PO Box 1588 Easton MD 21601		CONTACT NAME: Sue Miller PHONE (A/C, No, Ext): (410) 822-0506 FAX (A/C, No): (410) 770-5402 E-MAIL ADDRESS: sue.miller@avondixon.com	
INSURED Public Safety Solutions, Inc. 106 Schooner Way Chester MD 21619		INSURER(S) AFFORDING COVERAGE INSURER A: Markel American Insurance Co INSURER B: Colony Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1391231805

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	3DM7357	1/3/2013	1/3/2014	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED						
	<input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
B	Errors & Omissions			EO606014	5/24/2013	5/24/2014	E.L. DISEASE - POLICY LIMIT \$
							\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Town of Southwest Ranches, Certificate Holder is included as an Additional Insured with regard to the General Liability coverage as required by written contract or agreement. Products/Completed Operations are included in General Liability aggregate; coverage is Primary and Non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

Town of Southwest Ranches
Andy Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Freestates/SMILLER

ACORD 25 (2010/05)

INS025 (201005).01

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COMMERCIAL GENERAL LIABILITY
Policy Number: 3DM7357

ESSEX INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

Please refer to each coverage form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all coverage forms.

SCHEDULE

Person or Entity:

Address: Town of Southwest Ranches
13400 Griffin Road
SOUTHWEST Ranches, FL 33330
Interest of the Above: CONTRACTOR

Additional Premium: ☒ INCLUDED

(Check Box if fully earned ☐)

WHO IS AN INSURED is amended to include the person or entity shown in the Schedule above as an Additional Insured under this insurance, but only as respects negligent acts or omissions of the Named Insured and only as respects any coverage not otherwise excluded in the policy. Our agreement to accept an Additional Insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.

No coverage shall be afforded to the Additional Insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



ESSEX INSURANCE COMPANY

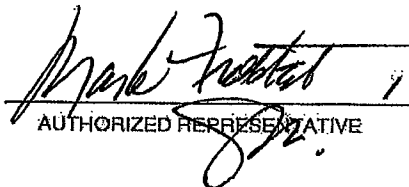
PRODUCTS/COMPLETED OPERATIONS INCLUDED IN GENERAL AGGREGATE

*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3DM7357	01/03/13	PUBLIC SAFETY SOLUTIONS INC.

THIS ENDORSEMENT CHANGES THE POLICY.

For those classifications stated on the supplemental declarations of the general liability coverage part as including products and/or completed operations, if any, the exposure for such is included within the policy general aggregate limit, and no separate products/completed operations aggregate limit applies. You are not covered for products and/or completed operations arising from any other operations not listed on your policy.

 04/17/12
AUTHORIZED REPRESENTATIVE DATE

TOWN OF SOUTHWEST RANCHES



REQUEST FOR PROPOSALS FOR SOUTHWEST RANCHES FIRE OPERATIONAL STUDY

RFP No. 13-007

Date: July 29, 2013

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

TOWN OFFICIALS

Jeff Nelson, Mayor

Steve Breitzkreuz, Vice Mayor

Doug McKay, Council Member

Freddy Fisikelli, Council Member

Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator

Erika Gonzalez-Santamaria, CMC, Town Clerk

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

CONTRACT DATA

Contract Title: Southwest Ranches Fire Operational Study

Contract Number: Town RFP No. 13-007

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

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Additional Documents to be Completed and Submitted with Proposal:

Drug Free Workplace Certification

Non-Collusive Affidavit

Certificate of Authority, If Individual or Sole Proprietor

Certificate of Authority, If Corporation or Limited Liability Company

Certificate of Authority, If Partnership

Certificate of Authority, If Joint Venture

Governmental Contact Information

Sworn Statement Pursuant to Section 287.133 – Public Entity Crimes

Acknowledgement of Addenda

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

Date: July 29, 2013

RFP No: 13-007

REQUEST FOR PROPOSALS (RFP)

Request Proposal Package at: jromance@southwestranches.org

The Town of Southwest Ranches, Florida, hereinafter referred to as TOWN, will receive sealed Proposals in response to this Request for Proposals (RFP) together with the information and documents required and as referenced herein and any other information relative to the experience, expertise or proficiency of the Proposer, at the office of Juanita Romance, Procurements and Special Projects, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330, (954) 434-0008, for furnishing the services described below:

RFP No.: 13-007

Southwest Ranches Fire Operational Study

This project involves: A study to explore all options regarding the future of Fire and EMS services provided within the Town.

Responses to this RFP must be clearly marked "**RFP No. 13-007, SWR Fire Operational Study**" and must be received by the Procurements and Special Projects at 13400 Griffin Road, Southwest Ranches, Florida, 33330 either by mail or hand delivery, no later than **11:00 a.m. local time on August 28, 2013**. Proposals must be sealed. It is anticipated that the proposals shall be opened at 11:00 a.m. at Town Hall, located at 13400 Griffin Road, Southwest Ranches, Florida 33330 on the same date. Any proposals delivered or received after 11:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

TOWN reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interest of the TOWN.

Any questions concerning the RFP should be sent by **facsimile or emailed to:**

Juanita Romance, Procurements and Special Projects

Phone: 954-343-7477

Fax Number: 954-434-1490

Email: jromance@southwestranches.org

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

INSTRUCTIONS TO PROPOSERS:

The Town of Southwest Ranches, Florida, hereinafter referred to as TOWN, will receive sealed Proposals in response to this Request for Proposals (RFP) together with the information and documents required and as referenced herein and any other information relative to the experience, expertise and proficiency of the Responder, at the office of Juanita Romance, Procurements and Special Projects, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330, (954) 434-0008, for furnishing the services described below:

1. PURPOSE:

The Town of Southwest Ranches is interested in obtaining proposals from qualified Vendors, to provide a thorough and comprehensive study to explore all options regarding the future of Fire and EMS services provided within the Town and as further described in this RFP. All services must be performed in accordance with applicable Federal, State, Local laws and regulations.

2. COPIES OF SUBMISSION:

One unbound original, eight (8) bound copies, and one compact disk of the entire proposal form and required submittals in PDF format shall be submitted to the Town of Southwest Ranches at the office of Juanita Romance, Procurements and Special Projects Coordinator, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Sealed proposals clearly marked "RFP No. 13-007, SWR Fire Operational Study" must be received by the Procurements and Special Projects Coordinator either by mail or hand delivery, no later than Wednesday, August 28, 2013 at 11:00 a.m. local time. A public opening will take place at 11:00 a.m. in the TOWN's main conference room located at Town Hall on the same date.

Facsimile or email submittals will not be accepted. Any Proposal received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances and will be returned unopened. Any uncertainty regarding the time that a Proposal is received will be resolved against the Proposer.

In accordance with Florida Statutes, Section 119.071, proposals are exempt from public inspection and copying until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier. Additionally, portions of evaluation committee meetings may be closed in accordance with Florida Statutes, Section 286.0113.

3. SELECTION PROCEDURE:

A Selection Committee appointed by the Town Administrator will evaluate proposals submitted. The receipt, evaluation and decisions made by the TOWN shall also be in accordance with the Town's Procurement Code.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

4. EVALUATION CRITERIA:

		Points Range
A.	Knowledge of Town needs	15
B.	Experience	60
C.	References	10
D.	Price	15
	Total Possible Points	100

NOTE: Proposals should be prepared to clearly address the Evaluation Criteria as well as any and all other information required by this RFP.

- A. The Selection Committee will review and evaluate the proposals received in accordance with this RFP and the Town's Procurement Code. Non-responsive proposals may be rejected by the Town as set forth in the Code. The Selection Committee will be responsible for short listing the most qualified firms. The Selection Committee shall have the discretion to short list all of the Proposals received or to short list no fewer than three firms for scoring and ranking. The Committee may also, in its sole discretion, request additional or clarifying information from any Proposer. The Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any Proposer. **Note:** In accordance with Florida Statutes, Section 286.0113, portions of Committee meetings may be closed to the public and the Proposers.
- B. Short listed firms may be asked to make a presentation of its qualifications and methodology to the Committee.
- C. The Committee will rank the short listed proposers in order of preference and in accordance with the Evaluation Criteria. If presentations are required by the Committee, they shall occur prior to the final ranking. The Town Council will make the final award decision and which shall be made to the Proposer determined to be most advantageous to the Town taking into consideration the price and Evaluation Criteria.
- D. The TOWN reserves the right to award to one Proposer, to split the award among multiple Proposers, or to not award either sections or the project in its entirety.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

E. The TOWN further reserves the right to request such additional information, make inspection of Proposers' facilities, request audited financial statements or other approved documentation to verify financial viability, and in order to fully evaluate a Proposer(s) responsibility and ability to perform the subject work. Nothing herein shall be construed as requiring the TOWN to make such requests.

F. By submitting a proposal, a Proposer is warranting that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Contract.

5. TENTATIVE SCHEDULE OF EVENTS:

The schedule of events, relative to this RFP shall be as follows:

Event	Date (on or by)
Issuance of Request for Proposals	Monday, July 29, 2013
Opening of Proposals	Wednesday, August 28, 2013
Submission Evaluations	To be determined
Award of Contract	To be determined

The TOWN reserves the right to modify the schedule of events.

6. AWARD:

The Town may award all services to one Proposer or may choose to award various portions of the services to multiple vendors.

Pursuant to applicable law and the Town's Procurement Code, the Town reserves the right to reject any and all responses:

- (1) When such rejection is in the best interest of the Town;
- (2) If such response is non-responsive or non-responsible;
- (3) If the response contains any material irregularities. The Town reserves the right, but is not required to, waive any minor irregularities.

The Town anticipates awarding a contract to the Proposer who can best serve the needs of the Town, and submits the proposal determined to be in the best interest of the Town and in accordance with this RFP and the Code. The Town anticipates award of one contract, but reserves the right to award more than one contract, or not make any award, if to do so is in the interest of the Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

7. CONTRACT:

The Selection Committee will rank the proposals. If no contract negotiation is required, the Town Administrator may proceed to present the ranking and award recommendation to the Town Council. If negotiation of any of the terms or conditions that the services will be provided upon is required, then the Selection Committee may proceed to negotiate with the top ranked firm, or the Town Administrator may appoint a purchasing negotiator. Should negotiations with the top ranked firm fail to result in a contract, negotiations shall be terminated and will commence with the next top ranked firm. The terms of the contract shall incorporate the terms of this RFP, and the top ranked firm's price proposal. The top ranked firm may offer a reduction or modification of its pricing as part of the negotiation, however, no such changes in pricing shall be permitted after the opening and until after the Committee has ranked the proposals. The final award decision shall be made by the Town Council. The final contract shall be prepared by the Town Attorney's office and shall include all terms and conditions required by this RFP, applicable law, and as may be required or approved by the Town Council, including, but not limited to, termination for cause and for convenience.

8. PROPOSER WARRANTY

Proposer warrants that the prices, terms and conditions quoted in the proposal will be firm for a period of at least 12 months from the date of the Contract award. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to this RFP will be cause for rejection, as determined by the TOWN. Except in the case of lump sum services, after the initial 12 months from contract award, prices may be adjusted on an annual basis subject to mutual agreement by both the Contractor and the Town.

9. GUARANTEES:

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may result in a contract or award. The quantities and frequencies provided herein are for proposal purposes only and will be used for tabulation and presentation of the Proposal. The Town reserves the right to determine the service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

10. PRICING:

The Proposer shall determine and indicate in the pricing section of its Proposal all information which may be required for the Town to fully evaluate the pricing. If a Price Proposal form is incorporated into this RFP, Proposers shall fully complete the Price Proposal form and supply all required information.

11. PROPOSAL WITHDRAWAL:

Any Proposer may withdraw its proposal prior to proposals opening by providing a written notice to the Town. After proposals are opened, they shall be irrevocable for a period of ninety (90) days. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the proposals opening may be debarred and are subject to forfeiture of the Proposal Security.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

12. INDEMNIFICATION:

The CONTRACTOR agrees to indemnify, defend and hold harmless the TOWN, its officers, agents and employees, free and harmless from any claim, liability, damages, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the TOWN against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses, including reasonable attorneys fees at both trial and appellate levels, in connection therewith. Nothing in this agreement shall be construed to affect or waive in any way the TOWN'S sovereign immunity.

13. CONE OF SILENCE:

In accordance with the Town's Procurement Code, a Cone of Silence is hereby imposed and made applicable to this RFP. The Cone of Silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council commences to make a final decision regarding a contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the cone of silence, any person or entity which submits a response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Selection Committee, the Town Council or the Town's professional staff relative to this RFP, except as may be permitted or required during public meetings of the Town Council. All communications should be directed to the Procurements and Special Projects as set forth in this RFP. NOTE: A Proposer who violates the cone of silence shall be subject to automatic disqualification from further consideration.

A "Cone of Silence" means a prohibition on any communication regarding a particular request for proposals, request for qualification or invitation to bid, and as set forth in the Town's Procurement Code.

14. ADDITIONS & DELETIONS TO LOCATIONS OR SERVICES:

The TOWN may require the addition or deletion of services from the Contract if the requirements and needs of the TOWN change. This may entail additional locations and/or additional services required on locations serviced under the Contract. Upon request, the Contractor shall provide the TOWN with a cost for these additional locations or services, and which shall be based upon the pricing set forth in the Price Proposal.

If the cost offered is not acceptable to the TOWN, the TOWN reserves the right to procure these additional services from another contractor(s).

15. EQUAL EMPLOYMENT OPPORTUNITY:

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

are treated during their employment without regard to their race, religion, color, age, sex or national origin, physical or mental handicap, or marital status.

16. PUBLIC ENTITY CRIMES:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded to perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list".

17. CONFLICT OF INTEREST:

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

18. SUBMISSION OF PROPOSALS:

It is the responsibility of the Proposer to ensure that the Proposal reaches the Office of the Procurements and Special Projects on or before the closing hour and date set forth in this RFP. The TOWN is not responsible for the Proposer's costs associated with preparation of the bid or proposal.

