



Southwest Ranches Town Council

REGULAR MEETING Agenda of July 25, 2024

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**

Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

3. Site Plan for Fifth-Third Bank

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SITE PLAN APPLICATION NO. SP-85-23 BY MG SOUTHWEST RANCHES, LLC FOR A 1,900 SQUARE-FOOT FIFTH THIRD BANK AT 15891 SHERIDAN STREET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Presentations

4. Proclamation - Zen Elite Equestrian Center Olympic Competitors - Adrienne Lyle with Helix and Endel Ots with Bohemian

5. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

6. Board Reports

7. Council Member Comments

8. Legal Comments

9. Administration Comments

Ordinance - 2nd Reading

- 10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024-2028 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading May 23, 2024}**

Resolutions

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT FLORIDA POWER & LIGHT COMPANY (FPL) FOR**

UTILIZATION OF SOUTHWEST MEADOWS PRESERVE AS A TEMPORARY STAGING AREA TO ENABLE EMERGENCY RECOVERY OPERATIONS FOLLOWING A MASS POWER OUTAGE; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO A COOPERATIVE PURCHASING AGREEMENT WITH TETRA TECH, INC., BASED ON THE CITY OF TAMARAC AGREEMENT, TO PROVIDE DISASTER RECOVERY MANAGEMENT SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE NEIGHBORHOOD SAFETY GRANT AWARD IN THE AMOUNT OF FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00) TO THE CIRCLE S ESTATES HOMEOWNERS ASSOCIATION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 ADOPTED TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2025; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART SECTION 3 OF RESOLUTION 2011-084 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2024 FIRE ASSESSMENT REPORT; APPROVING PRELIMINARY FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2024-25; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Discussion

17. Discussion – City of Miramar Request to Oppose Miami Dade County Incinerator – Steve Breitkreuz

18. Approval of Minutes

- a. June 27, 2024 Regular Meeting Minutes

19. Adjournment

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



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

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

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

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Jeff Katims
DATE: 7/15/2024
SUBJECT: Site Plan for Fifth-Third Bank

Recommendation

Staff finds that the site plan complies with the requirements of the Unified Land Development Code subject to conditions enumerated in the staff report.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

MG Southwest Ranches, LLC is applying for approval to construct a one-story, 1,900 square-foot, Fifth-Third Bank building on an outparcel situated on the east side of the Sheridan Street access road into Coquina Plaza. Bank of America previously occupied the existing 4,900 square-foot building with five covered drive-through lanes, which will be demolished along with most of the site improvements.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, Town Planner

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2024	Resolution
Staff report	7/15/2024	Backup Material
Abridged Site Plan Set	7/15/2024	Exhibit
Mail Notice Map	7/18/2024	Exhibit
Mail Notice Lis	7/18/2024	Exhibit

RESOLUTION NO. 2024-XXX

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SITE PLAN APPLICATION NO. SP-85-23 BY MG SOUTHWEST RANCHES, LLC FOR A 1,900 SQUARE-FOOT FIFTH THIRD BANK AT 15891 SHERIDAN STREET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, MG Southwest Ranches, LLC is the current owner ("Owner") of 15891 Sheridan Street (the "Property") legally described in Exhibit "A" to this Resolution; and

WHEREAS, Owner requests site plan approval to construct a freestanding 1,900 square-foot Fifth Third Bank with drive-through service lanes; and

WHEREAS, the existing building, formerly occupied by Bank of America, will be demolished; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the proposed site plan amendment will comply with the requirements of the Town's Unified Land Development Code ("ULDC") upon implementation of the conditions set forth herein.

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

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

Section 2. That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on July 25, 2024, the Town Council hereby approves Site Plan Application No. SP-85-23 for the Property as legally described in Exhibit "A" attached hereto and made a part hereof, in accordance with the following stipulated conditions to be satisfied prior to issuance of a building permit for any vertical construction:

1. Building signage is subject to compliance with dimensional and area requirements to be reviewed at time of permitting.
2. Wall signs shall be mounted directly to the building face (no raceway).
3. Revisions shall be made to comply with labelling and technical comments in the Town memorandum dated July 15, 2024.

Section 4. The Mayor, Town Administrator, and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED by the Town Council of the Town of Southwest Ranches, Florida, this 25th day of July, 2024, on a motion by _____ and seconded

by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.046.2024

Exhibit "A"

Legal Description

A PORTION OF PARCEL 'A', 'COQUINA FLATS', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL 'A', SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF SHERIDAN STREET; THENCE NORTH 89°19'31" EAST, ALONG THE SOUTH LINE OF SAID PARCEL 'A', SAME BEING SAID NORTH RIGHT OF WAY LINE OF SHERIDAN STREET, 575.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°40'39" WEST, 101.16 FEET; THENCE NORTH 05°49'52" WEST, 93.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°07'23", AN ARC DISTANCE OF 82.14 FEET; THENCE NORTH 88°17'31" EAST, 177.79 FEET; THENCE SOUTH 01°45'36" EAST, 216.20 FEET TO THE SOUTH LINE OF AFORESAID PARCEL 'A', SAME BEING AFORESAID NORTH RIGHT OF WAY LINE OF SHERIDAN STREET; THENCE SOUTH 86°02'16" WEST ALONG SAID SOUTH LINE OF PARCEL 'A' AND SAID NORTH RIGHT OF WAY LINE OF SHERIDAN STREET, 102.67 FEET; THENCE SOUTH 00°40'29" EAST, CONTINUE ALONG SAID SOUTH LINE OF PARCEL 'A', AND SAID NORTH RIGHT OF WAY LINE OF SHERIDAN STREET, 30.00 FEET; THENCE SOUTH 89°19'31" WEST, CONTINUE ALONG SAID SOUTH LINE OF PARCEL 'A', AND SAID NORTH RIGHT OF WAY LINE OF SHERIDAN STREET, 119.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, CONTAINING 1.1968 ACRES (52,131.7250 SQUARE FEET), MORE OR LESS.

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**TOWN OF SOUTHWEST RANCHES
TOWN COUNCIL AGENDA REPORT**

DATE: July 25, 2024

SUBJECT: Site Plan Application SP-85-23; Fifth Third Bank

ADDRESS: 15891 Sheridan Street – Coquina Plaza outparcel

**PETITIONER/
OWNER:** MG Southwest Ranches LLC

AGENT: Thomas Engineering Group
6300 NW 31st Avenue
Fort Lauderdale, FL 33309

ZONING: CB, Community Business District

**LAND USE PLAN
DESIGNATION:** Commercial

REQUEST: Site plan approval for a freestanding, 1,900 square-foot bank with drive-through service

EXHIBITS: Staff Report, Aerial Photograph, Site Plan and Civil Drawings, and Mail Notification Radius Map and Mailing List.

DETAILED REQUEST AND ANALYSIS:

MG Southwest Ranches, LLC is applying for approval to construct a one-story, 1,900 square-foot Fifth-Third Bank building on an outparcel situated on the east side of the Sheridan Street access road into Coquina Plaza. Bank of America previously occupied the existing 4,900 square-foot building with five covered drive-through lanes, which will be demolished along with most of the site improvements. Banks are a permitted use within the CB District.

Vehicular access, circulation and parking. The site plan maintains the existing access driveways on the north and east sides of the outparcel. The public entrance to the bank is on the south elevation and the two drive-through service positions with adequate

vehicle stacking on the bank's west side. Full circulation is maintained within the site. Traffic flow is bi-directional through the parking area on the east side of the building and one-way (counterclockwise) to access the drive-through lanes. An "escape" lane parallels the drive-through queuing lanes. The number of parking spaces exceeds the code requirement in anticipation of future EV charging stations.

Landscaping, open space and drainage. The site plan significantly increases the amount of open space on the site due to the more than two-fold reduction in building size and fewer drive-through lanes, exceeding the code requirement. The vast majority of existing trees, including live oaks, maples and bald cypress will remain.

Building characteristics and signage. The one-story building exceeds all setback requirements and is well below the maximum plot coverage allowance. A channel letter identification sign will be pinned to the top surface of an aluminum canopy on the south elevation, facing Sheridan Street and a wall-mounted identification sign will face the parking area. A 5-foot-tall monument sign with routed, internally illuminated letters will be placed along Sheridan Street in compliance with ULDC requirements. All wall signs will be internally illuminated and are subject to compliance with the area and dimensional requirements of the ULDC.

Outdoor illumination. The vehicular use area will be illuminated with full cutoff fixtures mounted on 25-foot poles, in compliance with the ULDC. External lighting on the building includes recessed "high-hat" type fixtures on the underside of the aluminum building canopies. In an effort to protect Automated Teller users from becoming crime victims, state law preempts municipal regulation of outdoor lighting when associated with an ATM machine. Accordingly, the ULDC requirement that lighting be switched off by an automatic timer at 11:00 PM cannot be enforced unless the Town Council requires the ATM to be inoperable prior to 11:00 PM.

STAFF RECOMMENDATION:

Staff finds that the site plan complies with the requirements of the Unified Land Development Code subject to the following conditions to be satisfied prior to issuance of a building permit for vertical construction:

1. Building signage is subject to compliance with dimensional and area requirements to be reviewed at time of permitting.
2. Wall signs shall be mounted directly to the building face (no raceway).
3. Compliance with labelling and technical comments in the Town memorandum dated July 15, 2024.

SP-85-23 AERIAL LOCATION MAP



Close-up Aerial



5TH 3RD BANK - COQUINA PLAZA

SOUTHWEST RANCHES, FLORIDA

Folio Number: 5140 04 13 0021

MG SOUTHWEST RANCHES, LLC

SHEET INDEX

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SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, CONTAINING 1.1968 ACRES (52,131.7250 SQUARE FEET), MORE OR LESS.

PROPERTY OWNER
MG SOUTHWEST RANCHES, LLC
3301 N.E. 1ST AVE, STE. 109
MIAMI, FL 33137

LANDSCAPE ARCHITECT
MICHAEL D. GROSSWIRTH, RLA, ASLA, ISA
THOMAS ENGINEERING GROUP, LLC
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
(T)954.202.7000

ARCHITECT
BDG ARCHITECT
400 N. ASHLEY DR.
TAMPA, FL 33602
(T) 813.323.9233
(F) 813.323.9238

MICHAEL A. TROXELL, P.E.

THOMAS ENGINEERING GROUP, LLC
6300 NW 31st AVENUE
FORT LAUDERDALE, FL 33309
(T)954.202.7000
(F)954.202.7070

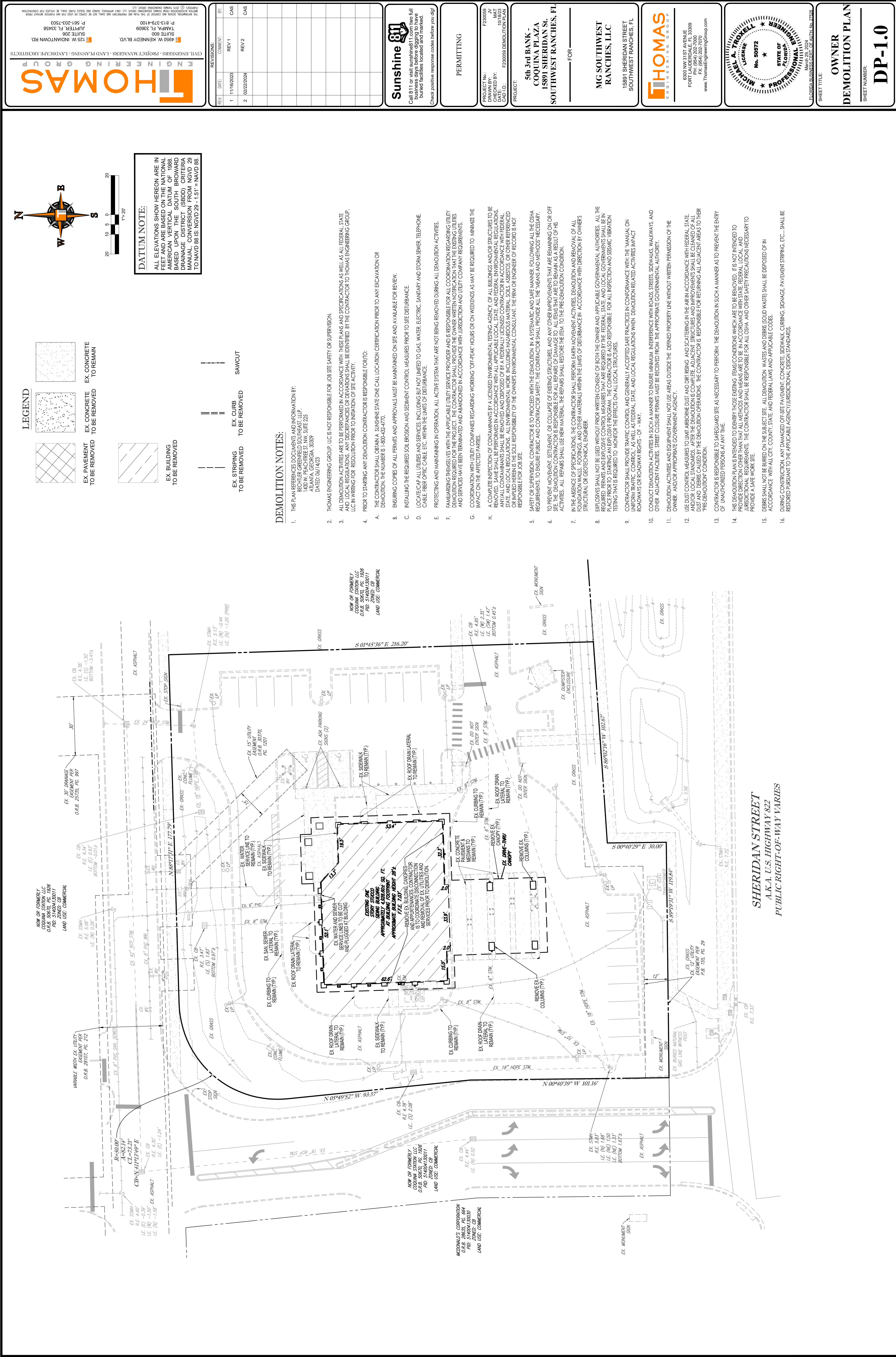
SURVEYOR
RODNEY E. ABNEY, JR.
BECHTLER GREENFIELD
1430 W. PEACHTREE S
ATLANTA, GA 30309
(T) 770.422.8181
(F) 770.422.8101