19. LIABILITY INSURANCE, LICENSING & PERMITS:

The proposal shall include certificate(s) of insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the TOWN in an amount equal to 100% of the requirements. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide the TOWN with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

Comprehensive, General Liability Insurance (CGL) including broad form contractual liability coverage for bodily injury and property damage liability with limits of Five Hundred Thousand Dollars (\$500,000) combined single limit occurrence and One Million Dollars (\$1,000,000) general aggregate, is required. The CGL policies must include premises/operations, products/completed operations, broad form contractual and independent Contractor's coverages. The Town of Southwest Ranches shall be named as "Additional Insured" and listed as Certificate Holder with respect to this coverage. Such insurance shall not diminish Contractor's indemnification obligations hereunder. The insurance policy(ies) shall be issued by such company, in such forms and with such

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

limits of liability and deductibles as are acceptable to the TOWN and shall be endorsed to be primary over any insurance, which the TOWN may maintain. Before any work under the Contract is performed, and at any time upon request, Contractor shall furnish to the TOWN on behalf of itself or any sub-contractor it employs, certificates of insurance evidencing the minimum required coverage and appropriately endorsed for contractual liability with the TOWN named as an additional insured and listed as Certificate Holder. All policies shall contain a waiver of subrogation endorsement. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) calendar days prior to written notice to the TOWN's Risk Management Department:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

- A. Comprehensive automobile liability insurance covering all owned, non-owned, rented, hired or borrowed vehicles used in connection with the award, in an amount not less than \$250,000.00 combined single limit per occurrence for bodily injury and property damage. ~~The~~ Town of Southwest Ranches shall be named as additional insured and listed as Certificate Holder and any with respect to this coverage. Vendor shall furnish to the TOWN on behalf of itself or any sub-contractor it employs, certificates of insurance evidencing the minimum required coverage and appropriately endorsed for contractual liability with the TOWN named as an additional insured and listed as Certificate Holder.
- B. Vendor must carry Workers' Compensation Insurance for all its employees as required by Florida Statute Chapter 44, as amended.
- C. All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of the Town of Southwest Ranches of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town of Southwest Ranches. Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.
- D. Proposers are required to submit a list of claims presently outstanding against their liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.
- E. Failure to fully and satisfactorily comply with the TOWN's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission of the award within thirty (30) days of the Town Council's decision. By submitting a Proposal, the Proposer hereby holds the TOWN harmless and agrees to indemnify TOWN and covenants not to sue the TOWN by virtue of such rescission.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

20. DISPUTES, GOVERNING LAW, VENUE:

After an award of the contract, disputes shall be resolved as set forth in the contract and in the manner generally required by the Town in its services contracts. The contract and the Contractor's performance of the services shall be governed and construed in accordance with Florida law. Venue for any disputes shall be in the State Courts in Broward County, Florida.

21. ADDENDA OR ADDITIONAL INFORMATION:

Any questions or requests for clarifications concerning this RFP shall be submitted in writing by mail, facsimile or E-mail and directed to Juanita Romance, Procurements and Special Projects, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL, 33330; by Fax number (954) 434-1490; or E-mail address jromance@southwestranches.org. The Proposal Title/number shall be referenced on all correspondence and in the subject section of the email. All questions must be received no later than noon, seven (7) calendar days prior to the scheduled proposal opening date. All responses to questions/clarifications, if deemed necessary by the TOWN, will be sent to all prospective proposers either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or, after the deadline. Proposers are hereby notified that they cannot rely upon oral representations or discussions with the TOWN, including its staff or consultants, and which shall not be binding upon the TOWN.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

Exhibit "A"
Project Description –
Required Services

The Town of Southwest Ranches has received professional Fire and EMS services from multiple providers since incorporation in 2000. The Town also has a rich history of being served by a Volunteer Fire Department (VFD). The VFD originally started as a brush fire quick response team, but also handled large animal rescue, indicative of the Town's rural nature.

Professional services are currently being handled by the Town of Davie. Costs for this service now approach \$2.5 million per year. There are presently four (4) years remaining on a five (5) year contract, which will increase an additional 4% per year. At the same time, the VFD has grown and supplements Fire and EMS services provided by Davie. While only the Chief and Assistant Chief are compensated, volunteers receive expense reimbursement in the form of \$200 stipends for a 24 hour shift. The overall expense of supporting the VFD now exceeds \$500,000 annually. Rising costs for contractual as well as volunteer services are a major challenge confronting the Town at this time.

In addition to the annual contractual increase with Davie, the VFD has increasing needs. The pumper truck used by the VFD is rapidly approaching its maximum life. Repairs are needed on a regular basis, and are becoming increasingly more expensive. Other VFD vehicles are also aging and will become more costly to maintain. Both Davie Fire and the VFD are housed in modular buildings, also approaching the end of their anticipated useful life and necessitating future planning and expense.

The Town currently finds itself at a crossroads, and must make decisions now that will provide for the health, safety and welfare of residents in the future, while also being fiscally prudent. For this reason, the Town feels it necessary to commission a consultant to study and to explore all options regarding the future of Fire and EMS services provided within the Town.

It is expected the consultant will review multiple scenarios and make appropriate recommendations. Consideration should be given to the following, at a minimum:

- Establishment of a stand alone Fire Department, eliminating outside contractor reliance. This evaluation must include a summary of the infrastructure and equipment needs, staffing requirements, administration and training needs in a proposed timeline consistent with current contractual status and all projected costs. All models of possible services shall be analyzed, including but not limited to consideration of a split model-volunteers for fire response and professionals for EMS services, similar to Plantation, Florida.

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- Maintaining contractual fire and ems services. This evaluation must include a summary of the benefits and deficits of maintaining contractual services. This evaluation must also consider whether the Town's Volunteer Fire Department is necessary, and must evaluate the costs of such services when compared to the potential need for additional contractual services, if necessary.
- Maintain existing outside contractual services in conjunction with the VFD services. Develop models to accurately define volunteer services and recommend the most cost effective method to ensure public safety as provided by outside contractual providers in tandem with the VFD. Multiple models may be proposed for consideration. Projected costs must include the cost of bringing facilities and equipment up to standard, proposed staffing, training and administrative needs.
- Other viable models not included above should also be presented and broken down into component details and related costs.

Final report must include detailed financial budget projections over a five (5) year period.

Time is of the essence for the completion of this study, which shall be completed within ninety (90) calendar days from the contractual award.

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Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) be indicated below and this form returned to:

Juanita Romance, Procurement and Special Projects Coordinator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: jromance@southwestranches.org

REASONS

1. _____ Do not Offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
8. _____ Other (Explanation provided below or by separate attachment).

Explanation:

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Exhibit "B"
Agreement Form

AGREEMENT
BETWEEN
TOWN OF SOUTHWEST RANCHES
AND

FOR THE PREPARATION OF A
FIRE OPERATIONAL STUDY

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

THIS AGREEMENT, is made and entered into this _____ day of August, 2013 by and between the Town of Southwest Ranches, a municipal corporation, with principal offices located at 13400 Griffin Road, Southwest Ranches, FL 33330 (the "TOWN") and _____, Inc., a _____ Corporation, with principle offices located at _____, _____ (the "SERVICE PROVIDER") for the preparation of a fire operational study, pursuant to RFP No. 13-0 _____.

WHEREAS, on July 29, 2013, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals RFP # 13-0 _____ procuring qualified vendors to perform a fire operational study; and

WHEREAS, on _____, 2013, the Town received _____ (_____) responses to its RFP; and

WHEREAS, _____, Inc., represents that it is willing and able to provide the required services to assist the Town in preparing a fire operational study; and

WHEREAS, the Town has determined that the recommendation and ranking of the SC is in the best interests of the Town.

WHEREAS, the Town desires to enter into an Agreement with _____, Inc.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, TOWN and SERVICE PROVIDER do hereby agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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- 1.2 Agreement – means this document, Articles 1 through 7, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.3 Council – The TOWN Council.
- 1.4 Contract Administrator – The Town Administrator, or the designee of such Town Administrator. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SERVICE PROVIDER and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 Town Attorney – The chief legal counsel for the TOWN.
- 1.6 Services – The Services consists of the work described in Article 2.
- 1.7 Service Provider – _____, Inc.
- 1.8 Town – The Town of Southwest Ranches, Broward County, Florida

ARTICLE 2
SCOPE OF SERVICES

- 2.1 SERVICE PROVIDER agrees to provide the TOWN with a complete Fire Operational Study, in both paper and electronic medium, in complete accordance with the requirements contained in the Request for Proposals RFP No. 13-0____, attached hereto and incorporated by reference into this Agreement, as Exhibit “A”, and SERVICE PROVIDER’s response to RFP No. 12-0____, attached hereto and incorporated by reference into this Agreement as Exhibit “B”.
- 2.2 The TOWN shall provide SERVICE PROVIDER with access to such records, employees, and information that may be necessary for SERVICE PROVIDER to complete its Services.

ARTICLE 3
TIME FOR PERFORMANCE

- 3.1. In accordance with SERVICE PROVIDER’s proposal, the services shall be initiated within ten (10) days, from the execution of this Agreement, and shall be completed within ninety (90) calendar days thereafter.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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**ARTICLE 4
COMPENSATION**

- 4.1 SERVICE PROVIDER shall be compensated in the amount specified in its proposal, which is a not to exceed flat rate amount of _____ Dollars (\$_____.00) for the successful completion of the scope of services.
- 4.2 Upon tendering its final report to the TOWN, SERVICE PROVIDER shall provide TOWN with an invoice for its Services. Upon review, and acceptance of SERVICE PROVIDER's final report, the TOWN shall process and shall remit payment to SERVICE PROVIDER within thirty (30) calendar days from receipt of SERVICE PROVIDER's invoice, and in accordance with the Florida Prompt Payment Act, unless there is a dispute as to the invoice or to the work product provided. In the event of a dispute, the TOWN shall notify the SERVICE PROVIDER within ten (10) days of receipt of the invoice.
- 4.3 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, SERVICE PROVIDER's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished, under or by reason of the Agreement. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the SERVICE PROVIDER within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.
- 4.4 No modifications to SERVICE PROVIDER's compensation or scope of services shall occur, unless in a writing specifically executed in the same formality as this Agreement. SERVICE PROVIDER shall not be entitled to seek any additional compensation, for any Services performed prior to receiving written authorization by the TOWN.

**ARTICLE 5
INSURANCE**

- 5.1 SERVICE PROVIDER shall carry the following minimum types of Insurance:
- A. (If required by law) **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. SERVICE PROVIDER shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** SERVICE PROVIDER shall carry business automobile liability insurance with minimum limits of **Two Hundred and Fifty Thousand Dollars (\$250,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** SERVICE PROVIDER shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage limit occurrence and **One Million Dollars (\$1,000,000)** general aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverages for premises and/or operations, independent SERVICE PROVIDER's, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.
- 6.7 SERVICE PROVIDER shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Services under this Agreement and, at any time thereafter, upon request by TOWN.
- 6.8 SERVICE PROVIDER's Insurance Policies shall be endorsed to provide TOWN with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

**Town of Southwest Ranches
Andy Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330**

And

**Keith M. Poliakoff, Esq.
Arnstein & Lehr LLP
200 East Las Olas Blvd.
Suite 1700
Fort Lauderdale, Florida 33301**

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- 6.9 If the insurance policy is a "claims-made" policy, then SERVICE PROVIDER shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 6.10 If any of SERVICE PROVIDER's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.
- 6.11 The SERVICE PROVIDER shall not commence operations, and/or labor to complete any of the Services pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of SERVICE PROVIDER's initial insurance expires prior to the completion of the Services, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be listed as an additional named insured on all of SERVICE PROVIDER's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, SERVICE PROVIDER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND SERVICE PROVIDER'S SERVICES UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is "Town of Southwest Ranches". This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 SERVICE PROVIDER shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days of Town's actual notice of such event.

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- 6.18 Notwithstanding any other provisions of this Agreement, SERVICE PROVIDER's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or termination of this Agreement.

**ARTICLE 6
TERMINATION**

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within fourteen (14) calendar days after written notice from the aggrieved party identifying the breach, or for convenience by the TOWN upon no less than thirty (30) days written notice. This Agreement may also be terminated by Contract Administrator upon such notice, as the Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health and safety. An erroneous termination for cause shall be considered a termination for convenience.
- 6.2 Termination of this Agreement for cause by TOWN shall include, but not be limited to, negligent, intentional or repeated submission for payment of false or incorrect bills or invoices, failure to continuously perform work in a manner calculated to meet or accomplishes the objectifies as set forth in this Agreement, or multiple breach of this Agreement. Repeated failure to supply the goods and services shall be cause-in-need for the TOWN to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the SERVICE PROVIDER to pay the TOWN any increase in costs occasioned thereby.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 6.4 In the event this Agreement is terminated for convenience, SERVICE PROVIDER shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of TOWN's election to terminate, SERVICE PROVIDER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. SERVICE PROVIDER acknowledges and agrees that ten (\$10.00) dollars of the compensation to be paid to TOWN, the receipt and adequacy of which is hereby acknowledged by SERVICE PROVIDER, is given as specific consideration to SERVICE PROVIDER for TOWN's right to terminate this Agreement by convenience.

**ARTICLE 7
MISCELLANEOUS**

7.1 PUBLIC ENTITY CRIME ACT

SERVICE PROVIDER represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a SERVICE PROVIDER, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a SERVICE PROVIDER, supplier, sub-service provider, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by TOWN pursuant to this Agreement, and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, SERVICE PROVIDER further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether SERVICE PROVIDER has been placed on the convicted vendor list.