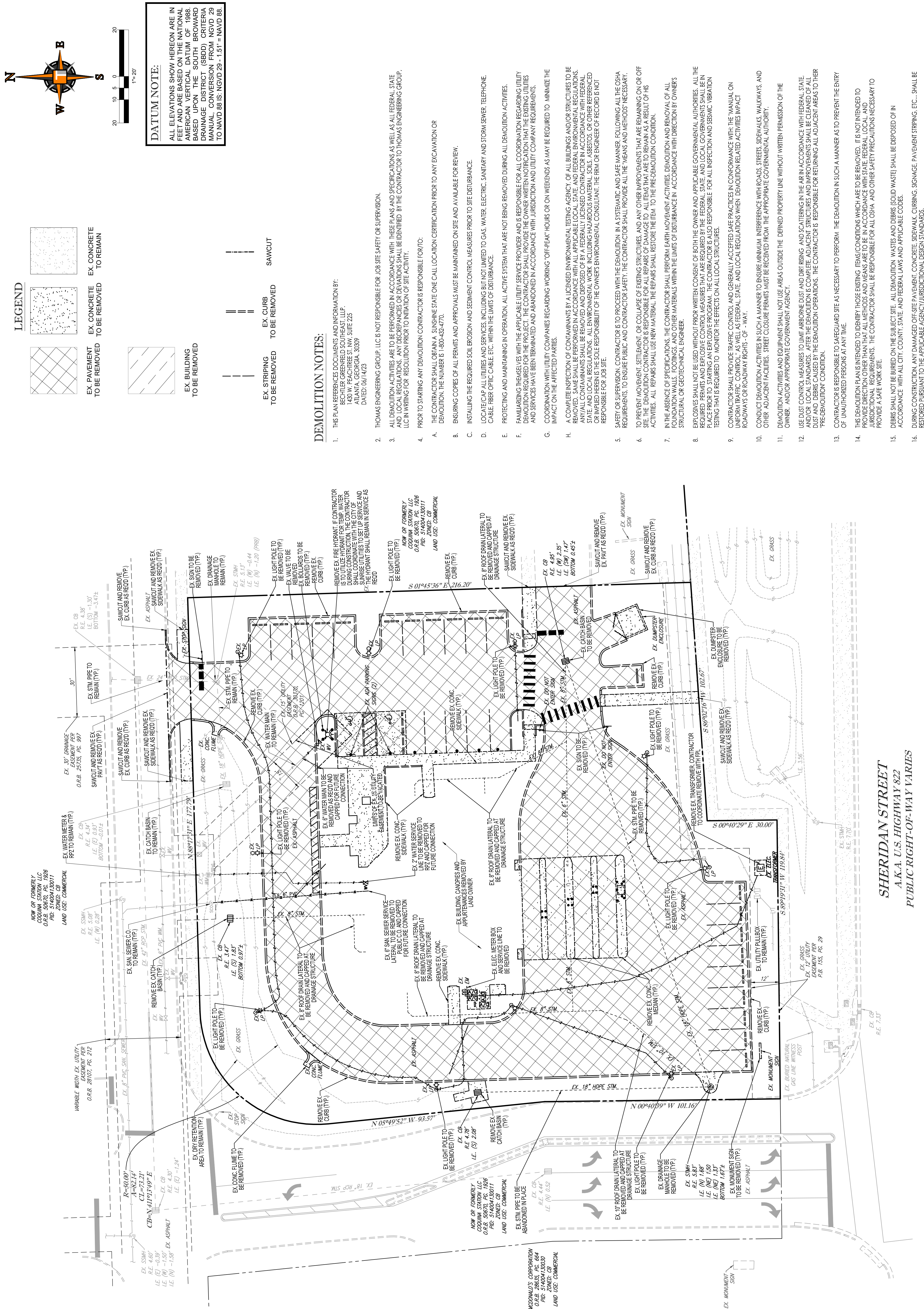
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SHEET NAME:	SHEET NUMBER:	REVISION					
		1	2	3	4	5	6
		REV 1: 11/16/23	REV 2: 02/22/24				
COVER SHEET	C-0.0	•	•				
GENERAL NOTES	C-1.0	•					
STORM WATER POLLUTION PREVENTION PLAN	SWPP-1.0	•	•				
STORM WATER POLLUTION PREVENTION PLAN	SWPP-1.1	•	•				
STORM WATER POLLUTION PREVENTION PLAN	SWPP-1.2	•					
STORM WATER POLLUTION PREVENTION PLAN	SWPP-1.3	•					
STORM WATER POLLUTION PREVENTION PLAN	SWPP-1.4	•					
OWNER DEMOLITION PLAN	DF-1.0	•					
TENANT DEMOLITION PLAN	DP-1.1	•	•				
SITE PLAN	SC-1.0	•	•				
SITE DETAILS	SC-2.0	•					
SITE DETAILS	SC-2.1		•				
PAVING, GRADING & DRAINAGE PLAN	PD-1.0	•	•				
PAVING, GRADING & DRAINAGE DETAILS	PD-2.0	•					
SRDD DETAILS	PD-3.0	•					
CROSS SECTIONS	PD-4.0	•	•				
UTILITY PLAN	U-1.0	•	•				
UTILITY DETAILS	U-2.0	•	•				
UTILITY DETAILS	U-2.1	•					
UTILITY DETAILS	U-2.2	•	•				
TREE DISPOSITION PLAN	L-1.0	•					
LANDSCAPE PLAN	L-2.0	•	•				
LANDSCAPE DETAILS & SCHEDULE	L-2.1	•	•				
LANDSCAPE GENERAL NOTES	L-2.2	•					
IRRIGATION PLAN	L-3.0	•	•				
IRRIGATION DETAILS & NOTES	L-3.1	•					
ELECTRICAL PHOTO MTRIC SITE PLAN	E-01.1	•	•				
ELECTRICAL SITE DETAILS	E-01.2						
LUMINAIRE AND SENSOR SCHEDULES AND DETAILS	E-600		•				
EXTERIOR LIGHTING CUT SHEETS	E-601	•					
EXTERIOR LIGHTING CUT SHEETS	E-602						
EXTERIOR LIGHTING CUT SHEETS	E-603	•					
FLOOR PLAN	A-110	•					
TRASH ENCLOSURE AND DETAILS	A-190	•	•				
EXTERIOR ELEVATIONS	A-200	•					
EXTERIOR ELEVATIONS	A-201						
DRIVE-THRU ELEVATIONS	A-202	•					
BUILDING SECTIONS	A-300		•				
EXTERIOR WALL SECTIONS	A-310						
WALL SECTION DETAILS	A-450	•					
ALT A INSPS LAND TITLE SURVEY	S-1	•					
AIR TRUCK ACCESS PLAN	EX-1.0	•	•				
AA SHOT VEHICLE TURNING EXHIBIT	EX-1.1		•	•			

SHEET NUMBER:

0-0.0



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Sunshine 811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

PERMITTING

PROJECT No.: F230059
 DRAWN BY: JV
 CHECKED BY: MAT
 DATE: 10/18/23
 CAD I.D.: F230059 DEMOLITION PLAN

5th 3rd BANK -
COQUINA PLAZA
15891 SHERIDAN ST.
SOUTHWEST RANCHES, FL

—FOR—

MG SOUTHWEST
RANCHES, LLC

15891 SHERIDAN STREET
SOUTHWEST RANCHES, FL

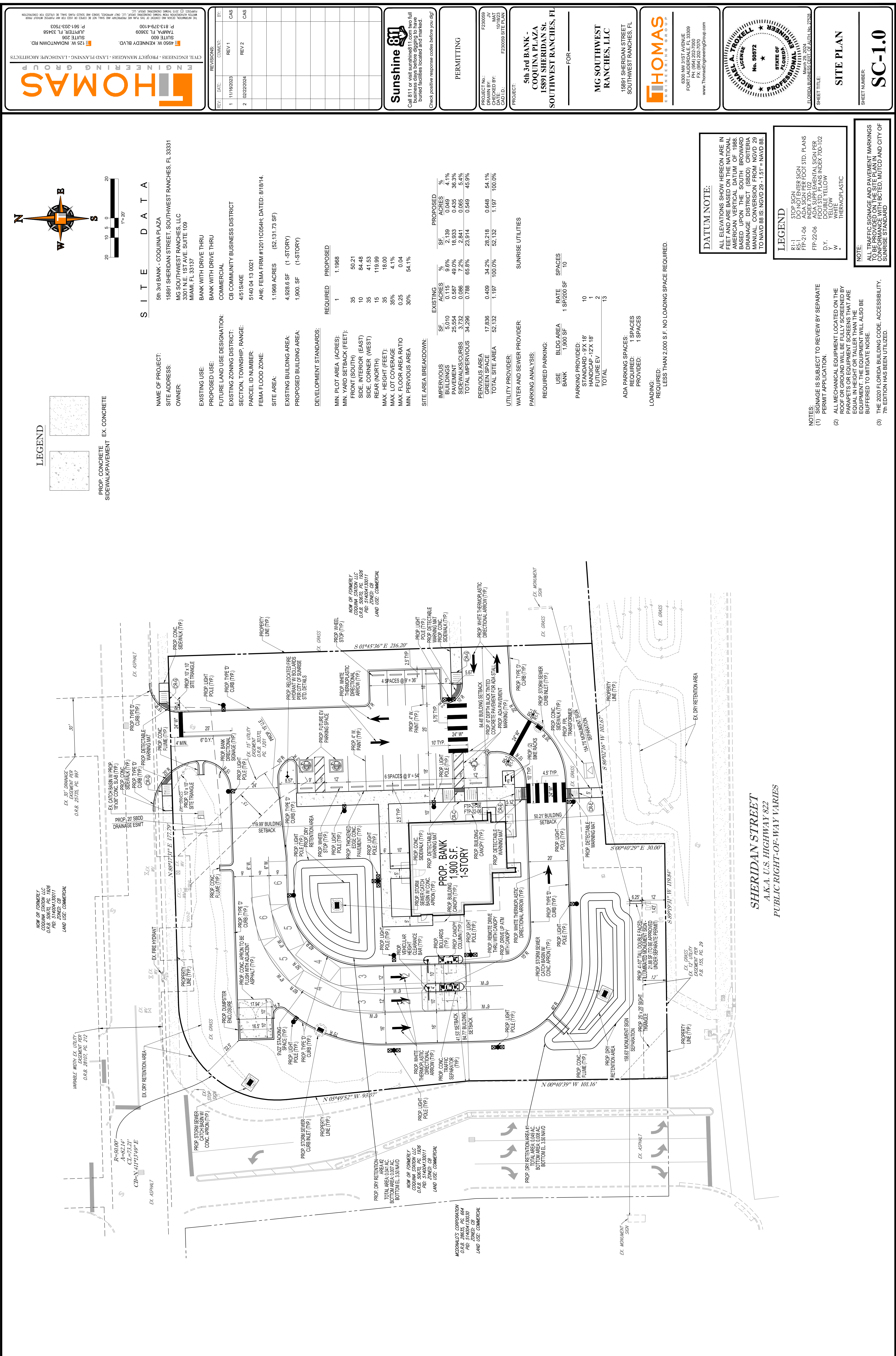
THOMAS
ENGINEERING GROUP

6300 NW 21ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

Michael A. Troxell
Professional Engineer
State of Florida
License No. 50572
March 31, 2024

**TENANT
DEMOLITION PLAN**

DP-1.1



THOMAS ENGINEERING GROUP

CIVIL ENGINEERS - LAND PLANNING - PROJECT MANAGERS - LANDSCAPE ARCHITECTS

125 W. INDIANTOWN RD.
SUITE 208
JUPITER, FL 33458
P: 561-203-7503

4850 W. KENNEDY BLVD.
SUITE 208
JUPITER, FL 33458
P: 561-203-7503

Sunshine

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

PERMITTING

PROJECT No. F200069
DRAWN BY: JV
DATE: 10/18/23
CAD L.D.: F200069 SITE PLAN

5th 3rd BANK - COQUINA PLAZA
15891 SHERIDAN ST.
SOUTHWEST RANCHES, FL

FOR

MG SOUTHWEST RANCHES, LLC

15891 SHERIDAN STREET
SOUTHWEST RANCHES, FL

THOMAS ENGINEERING GROUP

6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FAX: (954) 202-7001
www.ThomasEngineeringGroup.com

PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 90572
March 29, 2024
ECONOMY BUSINESS CENTER, SUITE 100, FORT LAUDERDALE, FL 33309

SITE PLAN

SHEET NUMBER

SC-1.0

[illegible]

PERMITTING

PROJECT:

FOR _____

15891 SHERIDAN STREET
SOUTHWEST RANCHES, FL

6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

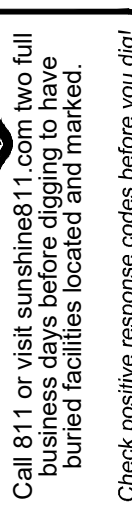
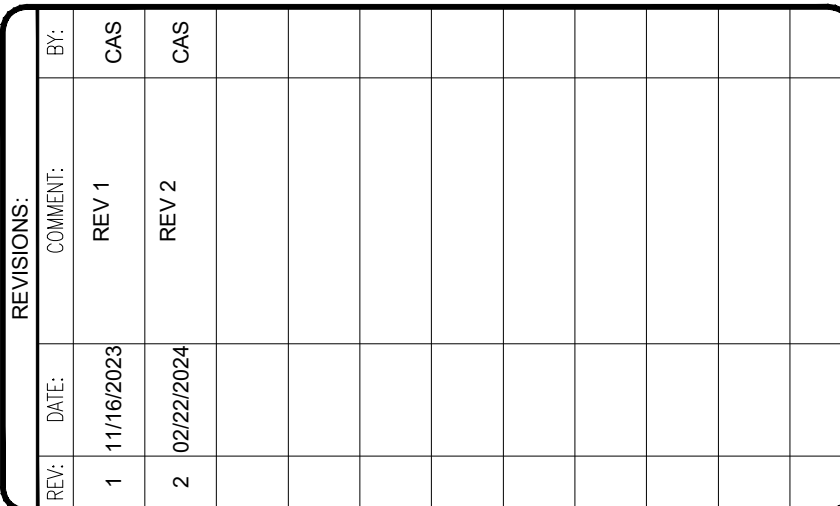
March 29, 2024

FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

SHEET NUMBER:

SC-2.1



PERMITTING

PROJECT No.: F230059
DRAWN BY: JV
CHECKED BY: MAT
DATE: 10/18/23
CAD I.D.: F230059 PGD PLAN

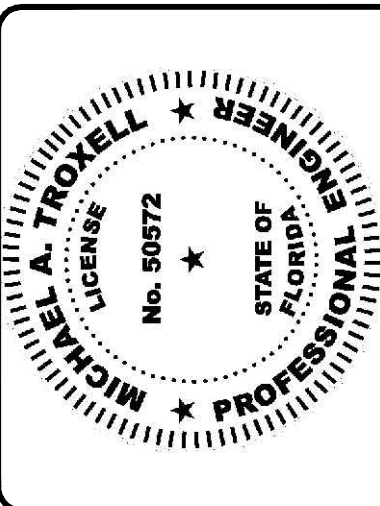
**5th 3rd BANK -
COQUINA PLAZA
15891 SHERIDAN St.
SOUTHWEST RANCHES, FL**

**MG SOUTHWEST
RANCHES, LLC**

15891 SHERIDAN STREET
SOUTHWEST RANCHES, FL



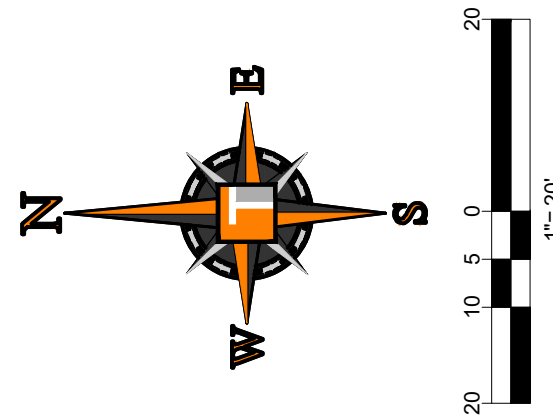
6300 NW 31ST AVENUE
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March 29, 2024
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

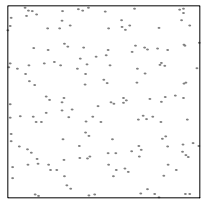
PAVING, GRADING & DRAINAGE PLAN

PD-1.0

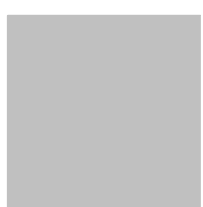


DATUM NOTE:

ALL ELEVATIONS SHOW HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL AMERICAN VERTICAL DATUM OF 1988 BASED UPON THE SOUTH BOWARD DRAINAGE DISTRICT (SBDD) CRATER MANUAL CONVERSION FROM NGVD 29 TO NAVD 88 IS: NGVD 29 - 1.51' = NAVD 88.



DEPTH ASPHALT
PAVEMENT



PROP. FULL
DEPTH ASPHALT
PAVEMENT

LEGEND

CONSTRUCTION NOTES:

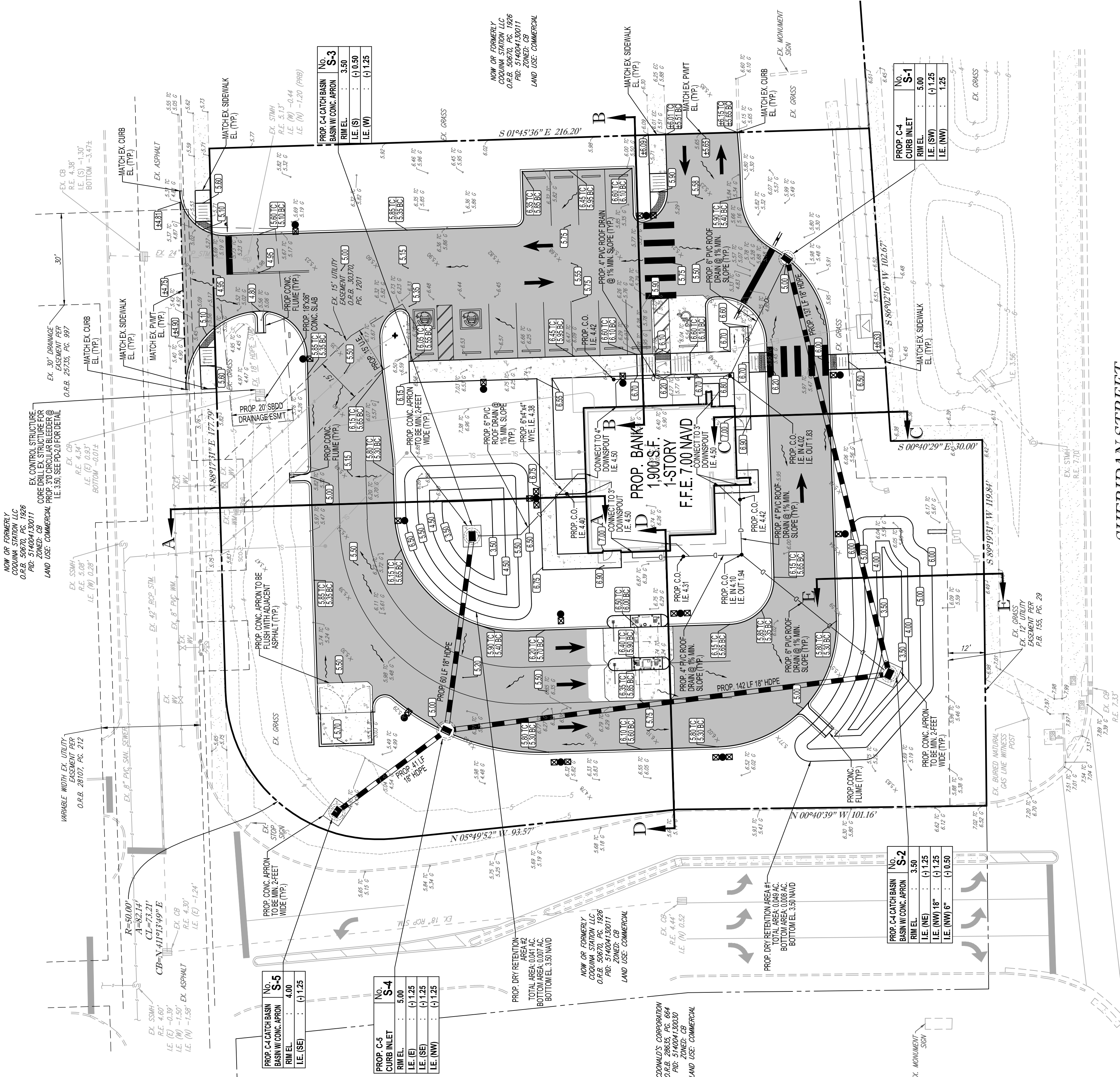
1. CONTRACTOR TO SAW CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONCRETE SIDEWALK, CONCRETE CURB AND ASPHALT UNLESS OTHERWISE NOTED, ALL BASE AND SUBBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREAS.
2. CONTRACTOR TO MATCH EXISTING GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY AND/OR COUNTY DESIGN STANDARDS.
5. CONTRACTOR SHALL SOD ALL DISTURBED AREAS NOT NOTED TO RECEIVE EXISTING GRASS. CONTRACTOR SHALL MAINTAIN ALL SOD AREAS UNTIL FULL GROWTH, COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED AFTER ACCEPTABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT OF A MAJOR PHYSICAL CONDITION PREVENTING THE APPLICATION OF THESE PLANS, THE CONTRACTOR SHALL ADVISE THE ENGINEER AND THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
12. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES ON THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
13. PLEASE SEE MEP PLANS FOR CONTINUATION OF ROOF LEADERS, WATER LINES, SEWER LATERALS AND FIRE LINES. CONTRACTOR RESPONSIBLE FOR CONNECTIONS OF THESE LINES TO THE BUILDINGS.
14. 2.0% MAXIMUM SLOPE ON HANDICAP PARKING SPACES AND ADA ACCESS WAYS.
15. ALL SIDEWALKS IN RIGHT-OF-WAYS SHALL HAVE A MAXIMUM CROSS SLOPE OF 1.5%. NO SIDEWALKS SHALL BE ALLOWED IN UTILITY EASEMENTS.

SBDD NOTES:

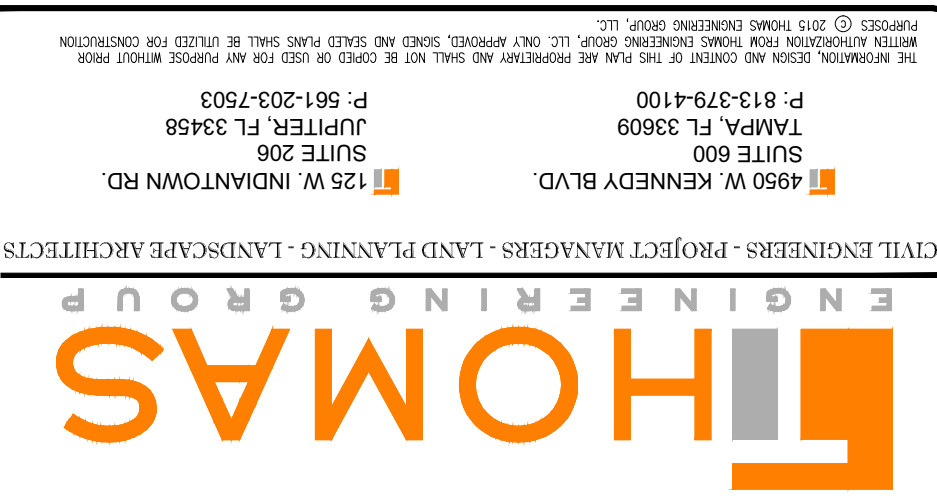
- PORTIONS OF THE EXISTING DRAINAGE SYSTEM (ON-SITE AND OFF-SITE SYSTEMS) MAY REQUIRE CLEANING UPON COMPLETION OF CONSTRUCTION. THIS REQUIREMENT IS TO BE DETERMINED IN THE FIELD BY SBD'S INSPECTOR.
- ALL DRAINAGE STRUCTURES SHALL MEET SBD CRITERIA FOR WALL THICKNESS, SUMPS AND CLEARANCES.
- DETERMINED UPON THE FIELD REVIEW BY SBD'S INSPECTOR, THE EXISTING SWALE AND/OR DRY INTERSECTION AREA ALONG THE NORTH PROPERTY LINE MAY NEED TO BE RECONNECTED TO FACILITATE PROPERTY CONNECTIVITY AND FLOW BETWEEN CATCH BASIN S-5 AND THE EXISTING CONTROL STRUCTURE.


PAVING, GRADING & DRAINAGE LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROMISED NOTE
W	UNDERGROUND WATER MAIN	W
W	UNDERGROUND WATER SERVICE LINE	W
W	UNDERGROUND WATER FIRE LINE	W
S	SANITARY SEWER MAIN	S
S	UNDERGROUND SANITARY SEWER LATERAL	S
W	UNDERGROUND SANITARY SEWER FORCE MAIN	W
G	UNDERGROUND GAS LINE	G
E	UNDERGROUND ELECTRIC LINE	E
T	UNDERGROUND TELEPHONE LINE	T
	UNDERGROUND SIGNALING CABLE	
	UNDERGROUND STORM SEWER LATERAL	
[---]	EXFILTRATION	[---]
W	WATER	W
W	FIRE	W
W	WATER	W
BP	BACKFLOW PREVENTOR	BP
S	SANITARY SEWER	S
S	MANHOLE	S
S	UNDERGROUND SEWER MANHOLE	S
	STORM SEWER	
	CATCH BASIN	
	CLEAN	
	VALVE	
E	ELECTRIC TRANSMISSION & PAD	E
	POLE	
	GRADE SPOT SHOT	
	TOP OF CURB	
	BOTTOM OF CURB	



SHERIDAN STREET
A.K.A. U.S. HIGHWAY 822
PUBLIC RIGHT-OF-WAY VARIES



Sunshine 811 

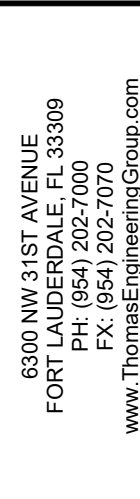
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

PROJECT No.: F230059
DRAWN BY: JV
CHECKED BY: MAT
DATE: 10/18/23
CAD I.D.: F230059 LS

FOR _____

15891 SHERIDAN STREET
SOUTHWEST RANCHES E



SHEET NUMBER:

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH. LA66666871 ON 2024-05-06



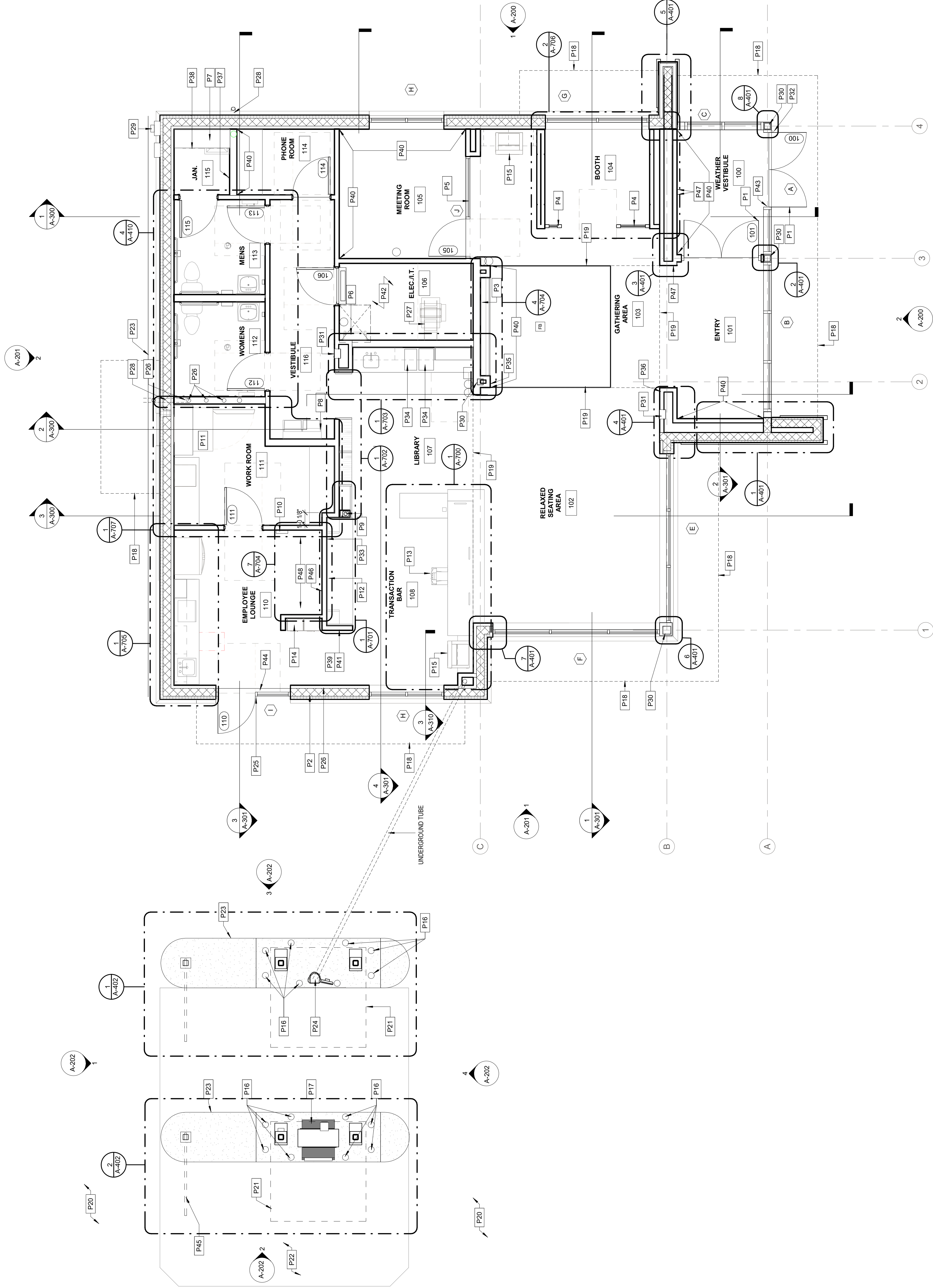
PLEASE REFER TO SHEET L-1.0 FOR TREE
DISPOSITION PLAN, SHEET L-2.1 FOR
LANDSCAPE SCHEDULE & DETAILS AND
SHEET L-2.2 FOR GENERAL NOTES.

ALL EXISTING CANOPY TREES TO REMAIN SHALL BE STRUCTURALLY PRUNED BY AN ISA CERTIFIED ARBORIST PRIOR TO ANY CONSTRUCTION ACTIVITY TAKING PLACE

ANY SOD DISTURBED ON ADJACENT
PROPERTY SHALL BE RESTORED TO
PRE-CONSTRUCTION CONDITION BY THE
CONTRACTOR.

ALL NUISANCE, EXOTIC VEGETATION SHALL BE ERADICATED & REMOVED FROM ENTIRE SITE

FLOOR PLAN



[illegible]

FOLIO_NUMB	NAME	ADDRESS_LI
514004130010	COQUINA STATION LLC% PHILLIPS EDISON GROUP LLC	11501 NORTHLAKE DR
514004130011	COQUINA STATION LLC% PHILLIPS EDISON GROUP LLC	11501 NORTHLAKE DR
514004130012	SWR REALTY LLC	6650 DYKES RD
514004130013	RANCHES AUTO CARE & TIRE INC% BRIDGESTONE FIRESTONE/TAX	99 CORTE DEL BRISAS
514004130014	LOWES HOME CENTERS INC% TAX DEPT NB3TA	1000 LOWES BLVD
514004130015	CUBESMART LP	PO BOX 320099 PTA CS #721
514004130016	ALMAR DEVELOPMENT LLC	12200 NW 7 ST
514004130017	SW RANCHES 6670 LLC	12391 PEMBROKE ROAD
514004130020	FLORIDA POWER & LIGHT COATTN PROPERTY TAX - PSX/JB	700 UNIVERSE BLVD
514004130021	MG SOUTHWEST RANCHES LLC	3301 NE 1 AVE #109
514004130022	COQUINA STATION LLC% PHILLIPS EDISON GROUP LLC	11501 NORTHLAKE DR
514004130023	SOUTH BROWARD DRAINAGE DISTRICT	6591 SW 160 AVE

514004130030	MCDONALD'S CORPORATION% NCB INC	7301 SW 57 CT STE 520
514004130050	SE PETRO ONE LLC	6867 SOUTHPOINT DR N STE 101
514004130060	COQUINA STATION LLC% PHILLIPS EDISON GROUP LLC	11501 NORTHLAKE DR
514004130080	MGT SOUTHWEST RANCHES LLC% REAL ESTE PROPERTY TAX	PO BOX 1159

CITY	STATE	ZIP	ZIP4
CINCINNATI	OH	45249	
CINCINNATI	OH	45249	
SOUTHWEST RANCHES	FL	33331	
MARATHON	FL	33050	
MOORESVILLE	NC	28117	
ALEXANDRIA	VA	22320	
PLANTATION	FL	33325	
PEMBROKE PINES	FL	33025	
JUNO BEACH	FL	33408	
MIAMI	FL	33137	
CINCINNATI	OH	45249	
SOUTHWEST RANCHES	FL	33331	

MIAMI	FL	33143	
JACKSONVILLE	FL	32216	8005
CINCINNATI	OH	45249	
DEERFIELD	IL	60015	

LEGAL

COQUINA FLATS 155-29 BPARCEL 'A' LESS PT DESC'D AS,COMM AT NW COR OF PARCEL A,E ALGN/L 493.66 TO POB,CONT E 400.09,SLY 350.08,W 400.09,N 350.08 TOPOB LESS PARTS K/A OUTPARCELS 2,3,5,6,7 & 8 & LESS PART DESC'DIN OR 28925/1892,OR 29865/602,OR 31278/1965 & OR 31570/1563 &OR 32994/1625 & LESS OR36500/281 & 39381/1876

COQUINA FLATS 155-29 BPART OF PARCEL A DESC'D AS,BEGAT SE COR OF PARCEL A,W 430.06,N216.20,WLY 177.79 TO P/C,SWLY82.14,SLY 93.57,S 101.16,W 60.00N 98.46,NLY 148.93,WLY 529.14 TOPT ON W/L,N 44.00,ELY 532.46,NLY323.25,W 320.47,WLY 217.79 TO PT ON W/L,NLY 75.98,ELY 284.93,SELY253.20,ELY 718.18 TO PT ON E/LOF PARCEL A,S ALG E/L 649.63 TOPOB

COQUINA FLATS 155-29 BPOR OF PAR A DESC AS:COMM AT NWCOR OF SW1/4 OF SEC 4;SE ALG W/LOF SW1/4 A DIST OF 1572.30;NE61.04 TO POB NE 66.83;N 215;E 165.77;S 281.34;W 173.99 TOPOB

COQUINA FLATS 155-29 BPART OF PARCEL A DESC'D AS,BEGAT NW COR OF PARCEL A,ELY ALGN/L FOR 302.46,SLY 197.29,WLY290.64,CONT WLY 12.00 TO PT ONE R/W/L OF DYKES ROAD,NLY ALGSAID E R/W/L FOR 197.53 TO POB

COQUINA FLATS 155-29 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,NLY ALGE/L FOR 649.63,WLY 416.67 TO POBCONT WLY 301.51,WLY 253.20,WLY118.66,NLY 560.00,WLY 165.77,NLY100.00,WLY 12.00,NLY 10.00,NELY100.72,NLY 64.21,ELY 882.03,SLY741.17,WLY 44.14,SLY 98.88 TOPOB

COQUINA FLATS 155-29 BPART OF PARCEL A DESC'D AS,COMMAT NW COR OF PARCEL A,ELY ALGN/L FOR 302.46 TO POB,CONT ELYALG N/L FOR 191.20,SLY 350.08,WLY 481.97 TO E R/W/L OF DYKESROAD,NLY ALG SAME FOR 152.79,ELY290.64,NLY 197.29 TO POB