7.2 INDEPENDENT SERVICE PROVIDER

SERVICE PROVIDER is an independent SERVICE PROVIDER under this Agreement. Services provided by SERVICE PROVIDER pursuant to this Agreement shall be subject to the supervision of SERVICE PROVIDER. In providing such services, neither SERVICE PROVIDER nor its agents shall act as officers, employees, or agents of the TOWN. No partnership, joint venture, or other joint relationship is created hereby. TOWN does not extend to SERVICE PROVIDER or SERVICE PROVIDER's agents any authority of any kind to bind TOWN in any respect whatsoever.

7.3 THIRD PARTY BENEFICIARIES

Neither SERVICE PROVIDER nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement

7.4 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by

TOWN OF SOUTHWEST RANCHES, FLORIDA
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certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR TOWN:

Andy Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

With a Copy to Town Attorney
Keith Poliakoff, Esq.
Arnstein & Lehr LLP
200 East Las Olas Blvd.
Suite 1700
Fort Lauderdale, FL 33301

FOR SERVICE PROVIDER:

_____, Inc.
Attn: _____

_____, _____
() _____

7.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, SERVICE PROVIDER shall not subcontract any portion of the Services required by this Agreement unless approved in writing by the Town Administrator. SERVICE PROVIDER represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. SERVICE PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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7.6 CONFLICTS

Neither SERVICE PROVIDER, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SERVICE PROVIDER's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. SERVICE PROVIDER further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he, she, or SERVICE PROVIDER is not a party, unless compelled by court process. Further, SERVICE PROVIDER agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude SERVICE PROVIDER or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event SERVICE PROVIDER is permitted pursuant to this Agreement to utilize sub-service providers to perform any Services required by this Agreement, SERVICE PROVIDER agrees to require such sub-service provider, by written contract, to comply with the provisions of this section to the same extent as SERVICE PROVIDER.

7.7 MATERIALITY AND WAIVER OF BREACH

TOWN and SERVICE PROVIDER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

TOWN's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.8 COMPLIANCE WITH LAWS

SERVICE PROVIDER shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.9 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or SERVICE PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

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7.10 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.12 JURISDICTION, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, SERVICE PROVIDER and TOWN hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees, costs and expert witness fees incurred.

7.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Contract Administrator.

7.14 PRIOR AGREEMENTS

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

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7.15 DRUG-FREE WORKPLACE

It is a requirement of TOWN that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Florida Statute 287.087. Execution of this Agreement by SERVICE PROVIDER shall serve as SERVICE PROVIDER's required certification that it either has or that it will establish a drug-free work place in accordance with Florida Statute 287.087.

7.16 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by TOWN when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by SERVICE PROVIDER.

7.17 INCORPORATION BY REFERENCE

The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

7.18 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

7.19 CONTINGENCY FEE

SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SERVICE PROVIDER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.21 SOVEREIGN IMMUNITY

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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7.22 WORK MADE FOR HIRE

The Services specified herein shall be deemed to be a work made for hire. As such, any material prepared as a result of this Agreement shall be deemed to be the intellectual property of the TOWN.

7.23 NON-DISCRIMINATION

SERVICE PROVIDER shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. SERVICE PROVIDER shall take affirmative action to ensure that any permitted sub-service providers, Independent SERVICE PROVIDER's, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. SERVICE PROVIDER shall comply with all applicable sections of the Americans with Disabilities Act. SERVICE PROVIDER agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the SERVICE PROVIDER, its successors, transferees, and assignees for the period during which any Services are provided. SERVICE PROVIDER further assures that all sub-service providers and independent SERVICE PROVIDER's are not in violation of the terms of this Section of the Agreement.

7.24 TAXES AND COSTS

All federal, state and local taxes relating to SERVICE PROVIDER's Services under this Agreement shall be paid by the SERVICE PROVIDER.

7.25 PUBLIC RECORDS

The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. SERVICE PROVIDER understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. SERVICE PROVIDER's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Town.

7.26 TIME IS OF THE ESSENCE

Time is of the essence for the performance of all of SERVICE PROVIDER's obligations under this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

7.27 TRUTH-IN-NEGOTIATION CERTIFICATE.

Signature of this Agreement by SERVICE PROVIDER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, INC., and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Town Administrator and the Town's Mayor duly authorized to execute same in accordance with the Town's Procurement Code, on this _____ day of August, 2013.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

WITNESSES:

SERVICE PROVIDER:

_____, Inc.

By: _____

_____, _____

____ day of _____ 2013

WITNESSES:

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Andy Berns, Town Administrator

By: _____
Jeff Nelson, Mayor

____ day of _____ 2012

ATTEST:

Erika Santamaria, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith A. Poliakoff, Town Attorney

11109202.1

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

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

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

- and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

COMPANY NAME: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____

(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____ being first duly sworn deposes and says
that:

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

COMPANY NAME: _____

[SIGNATURE ON NEXT PAGE]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

COMPANY: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____,

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that _____, as
Principal or Owner of (Company name) _____, is hereby
authorized to execute the Proposal dated _____ 20____, to the Town of Southwest Ranches
and his execution thereof, attested by the undersigned, shall be the official act and deed of

(Company name)

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Secretary:

(SEAL)

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)
) ss.
County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____ 20____, to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as
_____ of the Partnership, be and is hereby authorized to
execute the Proposal dated, _____ 20____, to the Town of Southwest Ranches and this
partnership and that his execution thereof, attested by the _____ shall be the official
act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this, ____ day of _____, 20____.

Secretary:

(SEAL)

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Principals of the _____

A corporation existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as
_____ of the Joint Venture be and is hereby authorized to
execute the Proposal dated, _____, 20____, to the Town of Southwest
Ranches official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

BIDDER EXPERIENCE QUESTIONNAIRE

The Proposer's response to this questionnaire will be utilized as part of the Town's Evaluation and Contractor selection. Proposer must have current licensures applicable to this type of work and must have experience on comparable work. List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

COMPANY NAME: _____

A Proposal to Provide Fire Operational Study Town of Southwest Ranches, Florida



Submitted by:
Public Safety Solutions, Inc.
Public Safety Management Consultants
Fire/EMS Division
106 Schooner Way, Suite 110
Chester, MD 21619
(301) 580-1900



EXHIBIT B



106 Schooner Way, Suite 110
Chester, Maryland 21619
410.604.0650
240.595.6220 fax

August 27, 2013

Mr. Andrew D. Berns
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Dear Mr. Berns:

I am pleased to submit this Proposal to provide a Proposal to conduct the Fire Operational Study for the Town of Southwest Ranches, Florida.

Public Safety Solutions, Inc. (PSSI) is a uniquely qualified fire and emergency medical services management consulting firm for this Town project. The Study Team has professional and project experience working with more than 110 town, city and county, fire, rescue and EMS organizations in 30 states. The Study Team has significant experience assisting communities and their service providers to identify and consider options for meeting service delivery needs and dealing with the challenges of the future.

The PSSI Team believes that in a diverse fire services delivery system, such as that utilized in Town area, a key organizational philosophy should be that there is "strength through cooperation". PSSI planning processes encourage this philosophy.

We look forward to the opportunity to work with Town of Southwest Ranches officials, fire and EMS chiefs, officers and staff members on this important project.

Sincerely,

Leslie D. Adams
President

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A PROPOSAL TO PROVIDE A FIRE OPERATIONAL STUDY FOR THE TOWN OF SOUTHWEST RANCHES, FLORIDA

FIRM'S EXPERIENCE

Public Safety Solutions, Inc. (PSSi) is a public safety consulting firm incorporated in the State of Maryland. The firm was established in 1993. PSSi Fire Operational Study Team members have conducted comprehensive police, fire, rescue, emergency medical services and dispatch agency studies of more than 200 paid, combination volunteer/paid and all volunteer-staffed fire and rescue departments.

A key specialty of the firm relates to assisting cities, towns, boroughs and counties to plan and maintain a high level of cost effective fire, rescue and dispatch services and conduct feasibility studies and strategic plans for cooperative services delivery efforts. Such projects have been conducted by PSSi Analysis Team members in Florida, Rhode Island, Massachusetts, Connecticut, New Jersey, New York, Pennsylvania, South Carolina, North Carolina, Virginia and Maryland.

PSSi has also specialized in assisting municipalities and their fire/rescue agencies in identifying opportunities for improved operations and cost efficiencies through various approaches. They include cooperative/joint service delivery efforts with neighboring fire agencies through functional and full consolidation programs. A notable example of this type of assistance to municipalities resulted in the implementation of the York Area Regional Fire and Rescue in the City of York region of York County, Pennsylvania. A second example is the North Hudson Regional Fire-Rescue Department that, today is providing fire protection services to the municipalities of West New York, Weehawken, Union City, North Bergen, and Guttenberg, New Jersey; an area located across from New York City with a documented population exceeding 250,000.

SOUTHWEST RANCHES FIRE OPERATIONAL STUDY

A second key specialty of the firm relates to the provision of assistance to towns, cities and counties to assess and determine the appropriate optional approaches for the provision of public safety services, particularly, fire and EMS. PSSi has provided such services to more than twenty-five (25) municipalities in eight (8) states, including Florida, North Carolina, Virginia, Maryland, Pennsylvania and Arizona.

An additional credential that is very important for credibility in fire studies is our staff members have chaired International Association of Fire Chiefs (IAFC) and other international fire/EMS organization committees, including EMS, Hazmat and Personnel Management, served on the Commission on Fire Accreditation International (CFAI), and served as a fire department peer assessor with the CFAI.

The written recognition of the work performance indicates that municipalities have implemented more than 90 percent of the recommendations stemming from our evaluations and assessments of fire, rescue and EMS departments.

A number of the municipalities include:

1. Parkland, Florida;
2. Sunny Isles Beach, Florida;
3. Boynton Beach, Florida;
4. North Port, Florida;
5. Cranston, Rhode Island;
6. Queek Creek, Arizona;
7. North Providence, Rhode Island;
8. Springfield, Massachusetts;
9. Hartford, Connecticut;
10. Greenwich, Connecticut;
11. Stamford, Connecticut;
12. Springettsbury Township, Pennsylvania;
13. Spring Garden Township, Pennsylvania;
14. Upper Merion Township, Pennsylvania;

SOUTHWEST RANCHES FIRE OPERATIONAL STUDY

15. Lower Merion Township, Pennsylvania;
16. Plymouth Township, Pennsylvania
17. Norristown, Pennsylvania;
18. Cumberland County, Pennsylvania;
19. Chicago, Illinois;
20. St. Paul, Minnesota;
21. Cecil County, Maryland;
22. Queen Anne's County, Maryland;
23. Talbot County, Maryland;
24. Washington County, Maryland;
25. St. Mary's County, Maryland;
26. Vineland, New Jersey;
27. Clifton, New Jersey;
28. Cherry Hill, New Jersey;
29. North Bergen, New Jersey;
30. Maplewood, New Jersey;
31. Milburn, New Jersey;
32. South Orange, New Jersey;
33. Weehawken, New Jersey;
34. West New York, New Jersey;
35. Union City, New Jersey;
36. Isle of Wight County Virginia;
37. Henrico County, Virginia;
38. Port Arthur, Texas;
39. Chandler, Arizona; and,
40. Tacoma, Washington;

It should be noted that the range of public safety consulting services provided by PSSi includes law enforcement/police, emergency disaster management and 9-1-1 dispatch.

The following is a partial list of the fire and rescue agencies assessed.