COQUINA FLATS 155-29 BPORTION OF PARCEL A DESC AS:COMMOST SLY SW COR PAR A,E 203.86ALG S/L PAR A TO POB,N 241.40,E144.58,S 244.01,W 146.46 TO POB

COQUINA FLATS 155-29 BPORTION OF PARCEL A DESC AS:COMMAT NW COR OF SW1/4 SEC 4,S ALGW/L FOR 1572.30,E 61.04 TO POB,E 173.98,S 278.66,W 178.27,NE61.19,N 100,NW 37.95,N 49,NE33.89 TO POB

COQUINA FLATS 155-29 BPART OF PARCEL A DESC'D AS,COMMAT NW COR OF PARCEL A,ELY ALGN/L 493.66 TO POB,CONT E 400.09,SLY 350.08,W 400.09,N 350.08 TOPOB

COQUINA FLATS 155-29 BPOR PAR A DESC AS COMM MOST SLYSW COR OF SAID PAR A;E 575.79 TOPOB N 101.16,NW 93.57,NELY ARCDIST 82.14,E 177.79,S 216.20,W 102.67,S 30,W 119.84 TO POBAKA:OUT PARCEL 2

COQUINA FLATS 155-29 BPART OF PARCEL A DESC'D AS,BEGAT NE COR OF PARCEL A,S ALG E/L1182.07,WLY 372.50,NLY 1190.10TO PT ON N/L PARCEL A,ELY 372.58TO POB,LESS PART DEEDED TO SOUTHBROWARD DRAINAGE DISTRICT INOR 30942/5AKA:LAKE BANK ADJ TO RETENTION AREA

COQUINA FLATS 155-29 BPART OF PARCEL A DESC'D AS,COMMAT NE COR OF PARCEL A,S 68.94,W40.00 TO POB,S 1087.53 TO P/C,SW15.71,W 272.50 TO P/C,NW 15.71,NLY 1093.43 TO P/C,NE 15.92,ELYALG LINE 60.00 S OF N/L PARCEL AFOR 272.56,SELY 15.49 TO POBAKA:MASTER STORM WATER RETENTIONAREA

COQUINA FLATS 155-29 BPOR PAR A DESC AS COMM MOST SLYSW COR OF SAID PAR A;E 350.32 TOPOB N 244.01 ,E 158.36,SE 148.93S 98.46,W 165.47 TO POBAKA:OUT PARCEL 3

COQUINA FLATS 155-29 BPOR PAR A DESC AS:BEG AT MOSTSLY SW COR SAID PAR A;NW 38.87TO E LINE OF DYKES RD;NE 40.34,NW 170;E 226.20,S 241.40,W203.86 TO POBAKA:OUT PARCEL 5

COQUINA FLATS 155-29 BPART OF PARCEL A DESC'D AS,COMMAT MOST SLY SW COR OF PARCEL A,NW ALG W/L 38.78 TO E R/W/L OFDYKES RD,NLY 40.34,NLY 213.95,ELY 212.79 TO POB,NLY 354.04,ELY320.47,SLY 323.25,WLY 319.66 TOPOBAKA:OUT PARCEL 6

COQUINA FLATS 155-29 BPOR PAR A DESC AS COMM AT MOSTSW COR PAR A,NW 38.78,NE 40.34,N217,W 12,N 12.04,NE 100.55,N61.96 TO POB,CONT N 76.52,N100.52,E 217.79,S 354.04,W212.79,N 3.04,W 12,N 12.64,NE 100.55,N 61.96 TO POBAKA:OUTPARCELS 7 & 8

PROCLAMATION
2024 Paris Olympics – Zen Elite Equestrian Center– Adrienne Lyle and Endel Ots

WHEREAS, the Equestrian Lifestyle has been a central focus of the Town of Southwest Ranches, Florida since it's incorporation on June 6, 2020 and

WHEREAS, Zen Elite Equestrian Center has been an integral part of the Town since October, 2020 providing an exceptional training facility for equestrians of various ages; and

WHEREAS, two horses and their riders from Zen Elite Equestrian Center have been named to the United States Dressage Team for the 2024 Olympic Games in Paris; and

WHEREAS, Adrienne Lyle, a Tokyo 2020 team dressage Olympic silver medalist (Salvino), has been with Zen Elite Equestrian Center for four years and will compete with Helix, a 12-year-old Dutch bred chestnut gelding; and

WHEREAS, Endel Ots, who has been with Zen Elite Equestrian Center for four years, will make his Olympic debut at Paris 2024 with Bohemian, a 14-year-old Westphalian chestnut gelding who competed at Tokyo 2020 with Cathrine Laudrup-Dufour (DEN), finishing fourth individually; and

WHEREAS, the 2024 Paris Olympics opening ceremonies begin July 26, 2024, and the equestrian events begin on July 27, 2024 through August 6, 2024; and

WHEREAS, the Town of Southwest Ranches Town Council is extremely proud that these riders and horses will represent the United States and the Town of Southwest Ranches in the 2024 Paris Olympics and we encourage all residents to watch these events and cheer on our hometown representatives.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Southwest Ranches, do hereby congratulate and recognize, Adrienne Lyle, Helix, Endel Ots, Bohemian and Zen Elite Equestrian Center.

Dated this 25th day of July, 2024

STEVE BREITKREUZ, MAYOR

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

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

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

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 7/25/2024
SUBJECT: Capital Improvement Element Update

Recommendation

Recommend that the Town Council adopt the updated Five-Year Schedule of Capital Improvements.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

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

Background

State review

The State Land Planning Agency did not issue any comments or objections for the amendment. FDOT District 4 is the only reviewing agency that issued comments. Those comments, which are strictly advisory, are included in the agenda packet.

Council action at first reading:

Policy 1.1-c:

- >Changed supermajority vote requirement to majority vote.
- >Deleted prohibition of approving any bond issue or refinancing of a bond issue with a call date.

Policy 1.1-d:

> Deleted reference to presenting proposed changes in fiscal policies at budget workshops and replaced with, “as necessary.”

Background

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements (“Schedule”) within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

At this time, the Comprehensive Planning Advisory Board is in the process of recommending updates to the entire comprehensive plan. The proposed amendment to the Schedule is accompanied by housekeeping amendments to the adopted goals, objectives and policies as part of the Board’s effort to update the plan. The Board reviewed the proposed Schedule update and recommended its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

Jeff Katims, AICP, CNU-A, Town Planner
Emily McCord Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Ordinance Second Reading	7/19/2024	Ordinance
Ordinance Exhibit (text amendment language)	7/18/2024	Ordinance
FDOC Letter	7/16/2024	Exhibit
FDOT comments	7/16/2024	Exhibit

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ORDINANCE 2024 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024-2028 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule of Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Town Council determined that portions of the adopted Capital Improvements Element should be amended; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on May 23, 2024, and recommends that the Town Council adopt the updated Schedule and CIE amendments.

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

SECTION 1: Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2: Amendment. That the Capital Improvements Element, including the Five-Year Schedule of Capital Improvements, is hereby updated as shown in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 3. Transmittal. The Town Planner is hereby directed to transmit the amendment to the state land planning agency under the expedited state review procedure.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the

extent of such conflict.

SECTION 5. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions or this Ordinance.

SECTION 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the Town that the adopted plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

PASSED ON FIRST READING this 23rd day of May, 2024 on a motion made by Council Member Hartmann and seconded by Vice Mayor Kuczenski.

PASSED ON SECOND READING this ____ day of _____, 2024 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.029.2024

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m
- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c
- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

CIE POLICY 1.1-c: The following standards regarding debt payment service per annum shall be adhered to except by simple majority vote of the Town Council:

- The total debt service shall not exceed 15% of the Town's total revenues per annum.
- The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.
- The Town Council shall not approve any bond issue or refinancing of a bond issue with a prepayment penalty.
- The Town Council shall not approve any refinancing of a bond issue that extends the term of the original debt.

CIE POLICY 1.1-d: The Town Council should review its fiscal policies and procedures annually during the budget process and present any proposed/recommended changes as necessary.

CIE POLICY 1.1-e: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

CIE POLICY 1.1-f : A developer shall construct all public facilities and improvements thereto required to accommodate the portion of their development's impact that exceeds adopted level of service standards. Alternatively, the Town may accept payment in lieu of construction if the applicable improvement is programmed in the CIP. Administration of this policy shall be in compliance with requirements in F.S. 163.3180, as may be amended from time to time.

CIE Policy 1.1-g: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-h: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan, adopted (Amendment No. 20-02ESR, July 14, 2020), and the capital projects described

therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-i: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 20-01ESR, August 25, 2020) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-j: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: Pursuant to the ILA, the uniform, district-wide LOS shall be as follows:

School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 110% FISH capacity

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five-year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

Measurement:

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long-Range Transportation Plan
- FDOT's Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such

improvements are required in order to maintain the Town's adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District's Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Coordinate Town-developed tertiary drainage systems with the Central Broward Water Control District and the South Broward Drainage District.
3. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
4. Evaluate the public benefits of annexing lands into the Town.
5. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
6. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
7. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
8. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County Trafficways Plan.
9. Reserved.
10. Develop and maintain a tertiary drainage plan for all the areas within the Town.
11. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.
12. Implement the capital improvements identified in this Comprehensive Plan

as may be updated from time to time.

13. Determine the feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2024 - FY 2028

FUND	FY 2024			FY 2025			FY 2026			FY 2027			FY 2028			Total
	AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		
	General Fund Total			FY 2024	-		FY 2025	-		FY 2026	-		FY 2027	-		
		Fire Wells Replacement and Installation		20,000	FA		20,000	FA		20,000	FA		20,000	FA		100,000
		Town Hall Multi-Purpose Storage Building		50,000	ARPA		-	NF		-	NF		-	NF		50,000
		Public Safety Facility\Emergency Operations Center (EOC)		430,500	ARPA		-	NF		-	NF		7,600,000	NF		8,030,500
		Dykes Road Piping		514,780	ARPA		-	NF		-	NF		-	NF		514,780
		GF-FB		1,058,293	ARPA		-	NF		-	NF		-	NF		1,058,293
FUND	Capital Projects Fund Total															
		SW Meadows Sanctuary Park - Grant Requirements		45,000	CIP-FB		308,031	NF		318,406	NF		318,406	NF		1,308,249
		Rolling Oaks Passive Open Space Park Parking Area Lighting		45,000	NF		-	NF		-	NF		-	NF		45,000
		Town Wide Parks Master Plan		50,000	NF		-	NF		-	NF		-	NF		50,000
		Frontier Trails Conservation Area		125,000	NF		223,500	NF		841,500	NF		841,500	NF		2,721,150
		Country Estates Fishing Hole Park		150,000	NF		175,000	NF		229,575	NF		270,425	NF		1,065,000
		Calusa Corners Park		296,000	NF		503,225	NF		211,000	NF		211,000	NF		1,416,725
FUND	Transportation Fund Total															
		Flashing Speed Limit Signs		66,000	GF Tfr		66,000	GF Tfr		66,000	GF Tfr		-	NF		198,000
		Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax		295,000	GF Tfr		155,000	GF Tfr		155,000	GF Tfr		155,000	GF Tfr		915,000
		Southwest Meadows Sanctuary Water Quality and Drainage Project		750,000	G, GF Tfr		-	NF		-	NF		-	NF		750,000
		Drainage Improvement Projects: Non-Surtax		1,300,216	G, GF Tfr, TFB		138,000	GF Tfr		138,000	GF Tfr		138,000	GF Tfr		1,852,216
		Pavement Striping and Markers		20,000	NF		20,000	NF		20,000	NF		20,000	NF		100,000
		Guardrails Installation Project		450,000	NF		400,000	NF		205,000	NF		-	NF		1,260,000
	PROJECT TOTALS			\$5,665,789			\$2,008,756			\$2,047,556			\$2,138,481			\$21,434,913

Funding Source Code	Funding Source Name
ARPA	American Recovery Plan Act
CIP-FB	Capital Projects Fund Fund Balance
FA	Fire Assessment
G	Grant Funding
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Fund Balance

The following documents are hereby incorporated by reference:

*Broward County Capital Improvement Program for FY 2024-2028

* Broward County Transportation Improvement Program for FY 2024 – 2028

* Broward County MPO Cost Feasible Long-Range Transportation Plan 2045

*FDOT Adopted Work Program FY 2024 – 2028

* City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply. will be provided for the limited number of properties that are or will be served by City of Sunrise.

* Cooper City 10-year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

*District Educational Facilities Plan adopted by the Broward County School Board on September 25, 2023

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July 12, 2024

The Honorable Steve Breitkreuz
Mayor, Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

Dear Mayor Breitkreuz:

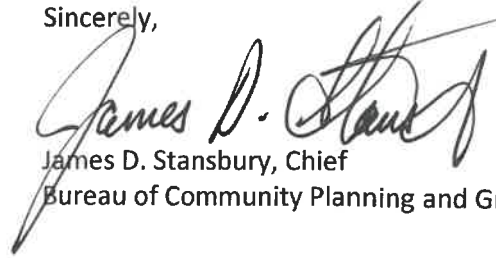
The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the Town of Southwest Ranches (Amendment No. 24-01ESR) received on June 12, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Town is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Town. **If the Town receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Christina Nazaire, Planning Analyst, by telephone at (850)-717-8532 or by email at christina.nazaire@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /cn

Enclosure(s): Procedures for Adoption

cc: Russel Muñiz, Town Administrator, Town of Southwest Ranches
Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

July 12, 2024

Russell Muñiz, MBA, MPA, Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

**RE: Town of Southwest Ranches Proposed Comprehensive Plan Amendment
(State Reference Number: Southwest Ranches 24-01ESR)**

Dear Mr. Muñiz:

The Florida Department of Transportation (Department) reviewed the proposed Comprehensive Plan Amendment, **Southwest Ranches 24-01ESR**, pursuant to Section 163.3184(3), Florida Statutes (F.S.). This amendment proposes to amend the Capital Improvements Element (CIE) by adopting an updated Five Year Capital Improvement Plan for Fiscal Years 2024 to 2028, and replacing "MPO" with "Trafficways Plan" in Consideration #8 of the CIE's Implementation Section, to read as follows:

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

8. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County Trafficways Plan.

The Department met with the Town on July 1, 2024, to discuss transportation matters related to the amendment. Through this discussion, it is our understanding that the proposed amendment is technical in nature and does not affect the policy. Furthermore, it is the Department's understanding that the intent of Consideration #8, if fully realized, would result in the complete removal of both SW 172nd Avenue and Dykes Road / SW 160th Avenue from the Broward County Trafficways Plan (Trafficways Plan). Based on this understanding, Consideration #8, if implemented, could have significant adverse impacts to transportation resources or facilities of state importance, including the Strategic Intermodal System (SIS) roadway facilities, Interstate 75 (I-75) / State Road (SR) 93 and U.S. Route 27 (US 27) / SR 25. As such, the Department is issuing technical assistance comments at this time.

Consistent with Section 163.3168(3), F.S., these technical assistance comments will not form the basis of a challenge. These comments are intended to strengthen the Town's comprehensive plan to foster a vibrant, healthy community and are designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

In accordance with Section 163.3184(3)(b)2, F.S., the focus of our review was on important state resources and facilities that could be adversely impacted by the amendment should Consideration #8 be implemented.

Technical Assistance Comment #1

The Town is proposing to make changes to the Trafficways Plan that could adversely impact important state resources and facilities, including the SIS roadway facilities, I-75 / SR 93 and US 27 / SR 25. The current Trafficways Plan, revised September 22, 2022, depicts three roadways located west of I-75 / SR 93 and east of US 27 / SR 25 that serve as north-south connections between Griffin Road and Sheridan Street (Figure 1). From east to west, those roads are Dykes Road / SW 160th Avenue, SW 172nd Avenue, and SW 184th Avenue. The Trafficways Plan designates the right-of-way width per roadway as such, SW 172nd Avenue as a 94-foot Collector, Dykes Road / SW 160th Avenue as a 110-foot Arterial, and SW 184th Avenue as a 106-foot Arterial. Two of these three roadways, SW 172nd Avenue and Dykes Road / SW 160th Avenue, are existing two-lane roadways that provide connectivity to adjacent municipalities and support local trips within the Town. Presently, the third roadway depicted in the Trafficways Plan, SW 184th Avenue, remains unconstructed.