FIRE AND RESCUE SERVICE ORGANIZATIONS STUDIED

Alert Fire Company (PA)	Hartford Fire Department (CT)	Port Chester Fire Department (NY)
Amogerone Fire Company (CT)	Hartwood Vol. Fire Department (VA)	Portsmouth Fire Department (VA)
Apalachin Fire District (NY)	Henrico Fire Division (VA)	Potomac Valley Vo. Fire Dept. (MD)
Aquia Harbour Rescue Squad (VA)	Hollywood Fire Department (MD)	Purchase Fire Department (NY)
Banksville Fire Company (CT)	Humane Fire Engine Company (PA)	Putman Engine & Hose Co. (NY)
Bay District FD (MD)	Isle of Wight Rescue Squad (VA)	Queen Anne's Co. Emg. Svc. (MD)
Belltown Fire Department (CT)	Johnston Fire Department (RI)	Reliance Engine & Hose Co. (NY)
Boonsboro Vol. Ambulance Co. (MD)	Kalamazoo Fire Department (MI)	Ridge Fire Department (MD)
Boonsboro Vol. Fire Department (MD)	Kent Island Fire Department (MD)	Rockhill Vol. Fire Department (VA)
Brooke Vol. Rescue Squad (VA)	King of Prussia Fire Company (PA)	Round Hill Fire Company (CT)
Brooke Vol. Fire Department (VA)	Lafayette Rescue Squad (PA)	Rushmere Vol. Fire Department (VA)
Brooksville Engine & Hose Co. (NY)	Lancaster Fire Department (TX)	Rye Brook Fire Department (NY)
Boynton Beach Police (FL)	Larchmont Fire Department (NY)	Rye City Fire Department (NY)
Buckroe Rescue Squad (VA)	Leitersburg Vol. Fire Department (MD)	Saint Paul Fire Department (MN)
Buckroe Fire Company (VA)	Leonardtown Fire Department (MD)	Seabrook Fire Department (TX)
Calvert County Fire EMS (MD)	Lincoln Park Fire Department (NJ)	Second District Fire Dept. (MD)
Carrollton Vol. Fire Department (VA)	Lincoln Park First Aid Squad (NJ)	Seventh District Fire Dept. (MD)
Carrsville Vol. Fire Department (VA)	Long Ridge Fire Department (CT)	Sharpsburg Vol. Ambulance Co. (MD)
Cecil Co. Dept. of Emergency Svc (MD)	Longmeadow Vol. Fire Dept. (MD)	Sharpsburg Vol. Fire Department (MD)
Chandler Fire Department (AZ)	Los Angeles City Fire Dept. (CA)	Smithfield Vol. Fire Department (VA)
Cherry Hill Fire Department (NJ)	Maplewood Fire Department (NJ)	Smithsburg Vol. Ambulance Co. (MD)
Chicago Fire Department (IL)	Maplewood Ambulance Squad (NJ)	Smithsburg Vol. Fire Department (MD)
Clearspring Vol. Ambulance Co. (MD)	Maugansville Vol. Fire Dept. (MD)	Sound Beach Fire Department (CT)
Clearspring Vol. Fire Department (MD)	Mechanicsville Fire Department (MD)	South Orange Fire Department (NJ)
Coffey County Fire District #1 (KS)	Mellor Engine & Hose Co. (NY)	Southwest Ambulance Service (AZ)
Community Rescue Co. (MD)	Millburn Ambulance Squad (NJ)	Spotsylvania Co. Dept. of Emg. Svc. (VA)
Cos Cob Fire Company (CT)	Millburn Fire Department (NJ)	Springdale Fire Company (CT)
Cranston Fire Department (RI)	Minquas Fire Company (PA)	Springettsbury Township Fire (PA)
Downingtown Fire Department (PA)	Minquas Ambulance Squad (PA)	Springfield Fire Department (MA)
East Port Chester Fire Department (CT)	Monroe Township Fire Districts (NJ)	Spring Garden Fire Department (PA)
East Whiteland Township Fire (Pa)	Montgomery Fire Engine Co. (PA)	St. Louis Park Fire Department (MN)
Fairmont Engine Company (PA)	Mountain View Rescue Squad (VA)	Stafford Vol. Fire Department (VA)
Fairplay Vol. Fire Department (MD)	Mt. Aetna Vol. Fire Department (MD)	Stafford County Rescue Squad (VA)
Falmouth Vol. Fire Department (VA)	Norristown Hose Company (PA)	Stafford Co. Dept of Fire & Res Svc (VA)
Fremont Fire Department (CA)	North Providence Fire Department (RI)	Stamford Fire Department (CT)
Funkstown Vol. Fire Department (MD)	North Tonawanda Fire Dept (NY)	Swedeburg Fire Company (PA)
Glenbrook Fire Department (CT)	North Bergen Fire Department (NJ)	Sunny Isles Beach Police (FL)
Grandview Fire Department (MO)	North Hudson Regional Fire (NJ)	Tacoma Fire Department (WA)
Greenwich Fire Department (CT)	North Port Fire Department (FL)	Turn of River Fire Department (CT)
Gutenberg Fire Department (NJ)	Northampton Fire Company (VA)	Union City Fire Department (NJ)
Halfway Vol. Fire Department (MD)	Parkland Public Safety Dept. (FL)	Wall Community First Aid Squad (NJ)
Hancock Vol. Ambulance Co. (MD)	Phoebus Fire Company (VA)	Wall Township First Aid Squad (NJ)
Hancock Vol. Fire Department (MD)	Plymouth Township Fire (PA)	Washington Park Hose Co. (NY)
Hancock Fire Engine Company (PA)	Princeton Junction Fire Company (NJ)	Weehawken Fire Department (NJ)
Harry Howard Hose & Ladder (NY)	Port Arthur Fire Department (TX)	

SOUTHWEST RANCHES FIRE OPERATIONAL STUDY

STUDY TEAM EXPERIENCE

PSSi staff consists of 12 fire consultants; two have served as fire chiefs of fire departments. PSSi also includes police, emergency disaster management and dispatch staff members. The proposed Fire Operational Study Team members for this important project includes the following.

Leslie D. Adams

Mr. Les Adams, Public Safety Solutions, Inc. (PSSi) President, would serve as the full-time project director. Mr. Adams, the former Deputy Fire Chief of the Montgomery County, Maryland Fire and Rescue Department, has 28 years of fire/EMS management experience. He has served as the operations deputy fire chief of a combined paid/volunteer staffed fire department that serves 850,000 residents. As a practitioner in the fire service, Mr. Adams has managed fire operations with 33 fire stations, 818 firefighters, 31 engines, 14 ladder trucks, 35 Basic Life Support units, 13 Advanced Life Support units and 120 paramedics. He has been responsible for all duties of fire services, including personnel management, planning and research, facilities, apparatus, training, dispatch, administration, and operations.

Mr. Adams has served as a paid firefighter/officer for 28 years and as a firefighter for more than 30 years. He has served as a fire/EMS consultant with Public Safety Solutions, Inc. for 18 years. Additionally, he is a certified peer fire department assessor with the Commission on Fire Accreditation International and **Mr Adams was qualified as an expert witness in the Rhode Island Superior Court regarding all facets of this Fire Operational Study.**

He has taught at the National Fire Academy on modern techniques in fire services operations and has been on the faculty of Montgomery Community College teaching Fire Science Administration.

Mr. Adams has served as the Chairman of the International Association of Fire Chiefs (IAFC) **Personnel Management Committee.**

SOUTHWEST RANCHES FIRE OPERATIONAL STUDY

He holds a B.S. in Business Administration from the Columbia Union College, and a Masters degree in General Administration.

John M. Best

Mr. John Best is the former fire chief of an Orlando, Florida, fire, rescue and EMS department serving a diverse area, including Walt Disney World. As fire chief, he was responsible for the administration, management and fiscal control of a progressive fire services delivery agency with a \$17 million budget and 165 employees. Additionally, he previously served as the deputy chief of administration, fire marshal and arson investigations chief of a 600 square mile urban/suburban/rural county adjacent to Washington, D.C.

Throughout his fire and EMS career he served as firefighter/paramedic, unit officer, station commander, captain, battalion chief and deputy fire chief. During his tenure as deputy chief Mr. Best was responsible for training, communications and dispatch, fire prevention and arson investigations, budget management, personnel and procurement. As a volunteer in a combination paid/volunteer system he was an active operational member and officer in one of the busiest volunteer fire departments in Maryland.

As a consultant, Mr. Best provided public safety services to local governments involving fire, rescue and EMS management, organization, code application and enforcement. He also is a recognized strategic planning expert having completed more than 40 public safety agency analysis and strategic plans nation-wide.

He has lectured as an adjunct faculty member of John J. College in New York City extensively in fire services curricula including emergency management planning and response, risk analysis and management, fire prevention and education, administration and contemporary fire protection issues.

Robert K. McNally

Mr. McNally will primarily provide the operational data & geographic information system (GIS) analysis for the project. He will also be available full-time and would be integral in

SOUTHWEST RANCHES FIRE OPERATIONAL STUDY

the planning of future deployment strategies. Mr. McNally has consulted to over 110 municipalities of all sizes across the United States and Canada.

Mr. McNally has a Masters Degree from the University of North Carolina-Charlotte in Urban/Regional Planning. The emphasis of his academic research has been on the application of geographic information systems (GIS) in public safety and homeland security sectors. As an award-winning researcher, Mr. McNally has been a speaker at several academic conferences and industry seminars. In addition, he has been published in several academic journals and reports based upon his collegiate work that helped earn him the prestigious Graduate Research Award from the North Carolina Association of GIS. Earlier, he graduated magna cum laude from Kean University with a BA in Public Administration.

Robert has been involved in emergency services for over 20 years. Beginning in the volunteer ranks as a firefighter, his experience includes 14 years of urban emergency medical services (EMS) as a paramedic in Metropolitan Newark, New Jersey. He also served as an EMS manager in suburban New Jersey and as an EMS training officer in Charlotte, North Carolina. Mr. McNally has been the recipient of several professional awards in excellence for his EMS professional work.

It should be noted that all three proposed Study Team members have extensive experience serving in volunteer fire and emergency medical departments.

TOWN NEEDS AND SCOPE OF STUDY

Public Safety Solutions, Inc., understands that the Town of Southwest Ranches is seeking the services of a qualified consultant to conduct an analysis of the financial and operational aspects of the existing fire services contract and make appropriate recommendations. This consultant will consider lower cost and more efficient alternatives. We further understand that the purpose of the exercise is to develop realistic alternative methods of providing quality Fire/EMS services within a fiscally efficient and cost contained system. The models we will examine include maintaining the current method of service delivery, contracting with another agency, establishing an independent self-contained fire services system and/or some combination of these options.

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It is understood by PSSi that the Town of Southwest Ranches has been receiving professional Fire and EMS services from multiple providers since incorporation in 2000. The Town also has a rich history of being served by a Volunteer Fire Department (VFD), with the VFD originally starting as a brush fire quick response team, that also handled large animal rescue, indicative of the Town's rural nature.

We understand that the Town currently finds itself at a crossroads, and must make decisions now that will provide for the health, safety and welfare of residents in the future, while also being fiscally prudent.

PSSi will review multiple scenarios and make appropriate recommendations. In that regard PSSi will, at a minimum, consider and assess the following fire and EMS services delivery model options:

- A. Establishing a stand alone Fire Department, eliminating outside contractor reliance. This evaluation will include a summary of the infrastructure and equipment needs, staffing requirements, administration and training needs in a proposed timeline consistent with current contractual status and all projected costs. All models of possible services delivery shall be analyzed, including but not limited to consideration of a split model-volunteers for fire response and professionals for EMS services, similar to Plantation, Florida.
- B. Maintaining contractual fire and EMS services. This evaluation will include a summary of the benefits and deficits of maintaining contractual services. This evaluation will also consider whether the Town's Volunteer Fire Department is necessary, and will evaluate the costs of such services when compared to the potential need for additional contractual services, if necessary.
- C. Maintaining existing outside contractual services in conjunction with the VFD services. We will develop models to accurately define volunteer services and recommend the most cost effective method to ensure public safety as provided by outside contractual providers in tandem with the VFD. Multiple models may be proposed, as appropriate, for consideration. Projected costs will

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include the cost of bringing facilities and equipment up to standard, proposed staffing, training and administrative needs.

- D. PSSi will identify other viable models, as appropriate, not included above and will also be presented and broken down into component details and related costs.

Overall Analysis Objectives

This Study by Public Safety Solutions, Inc. will meet the overall objective of making recommendations to maintain or exceed the current level of fire and EMS services while identifying and quantifying potential cost saving measures for the Town. This should include but not be limited to the following:

1. Increased efficiency;
2. Improved effectiveness;
3. Seamless delivery of services;
4. Enhanced or expanded services;
5. Reduced costs, improved allocation and utilization of staffing;
6. Cost avoidance;
7. Improved and more effective training; and,
8. Impact on future state and federal grant funding.

To achieve these benefits, PSSi will provide the expertise in the delivery and administration of fire and EMS services to assist the Town.

Model-Related Areas of Fire Operational Study

The models to be assessed and considered by the PSSi Team as part of this Fire Operational Study will consider and focus on the following fire and EMS areas, at a minimum:

1. Staffing;
2. Apparatus and equipment;
3. Facilities;

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4. Training;
5. Personnel management;
6. Risk analysis;
7. Fiscal analysis;
8. Standard operating procedures;
9. Areas of duplication;
10. Organization;
11. Mutual aid with surrounding fire agencies;
12. Suppression/EMS delivery systems;
13. Capital improvement plans;
14. Policy level organization structure options;
15. Possible funding options;
16. Fire prevention programs, including inspections and public education;
17. Communications and dispatch; and,
18. Implementation planning.

Quality of Services Delivery Models


It should be noted that in conducting similar Fire Operational Study for other municipalities in Florida and other states the PSSi Team has recommended defined alternative services delivery models. Further, PSSi has recommended "Seamless Public Safety Services" models for consideration.

In an effort to customize the services delivery models that are part of this proposed Town Fire Operational Study the PSSi Team will develop and define alternative services delivery models focused on "Seamless" approach/s.

Additionally, in order to assure the accuracy of the cost projections for the various models being considered and the potential services provider partners the PSSi Team typically works with potential partners to obtain proposals for consideration by the municipality to be provided fire and EMS. **This proposal would include that approach, if desired by the Town, to determining potential services deliver partners, the definition of the quality of service model and related proposed services delivery cost by each potential partner (City, Town and County, etc.).**

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As a point of information, the following graphics illustrate the fire service delivery models we developed as part of the Parkland, Broward County, Florida analysis.



Fire Protection Services Model

- A. Staffed with a minimum of six (6) certified uniformed fire/EMS officers and 30 firefighter/EMT paramedics, 1 Chief, 1 Admin
- B. Two fire suppression units for immediate response, a 75' aerial quint ladder truck and a tanker/pumper unit
- C. Quint ladder truck at Fire Station #97
- D. Tanker/pumper at Fire Station #42
- E. Fire apparatus staffed w/ 3 three paid firefighters & supplemented with volunteer paid on-call staff
- F. A tanker/pumper staffed by paid on-call volunteers and/or qualified staff from other city departments
- G. Meets state and national standards, including NFPA 1710
- H. Responds/participates in Automatic Mutual Aid

METHODOLOGY - EIGHT-STEP APPROACH

We will complete this Fire Operational Study in eight (8) distinct but interrelated phases: data collection; interviews with key individuals; on-site observations; analysis of data; comparative analyses; alternatives and recommendations; submission of a well-documented written Fire Operational Study; and oral briefing

The following eight-step approach will be utilized:

Phase I: Data Collection

In this phase, we will collect relevant data relating to the Town's fire and rescue service, demographic, management, historical data, apparatus, staffing, fire risks, previous plans, operations, geography, dispatch procedures, and fire station locations and condition.

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This data will include:

- Historical data
- Demographics
- Population density
- Geographic limitations, including limited access highways and traffic
- Availability of the public water system
- Relevant planning documents
- Fire/EMS incident response loads
- Apparatus
- Staffing
- Fire risks
- EMS risks
- Hazardous materials risks
- Previous plans
- Geography
- Fire and EMS response time data
- Fire station locations and conditions
- Facility needs of firefighting staff

Phase II: Interviews

During this phase, we will interview key officials and personnel in the Town of Southwest Ranches, including the officials, fire chiefs and fire officers, as appropriate.