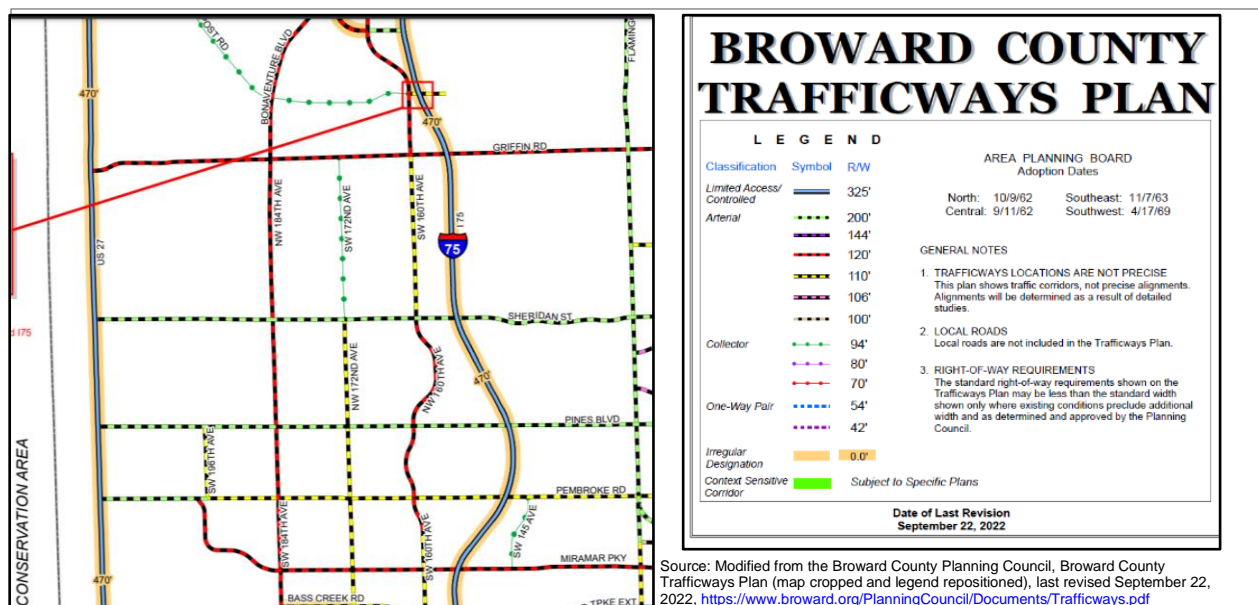


Figure 1. Broward Trafficways Plan (US-27 to I-75 focus area), Broward Planning Council (9/22/2022)

Maintaining additional roadway capacity and connectivity within and external to the Town is expected to increase and improve mobility between local, county, and state transportation facilities. The future SW 184th Avenue is expected to further mobility throughout the county. Yet, since it has yet to be constructed, should the extent of traffic delays and building encroachment burdens on SW 172nd Avenue and Dykes Road / SW 160th Avenue worsen, local vehicular trips that would otherwise be absorbed through the local street network may divert outside of the Town boundaries to the state highway system onto I-75 / SR 93 or US 27 / SR 25. Although the state facilities have greater capacity, their efficiencies could become unnecessarily congested in the absence of appropriate local roadway systems.

The regional value of providing increased roadway connectivity between Griffin Road and Sheridan Street is supported in the currently adopted Broward Metropolitan Planning Organization (MPO) long-range transportation plan, 2045 Metropolitan Transportation Plan (MTP) (Figure 2),

which identifies the future SW 184th Avenue (from Griffin Road to Sheridan Street) as a two-lane roadway project Unfunded Need, for the 20-year planning horizon, years 2025 to 2045, estimated to cost \$17,750,202 (2019\$) (Table 5-4, p. 5-28, 02/08/2024).

The Broward MPO identified this future two-lane SW 184th Avenue roadway as a projected transportation need that has not yet been allocated a dedicated funding source within the current 20-year planning horizon. As such, deleting rights-of-way protections along SW 172nd and Dykes Road / SW 160th Avenue could limit opportunities to improve these existing roadways in the future.

**Table 5-4: 2045 Roadway Plan (2025–2045)
(Funded and Unfunded Projects) (cont'd)**

Ref. ID	Project Sponsor	Jurisdiction	Project Name	Project Limits	Project Description	Total Cost (2019\$)	Timeframe for Implementation			
							2025	2026/30	2031/35	2036/45
133	Town of Southwest Ranches	Non-State	SW 184th Ave	Bonaventure Blvd in Weston at Griffin Rd and south to SW 184th Ave at Sheridan St in Pembroke Pines	Construct new 2-lane road from Griffin Rd south to Sheridan St.	\$17,750,202	Unfunded			

Source: 2045 Metropolitan Transportation Plan, Broward MPO, Table 5-4: 2045 Roadway Plan (2025–2045) (Funded and Unfunded Projects) [modified for brevity], Reference ID. 133, page 5-28, dated 2/8/2024
https://www.browardmpo.org/images/WhatWeDo/2045_MTP/Amendment_No._04/MTP_Final_Report_Amend_04_02082024.pdf

Figure 2. Broward MPO - 2045 Metropolitan Transportation Plan, Reference ID. 133 from Table: 5-4, 2045 Roadway Plan (2025-2045) (Funded and Unfunded Projects), Broward MPO, 2/8/2024

Resolution to Technical Assistance Comment #1

The Department encourages the Town to support and facilitate opportunities to further develop its internal and interjurisdictional network of roadways, due to the identified regional transportation benefits those roads could provide to the Town. To resolve Technical Assistance Comment #1, the Department recommends that the proposed Consideration #8 of the CIE Implementation (Section 2), be removed or rephrased in a manner encouraging the inclusion of SW 172nd Avenue and Dykes Road / SW 160th Avenue in the Trafficways Plan, at least until the SW 184th Avenue roadway linking Griffin Road and Sheridan Street is constructed and open to traffic.

Given that the adopted Trafficways Plan establishes the transportation rights-of-way protection requirements throughout Broward County, including these roadways as mentioned serves “to ensure that the rights-of-way necessary to accommodate all modes of Broward County’s future transportation needs are available” (BrowardNext, Land Use Plan, Policy 2.17.2), and provides the basis for protecting transportation rights-of-way needs from building encroachment, as well as the framework for funding rights-of-way acquisitions where land dedication is not possible (BrowardNext, Transportation Element, Policies T3.4.2.1-T3.4.2.4).

Technical Assistance Comment #2

The proposed amendment could adversely impact the local and regional transportation network’s resilience to environmental hazards and access to emergency response services, including during extreme flooding events. Maintaining the protection of future rights-of-way for SW 172nd Avenue and Dykes Road / SW 160th Avenue is important from a transportation network and environmental resilience perspective. Examples of adverse impacts related to development encroachment on

the current limited roadway system include fewer route choices, potential for delayed access and responses to emergencies, limited safe and efficient evacuation routes during High-Tide Flooding (HTF) events, and the potential cost burdens on lives and properties.

Figure 3 depicts a Resilience Report map of the Town of Southwest Ranches, created using the Department's Area of Interest Tool on June 20, 2024. This Resilience Report map of the Town indicates the locations and extent of potential water inundation from tide levels established by the National Oceanic and Atmospheric Administration's (NOAA's) National Ocean Service data (2016), which are designated as Minor, Moderate, and Major High Tide Flooding (HTF). Additionally, Figure 3 depicts the areas within the Town's jurisdictional limits that are designated as Federal Emergency Management Agency (FEMA) 100-Year (Base Year) and 500-Year Floodplain Hazard Areas.

According to the below Resilience Report map, the Town has a significant portion of land areas within designated FEMA 100-Year Floodplain areas and contains multiple smaller pockets of identified land areas designated as vulnerable to NOAA Major and Moderate HTF events.

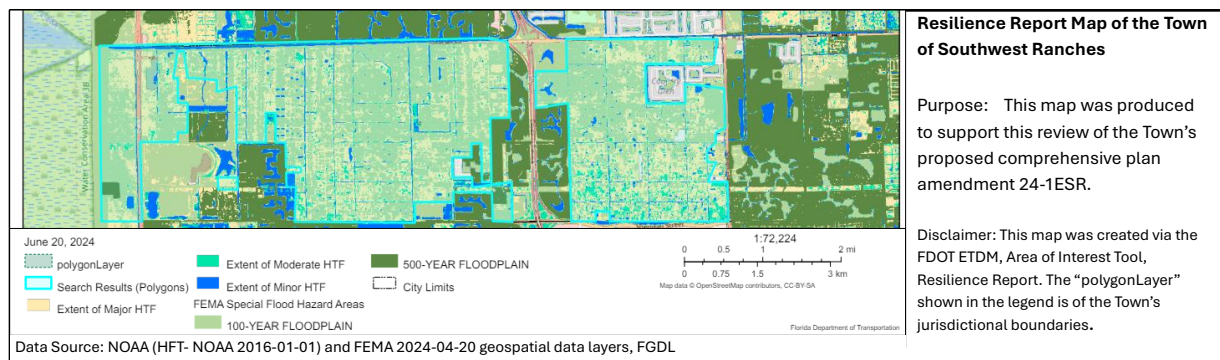


Figure 3. Town of Southwest Ranches, Resilience Report Map (June 20, 2024)

Resolution to Technical Assistance Comment #2

The resolution to this comment should be the same as the Resolution to Technical Assistance Comment #1. The Department considers resilience as an essential component of community planning to provide sustainable transportation systems. Guidance on resilience policy and planning for resilient transportation systems can be found on the Department's Resilience webpage via the following URL: <https://www.fdot.gov/planning/policy/resilience/default.shtm>.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, along with the supporting data and analysis, be transmitted within ten (10) working days after the second public hearing to d4-planningreviews@dot.state.fl.us.

If you have any questions, please do not hesitate to contact me via laurie.harari@dot.state.fl.us or by telephone at (954) 777-4294.

Sincerely,



Laurie Harari, MURP, AICP
Planning Specialist II
FDOT District Four

cc: D4 Planning Reviews (d4-planningreviews@dot.state.fl.us) – FDOT District Four
DCP External Agency Comments (dcpexter@commerce.fl.gov) – FloridaCommerce
Terri Stoutamire, Review Team (Terri.Stoutamire@Commerce.fl.gov) – FloridaCommerce
Jeff Katims, AICP, CNU-A, Principal – Complete Cities Planning Group
Jennifer Carver, AICP, Statewide Resilience Planning Coordinator – FDOT Central Office
Tony Frye, State Transportation Resilience Officer – FDOT Central Office
Lois Bush, Senior Policy Planning Analyst – FDOT District Four

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

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

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

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Russell C. Muñiz, Town Administrator
DATE: 7/25/2024
SUBJECT: FPL Staging Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

In the event of a mass power outage, FPL needs temporary staging areas for employees and equipment to be deployed to restore power and the Town is willing to allow FPL to utilize the Town owned Southwest Meadows Preserve 5 acre site to serve as a temporary staging area in order for FPL to restore electric service.

Under the terms of the Agreement, FPL is only utilizing the vacant land, which will be completely restored following its use.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell C. Muñiz, Town Administrator
Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2024	Resolution
Agreement - Exhibit "A"	7/17/2024	Exhibit

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT FLORIDA POWER & LIGHT COMPANY (FPL) FOR UTILIZATION OF SOUTHWEST MEADOWS PRESERVE AS A TEMPORARY STAGING AREA TO ENABLE EMERGENCY RECOVERY OPERATIONS FOLLOWING A MASS POWER OUTAGE; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the event of a mass power outage, FPL needs temporary staging areas for employees and equipment to be deployed to restore power; and

WHEREAS, the Town is willing to allow FPL to utilize the Town owned Southwest Meadows Preserve 5 acre site to serve as a temporary staging area in order for FPL to restore electric service; and

WHEREAS, under the terms of the Agreement, FPL is only utilizing the vacant land, which will completely restored following its use; and

WHEREAS, the Town of Southwest Ranches desires to enter into this Agreement with FPL under the terms and conditions set forth therein.

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

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

Section 2. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and FPL for utilization of the Southwest Meadows Preserve as a temporary staging area in the of event of any disaster resulting in widespread loss of electrical service as outlined in the Agreement attached hereto, and incorporated herein by reference, as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 25th day of July 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.040.2024

STAGING AREA AGREEMENT

THIS STAGING AREA AGREEMENT is made and entered into as of the ____ day of July, 2024 ("**Agreement**") by and between The Town of Southwest Ranches, a municipal corporation of the State of Florida, located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("**Grantor**") and Florida Power & Light Company, a Florida corporation with an address at 700 Universe Blvd., Juno Beach, FL 33408 ("**FPL**")

WITNESSETH:

WHEREAS, in the event of disasters such as major storms, hurricanes, other natural disasters, and military or civil disturbances, FPL will require temporary staging areas from time to time in the communities to park trucks and stage employee vehicles and to act as show-up sites for employees of FPL, its contractors, and other utilities assisting FPL, and

WHEREAS, the staging areas will be secured by FPL against theft, vandalism, and site abuse, and temporary lighting will be provided by FPL and used during darkness, and

WHEREAS, Grantor is willing to provide a staging area for as long as reasonably necessary for FPL to reinstall electric service, and

WHEREAS, FPL agrees that upon the completion of the company's storm restoration, the staging area will be returned to its previous condition.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to FPL the use and control of the staging area described in **Exhibit A** to perform the functions described in the recitals above on an "as needed" basis and that no compensation or other consideration is to be provided by either party.

2. FPL agrees to protect, defend, indemnify and hold Grantor, its tenants, and their officers, directors, partners, affiliates, subsidiaries, employees, agents, and servants ("**Grantor Entities**") free and unharmed from and against any and all third party claims (including employees of FPL, other utilities assisting FPL, and its contractors), claims, liabilities, losses, costs, property damage, personal injury, bodily injury or death or damages whatsoever, including court costs and reasonable attorneys' fees resulting from or in connection with the use of the staging area by FPL and its contractors, including ingress and egress thereto, unless such claims are caused by Grantor's intentional acts or negligence. FPL will also reimburse Grantor Entities for damages sustained as a result of the negligence of its employees or the employees of its contractors or other utilities assisting FPL.

3. FPL will provide at its sole cost any surface improvements it deems necessary for the effective use of the area, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, FPL will

restore at its sole cost the property to at least its original condition. If Grantor shall elect to supply water, gas, electricity, or any other utility service, FPL agrees to purchase same from Grantor and to pay the reasonable charges therefor when bills are rendered at the applicable rates. FPL shall use reasonable diligence in the conservation of these utilities.

4. This Agreement shall be for a term of one (1) year commencing on the date set forth above and automatically renewed from year to year thereafter until one party gives the other party ninety (90) days written notice prior to the anniversary date that the Agreement will not be renewed for the following year.

5. The parties knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of either party.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Grantor:

Town of Southwest Ranches

Steve Breitzkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.041.2024

FPL:

Florida Power & Light Company
A Florida corporation

By: _____
Name: _____
Title: _____

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EXHIBIT A

Description of Staging Area

As an attachment to the Staging Area Agreement between made and entered into as of the ____ day of July, 2024 by and between The Town of Southwest Ranches, a State of Florida municipal corporation ("**Grantor**") and Florida Power & Light Company, a Florida corporation ("**FPL**").

An area described on this date as the vacant stabilized five acre site located on the Town's Southwest Meadows Preserve site, generally located at 16290 Griffin Road, which shall not include use of the site's improvements, including, but not limited to, its bathroom facility.



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

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

Town Council
Steve Breitkreuz, Mayor

David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 7/25/2024
SUBJECT: Agreement with Tetra Tech, Inc. for Disaster Recovery Management Services

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

Pursuant to Resolution No. 2021-085, the Town Council entered into a cooperative agreement with Witt O'Brien's, LLC for Disaster Debris Management and Removal Services based upon the Town of Davie Agreement RFP-B-17-58. However, Witt O'Brien's, LLC no longer provides Monitoring Services of Debris Removal. Therefore, the Town has the need to procure the services of a qualified contractor to provide Monitoring Services of Debris Removal Contracts.

The City of Tamarac, Florida competitively solicited bids pursuant to RFP 24-05R Disaster Recovery Management Services. Tamarac thereafter selected Tetra Tech, Inc. in accordance with the requirements of the bid and Florida law.

The Town desires to enter into a Cooperative purchasing Agreement with Tetra Tech, Inc., based on the City of Tamarac Agreement, to provide Disaster Recovery Management Services on an as-needed basis.

Fiscal Impact/Analysis

The Town’s Legal and Financial Services Departments have reviewed the contract to ensure it meets the updated federal and state procurement requirements.

Disaster Recovery Management Services (DRMS) following a debris generating event, such as hurricane, is necessary to assure debris removal contractors operate in compliance with contracts and in accordance with state and federal reimbursement programs, including but not limited to FEMA. Implementing a DRMS ensures the Town to receive assistance from State and Federal reimbursement programs with no cost to the Town assuming full (100%) State and Federal reimbursement.

No anticipated additional cost to the Town assuming full (100%) Federal and/or State reimbursement. It's important to note that there has been circumstances in which the rate of reimbursement has been 75% (Fed/State) and 25% (Town). Additionally, the Town is responsible to fund the cost until reimbursement process is completed. As this process may take years, the Town currently has an emergency line of credit with TD Bank for up-to \$20 million.