The Fire Operational Study Team considers this phase of the planning to be critical and an important component to the ultimate success of the Fire Operational Study. This phase insures that there is complete input from interested individuals and helps with the necessary "buy-in process" important to the Fire Operational Study and subsequent work program efforts.

For these reasons, the Fire Operational Study Team will make every effort to meet with all interested individuals, including stakeholders, civic leaders and members of the public, as appropriate.

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Phase III: On-Site Observations and Fact Finding

In this phase, we will conduct on-site observations. Our experience has shown that fire and EMS services personnel relate to someone who has experienced actual fire suppression and fire prevention work and the associated issues facing them. The results, of course, should be an open and candid exchange of the issues.

Phase IV: Analysis of Data

In the fourth phase of our Fire Operational Study, we will analyze the data from interviews, data collection, on-site observations and fact finding. The Fire Operational Study will contain important graphs on trends in the various relevant areas.

Phase V: Comparative Analysis

In this phase, we will compare our findings and observations of practices and programs within the fire service with recognized standards, practices and state-of-the-art programs in the fire service, recognizing, of course, that each municipality has its own unique characteristics.

Phase VI: Alternatives and Recommendations

In the sixth phase, we will explore the benefits of alternative approaches. We will consider the cost benefits of the recommendations.

The range of alternatives to be recommended would, of course, depend largely on the findings in Phases I through V. Our recommendations will be specifically tailored to the Town and its fire/EMS services provider.

Phase VII: Comprehensive Written Report

During this phase, we will provide the Town with an appropriate number of copies of our comprehensive report.

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Phase VIII: Oral Briefing

In this phase, the Fire Operational Study Team will provide an in-depth briefing to Town officials regarding our findings and recommendations. Our staff has considerable experience in briefings of this nature.

This eight-step project approach would serve as the quality control plan in conducting this Fire Operational Study for the Town of Southwest Ranches.

ANALYSIS FRAMEWORK

This section introduces some of the key guides and criteria to be used by the proposed PSSi Fire Operational Study Team in the conduct of the Fire Operational Study in the development of the conclusions and recommendations contained in the final report.

Fire Department Accreditation

The framework for this analysis will incorporate the model developed by the Accreditation Committee of the International Association of Fire Chiefs (IAFC); now the Commission on Fire Accreditation International.

The Commission on Accreditation of Law Enforcement Agencies (CALEA) has previously developed a police department accreditation process for use by police departments. The Commission on Fire Accreditation International developed a similar analysis model for fire department use on a voluntary basis. Inclusion of this model as a framework for this analysis will assure that the "latest thinking" is being considered in your planning effort.

The analysis categories included in this CFAI accreditation model are as follows:

1. Governance and Administration,
2. Assessment and Planning,
3. Goals and Objectives,
4. Financial Resources,
5. Programs,
6. Physical Resources,
7. Human Resource,

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8. Training and Competency,
9. Essential Resources
10. External Systems Relations.

Within each of these categories, there are specific criteria and considerations weighed by the Fire Operational Study Team in conducting this Assessment. The CFAI's manual, entitled "Creating and Evaluating Standards of Response Coverage for Fire Departments", provides guidance and direction on the conduct of firehouse, apparatus, staffing and related risk assessment studies. The proposed Fire Operational Study Team will utilize the latest CFAI guide in the performance of this planning project.

Standards and Accepted Practices

The Analysis Team will utilize published fire protection standards and information on accepted principles and practices for the operations and management of fire services as background and guidelines for the conduct of this Assessment. Some of the key organizations with standards and publications that will be utilized as part of this Analysis are the following:

- National Fire Protection Association (NFPA)
- ISO Commercial Risk Services, Inc. (ISO)
- International Association of Fire Chiefs (IAFC)

The National Fire Protection Association follows a nationally recognized process for the establishment of many standards that are applicable to fire protection operations and administration. In many jurisdictions, some of the NFPA standards have been adopted and fully implemented while in others NFPA standards are utilized as general guidelines for pursuing further improvement in safety and services. The following list includes some of the key NFPA standards that will be utilized by the Fire Operational Study Team to conduct this Assessment.

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<u>Name of Standard</u>	<u>NFPA Number</u>
Standard for Fire Fighter Professional Qualifications	1001
Standard for Fire Apparatus Driver/Operator	1002
Standard for Fire Officer Professional Qualifications	1021
Developing Fire Protection Services for the Public	1201
Fire Department Occupational Safety and Health Program	1500
Standard for the Organization and Deployment of Fire Operations	1710

These and other written standards and nationally recognized documents, such as the NFPA Fire Protection Handbook, will also be utilized by the Fire Operational Study Team as reference materials.

SCHEDULE FOR THE WORK

We will initiate work on the Fire Operational Study within 15 days of a signed agreement between the Town and Public Safety Solutions, Inc.

We will work with project officials to develop an agreed time schedule for the conduct and completion of the work within 90 days of contractual award and initiation of work.

DELIVERABLES

We will provide a minimum of the following deliverables as part of this project:

A. Comprehensive Written Study Report

We will provide ten (10) copies of the final Fire Operational Study Report. Our Report will contain a Timeline with suggested priorities, milestones, anticipated obstacles and anticipated outcomes. We will categorize the recommendations into short term and long term goals, along with any additional recommendations that may not have been contained within the RFP but would be a benefit to the Town of Southwest Ranches.

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B. Oral PPT-Based Report Presentation

We will provide an oral Microsoft PowerPoint-based presentation overview of the final Fire Operational Study Report scheduled by mutual agreement.

The final Study Report will include detailed financial budget projections over a five (5) year period.

PRICE

We will conduct this work for the Town of Southwest Ranches for an all inclusive fixed cost of \$28,850. The proposed budget is based on the number and complexity of the tasks and level of detail that we believe is required to respond adequately to the issues in the scope of services.

Methods of Payment

For analysis studies that require up to 120 days, the corporation's payment policy is:

- A. One-third at the initiation of work on the Fire Operational Study;
- B. One-third at sixty days of work initiation; and,
- C. One-third upon submission of a Final Written Report.

Public Safety Solutions, Inc. warrants that the required insurance coverages required by the Town of Southwest Ranches will be provided.

PHILOSOPHY IN THE CONDUCT OF FIRE DEPARTMENT STUDIES

Public Safety Solutions, Inc.

The staff of Public Safety Solutions, Inc. believe that fire department analysis and reviews should include an open and honest assessment of fire department management, costs, organization, practices, policies, administration, operations, standards, stakeholder input, internal controls, workload, efficiency, performance measurements, records management, emergency dispatch, and human resources management. We have no preconceived idea about practices or programs in any fire department that is to be audited or evaluated. Further, we do not believe that one fire service model or organization fits all communities. Each fire department review and analysis should relate to the specific mission of that fire department, the unique requirements of that department, and the level of stakeholder involvement. A fire department review and analysis should be conducted with minimum impact on members managing or providing the service. Interviews and observations should occur, to the extent possible, at a time that is convenient for members of the fire department without increasing overtime costs.

From the community perspective, we believe that stakeholders (also referred to as customers) should have a role in the delivery of fire department services. A key task in conducting fire department studies is to establish a process for gaining stakeholder input in terms of their likes and concerns about their fire department, their perceived opportunities for improvement in the fire department, and what specific areas or initiatives that they believe need assessments. We focus on the level of involvement by residents and resident groups in policy setting within the fire department and their level of participation with fire department personnel, especially in prevention and education.

We interview civic leaders, business leaders, school officials, minority groups, religious groups, service organizations, volunteer groups, the supporters of the fire department, and those who have had negative experiences with the fire department. The objective is to gain as much input from those who pay for and receive the services.

We believe that representatives from all functions and units should have an opportunity to be interviewed in confidence. We typically begin with interviews with the fire chief and then interview the executive staff, captains, lieutenants, labor officials, firefighters, specialty unit members, and civilian members from each organizational unit.

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We ask members about the mission of the department, their specific tasks, their work shifts, their perceptions of strengths in the department, the most important issues/needs within the department, written policies and procedures, and any additional ideas of how to provide qualitative fire department services with safety as a major consideration.

In evaluating fire departments, there are a variety of standards and requirements that must be considered. Many of these standards relate to the health and safety of fire service providers. For example, we compare and contrast an agency's operations and administration with standards developed and promulgated by the Commission on Fire Accreditation International, which was a joint initiative between the International Association of Fire Chiefs (IAFC) and the International City Management Association (CMA).

A fire department's compliance with Occupational Safety and Health Administration (OSHA) standards is a very important review and analysis area in any fire department review and analysis. The National Fire Protection Association (NFPA) has promulgated many standards, such as the Fire Department Occupational Safety and Health Program," (known as NFPA 1500). This standard, although originally a voluntary consensus standard, has become mandatory due to OSHA regulations. NFPA standards (1500, 1501, 1581, and 1582) that relate to firefighter safety and infection control contain recommendations similar to the OSHA requirements.

A fire department review and analysis must include the state laws and mandated standards that relate to fire fighter safety, health, and training.

Within the human resources management area, the recruitment, selection, training, supervision, evaluation, labor/management relations, grievance procedures, sick leave practices, discipline, and compensation practices often drive the fire department. Morale is often negatively impacted because of poor HRM practices. We believe the entire process should be evaluated, particularly employees' perceptions of two key characteristics: validity and fairness.

In the conduct of fire department studies, we strive to achieve a 'buy-in' from the service providers. In fact, a key to the success of any fire department review and analysis can be

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attributed to the perceptions by members that the review and analysis was unbiased, objective, and conducted by persons with fire services experience. In that regard, credibility with the service providers (fire department personnel at all ranks) is a key factor. Rather than just interview firefighters and review written materials, we believe a fire department review and analysis should include observations of firefighters and supervisors engaged in their work. We observe fire services delivered from fire stations on all shifts and on weekends. The reasons for these observations at the fire stations and on the scene of major incidents are to not only observe practices but to indicate our sincere interest in understanding the unique demands on firefighters and supervisors in a specific community. This setting also provides an opportunity for consultants and fire department personnel to meet and discuss strengths of a fire department and opportunities for improvement with minimum impact on the service providers.

Since the two lead fire consultants with PSSi have held positions within the fire field, including the rank of fire chief, their backgrounds can assist in establishing credibility with members of a fire department.

A key component of a fire department review and analysis is an assessment of the costs of fire services. Throughout the United States, the increased costs of public safety services have generated increased demands on taxpayers. Overtime, for example, has become a major expenditure in public safety. Fire department studies should include an assessment of the costs for each bureau/unit/function, how overtime is managed within these units, supervision, deployment models, days off, shift schedules, apparatus, apparatus maintenance, equipment, and technology.

Fire department studies need to include a detailed assessment of the number and locations of fire stations (houses). We utilize a computer based model for assessing current fire station locations and suggestions for the future. Our prior fire department studies have included combining fire stations, closing fire stations, relocating fire stations, and construction of new stations. The number of fire stations has a direct relationship to the number of pieces of fire apparatus and staffing of those pieces of apparatus.

A fire and EMS review and analysis should include the strengths of the services providers as well as the opportunities for improvement. For example, we believe that model programs

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within a fire department should be identified and given appropriate recognition in a review and analysis report. Public safety studies do not have to be negative.

A fire services review and analysis report should contain sufficient information to assist the reader in understanding the basis for specific observations and suggestions for the future. The report should be a document that is used by Town and fire/EMS officials. If the report is not used, it can end up as a 'dust collector' and waste tax dollars.

The goal in all fire and EMS studies prepared by Public Safety Solutions, Inc. is to provide the Town, the service providers, and the customers with an honest and objective Blueprint for the Future Delivery of Fire and EMS Services, a blueprint that builds on the strengths of the department, offers alternatives as appropriate, identifies the obstacles(if any), delineates costs and benefits of any change, and provides a beacon for the future. This Blueprint encompasses the ideals and expertise of a Analysis Team with more than 50 years of combined fire experience, and will help establish a clear path for decision makers and service providers to ensure the highest level of fire quality service for years to come.

ANALYSIS OF FIRE AND EMS OPTIONS PARKLAND, BROWARD COUNTY, FLORIDA

The following is are the verbatim police, fire, EMS and dispatch-related Executive Summary sections for the City of Parkland Analysis of Fire and EMS options conducted by Mr. Les Adams. This is being provided to the Town of Southwest Ranches as part of the proposal by Public Safety Solutions, Inc. (PSSi) to conduct the Fire and EMS Study. It is an example of the type of analysis previously conducted by the PSSi Study Team and proposed by PSSi for the Town of Southwest Ranches.

The reader should understand that the findings and recommendations contained in this Parkland Executive Summary were developed following exhaustive consideration and analysis which led to the "custom" findings, conclusions, options and recommendations for the City of Parkland. Likewise, if selected for the Town of Southwest Ranches Study, the same type and amount of comprehensive analysis would be conducted to develop the "custom" approach to be presented by PSSi to the Town of Southwest Ranches.

EXECUTIVE SUMMARY

The Setting

The City of Parkland, a municipal corporation, was incorporated in 1963 with approximately 500 residents. The 2002 and 2003 population varies by source; however, the City of Parkland notes that the 2003 population is 21,000. Located in northwest Broward County, Parkland encompasses approximately 11 square miles.

According to city officials, the anticipated population of Parkland is anticipated to reach 32,000 in 10 years. The increased population is likely to place new and different challenges for the city, especially in the provision of fire protection and emergency medical services.

A number of officials noted that approximately 80 percent of Parkland residents live within 'gated' communities. This controlled access is important in considering public safety models. For example, in the experiences of the Study Team, residents in gated communities and communities with limited road access typically have fewer crime and safety problems.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

City Governance

The governing and lawmaking body of the City of Parkland is the City Commission, which consists of four members and a Mayor. The Mayor and each of the City Commissioners are elected for a four-year term.