Staff Contact:

Christina Semeraro, Town Procurement Officer
Rod Ley, P.E., Public Works Director
Emil C. Lopez, Town Financial Administrator
Emily McCord, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2024	Resolution
Agreement	7/17/2024	Agreement
Exhibit - Tamarac Resolution	7/17/2024	Exhibit
Exhibit - Tamarac RFP	7/17/2024	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO A COOPERATIVE PURCHASING AGREEMENT WITH TETRA TECH, INC., BASED ON THE CITY OF TAMARAC AGREEMENT, TO PROVIDE DISASTER RECOVERY MANAGEMENT SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2021-085, the Town Council entered into a cooperative agreement with Witt O'Brien's, LLC for Disaster Debris Management and Removal Services based upon the Town of Davie Agreement RFP-B-17-58; and

WHEREAS, Witt O'Brien's, LLC no longer provides Monitoring Services of Debris Removal; and

WHEREAS, the Town of Southwest Ranches has the need to procure the services of a qualified contractor to provide Monitoring Services of Debris Removal Contracts; and

WHEREAS, the City of Tamarac, Florida competitively solicited bids pursuant to RFP 24-05R Disaster Recovery Management Services, as needed; and

WHEREAS, the City of Tamarac thereafter selected Tetra Tech, Inc. in accordance with the requirements of the bid and Florida law; and

WHEREAS, the City of Tamarac Council, pursuant to Resolution 2024-054, accepted the negotiated agreement with Tetra Tech, Inc. ("Tetra Tech Agreement" attached EXHIBIT "A"); and

WHEREAS, the Town's Legal and Finance Departments have reviewed the contract to ensure it meets the updated federal and state procurement requirements to ensure reimbursement in the event of a disaster; and

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

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

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

Section 2. The Town Council hereby approves entering into an Agreement with Tetra Tech, Inc. to provide Disaster Recovery Management Services to the Town, in accordance with the contract attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Town contract in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

Ranches, Florida, this _____ day of _____ 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.044.2024

**COOPERATIVE AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
TETRA TECH, INC.**

This Agreement is entered by and between the Town of Southwest Ranches ("Town") and Tetra Tech Inc. ("Contractor") for Disaster Recovery Management Services based upon the City of Tamarac, FL Agreement entered into pursuant to RFP No. 24-05R as amended and attached hereto and made a binding part hereof by this reference, with the addition of the following specific terms:

1. This Agreement includes the solicitation Terms and Conditions, Specifications/Scope of Work, Required Forms, associated addenda, and the Contractor's solicitation response, collectively referred to as the "Cooperative Contract."

2. The Cooperative Contract was competitively solicited and awarded by the City Commission of the City of Tamarac, Florida Resolution No. R 2024-054 approved June 10, 2024. The Contractor has exhibited by its response to the solicitation number RFP No. 24-05R that it can provide the required services and agrees to provide the required services to the Town and the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and to be bound by the terms of this Agreement.

SECTION 1. DEFINITIONS

The following terms in the Cooperative Contract are hereby re-defined for purposes of this agreement as follows:

"City" shall be redefined as: "Town" – the Town of Southwest Ranches, a municipal corporation of the State of Florida.

SECTION 2. EFFECTIVE DATE

This Agreement is effective upon the respective dates under each signature herein.

SECTION 3. INITIAL CONTRACT PERIOD AND RENEWAL

Pursuant to Section 4 of the Cooperative Contract:

The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon date of award by the Town and shall expire three (3) years from that date; however, the Cooperative Contract may be terminated by the Town at any time for any reason by

providing seven (7) day written notice. If not terminated by the Town sooner, upon completion of the first three (3) year period, the Town reserves the right to renew the Contract for up to two (2) additional three (3) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town Council.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement and Contracts Manager. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

SECTION 4. PRODUCTS, SERVICES, AND PRICING

The Contractor will provide to the Town products, services, and pricing as specified in the Cooperative Contract.

SECTION 5. CONTRACT PROVISIONS

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified, supplemented, or specified herein.

SECTION 6. NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

ATTN: Contracts and Legal Department
Tetra Tech, Inc.
2301 Lucien Way

Suite 120
Maitland, FL 32751
TDR.contracts@tetrattech.com

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this Agreement shall be in the seventeenth judicial circuit in and for Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto. The prevailing party shall receive reasonable attorney's fees and costs at all tribunal levels.

SECTION 8. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 9. CONFLICT

To the extent that any conflict shall arise between the Town Purchase Order or this Agreement and the terms and conditions of the Cooperative Contract, the terms and conditions of this Agreement and/or the Town Purchase Order shall prevail.

SECTION 10. FUND AVAILABILITY AND USE OF CONTRACTOR

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the Town. In its sole discretion, the Town reserves the right to forego use of the Contractor for any project which may fall within the scope of services listed herein.

SECTION 11. EQUAL OPPORTUNITY EMPLOYER

The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 12. AUDITING, RECORDS, AND INSPECTION

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges 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.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this Contract and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

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

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434 0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

SECTION 13. INDEMNIFICATION

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 9.1 of the Cooperative Contract shall survive indefinitely.

- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

SECTION 14. BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget, as applicable. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 15. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

SECTION 16. INSURANCE

The Town of Southwest Ranches shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

SECTION 17. INSPECTOR GENERAL AND ETHICS

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

(2 CFR 200 APPENDIX ii COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of

Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

C. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

D. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

E. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply, propose or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

I. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

J. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related

Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

K. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

L. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

M. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

N. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

O. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

P. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

Q. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

R. PROCUREMENT OF RECOVERED MATERIALS

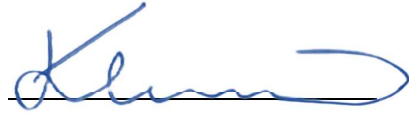
Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

S. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

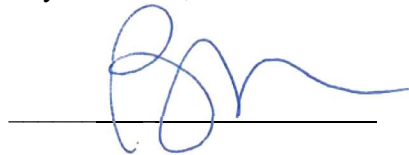
Alongside a signed copy of this Agreement, Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: TETRA TECH, INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2024.

WITNESSES:




Kayla Lemaire, Contract Administrator II



Betty Kamara, Senior Contracts Administrator

CONTRACTOR:

By: 

Jonathan Burgiel, Business Unit President

17th day of July 2024

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitkreuz, Mayor

____ day of _____ 2024

By: _____

Russell Muñiz, Town Administrator

____ day of _____ 2024

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.045.2024

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024 154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED RFP NO. 24-05R AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH TETRA TECH, INC. FOR DISASTER RECOVERY MANAGEMENT SERVICES BASED ON ESTABLISHED CONTRACT FIXED UNIT PRICES; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS, INCLUDING ANNUAL PRICE ESCALATION / DE-ESCALATION PER RFP NO 24-05; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE ASSIGNMENTS AND OTHER AMENDMENTS TO THE AGREEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is vulnerable to a variety of natural disasters including hurricanes and tornadoes; and

WHEREAS, the impact of a major disaster would exceed the ability of City emergency response resources; and

WHEREAS, in the event of a major disaster supplemental resources would be required in order to rapidly restore the City to pre-disaster conditions; and

WHEREAS, Disaster Recovery Management Services following a debris generating event, such as a hurricane, is necessary to assure debris removal contractors operate in compliance with contracts and in accordance with state and federal reimbursement programs, including but not limited to FEMA, FHWA, and NCRS; and

WHEREAS, independent Disaster Recovery Management Services is a critical component in successful debris removal operations; and

WHEREAS, Disaster Recovery Management Services is essential to the justification and documentation of any application for state and federal reimbursement

programs; and

WHEREAS, a Disaster Recovery Management Services agreement with a private sector service provider places a vast array of specialized equipment, personnel and material at the City's disposal in the event of a disaster; and

WHEREAS, the City of Tamarac utilized a competitive procurement process in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.327, "Procurement Standards", and

WHEREAS, on March 20, 2024, the City published RFP No. 24-05R for Disaster Recovery Management Services, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on April 11, 2024, the City received and opened six (6) submittals, and an Evaluation Committee, facilitated by the Assistant Procurement and Contracts Manager and comprised of the Director of Public Services, the Assistant Director of Public Services / Public Works, the Assistant Director / Controller of Financial Services, the City Engineer, and the Code Compliance Manager, reviewed and evaluated the submittal; and

WHEREAS, the Evaluation Committee reviewed and evaluated the submittals per the provisions of RFP 24-05R and subsequently ranked the submittals, a copy of the Evaluation Tabulation is hereto attached as Exhibit 1 and

WHEREAS, based upon the Evaluation Scores the top ranked firm is Tetra Tech, Inc.; and

WHEREAS, the Director of Public Services, the Director of Financial Services and the Procurement and Contracts Manager recommend the City of Tamarac execute an Agreement with Tetra Tech, Inc.; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to execute an Agreement with Tetra Tech, Inc. for Disaster Recovery Management Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof, and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY awards RFP No. 24-05R to Tetra Tech, Inc., and approves an Agreement between the City of Tamarac and Tetra Tech, Inc. ("The Agreement") and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as "Exhibit 2" to provide Disaster Recovery Management Services.

SECTION 3: The appropriate City Officials are HEREBY authorized to extend or renew the Agreement with Tetra Tech, Inc. for Disaster Recovery Management Services including annual escalation / de-escalation, per RFP No. 24-05R; and to approve assignments and other amendments to the Agreement

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this

Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2024



MICHELLE J. GOMEZ
MAYOR

ATTEST:



KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ
DIST 1: COMM. BOLTON
DIST 2: V/M WRIGHT, JR.
DIST 3: COMM. VILLALOBOS
DIST 4: COMM. DANIEL

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YE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.



HANS OTTINOT
CITY ATTORNEY

DISASTER RECOVERY MANAGEMENT SERVICES
Committee Evaluation Totals
Consensus Final Scores

Stage	Weight	DebrisTech, LLC	DISASTER PROGRAM & OPERATIONS, INC.	Rostan Solutions, LLC	Tetra Tech, Inc.	Thompson Consulting Services, LLC	Tidal Basin Government Consulting LLC
Quality of Response	10.00	8.20	6.40	8.40	9.80	8.40	6.20
Experience and Knowledge of Reimbursement Programs, Procedures and Guidelines	20.00	14.80	14.60	17.20	19.60	17.20	13.40
Ability of Firm to Provide Complete Monitoring Services	20.00	17.00	15.60	16.20	19.60	17.60	13.60
Ability to Respond in a Timely Manner with Adequate Resources	20.00	15.20	14.20	16.80	19.40	17.60	13.40
Cost (Price) Evaluation	10.00	8.91	6.94	10.00	8.01	9.34	6.48
Performance on Similar Contracts	20.00	16.60	14.60	17.20	19.80	17.20	15.20
Total:	100.00	80.71	72.34	85.80	96.21	87.34	68.28

Proposer	Score
Tetra Tech, Inc.	96.21
Thompson Consulting Services, LLC	87.34
Rostan Solutions, LLC	85.80
DebrisTech, LLC	80.71
DISASTER PROGRAM & OPERATIONS, INC.	72.34
Tidal Basin Government Consulting LLC	68.28

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AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
TETRA TECH, INC.

THIS AGREEMENT is made and entered into this 10th day of JUNE, 2024 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and TETRA TECH, INC., a Delaware corporation with principal offices located at 3475 E. Foothill Blvd. Pasadena, CA 91107 (the "Contractor") to provide Disaster Recovery Management Services for the City of Tamarac.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid Document No. 24-05R for "DISASTER RECOVERY MANAGEMENT SERVICES", issued by the City of Tamarac on March 21, 2024 including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated April 10, 2024, Attachment A – REQUIREMENTS FOR FEDERAL GRANTS – SECTION A -- PROCUREMENT STANDARDS AND SECTION B -- PART 2, 200 – APPENDIX II and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid 24-05R for "DISASTER RECOVERY MANAGEMENT SERVICES" as issued by City, and the contractor's bid response; Bid 24-05R for "DISASTER RECOVERY MANAGEMENT SERVICES" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

- 2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:
- 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.
 - 2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3. INSURANCE

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:
- General Liability - \$1M/\$2M
 - Automobile – \$1M/\$1M
 - Workers Comp – Statutory

4. CONTRACT TERM

- 4.1** The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon date of award by the City or at a date mutually agreeable with the successful contractor, whichever is later and shall expire three (3) years from that date. Upon completion of the first three (3) year period, the City reserves the right to renew the Contract for up to two (2) additional three (3) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 4.2** In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement and Contracts Manager. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

4.3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Once the Contractor is activated after any event, through the issuance of a Notice to Proceed, the work to be performed under this Agreement shall be commenced not later than the days specified in the City's Notice to Proceed. The work shall be completed

within the time schedule agreed upon by Contractor and City for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents.

5. CONTRACT SUM

Pricing shall conform to the pricing schedule submitted by Contractor, included herein as ATTACHMENT B – FEE SCHEDULE. Unit pricing shall govern for all work performed.

6. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the proposal number, #24-05R, project name, project number, and purchase order number. The City has up to thirty (30) business days to review, approve and pay all invoices after receipt. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7. REMEDIES

- 7.1** Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2** Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8. WARRANTY

Contractor warrants the service provided are in accordance with the specifications of RFP No. 24-05R. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

9. INDEMNIFICATION

- 9.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 9.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

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

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

10.1 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.

10.2 The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.3 The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement

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

12. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

13. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Name: Tetra Tech, Inc.
Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751
FIN/EIN: 95-4148514
Contract Licensee: N/A
Contact: Jonathan Burgiel, Business Unit President/Betty Kamara, Contractual Representative
Email: TDR.contracts@tetrattech.com
Phone: (321) 441-8511
Fax: (321) 441-8501

14. TERMINATION

14.1 Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for

services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

- 14.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

15. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement; and is subject to termination based on lack of funding.

16. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17. SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

19. UNCONTROLLABLE CIRCUMSTANCES

- 19.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.
- 19.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22. CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23. SCRUTINIZED COMPANIES - 287.135 AND 215.473

23.1 By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

23.1.1 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

23.1.1.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.1.1.2 Is engaged in business operations in Syria.

- 23.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

24. PUBLIC RECORDS

- 24.1** The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- 24.1.1** Keep and maintain public records required by the CITY in order to perform the service.
 - 24.1.2** Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.
 - 24.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.
 - 24.1.4** Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.
- 24.2** During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

25. E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating

that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

26. GRANT FUNDING REQUIREMENTS:

- 26.1** Items purchased from this Agreement may be funded by federal grants. Purchases made herein are made in accordance with the requirements of Federal Regulations contained in Title 2 Code of Federal Regulations (CFR) Part 200, "Procurement Standards" as well as regulations promulgated by Federal Agencies including the Office of Management and Budget (OMB) or other federal agencies providing such grants in conjunction with the City's needs.
- 26.2** The City has included the text of the Federal Grant Requirements "Procurement Standards" and incorporated 2 C.F.R. Part 200 §§ 200.317 through 200.327, along with Appendix II as ATTACHMENT A – "REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS" to this solicitation. Contractor shall agree to the applicable requirements of Appendix II for grants. Federal requirements will not apply to projects which are not funded by Federal agencies either directly or through another agency when the City is a subrecipient of federal grant funding.

27. CUSTODIAN OF RECORDS

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

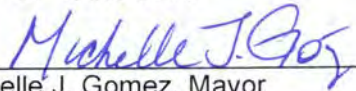
**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321**

(954) 597-3505
CITYCLERK@TAMARAC.ORG

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Secretary duly authorized to execute same.

CITY OF TAMARAC

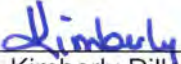

 Michelle J. Gomez, Mayor


 Date

Levent Sucuoglu, City Manager



 Date

ATTEST:


 Kimberly Dillon, CMC
 City Clerk

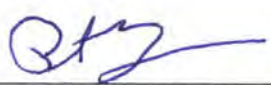

 Date

Approved as to form and legal sufficiency:


 Hans Ottinot, City Attorney


 Date

ATTEST:

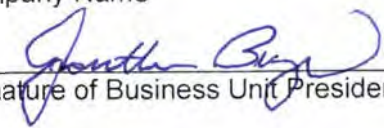

 Signature of Corporate Secretary

Preston Hopson

Name of Corporate Secretary

TETRA TECH, INC.

Company Name


 Signature of Business Unit President

Jonathan Burgiel

Name of Business Unit President

5/29/2024

Date

(CORPORATE SEAL)



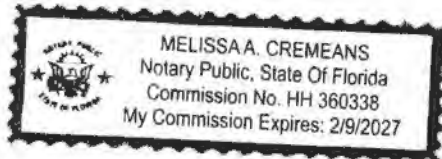
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CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
COUNTY OF ORANGE :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jonathan Burgiel, Business Unit President of Tetra Tech Inc., a Delaware corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of day of May 29th, 2024.




Signature of Notary Public
State of Florida at Large

Melissa Cremeans

Print, Type or Stamp
Name of Notary Public



Personally, known to me or
Produced Identification

N/A

Type of I.D. Produced



DID take an oath, or
DID NOT take an oath.