The City Manager is responsible for the day-to-day administration of city government. The City Manager and City Clerk report to the City Commission.

The Director of the Public Safety Department currently reports to the City Manager. Initially, the director position reported to the City Commission; however, the Commission transferred that responsibility in the late 1990s to the City Manager. The position of director is also referred to as chief.

Delivery of Public Safety Services in Parkland

The City of Parkland has been providing uniformed police and fire services through members who are trained in both law enforcement and fire protection. For fire protection, public safety officers in patrol cars respond to a fire call, don fire clothing from the trunk of their patrol cars, take action where a fire extinguisher can suppress the fire, or wait until a fire engine arrives to take appropriate countermeasures for fires in buildings or brush fires.

In order to become a public safety officer in Parkland, an applicant without certification in police or fire must attend a police academy and then a fire academy. With field training, it could take approximately one year for a new applicant to be certified in both law enforcement and fire services. These requirements are especially important in understanding the current public safety delivery system, assessing the costs to the city, and exploring alternatives for the future.

The delivery of emergency medical services (EMS) is handled by the City of Coral Springs Fire Department through a contract. By employing a standard model of basic life support (BLS) response, Coral Springs Fire Department personnel respond on a fire engine with trained BLS personnel. As needed, an advanced life support (ALS) ambulance is called to

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

handle serious medical problems or transport the patient. This response model is a standard practice in paid fire/EMS departments. Parkland public safety personnel do not generally provide BLS or ALS emergency medical services.

The 911 emergency dispatch services are provided by the Coral Springs Police Department dispatch center through a contract between the City of Coral Springs and the City of Parkland.

Crimes such as murder and abduction are handled by the Broward County Sheriff's Office. Other crimes, especially robbery, larceny, assault, auto theft, and vandalism are handled by Parkland Public Safety uniformed officers and two detectives.

This system requires the direct involvement of six separate entities serving Parkland residents:

1. Coral Springs Police Department for dispatch of Parkland officers;
2. Coral Springs Fire Department for emergency medical services;
3. Broward County Sheriff's Office for heinous offenses;
4. City staff, paid on-call volunteers, and police officers from the Parkland Public Safety Department for fire protection;
5. Parkland Public Safety Department police officers for traffic and most crimes.
6. Parkland Public Safety Park Rangers for parks and some patrols.

This public safety services delivery model is not a seamless system. The command and control is clearly an issue, based on comments from service providers.

The Department of Public Safety is open for the public Monday through Friday from 7:00 a.m. to 7:00 p.m. For residents, it is important to understand that the police building is closed to the public after 7:00 p.m. and on weekends. An electronic button at the entrance to the Parkland Department of Public Safety allows a caller to alert the Coral Springs Police Department dispatch, which would then contact an on-duty Parkland public safety employee. If a resident flees to the building at night or on weekends for safety purposes, there may not be anyone present.

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Public Safety Department Organizational Structure

The organizational structure within the Parkland Public Safety Department is most unusual in law enforcement and fire administration. The Parkland Public Safety Department structure seems dysfunctional. Personnel stated that they are not sure who they report to in the agency. As outlined in this report, **probationary officers have served as the 'Officer in Charge' in the absence of a supervisor or designated OIC.** The Study Team has not seen this practice in law enforcement.

Public Safety Budgets

In 1998-1999, the total personnel and operating budget for police services was \$1,472,884; in 2002-2003, the personnel and operating budget was \$2,592,633—a 76 percent increase. Since the public safety department provides both law enforcement and fire services, part of the fire budget has included indirect costs for law enforcement services. This practice is followed by many progressive municipalities in assigning costs to various departments. For example, fleet costs cross municipal department lines in acquisition and maintenance. Excluding grants, the total for police services for 2002/2003 is approximately \$3,317,536 (includes \$475,323 personnel/ operating and \$1,500 for capital outlay from the fire budget).

The percentage of the City of Parkland General Fund for public safety has increased substantially over the past five years. In 1998/1999, the public safety budget was 19.37 percent of the Total General Fund. In 2002/2003, the percentage has increased to 36.99 percent of the Total General Fund.

Public Safety Staffing

In July 2003, the Department of Public Safety was staffed with 32 full-time certified police officers, 20 of whom are certified at the basic firefighter level. In addition, there are two-part-time police officers; 25 certified part-time, paid on-call firefighters; four support personnel; and, 20 part-time crossing guards.

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After data collection for this study began in July 2003, the director/chief of the Parkland Public Safety Department submitted via a memorandum to the city manager a request for 10 additional sworn police members. The request was based on the department's research of police employees per 1,000 residents in 12 other cities in the region. One city had a population of 140,000.

Since the justification for 10 more officers (not employees, which includes civilian personnel) was based on the number of employees in other cities, the Study Team reviewed and analyzed crime in those cities. One of the 12 cities, Sea Ranch, was excluded, since the reported population was 643 total residents. The findings:

- A. In 2002, there were fewer serious crimes (Index Crimes) per sworn member in the City of Parkland than any of the 11 cities with a population of more than 1,000 used by the department in its analysis.
- B. In 2002, Parkland had a lower crime rate (serious crimes per 1,000 residents) than any of the 11 other cities.

The Study Team has never seen a request by a public safety manager for more officers based on ratios of employees in other cities. In the judgment of the Study Team, such justification is without merit and should never be used to determine police employee staffing in a city. In fact, the Florida Department of Law Enforcement's Web site contains a caveat about the use of ratios in police staffing.

"Several factors should be considered when comparing agencies according to population. Variables that may impact the practical application of these ratios are: population density, crime rate, service calls per officer, size of jurisdiction, seasonal residents, and tourists."

Perceptions of Public Safety in Parkland - Customer Input

The Study Team had the opportunity to interview people who live in Parkland; these persons who gave their personal time are stakeholders. These stakeholders included persons specifically requested by the Study Team: chairpersons or presidents of civic/community

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

committees, school officials, city board members, and personnel who have raised issues regarding safety in the City of Parkland.

During the course of the interviews, the Study Team outlined to each person the background regarding the purpose of the public safety assessment and the importance of gaining citizen input on public safety services and concerns. Each person was told that their comments would not be specifically identified.

It was quite apparent to the Study Team that the participants appreciated the opportunity to provide input on the study process. The following are a representative number of comments and salient points expressed by the customers interviewed.

1. I lived here 10 years and did not know that the Public Safety Department was closed at night and weekends until I needed them.
2. We can't see officers in cars because of the dark tinted windows; someone said why didn't you wave to me; I said, I couldn't see you.
3. I did not know that Coral Springs handled the 911 dispatch calls.
4. Police seem to be friendly.
5. Sometimes, the response time is very slow.
6. When I observed responses to a fire call, a police car showed up fairly soon; but it was some time before a fire truck (engine) arrived.
7. It took 20 minutes for the department to respond to an alarm at my house.
8. Police like to park in bushes to work radar.
9. We have pedestrian safety issues.
10. I'm not sure what crime and safety problems we have.
11. I feel very safe in this community.
12. The primary problems in this city are: more kids on bikes, more kids on skateboards, and traffic risks.
13. I like the SRO program in our schools.
14. We need strong leadership.
15. EMS needs to be a priority.
16. Why not consider the Broward Sheriff's Department to serve us.
17. We don't have good fire protection.
18. I didn't know that there were changes in fire training requirements.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

19. There is not much crime in the city, just silly things like speeding.
20. I did not know our police and fire services were provided by the same Parkland employees.

Perceptions in Parkland - Public Safety Employee Input

The Study Team interviewed sworn and civilian members of the department relative to their perceptions of public safety practices and programs. While it is not unusual to receive negative comments in such studies, the comments from some members of the department point to a critical need for significant changes in the way the public safety services are provided in Parkland, and the way the department conducts business. The Study Team refers to comments as 'opportunities for improvement' in and 'strengths' of the department.

Opportunities for Improvement

In addition to a defined pension plan and a personally-assigned vehicle plan, members noted the following:

1. The policy manual needs updating and now.
2. We have no records manual.
3. This department needs supervision.
4. I'm not sure who I work for in this department.
5. We need our own dispatch.
6. We need a structure (building); there is a contract to build a new building.
7. No police supervisor has firefighter II certification; yet, they supervise fire scenes.
8. Sometimes contract people responding to a fire don't have the capability to open gates (in gated communities).
9. The attrition here is unbelievable; very costly to city.
10. We need to reduce turnover.
11. Some people here would not have been hired by another agency.
12. This agency has a problem defining itself.
13. We see Law Enforcement Explorers' photos everywhere in this department; but we don't see photos of police officers doing their job.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

14. We need a better commendation/awards program.
15. We don't need a fire station near City Hall, wrong place.
16. We need separate police and fire departments.
17. We've lost 1/3rd of our people every year.
18. Probationary officers with less than one year and no supervisory experience have served as OICs (officers in charge); a very bad practice.
19. We don't have a crime scene unit; BSO worked last murder we had.
20. We need civilians for crime scene technicians and accident investigations.
21. There is no breathalyzer here; we have to go either to Fort Lauderdale or a regional location; we don't go to Coral Springs since we don't get along: It's sad, truly sad.
22. Senior people here want a city pension plan; and they don't want to wait six years for a state or BSO plan; that's driving their motivation.
23. We have a majority of young people who want to go to BSO.
24. We've had problems internally with working with Coral Springs. Some of our people said, "S.... them." It was bad.
25. We need staffed fire apparatus that can respond to fire calls with trained and dedicated firefighters and officers.
26. We need to take care of our senior personnel.

Strengths of the Department

A representative number of comments by employees that represent 'positives' or 'strengths' of the department include:

- A. It's a small department.
- B. I can get shifts I want.
- C. We get time off when we want it.
- D. I like the community.
- E. The people in the community are very good.
- F. Dispatch (Coral Springs) is very good.
- G. There is potential here for various jobs, such as both police and fire.
- H. I'd like to see Parkland keep fire.

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- I. A lot of police departments in the area won't hire applicants without experience or B.S. degree, but Parkland will hire these applicants.
- J. I applied to several police departments, but Parkland hired me right away.
- K. I like being an SRO;
- L. We can get certified here and be more marketable.

Fire Protection Services

Fire protection services are provided to Parkland by the Fire Operations Division of the Department of Public Safety. The 45 personnel providing firefighting services include public safety officers, who also provide police services, and part-time paid on call firefighters—21 firefighters and four lieutenants.

Parkland fire apparatus are housed at two fire stations/sheds. A third fire station is under consideration for future implementation in the western part of the city. Regardless of the future provider of fire protection services, the City of Parkland will have to improve fire facilities.

Currently, when a fire call is dispatched, the on-duty police respond to the scene in their patrol vehicles, don protective clothing and, on occasions, wait for the fire apparatus to be brought to the scene in order to initiate suppression service. In the judgment of the Study Team, Parkland has grown too large and has too many public safety needs to utilize this model for fire protection services. Moreover, the delivery of fire protection and suppression services goes hand in hand with the delivery of emergency medical services.

The current fire protection system also results in barriers and other obstacles to implementing important suppression tasks that typically require a concerted team effort.

The Parkland Public Safety Department lacks fully qualified and experienced command officers to perform the important function of incident command on fire emergencies. Further, there are times when fire incidents take place and there is no fire officer responding due to scheduling issues. Typically, fire operations are commanded by experienced and tenured chief officers at the rank of battalion chief or higher.

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Currently, new Parkland Public Safety Department personnel are trained to the Firefighter II level by the Coral Springs Fire Department training staff. The in-service training program provided by Parkland's fire operations division is organized by two part-time fire lieutenants and consists of six drills per month on different fire topics. Parkland fire personnel must attend at least one in-service fire drill per month.

The Parkland Public Safety Procedures Manual includes a limited number of fire-related procedures and a number of the procedures in place are of limited scope. If the city chooses to implement a Parkland Fire Department option, extensive efforts need to be initiated to develop and implement a comprehensive policies and procedures manual that address essential organizational, operations, safety, and training topics.

The future fire protection services will require analysis of response times and automatic mutual aid. Currently, the response time data seem skewed due to the practice of showing response times to fires that relate to a police officer arriving in a car, rather than a fire engine.

The following recommendations are suggested to improve fire protection in Parkland, regardless of the fire service delivery model selected by the city.

1. Adopt a deployment strategy for fire service delivery that includes the immediate response of an engine and aerial truck staffed with fully qualified and trained paid staff;
2. Staff Parkland fire units (engine and aerial truck) with a minimum of three full-time paid firefighters and officers;
3. Continue the paid on-call approach to providing supplemental firefighter staffing of the Parkland fire service;
4. Monitor and assess fire incident and response time data to determine opportunities for improvement in the deployment strategy;
5. Implement automatic mutual aid agreements and deployment strategies with other appropriate municipal/county fire agencies and pursue a "closest unit dispatched" approach to fire service delivery;
6. Consider a change in the color of Parkland fire apparatus to enhance visibility for safety purposes;

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7. Adopt a more traditional/typical fire apparatus staffing and deployment strategy on fire incidents;
8. Implement and fully utilize a comprehensive incident command system;
9. Provide fire command staffing on fire incidents at the battalion chief or above chief officer level;
10. Develop and implement a comprehensive fire service-related policy and procedures manual;
11. Initiate action to appropriately upgrade the Parkland fire facilities, including upgrading/replacing Fire Station 42 on Parkside Drive, completing the new public safety center with fire facilities on N. University, and implementing a fire station facility in the vicinity of Trails End and Nob Hill or Pine Island roads.

Emergency Medical Services (EMS)

EMS service delivery in Parkland has been provided under contract with the City of Coral Springs Fire Department (CSFD) since 1996. The CSFD operates four ALS rescue units and provides EMS patient care services to Parkland with these units. The Parkland/Coral Springs contract calls for monitoring and assessment of rescue unit response times on EMS calls. Although not provided in the contract, the CSFD has recently been basing a rescue unit on Parkside Drive in Parkland to reduce response times, apparently based on the assessment of response times on EMS calls in Parkland.

The provision of Emergency Medical Dispatch services and availability of automatic external defibrillators for use on EMS patients by public safety service providers are two state-of-the-art EMS-related service enhancements that should continue to be provided as part of the EMS service delivery approach in Parkland. Likewise, EMS billing for patient transport and care on calls is used nationally as an approach to offset the high costs of EMS service delivery and should be continued in Parkland in the future.

Options for future EMS service delivery for Parkland include a new Parkland Fire and Rescue Department, Broward County Fire and Rescue, continuing with the Coral Springs Fire Department, or the Margate Fire Department.

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The following recommendations are intended to improve EMS services in Parkland, regardless of the fire/EMS service delivery model selected by the city.

1. Deliver EMS services in Parkland with one rescue unit located centrally at Fire Station 97, at the N. University public safety facility, in the city;
2. Staff the Parkland EMS rescue unit with three (3) firefighter/EMTs and paramedics;
3. Monitor and assess EMS response time data to determine opportunities for improvement in deployment strategy;
4. Implement automatic mutual aid and deployment strategies with other appropriate municipal/county EMS agencies, and pursue a "closest unit dispatched" approach to EMS delivery;
5. Develop comprehensive EMS policies and procedures as part of a manual;
6. Continue the policy of billing for EMS calls in Parkland.

Emergency Dispatch & Records

The Coral Springs Police Department (CSPD) has provided emergency dispatch services to Parkland public safety and local government units since November, 1993.

The Study Team was advised by CSPD dispatch officials that a communications and dispatch system upgrade is just being completed which provides further enhancements to the CSPD dispatch center. Reportedly, this upgrade included new ergonomic dispatch furniture consoles and two phases of equipment upgrades to include improved technology for AVL and GIS-based mapping. The Study Team noted that the technological support provided as part of the CSPD dispatch process is impressive.

The Coral Springs emergency dispatch system includes the following:

1. HTE Model 400 PC-based CAD system that includes the integrated 911 enhancement;
2. Motorola 800MHz Smartnet II analog 3-site trunking radio system;
3. Two covert channels as part of the radio system;

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4. Mobile data computer systems in vehicles providing access to FCIC, MVA, and NCIC databases—on CDPD but migrating to Sprint in the future;
5. Mobile data computers with compact printers in vehicles that are linked to the records management system and allow for report completion in the field;
6. Short-term and long-term (with optical disc technology) recording of all telephone lines and radio communications;
7. Netclock time synchronization for all dispatch systems and sub-systems;
8. PC support in all Coral Springs fire stations with CAD-based “tear and go” incident dispatch capability;
9. Dispatcher activated Coral Springs fire station alerting on calls;
10. Pager alerting for Parkland fire units;
11. Provision of EMD service on EMS calls;
12. CAD-generated Nextel text message alerting for Coral Springs units and command staff; and,
13. Minimum daily 24-hour call taker/dispatcher/supervisor staffing of six staff members.

Since emergency dispatch service provision by the Margate Police Department (MPD) may also be an option for Parkland public safety, the following information is provided regarding the MPD emergency dispatch function.

The MPD dispatch uses the same 800MHz analog trunking radio system used by Coral Springs. The MPD dispatch function is located on two floors in the Margate City Hall. Call takers are on one floor. MPD reception, and the remainder of the dispatchers, along with the primary dispatch console furniture and functions, are located on the next floor above.

Additionally, the Margate emergency dispatch system includes the following:

1. HTE CAD system similar to that operated by Coral Springs;
2. 911 integrated with the CAD system;
3. Mobile data computers in vehicles for access to NCIC, FCIC and MVA databases;
4. Report writing capability in patrol vehicles;

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5. Short-term and long-term recording of all radio channel and telephone lines;
6. Staffing of call takers, dispatchers and supervisors at a minimum of four qualified staff 24-hours per day;
7. Provision of EMD service on EMS calls using the APCO guide cards;
8. Training of new dispatchers that includes 1 week of orientation by the training sergeant, 2 weeks of CAD training off-line, 1 week of APCO basic communicator training and 5 weeks of in-center on-the-job training with each shift; and,
9. Backup power for the dispatch center is provided with an uninterruptible power system (UPS) and a diesel-powered generator.

The Study Team was advised that future Margate dispatch plans include additional call taker consoles and CAD integration with Coral Springs relating to unit status for improved mutual aid dispatching.

For public safety records, the Parkland Public Safety Department has three positions of administrative assistant. One provides clerical support for the position of chief of police and also provides some records support. The other two personnel handle the records management process.

It should be pointed out that the Parkland Public Safety Department is open until 7:00 p.m. during the week. Most police records functions close at 5:00 p.m. In this function, the department is to be complimented for adjusting hours of work to meet the public's needs.

The following are recommendations relative to qualitative and responsive emergency dispatch and records services in Parkland, regardless of the public safety option selected by the city.

1. Assure that Parkland public safety customers are served by a state-of-the-art emergency dispatch system, including CAD, E 911 and related systems;
2. Maintain and enhance the use of a state-of-the-art radio system, preferably an 800MHz trunking system;

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

3. Ensure that the dispatch staff serving Parkland are provided with a comprehensive training program that meets or exceeds state and national standards, principles, and practices;
4. Continue with and enhance the Emergency Medical Dispatch function and related quality assurance services provided by the dispatchers serving Parkland;
5. Ensure that the Parkland emergency dispatch function is located in and supported by a state-of-the-art dispatch facility;
6. Require monthly response time data from any emergency dispatch services provider relative to fires, crimes, medical emergencies, and other services;
7. Assure that any public safety services agency, institutional or contract, meets all accreditation standards relative to emergency dispatch and records through either the Florida Commission on Accreditation or the Commission on Accreditation of Law Enforcement Agencies.

Public Safety Models & Options

The Study Team explored a variety of models and options for law enforcement, fire protection services, emergency medical services, and emergency dispatch. The models were developed after conducting an assessment of the current and future public safety needs in Parkland, and conducting a detailed analysis of the current public safety operations, management, support systems, and services.

The current model of having police officers provide both police and fire services is not one of the options being set forth by the Study Team. This decision is based, in part, on the Study Team's assessment of workload, attrition, Florida State requirements for firefighters, costs, and the tremendous training requirements for an employee to deliver both police and fire services. The Study Team considered an option wherein a neighboring city would provide law enforcement services; however, that option seems to have too many barriers, too cumbersome to implement, and has limited application in the region. Therefore, for the delivery of law enforcement services, there appear to be only two viable options for the City of Parkland to implement.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

- A. Establish a Parkland Police Department for law enforcement services;
- B. Contract with the Broward County Sheriff's Office for law enforcement services.

For the delivery of fire protection and emergency medical services, there are four options:

- A. Establish a Parkland Fire and Rescue Department for fire and EMS services;
- B. Contract with Broward County Sheriff's Office for fire and EMS services;
- C. Contract with the City of Coral Springs for fire and continuation of EMS services; and,
- D. Contract with the City of Margate for fire and EMS services.

For the delivery of police, fire and EMS emergency dispatch services, there appear to be four options available to the City of Parkland for the future provision of law enforcement, fire and EMS emergency communications and dispatch services to residents and business owners of Parkland:

- A. Establish a new Parkland 911 Emergency Communications Center;
- B. Contract with Broward County Sheriff's Office for 911 communications and dispatch services;
- C. Continue to contract with the City of Coral Springs for 911 communications and dispatch services; or,
- D. Contract with the City of Margate for 911 communications and dispatch services.

During the Study Period, city officials requested the Study Team to submit the public safety models to potential service providers. Hence, a letter was sent to the Broward County Sheriff's Office requesting a letter of interest in and a proposal for providing services to meet the model criteria for law enforcement services and emergency dispatch in Parkland.

Letters were sent to the City Manager in Coral Springs and the City Manager in Margate relative to their interest in and a proposal for providing services under the proposed model criteria for fire protection, emergency medical services, and emergency dispatch in Parkland.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

Proposals for Public Safety Services

On August 28, 2003, CBI received the following proposals:

- A. A proposal from the Broward County Sheriff's Office to provide law enforcement services, fire protection services, emergency medical services, and emergency dispatch services.
- B. A proposal from the Coral Springs Fire Department to provide fire protection services, emergency medical services, and emergency dispatch services.
- C. A proposal from the City Manager and Fire Chief of Margate in a letter form to provide fire protection services, emergency medical services, and emergency dispatch services.

The proposals from the BSO and the CSFD noted that current public safety employees in the City of Parkland would be offered positions within the respective agencies. The CSFD included a reference that the proposed cost related to the salaries and benefits of CSFD employees; therefore, the final costs to Parkland would relate, in part, to the differences in salaries and benefits of Parkland employees. Moreover, the CSFD proposal contained a provision that indicated a six-year contract with a two-year termination clause.

The proposal from the Broward County Sheriff's Office covered the baseline criteria for all four emergency services. The letter from Margate included statements about their interest in working with Parkland officials to discuss in detail the level of services that were estimated in a cost range.

Proposed Contract Costs and Parkland Institutional Models

The following is a summary of costs, in alphabetical order, from the proposers and costs of the institutional (in-house) option. The institution costs were determined by the Study Team, based on current fiscal data from the Finance Department. Before the selection of any option, the City is encouraged to verify costs, staffing, services, and acceptance of current employees by any contractor.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

Fire & EMS

None of the fire/EMS costs includes construction of new facilities. The costs do include use of existing fire apparatus and the planned acquisition by Parkland of a quint, a piece of fire apparatus with multiple functions.

Broward Sheriff's Office. **\$4,259,000**

Includes Dispatch

Coral Springs Fire Department. **\$2,944,233**

Includes Dispatch

Excludes any Salary Cost Differences of Parkland's Personnel

Excludes Two Trailers (Interim)

Excludes Level of Supervision in Proposed Fire/EMS Models

Excludes Cost Reimbursement of EMS Billing to Parkland

City of Margate. **\$3,800,000-\$4,200,000**

Includes Dispatch

Includes Interests in Negotiating Costs/Services

Excludes Specifics on Criteria in Model

Parkland Fire/EMS Model. **\$4,293,614**

Excludes Dispatch

Includes Two Trailers (Interim)

Dispatch

Broward County Sheriff's Office. Absorbed Fire/EMS/Police

Coral Springs Fire Department. Absorbed Fire/EMS

City of Margate. Absorbed Fire/EMS

Parkland Dispatch Model. **\$3,404,800**

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

COST SUMMARY

<u>Service Provider(s)</u>	<u>Costs</u>	<u>Seamless</u>
<u>Parkland</u> →Police Department, Fire/EMS Department, Dispatch	\$11,332,571	Yes
<u>Broward Sheriff's Office</u> →Police, Fire/EMS, Dispatch	\$7,496,000	Yes
<u>City of Coral Springs</u> →Fire/EMS/Dispatch & Parkland PD*	\$7,130,420	No
<u>City of Margate</u> →Fire/EMS/Dispatch & Parkland PD (Min.)**	\$7,986,187	No
<u>Combined Broward Sheriff's Office</u> →Police/dispatch (\$3,237,000) & <u>Coral Springs</u> →Fire/EMS* (\$2,944,233)	\$6,181,233	No

*: Proposal does not meet all criteria in model. Will require clarification.

**: Proposal lacks response to the specific criteria, but clear indication of willingness to negotiate price and services.

Parkland is currently paying the City of Coral Springs on an annual basis approximately \$354,000 for emergency medical services and \$30,000 for emergency dispatch services.

For law enforcement services, the BSO proposal is approximately \$80,000 less than the 2003 Parkland police department estimated costs. The Study Team's proposal, without a PAV, defined pension plan, accreditation costs, and city indirect, is approximately \$39,999 lower than the BSO proposal and \$119,824 lower than the City of Parkland's 2003/04 estimated police budget. However, BSO's proposal is from an accredited law enforcement agency and it would provide the PAV for all Parkland Public Safety Department sworn employees who transition to BSO and who could remain in Parkland.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

Impact of Costs

In light of the costs for institutional departments or contract services, one might question the anticipated increased in costs for public safety services in the City of Parkland. However, it should be pointed out that the City of Parkland is on the threshold of major decisions about the delivery of public safety. While there have been few incidents relative to lack of public safety services, in the judgment of the Study Team, the City of Parkland has been very fortunate in avoiding tragedy and major liability costs. The current public safety system is broken and it needs to be fixed before someone is seriously hurt or worse.

Coupled with the current high attrition in the department, there are other concerns. The City of Parkland is growing. This growth will place new demands on public safety services delivery in the future.

As noted in this report in several sections, the City of Parkland now has very distinct options in selecting an alternative to the current public safety model.

Customer Comments from Contract Services

The Study Team interviewed officials in other cities for views on public safety services by the Broward County Sheriff's Office and reviewed prior written letters from city official officials to the Sheriff of Broward County. Without exception, all city officials expressed considerable pride in the quality of the law enforcement and dispatch services and the lower overall costs had they provided similar services.

In the contracts with Coral Springs, most of the reports relative to emergency medical services (EMS) and dispatch were very favorable. There was some grumbling by employees in the Parkland Public Safety Department about the poor relations with Coral Springs. According to some employees, the friction relates to a recent election.

In contacts with Coconut Creek officials relative to the services by the Margate Fire Department, all the comments were favorable.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

Seamless Public Safety Services

In the experiences of the Study Team as practitioners in fire/EMS and law enforcement, and public safety consultants in more than 40 states, there are major benefits to having centralized public safety services. When a motor vehicle accident occurs, there is often the need to have law enforcement to investigate the accident, fire apparatus to extinguish a fire, and an ambulance to transport patients. The emergency communications services is the nerve center for command and control in the delivery of public safety services and the safety of service providers and patients/victims.