ATTACHMENT A – REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS

**THIS EXHIBIT APPLIES ONLY TO PROJECTS UTILIZING FEDERAL FUNDING AND
DOES NOT APPLY TO PROJECTS THAT DO NOT UTILIZE FEDERAL FUNDING**

A. PROCUREMENT STANDARDS

This document shall be incorporated as a contract document attachment for 24-05R Disaster Recovery Management Services which may be partially or fully funded through a federal grant provided to the City of Tamarac ("CITY"). Therefore, when the CITY engages in contracting for such projects, Contractors / Consultants should familiarize themselves with the regulations and requirements contained below and in Part 2 C.F.R. 200 Sections 317-327 "PROCUREMENT STANDARDS", provided for reference, and must comply with the applicable provisions of 2 C.F.R. Appendix II included herein when CITY projects are funded with Federal Funds.

For purposes of this Agreement, any references to a "Non-Federal entity" of a "subrecipient" of a State included herein shall mean the City of Tamarac ("CITY").

Contractor / Consultant agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules, and regulations which may pertain to the Services required under the Agreement, including but not limited to the following:

1. 200.317 PROCUREMENT BY STATES & NON-FEDERAL ENTITIES (Not applicable to non-federal local governments)

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

2. 200.318 (a-b) GENERAL PROCUREMENT STANDARDS

The CITY has documented procurement procedures and will conform to the procurement standards identified in §§ 200.317 through 200.327. In accordance with the requirements of this grants, the CITY shall maintain oversight to ensure that Contractors / Consultants perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

3. 200.318 (c)(1) FEDERAL NON-CONFLICT

- a. The CITY maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the

parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the CITY may neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors / Consultants or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CITY.

- b. The CITY maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the CITY is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

4. 200.318 (d) AVOIDING ACQUISITION OF UNNECESSARY OR DUPLICATIVE ITEMS

The CITY shall consider consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

5. 200.318 (e) PROMOTE COST-EFFECTIVE USE OF SHARED SERVICES

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the CITY encourages entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

6. 200.318 (f) SURPLUS PROPERTY

The CITY encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

7. 200.318 (g) VALUE ENGINEERING

The CITY encourages the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at an overall lower cost.

8. 200.318 (h) RESPONSIBLE CONTRACTOR

The CITY shall award contracts only to responsible Contractors / Consultants possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

9. 200.318 (i) HISTORY/METHODOLOGY OF PROCUREMENT

The CITY shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the

method of procurement, selection of contract type, Contractor / Consultant selection or rejection, and the basis for the contract price.

10. 200.318 (j) TIME-AND-MATERIALS CONTRACT

The CITY may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the Contractor / Consultant exceeds at its own risk. Time-and-materials type contract means a contract whose cost to the CITY is the sum of:

- a. The actual cost of materials; and
- b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the Contractor / Consultant for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the Contractor / Consultant exceeds at its own risk. Further, if this methodology is utilized the CITY awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the Contractor / Consultant is using efficient methods and effective cost controls.

11. 200.318 (k)

The CITY alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the CITY of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the CITY unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

12. 200.319 COMPETITION

- a. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- b. In order to ensure objective Contractor / Consultant performance and eliminate unfair competitive advantage, Contractors / Consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or between affiliated companies;
 4. Noncompetitive contracts to Contractors / Consultants that are on retainer contracts;

5. Organizational conflicts of interest;
 6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 7. Any arbitrary action in the procurement process.
- c. The CITY must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- d. The CITY has written procedures for procurement transactions. These procedures must ensure that all solicitations:
1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- e. The CITY has ensured that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the CITY has not precluded potential bidders from qualifying during the solicitation period.
- f. Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

13. 200.320 Methods of procurement to be followed

The CITY has documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- a. **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in § 200.1, or a lower threshold established by the CITY, formal procurement methods are not required. The CITY may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
1. **Micro-purchases –**
 - i. **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the CITY should distribute micro-purchases equitably among qualified suppliers.
 - ii. **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the CITY considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the CITY.
 - iii. **Micro-purchase thresholds.** The CITY is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations. The CITY may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
 - iv. **CITY increase to the micro-purchase threshold up to \$50,000.** The CITY may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The CITY may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - A. A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
 - B. An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - C. For public institutions, a higher threshold consistent with State law.
 - v. **The CITY may increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The CITY must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

2. **Small purchases –**

- i. **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the CITY.
- ii. **Simplified acquisition thresholds.** The CITY is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations.

- b. **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by the CITY, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the CITY determines to be appropriate:

1. **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

- i. In order for sealed bidding to be feasible, the following conditions should be present:
 - A. A complete, adequate, and realistic specification or purchase description is available;
 - B. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- ii. If sealed bids are used, the following requirements apply:
 - A. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - B. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

- C. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - D. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - E. Any or all bids may be rejected if there is a sound documented reason.

- 2. **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
 - i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - ii. The CITY has a written method for conducting technical evaluations of the responsible proposals received and making selections;
 - iii. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the CITY, with price and other factors considered; and
 - iv. The CITY may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

- c. **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
 - 1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - 2. The item is available only from a single source;
 - 3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the CITY; or
5. After solicitation of a number of sources, competition is determined inadequate.

14. 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that Contractor / Consultant is required to take the affirmative steps listed in items (a.) through (e.) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

15. 200.322 Domestic preferences for procurements (NOT APPLICABLE TO THIS AGREEMENT FOR PROFESSIONAL SERVICES)

- a. As appropriate and to the extent consistent with law, the CITY, to the greatest extent practicable under a Federal award, will provide a preference and encourages the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. 200.322 Procurement of recovered materials (NOT APPLICABLE TO THIS AGREEMENT FOR PROFESSIONAL SERVICES)

The CITY encourages and the Contractor / Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. 200.324 Contract cost and price

- a. The CITY has performed a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the CITY has made independent estimates before receiving bids or proposals.
- b. The CITY shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- c. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the CITY under subpart E of this part. The CITY may reference its own cost principles that comply with the Federal cost principles.
- d. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

18. 200.325 Federal awarding agency or pass-through entity review

- a. The CITY will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the CITY desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

- b. The CITY shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - 1. The CITY's procurement procedures or operation fails to comply with the procurement standards in this part;
 - 2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - 3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - 4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - 5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c. The CITY would be exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - 1. The CITY may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - 2. The CITY may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the CITY that it is complying with these standards. The CITY must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

19. 200.326 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the CITY provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified

check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part of the Contractor / Consultant for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c. A payment bond on the part of the Contractor / Consultant for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. 200.327 Contract provisions

The CITY's contracts shall contain the applicable provisions described in appendix II to this part. The following provisions of Appendix II of 2 CFR 200 are hereby incorporated as applicable as a part of this Agreement.

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B. APPENDIX II of 2 CFR 200

Contractor/Consultant agrees to all Provisions shown below under Appendix II of 2 CFR 200 as sections which are hereby incorporated in this Agreement for projects utilizing Federal Grant Funding:

1. FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor / Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. Contractor / Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor / sub-Consultant who will be subject to its provisions.

2. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor / Consultant shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor / Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

3. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor / Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their Contractors / Consultants or subgrantees). All Contractor / Consultants and sub-Contractor / sub-Consultants performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor / Consultant agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

4. DAVIS-BACON & RELATED ACTS –

This requirement shall not apply to work performed by Contractor / Consultant under this Agreement, however, Contractor / Consultant may be required to include requirements for adherence to these statutes when developing Scope of Work / Specification documents for a federally funded project requiring construction, alteration or repair of public buildings or public works.

If construction, alteration or repair of public buildings or public works project is

funded or assisted under one or more Federal statutes, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

- a. Contractor / Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractor / Consultant must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor / Consultant must be required to pay wages not less than once a week.
- b. The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, Contractors / Consultants or their sub-contractors / sub-consultants are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.
- c. In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be *used* in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

5. COPELAND ANTI-KICKBACK ACT.

- a. The Contractor / Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. Contractor / Consultant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.
- b. Subcontracts. The Contractor / Consultant or sub-Contractor / Consultant shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the sub-Contractor(s) / sub-Consultant(s) to include these clauses in any lower tier subcontracts. The prime Contractor / Consultant shall be responsible for the compliance by any sub-Contractor / sub-Consultant or lower tier sub-Contractor / sub-Consultant with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor / Consultant and sub-Contractor / sub-Consultant as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

The Contractor / Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

"Compliance with the Contract Work Hours and Safety Standards Act."

- a. Overtime requirements. No Contractor / Consultant or sub-Contractor / sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor / Consultant and any sub-Contractor / sub-Consultant responsible therefore shall be liable for the unpaid wages. In addition, such and sub-Contractor / sub-Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor / Consultant or sub-Contractor / sub-Consultant under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor / Consultant or sub-Contractor / sub-Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The Contractor / Consultant or sub-Contractor / sub-Consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-Contractors / sub-Consultants to include these clauses in any lower tier subcontracts. The prime Contractor / Consultant shall be responsible for compliance by any sub-Contractor / sub-Consultant or lower tier sub-Contractor / sub-Consultant with the clauses set forth in paragraphs
- e. (b)(1) through (4) of this section."

7. FEDERAL CLEAN AIR AND WATER ACTS

Contractor / Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the applicable federal administering agency and the Regional Office of the Environmental Protection Agency (EPA).

8. DHS SEAL, LOGO, AND FLAGS.

Contractor / Consultant shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

9. SUSPENSION AND DEBARMENT.

- a. Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- b. If the resulting contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor / Consultant is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- c. The Contractor / Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- d. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor / Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

If Contractor / Consultant fail to perform to the satisfaction of the City any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Contractor / Consultant requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. In the event that a dispute, if any, arises between City and Contractor / Consultant relating to this Agreement, performance or compensation hereunder, Contractor / Consultant shall continue to render service in full compliance with all terms and conditions of the resulting agreement as interpreted by City regardless of such dispute. Unless otherwise provided for in the resulting agreement, all claims, counter-claims, disputes and other matters in question between the City and the Contractor, arising out of or relating to the resulting agreement, or the breach of it, will be first forwarded to the City Manager, the parties agree to reasonably negotiate the for resolution of the matter, upon failure of said negotiations to resolve the dispute, the parties may present the matter to a court of competent

jurisdiction.

11. RIGHTS TO INVENTIONS

Contractor / Consultant agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

12. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the CITY, contractor, or any other party pertaining to any matter resulting from the contract.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Contractor / Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

14. FRAUDULENT STATEMENTS

Contractor / Consultant acknowledges that 31 U.S.C. Chap. 38 applies to Contractor's actions pertaining to this Agreement.

15. ANTI-LOBBYING.

Contractors / Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20). The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

16. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor / Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

Contractor / Consultant shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that Contractor / Consultant is required to take the affirmative steps listed in items (a.) through (e.) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- f. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- g. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- h. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- i. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- j. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19. REPORTING & RETENTION OF RECORDS

Pursuant to 44 CFR 13.36(i)(7), Contractor / Consultant shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the applicable federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Contractor / Consultant which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide applicable federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

20. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Prohibitions: Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the Contractor / Consultant and its sub-Contractors / Consultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

a. Exceptions: This Section does not prohibit Contractor / Consultant from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

b. Reporting requirement: In the event Contractor / Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during

contract performance, or the Contractor / Consultant is notified of such by a sub-Contractor / sub-Consultant at any tier or by any other source, the Contractor / Consultant shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. The Contractor / Consultant shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor / Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The Contractor / Consultant shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

- c. **Domestic Preference for Procurements:** As appropriate, and to the extent consistent with law, the Contractor / Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the Contractor / Consultant grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Contractor / Consultant will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Contractor / Consultant will deliver to the Contractor / Consultant data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Contractor / Consultant.

22. PERSONALLY, IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, Contractor / Consultant must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a Contractor / Consultant or employee should experience any loss or potential loss of PII, the City shall be notified immediately of the breach or potential breach.

23. RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor / Consultant pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

24. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, Contractor / Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

25. INSPECTION AND ACCEPTANCE

The City has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the Contractor. The Contractor / Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the product to the City within seven (7) days of notification or a later date if extended by the City. Failure by the Contractor / Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

26. DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

27. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor / Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

28. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor / Consultant

is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

29. DISCRIMINATION PROHIBITED.

Statutes and regulations prohibiting discrimination which may be applicable to the resulting agreement include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

30. DRUG FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

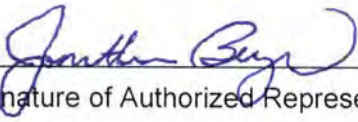
31. PROHIBITION OF GRATUITIES

By submission for this solicitation, the Contractor / Consultant certifies that no employee has or shall benefit financially or materially from such submission or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

Agreed to and incorporated into RFP #24-05R Disaster Recovery Management Services.

Tetra Tech, Inc.

Company Name



Signature of Authorized Representative

Jonathan Burgiel, Business Unit President

Type/Print Name of Authorized Representative

5/29/2024

Date

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ATTACHMENT B – FEE SCHEDULE

(ATTACHED)

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POSITIONS

Subtotal: \$ 578,210.00

POSITIONS	HOURLY RATES	ESTIMATED HOURS	ESTIMATED HOURS	TOTAL
Data Manager**	\$ 60.0000	25	25	\$1,500.00

POSITIONS	HOURLY RATES	ESTIMATED HOURS	ESTIMATED HOURS	TOTAL
Data Manager**	\$ 60.0000	25	25	\$1,500.00

Subtotal:	\$ 1,500.00
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REQUEST FOR PROPOSALS



RFP 24-05R **DISASTER RECOVERY MANAGEMENT SERVICES**

Publish Date:
03/20/2024

Proposal Due Date:
04/11/2024 at 3:00 PM

All Questions Due:
04/01/2024 by 5:00 PM

Where to Deliver
Proposals
<https://tamarac.bidsandtenders.org>

City of Tamarac
Purchasing Division
7525 NW 88th Avenue
Room 108
(954) 597-3570

On behalf of the
Public Services Department
Bonds Required For this Project: None

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Date: 03/21/2024

RFP NO. 24-05R

**ADVERTISEMENT REQUEST FOR PROPOSALS
RFP 24-05R
DISASTER RECOVERY MANAGEMENT SERVICES**

ALL QUALIFIED PROPOSERS:

The City's e-Procurement website bidsandtendersTM shall receive sealed Proposals for the above referenced RFP before **3:00 PM EST local time, Thursday, April 11, 2024**. Interested parties shall submit packages to: www.tamarac.org/bids.

The City is soliciting proposals on behalf of the Public Services Department to obtain the services of a qualified firm to provide disaster recovery management services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in ATTACHMENT A of this proposal document as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Removal and Disposal Services. The City maintains contract(s) with contractor(s) to provide that service; and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Monitoring Services. Contractors shall not include proposals that include Debris Removal and Disposal Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Sealed Proposals must be received and through the City's electronic procurement platform **on or before the date and time referenced above**. Any Proposals received **after** 3:00 p.m. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

The City's solicitation management system will not accept electronic responses after 3:00 p.m. with no exceptions. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Proposer shall be required to register with bidsandtenders™ at www.tamarac.org/bids to obtain access to the proposal documents and submit their electronic response. Additionally, all written inquiries shall be submitted through bidsandtenders™, and all written addenda shall be communicated through bidsandtenders™ as well. For questions regarding any procurement function of the process, contact the Purchasing & Contracts Division Office at (954) 597-3570. Local Tamarac Vendors, Broward County Certified Business Entities, Minority-Owned, Woman-Owned, Veteran-Owned, and Small Business Enterprises are encouraged to respond to this solicitation.

Best Regards,



Daniel Vest
Assistant Procurement & Contracts Manager

Publish Sun-Sentinel: **03/24/2024**

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REQUEST FOR PROPOSALS

RFP # 24-05R

DISASTER RECOVERY MANAGEMENT SERVICES

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I INTRODUCTION

The City is soliciting proposals on behalf of the Tamarac Public Services Department to obtain the services of a qualified firm to provide paper and electronic debris monitoring services following a debris generating event such as a hurricane, storm, or other event. The contract monitors are necessary to ensure applicable federal, state, and local laws, regulations, and guidelines and debris removal contracts are met by monitoring the debris removal from public access roads, rights-of-way, City maintained canals and waterways, and City owned/maintained public property; monitoring debris management sites; and field monitors to assure debris management plan and contracts are effectively and efficiently implemented.

Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 and Appendix II as detailed in EXHIBIT C to this document and shall apply to all contracts issued pursuant to this Request for Proposal.

Prime Contractors shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all subcontractors.

Contract Term: The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional three (3) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Daniel Vest, Assistant Procurement and Contracts Manager at (954) 597-3576. For questions relating to the technical specifications, please contact Troy Gies, Assistant Director of Public Services at (954) 597-3718. Such contact shall be for clarification purposes only. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

All questions must be submitted through the online system "submit a question" link at <https://tamarac.bidsandtenders.org>

III SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	03/21/2024
Deadline for Written Questions	04/01/2024
Deadline for Receipt of Proposals	04/11/2024 @3:00 PM
Evaluation of Proposals	04/17/2024
Presentations by Short-listed Proposers (if applicable)	04/24/2024
Final Ranking of Firms	05/01/2024
Anticipated Award by Commission	05/8/2024 (at the latest)

All dates are tentative. City reserves the right to change scheduled dates.