When the initial 911 emergency request is received by a public safety agency, the caller/victim/patient is not concerned about the insignia or name on an emergency vehicle; they expect timely and responsive service by certified emergency service providers.

Seamless public safety services in the immediate area include:

1. The City of Coral Springs has a seamless public safety delivery system. The city has its own fire/EMS, law enforcement, and emergency dispatch functions. One government official is in charge, the City Manager.
2. The City of Margate has a seamless public safety delivery system. Margate has its own police, fire/EMS, and dispatch functions. One government official is in charge, the City Manager.
3. The Broward County Sheriff's Office has a seamless public safety delivery system. As of October 2003, one official is in charge of all BSO services, the Sheriff.

If the City of Parkland chooses the Broward County Sheriff's Office to coordinate and provide all public safety services (except Park Rangers), there is one person responsible for the delivery of those services. If the public safety services are inadequate, customers in Parkland have two ways to seek redress if the BSO is not responsive to their concerns: terminate the service agreements and/or vote for a new sheriff.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

It should be noted that there are various views regarding seamless delivery of public safety services. The discussion above provides one view of seamless public safety service delivery that relates to all services—police, fire, EMS, and dispatch—being provided by the same municipality (e.g., Parkland, Coral Springs, or Margate) or agency (e.g. the BSO). Another view of seamless public safety service delivery, which is more frequently found in the fire and EMS services, relates to two or more municipalities providing their fire and/or EMS services in a consolidated manner.

This consolidated approach to seamless fire and/or EMS services may be attained through automatic mutual aid, mutual planning of resource locations—fire stations and apparatus—to avoid costly duplication, technological interfacing of CAD and related systems to facilitate automatic mutual aid, etc., and through consolidation/regionalization implemented by municipalities and the county. Of course, assuming good management and resource utilization, the broader the geographic implementation of automatic mutual aid, joint resource planning, and/or regionalization, the more cost savings and service delivery improvements may be realized by the taxpayer and the recipient of the public safety services.

This second view of seamless services delivery should also be considered as part of this Parkland decision process. It would also seem to support the BSO and county effort to implement a broader county-wide approach to public safety service delivery in order to attain cost efficiencies and service delivery enhancements.

Study Team's Suggested Seamless Model

For a seamless public safety delivery system, Parkland has two apparent options. Parkland can develop its own police department, fire/EMS department, and emergency dispatch system; the estimated cost is more than \$11.3 million. A second option is to contract with the BSO for all three services at a cost of approximately \$7.4 million.

Of course, if the interest is in the most economical model, there are other options. For example, if the City of Parkland elects to have its own institutional police department, either Broward County, Margate, or Coral Springs would be excellent choices for fire/EMS and dispatch.

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1. Law Enforcement Services

While either option could serve the City of Parkland, the Study Team makes its recommendation after evaluating the potential advantages and disadvantages of the two options for the delivery of law enforcement services, feedback from contract customers receiving services from BSO, and the costs.

- A. That the City of Parkland enter into a Law Enforcement Service Agreement with the Broward Sheriff's Office for the delivery of all law enforcement services in the City of Parkland.

2. Fire Protection and Emergency Medical Services

While either of the four options could provide excellent services to the City of Parkland, the Study Team makes its recommendation after evaluating the potential advantages and disadvantages, feedback from contract customers receiving services from BSO, and the costs.

- A. That the City of Parkland enter into a Fire Protection and Emergency Medical Services Agreement with the Broward Sheriff's Office (considers transition of fire services administration in October 2003). The primary reason for suggesting this option relates to a "Seamless Public Safety Services" model.

2. Emergency 911 Communications and Dispatch

While either option outlined in this report should provide excellent services, the Study Team makes its recommendation after evaluating the potential advantages and disadvantages of the four options, feedback from contract customers receiving services from BSO, and the costs.

- A. That the City of Parkland enter into a 911 Emergency Communications and Dispatch Services Agreement with the Broward Sheriff's Office. The primary reason for suggesting this option relates to a "Seamless Public Safety Services"

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

model. If the City of Parkland elects to have its own institutional police department, either Broward County, Margate, or Coral Springs would be excellent choices for 911 emergency communications and dispatch.

Returns on Investment

In upgrading the personnel, operational, management and administration of public safety services in a municipality, it is not possible to delineate all the anticipated positive outcomes. Improving the quality of life in a community does not necessarily involve quantitative analysis. Thus, it is not possible to outline all the returns on investment. A number of the anticipated returns on investment for the recommendations in this Report include:

1. Improved efficiency in solving crime, which translates into fewer victims of crime.
2. Improved and accurate response time data relative to arrival of fire suppression apparatus;
3. Improved response times to emergency medical service (EMS) calls, with capability to save lives through quick medical measures.
4. Timely analysis of crime and workload for distribution to service providers and stakeholders to prevent crime and promote partnerships with community;
5. Improved supervision of public safety personnel;
6. Integrated command of public safety services: police, fire, EMS, and dispatch;
7. Improved and relevant data for City officials in budget authorizations;
8. Reduced costs in training public safety personnel for other municipalities;
9. System to reward existing employees in seeking upward mobility in a chosen public safety profession;
10. Enhanced resident involvement in partnerships with public safety personnel (such as community policing, citizen patrols, advocates of parks and trails, and parks);
11. Enhanced services of horse patrols, bicycle patrols, through a unified command;
12. Recognition of an 'Accredited Law Enforcement Agency' serving residents;
13. Improved accountability for integrated public safety services;
14. Improved ability to utilize stakeholder and city official input on personnel who don't seem to fit the Parkland model of public safety services;

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

15. Improved access to specialized public safety services for public education, crime prevention, crime countermeasures, and feedback from customers;
16. Capability to modify services in a timely manner without additional costs;
17. Capability to terminate contract of service providers based on failure to meet minimum performance measurements;
18. Enhanced use of trained public safety personnel;
19. Less city indirect costs for HRM, Legal, Liability, Insurance; and,
20. Less friction among public safety providers.

Timing

Chapter Eleven of this Blueprint contains a decision matrix to assist the City of Parkland in considering any option and a suggested timeline on any of the identified options.

Report Review

The City Manager is encouraged to conduct a review of this report, consider relevant input, clarify cost data with the finance department, seek clarification on any proposal from officials in the other municipalities, reorder priorities based on his judgment, and submit an Action Plan to the City Commission for a future course of public safety services in the City of Parkland.

PARKLAND GRAPHICS

The following sample graphics were utilized in the final Parkland Report Microsoft PowerPoint supported Report presentation in outlining the optional services delivery partners and recommended implementation approach.

PARKLAND EXECUTIVE SUMMARY & GRAPHICS

Public Safety Models and Options



- A. Establish a Parkland Police Department for Law Enforcement Services
- B. Contract with the Broward County Sheriff's Office for Law Enforcement Services



- A. Establish a Parkland Fire & Rescue Department for Fire and Emergency Medical Services
- B. Contract with the Broward County Sheriff's Office for Fire and Emergency Medical Services



- C. Contract with the City of Coral Springs for Fire and the Continuation of Emergency Medical Services
- D. Contract with the City of Margate for Fire and Emergency Medical Services



- A. Establish a Parkland 911 Emergency Communications Center
- B. Contract with the Broward County Sheriff's Office for Emergency Dispatch and Communications Services
- C. Contract with the City of Coral Springs for Fire and the Continuation of Emergency Medical Services
- D. Contract with the City of Margate for Fire and Emergency Medical Services

Implementation

- A. City Manager Conduct a Review of Report
- B. Consider Relevant Input
- C. Seek Clarification from BSO, Coral Springs, Margate
- D. Clarify Cost Data
- E. Reorder Priorities, Recommendations, & Timeline
- F. Submit Action Plan to Chart Future Course of Public Safety Plan in Parkland
- G. Update Strategic Plan Annually

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Southwest Ranches
by Leslie D. Adams
for Public Safety Solutions, Inc
whose business address is public safety consulting services.

and (if applicable) its Federal Employer Identification Number (FEIN) is 52-1906835

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

COMPANY NAME: Public Safety Solutions Inc

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

By: _____

Leslie D. Adams

(Printed Name)

President

(Title)

Sworn to and subscribed before me this 27th day of August, 2013

Personally known Leslie D Adams

Or Produced Identification Maryland license A-352-511-139-076

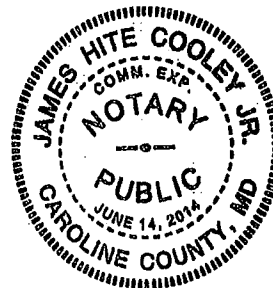
(Type of Identification)

Notary Public - State of Maryland

[Signature]
Notary Signature

My Commission Expires June 14 14

(Printed, typed, or stamped commissioned name of notary public)



COMPANY NAME: Public Safety Solutions, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

NON-COLLUSION AFFIDAVIT

State of Maryland)
County of Queen Anne's) ss.

Leslie D. Adams being first duly sworn deposes and says
that:

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

COMPANY NAME: Public Safety Solutions, Inc.

[SIGNATURE ON NEXT PAGE]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

COMPANY: Public Safety Solutions, Inc

By: Leslie D. Adams

Leslie D. Adams
(Printed Name)

President
(Title)

Sworn to and subscribed before me this 27 day of August, 2013.

Personally known _____

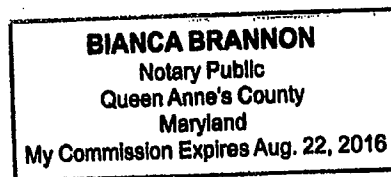
Or Produced Identification MD Drivers License
(Type of Identification)

Notary Public - State of Maryland

B. Brannon
(Notary Signature)

My Commission Expires: Aug 22 2016

(Printed, typed, or stamped commissioned name of notary public)



TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Maryland
County of Queen Anne's) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Maryland held on August 20, 2017, the following resolution was duly passed and adopted:

"RESOLVED, that Lester D. Adams as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, August 25 2017 to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this 25 day of August, 2017.

Lester D. Adams

Secretary:

(SEAL)

COMPANY NAME: Public Safety Solutions, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

1. City of Parkland, FL, 6600 University Drive, 954-753-5040 / City Manager
2. City of Sunny Isles Beach, FL, 18070 Collins Avenue, 305-947-0606 / Christophe Russo, City Manager
3. City of North Port, FL, 34286, 941-240-8150 / William J. Taaffe, Fire Chief
4. Townships of Springettsbury & Spring Garden, 717-757-3521, John Holman, Administrator
5. Cabarras County, North Carolina, 704-791-3968, Steven Langer, Fire Marshal
6. Pawtucket, Rhode Island, 401-728-0500 Donald Grebien, Mayor
7. Portland, Maine, 207-874-9686, Mark Reese, City Manager

COMPANY NAME: Public Safety Solutions, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Request for Proposals, RFP No. 13-007

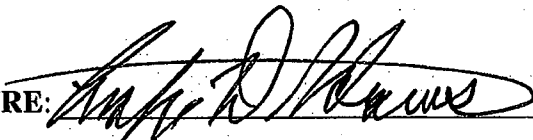
DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

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

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

PROPOSER'S SIGNATURE:



COMPANY NAME:

Public Safety Solutions, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Avon-Dixon Agency, LLC PO Box 1588 Easton MD 21601		CONTACT NAME: Sue Miller PHONE (A/C, No, Ext): (410) 822-0506 FAX (A/C, No): (410) 770-5402 E-MAIL ADDRESS: sue.miller@avondixon.com	
INSURED Public Safety Solutions, Inc. 106 Schooner Way Chester MD 21619		INSURER(S) AFFORDING COVERAGE INSURER A: Markel American Insurance Co INSURER B: Colony Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1391231805 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	3DM7357	1/3/2013	1/3/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions			EO606014	5/24/2013	5/24/2014	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Town of Southwest Ranches, Certificate Holder is included as an Additional Insured with regard to the General Liability coverage as required by written contract or agreement. Products/Completed Operations are included in General Liability aggregate; coverage is Primary and Non-contributory.

CERTIFICATE HOLDER

CANCELLATION

Town of Southwest Ranches
Andy Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Freedstate/SMILLE



COMMERCIAL GENERAL LIABILITY
Policy Number: 3DM7357

ESSEX INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

Please refer to each coverage form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all coverage forms.

SCHEDULE

Person or Entity:

Address: Town of Southwest Ranches
13400 Griffin Road
SOUTHWEST Ranches, FL 33330
Interest of the Above: CONTRACTOR

Additional Premium: \$ INCLUDED

(Check box if fully earned. ☐)

WHO IS AN INSURED is amended to include the person or entity shown in the Schedule above as an Additional Insured under this insurance, but only as respects negligent acts or omissions of the Named Insured and only as respects any coverage not otherwise excluded in the policy. Our agreement to accept an Additional Insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.

No coverage shall be afforded to the Additional Insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



ESSEX INSURANCE COMPANY

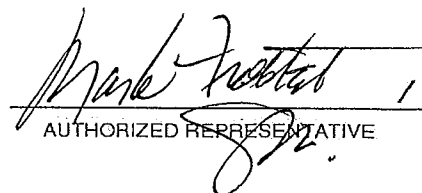
PRODUCTS/COMPLETED OPERATIONS INCLUDED IN GENERAL AGGREGATE

*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
3DM7357	01/03/13	PUBLIC SAFETY SOLUTIONS INC

THIS ENDORSEMENT CHANGES THE POLICY.

For those classifications stated on the supplemental declarations of the general liability coverage part as including products and/or completed operations, if any, the exposure for such is included within the policy general aggregate limit, and no separate products/completed operations aggregate limit applies. You are not covered for products and/or completed operations arising from any other operations not listed on your policy.

 09/17/12
AUTHORIZED REPRESENTATIVE DATE