IV INSTRUCTIONS TO OFFERORS FOR REQUESTS FOR PROPOSAL (RFP)

1. AUTHORITY

It is the intent of the City to award the proposal to the responsive proposer providing a response which is most advantageous to the City. This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the [City of Tamarac Charter](#); and Chapter 6 "Finance and Taxation", Article V, the [Tamarac Procurement Code](#).

2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

"Request for Proposal (RFP)" -- A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

"Offeror" - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

"Proposer" -- one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.

"Successful Offeror" - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

"City" - the City of Tamarac, a municipal corporation of the State of Florida.

"Proposal Documents" - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

"Contract" -- a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).

"Consultant / Contractor" - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

"On-line e-procurement system" -- The City of Tamarac's solicitation management partner "bidsandtendersTM"

"bidsandtendersTM" -- The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system and "bidsandtendersTM" may be used interchangeably herein.

“Notice to Proceed” – a written notice by the City notifying Contractor to commence work in response to an emergency incident. Such notice to proceed will provide an approximate date on which work is to commence.

3. SPECIAL CONDITIONS

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

4.2 The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work. **No consideration will be given for Offeror's failure to examine any required facilities and equipment (if applicable) as required herein.**

5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

5.3 In the event Offeror discovers any apparent error or discrepancy, immediately call it to the attention of the City's Purchasing & Contracts Division staff for interpretation or decision, and such decision shall be final. Offeror shall advise the City in writing

prior to the deadline for written questions included herein, of any conditions which may adversely affect the work.

6. INTERPRETATIONS AND ADDENDA

- 6.1** If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications/Scope of Work errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing and Contracts Division for interpretation or clarification through the City's e-procurement system, and should be received by the Purchasing and Contracts Division Office at least seven (7) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein, whichever is the earlier date.
- 6.2** Questions shall be submitted through the City's online e-procurement system by the due date listed above. All questions shall be answered in the form of an Addendum. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum with such notice transmitted to all parties recorded by the Purchasing and Contracts Division as having received the Proposal Documents through the City's online e-Procurement system. The issuance of a written online addendum shall be the only official method whereby such an interpretation or clarification will be made.
- 6.3** Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.
****** SPECIAL NOTE -- Addendums will only be issued electronically through the City's e-procurement system. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).**
- 6.4** No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are either submitted online through the City's e-procurement system or in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

7. COSTS AND COMPENSATION

- 7.1.** Costs and compensation shall be shown in both unit prices and extensions whenever applicable; and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 7.2.** All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.

- 7.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.
- 7.4. The City of Tamarac will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price proposal shall be inclusive of all such expenses.
- 7.5. Prompt Payment Discounts: Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218.

8. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

- 8.1 **Firm Pricing:** Prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.
- 8.2 **Prompt Payment Discounts:** Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.
- 8.3 **Invoices:** Invoices will be submitted for services rendered and expenses incurred. The City will accept invoices no more frequently than one (1) per month. Each invoice shall be accompanied by records fully detailing the amounts stated on the invoice.

All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218

Offers of early payment discounts are encouraged but the amount submitted on the Bid Form shall not reflect the inclusion of any early payment discounts.

8.4 *******IMPORTANT NOTE*******

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to

the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

9. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

10. PUBLIC ENTITY CRIMES

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

11. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

12. FOREIGN ENTITY OWNERSHIP AFFIDAVIT

Each Offeror shall complete and upload the Foreign Entity Ownership Affidavit to attest to the following:

The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The

Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

13. PERFORMANCE BONDS AND INSURANCE

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified. (NOTE: No performance or payment bond will be required for this project.)

14. DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business or which do not prejudice the rights of other proposers **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive. Specific Documents to be acknowledged, certified or uploaded with the proposal shall be those documents specified in Section 15. "SUBMISSION OF PROPOSALS" of these "Instructions to Offerors for Requests for Proposals (RFP)". (Please see Section 15.10 "IMPORTANT SPECIAL NOTICE" of these "Instructions to Offerors for Requests for Proposals (RFP)"

15. SUBMISSION OF PROPOSALS

The Proposer is directed to deliver sealed proposals online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

- 15.1** All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 15.2** Proposers shall electronically acknowledge the receipt of all addenda.
- 15.3** Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 15.4** Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear in the document.
- 15.5** Proposals shall be electronically submitted to the Purchasing and Contracts Division on or before the time indicated in the Request for Proposals via the bidsandtenders™ on-line solicitation system. Proposals will be held on the bidsandtenders™ server as an encrypted document, with no access by the City of Tamarac until immediately following the proposal closing date and time, at which time all responses shall be securely released to the City.

- 15.6** In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 15.7** All Proposals received from Offerors in response to the Request for Proposals will become the property of City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 15.8** The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.
- 15.9 Electronic Media Submission:** The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm. Such files should be submitted on-line through the bidsandtenders™ online solicitation system.
- 15.10 IMPORTANT SPECIAL NOTICE: Proposers will be using an electronic platform for uploading RFP responses. Proposers are advised that sufficient time must be allocated to register for your on-line account and to ensure that your firm has sufficient time to upload all of the data required. The system is designed to only transmit complete responses, and the City will only accept complete responses to this RFP. It is strongly suggested that Proposers begin the entry process at least 24 hours prior to the RFP due date and time to allow sufficient time for entry and to avoid any technical issues. In the event that firms experience technical difficulties with the platform, please contact Bids & Tenders Support at 1-800-594-4798 or support@bidsandtenders.ca.**

15.11 Digital Forms to Be Completed and Submitted with Proposal

The following fillable digital forms have been created and must be submitted / acknowledged with each proposal response via electronic response at <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

1. Proposer's Price Proposal and Reimbursable Expense Proposal

2. Certification
3. Proposer's Qualification Statement
4. Firm's Primary Ownership information
5. Local, Small Business / Minority / Tamarac Local & Veteran Information
6. References
7. Vendor Drug-Free Workplace
8. Scrutinized Companies Certification – Boycotting Israel or Scrutinized Company list
9. E-Verify Compliance Certification
10. Conviction History Employment Policy Inquiry

15.12 Forms & Documentation That Must Be Uploaded to The Document Upload Section

The Proposer shall electronically upload the following documentation along with their proposal response via electronic upload at:
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

1. Completed Non-Collusive Affidavit and Acknowledgment – Form is available for download in the on-line procurement system Documents Section for this solicitation. (Document Upload 1)
2. Completed Certified Resolution - Form is available for download in the on-line procurement system Documents Section for this solicitation. (Document Upload 2)
3. Foreign Entity Ownership Information Affidavit. Form is available for download in the on-line procurement system Documents Section for this solicitation. (Document Upload 3)
4. U.S. Internal Revenue Form W9 (Document Upload 4)
5. Proof of Insurance including proof of Professional Liability Insurance coverage (if required herein) with a minimum of \$1,000,000. (Document Upload 5)
6. Provide copies of any licenses, certifications, or permits held by your firm that may be applicable to the services requested within this solicitation as may be required herein. (Document Upload 6)
7. Narrative Response Document – (Document Upload 7)
The Offeror shall provide the following information as a part of its narrative response submittal. The total number of pages MUST NOT exceed 50 pages (does not include any required submittals, addenda, equipment lists, resumes or DDMS Safety and Operational Plan). Forms required are

included in the electronic Document Packet in order to accommodate Contractors in preparing their proposal. The Proposal must be divided into six (6) tabbed sections with reference to parts of the RFP done on a section number/paragraph number basis. The full proposal shall also be provided in electronic format as detailed below. The six (6) tabbed sections shall be named:

- 1. General Information**
- 2. Qualifications and Experience**
- 3. Project Understanding and Technical Approach**
- 4. Personnel and Equipment Identifier**
- 5. Pricing Schedule**
- 6. Other Information**

Tab 1 – General Information

- A. Letter of Transmittal / Statement of Interest (not to exceed two pages): This letter shall summarize in a brief and concise manner that the Offeror understands the scope of work and render a positive commitment to perform the work in a professional and timely manner. The letter shall contain the following:
 - i. Name of the Individual, Partnership, Company, or Corporation submitting Proposal;
 - ii. City's RFP Number;
 - iii. State that all terms, conditions, and addendums of the RFP are understood and acknowledged by the undersigned; and
 - iv. Signature(s) of representative(s) legally authorized to bind the Proposer.
- B. Attach copies of any professional licenses, certifications, or permits held by your firm that may be applicable to the services requested within this solicitation.

Tab 2 – Qualifications and Experience

- A. Firm Profile and Team Composition: Include organizational chart with names of all persons or entities serving or intending to serve as principals in the Offeror's firm. Identify each principal of the firm and any other "key personnel", such as project managers, supervisors, and contact personnel who will be professionally associated with the services to be provided. Brief resumes of these individuals are requested and highly encouraged stating their credentials, education, experience, certifications, and all pertinent information to demonstrate capabilities.

- B. Financial Stability: Each Offeror shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. Each Offeror shall be prepared to supply a financial statement upon request. If a subconsultant or joint venture arrangement is being proposed, provide similar information for those participants in the Proposal. Provide clear and sufficient information that will provide insight to the City about the financial qualifications, fitness, and stability of the Offeror.

NOTE: The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability. Such request will be made in writing if required.

- C. List contract(s) of similar scope currently in effect within the State of Florida. Contract list should include: the Name of the Municipality/County, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.

Tab 3 – Project Understanding and Technical Approach

- A. Provide a concise description of the approach and process the Offeror will employ to successfully complete the work to be performed to include mobilization, operational plans, work procedures, processing systems and any specific staffing or equipment resources that will be employed by the Contractor to support the needs and objective of the City.
- B. Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Offeror will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
- i. Ability to manage activation of multiple contracts
 - ii. Methods for mobilization/demobilization
 - iii. Operational plans and work procedures
 - iv. Documenting and resolving damages
 - v. Invoicing and data management
- C. Completed Disclosure of Sub-Contractors or Sub-Consultants: Include a Sub-Contracting / Sub-Consulting plan that identifies items such as a description of percentage of work to be subcontracted.

- D. Describe Contractor's ability to avoid and/or mitigate unforeseen problems such as staffing shortages. This includes, but is not limited to resources for backup personnel, and other programs and approaches that would allow the Contractor to meet the City's needs and objectives in adverse conditions.
- E. Exceptions – clearly describe any exceptions the Offeror may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 4 – Personnel and Equipment Identifier

A list of personnel assigned to the City in the event of contract activation. The list shall include, but is not limited to:

- i. Contact persons, including telephone numbers and e-mail address
- ii. Project Manager
- iii. Operations Manager
- iv. Other key personnel assigned to the project/this Agreement

Tab 5 – Pricing Schedule

A reiteration of the pricing provided in the online price proposal form.

Tab 6 – Other Information

Provide any information that will provide insight to the City about qualifications, fitness and abilities of the proposer. This information should be succinct.

- 8. Other materials including proof of any WBE / MBE certifications, lists of any proposed sub-consultants including their WBE/MBE or Broward County CBE certifications, or any information you feel would be relevant to the evaluation of your firm's proposal (to be provided by Respondent). The Proposer may include anything else that the Proposer feels would be relevant to the evaluation of your proposal. (Document Upload 8)
- 9. Proof that firm has a Conviction History Employment Policy as detailed in Instructions Section IV.33 herein. (Document Upload 9)

16. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 16.1** Proposals may be modified or withdrawn electronically and re-submitted through the City's e-procurement system, bidsandtenders™ prior to the proposal due date. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit Proposals for future opportunities.

- 16.2** If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing and Contracts Division Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

17. REJECTION OF PROPOSALS

- 17.1** To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 17.2** City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

18. QUALIFICATIONS OF PROPOSERS

- 18.1** Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
- 18.2** Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 18.3** As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

- 18.4** No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.
- 18.5** The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.
- 18.6** Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

19. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

20. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

21. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

22. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1)(b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

23. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction

in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor/Consultant shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

24. PROTESTS

Any actual or prospective bidder, offeror, or contractor/consultant who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO

25. CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

26. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (*Reference: Tamarac Procurement Code Section 6-156.*)

27. EVALUATION OF PROPOSALS

Evaluation Method & Criteria: An Evaluation and Selection Committee (hereafter referred to as "Evaluation Committee" or "Committee") will be appointed by the City Manager for each Request for Proposal (RFP) and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Committee.

Proposals shall be evaluated and scored in accordance with the criteria and procedures outlined in **Section VII. "PROPOSAL SELECTION & EVALUATION OF PROPOSALS"** herein.

28. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

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

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V STANDARD TERMS AND CONDITIONS

Our Vision and Mission

Our Vision: *The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.*

Our Mission: *We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that. . .*

Responds to the Customer

Creates and Innovates

Works as a Team

Achieves Results, and

Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm

will be measured against the performance standards outlined in this bid invitation.

1. STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac 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 enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these

Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to the Standard Terms and Conditions are made in the Special Conditions, then the Standard Terms and Conditions shall prevail in their entirety.

2. INSURANCE

Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

- 2.1** Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement.
- 2.2** Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 2.3** Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.
- 2.4** The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Line of Business Coverage

Commercial General Liability Including:

Premises / Operations

Contractual Liability

Personal & Advertising injury

Bodily Injury

Independent Contractors

Explosion, Collapse and Underground Hazard

Products / Completed Operation

Broad Form Property Damage

Cross Liability and Severability of Interest Clause

Automobile Liability

Workers Compensation & Employer's Liability

Standard Insurance Limits:

**General Liability: Occurrence/Aggregate
\$1,000,000 / \$2,000,000**

**Auto Liability: Occurrence / Aggregate
\$1,000,000 / \$1,000,000**

Workers Compensation: Statutory

The City reserves the right to require higher limits or additional coverages depending upon the Statement of Work under this Agreement.

- 2.5** Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.
- 2.6** All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
- 2.7** The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 2.8** The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.
- 2.9** If the Offeror is to provide professional services under this Agreement, the Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.
- 2.10** The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

3. INDEMNIFICATION

- 3.1** GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or

b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or

c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.

3.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

3.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

3.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

3.5 Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

4. INDEPENDENT CONTRACTOR

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

perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

5. TERM

Contract Term: The City will require a final term Agreement which shall be in place for a specified timeframe and may additionally provide for one or more renewal options. Such information shall be provided in the Statement of Work herein. When the City utilizes a term Agreement, the successful Contractor will be responsible to successfully perform in accordance with the requirements of the Statement of Work for the full term of the Agreement, as well as any agreed upon contract renewals and extensions. In the event that The City is unable to renew or replace an agreement prior to the end of the contract term, the Contractor shall continue to perform under the Agreement on a month-by-month basis at the same terms, conditions and pricing currently in place on the originally scheduled contract completion date, for a period not to exceed six (6) months, or until a new contract is put in place, whichever period is shorter.

6. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors / sub-consultants shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

7. WARRANTIES

- 7.1** Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 7.2** Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 7.3** Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 7.4** All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

8. CONDITIONS OF MATERIAL

- 8.1** All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.
- 8.2** Successful Offeror shall furnish all guarantees and warranties to the Purchasing & Contracts Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

9. EQUITABLE ADJUSTMENT PROVISION

The City of Tamarac may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss.

Any adjustment would require irrefutable evidence and written approval by the Procurement and Contracts Manager, the City Manager or the Mayor and City Commission depending on the contract threshold and original signature authority established for the individual Agreement. The City may elect to provide a one-time increase, an increase for a predetermined period which may be reflected as a change in the unit price or as a surcharge in addition to the unit price, or an increase for the remainder of the contract. In the event of any market decreases the Contractor shall in good faith provide the City with reduced pricing. All requests for an Equitable Adjustments must be addressed in writing to the attention of the Purchasing and Contracts Manager, and include appropriate documentation including but not limited to, data from established government or industry indices, market trend data, notification from suppliers or manufacturers or other information as agreed upon between the City and the Successful Bidder.

All other provisions of the original agreement remain in effect as written.

10. COPYRIGHTS OR PATENT RIGHTS

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

11. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida

Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

12. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

13. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

14. TAXES

14.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

14.2 The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

15. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

16. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The

date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

17. TERMINATION OF AGREEMENT

17.1 TERMINATION FOR CAUSE AND DEFAULT

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

17.2 TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

17.3 FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement; and is subject to termination based on lack of funding.

18. RECORDS / AUDITS

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

18.1.1 Keep and maintain public records required by the City in order to perform the service;

18.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

18.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor

transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

18.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

18.3 Audit Rights: The City reserves the right to audit the records of Successful Offeror, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Offeror shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Offeror shall allow City to examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

19. ASSIGNMENT

Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval. Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

20. EMPLOYEES

20.1 Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

20.2 Unauthorized Immigrants: The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors or sub-consultants used by the Contractor as well.

21. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

22. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

By execution of an Agreement issued as a result of this proposal, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Proposer certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

22.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

22.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

22.2.1 Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

22.2.2 Is engaged in business operations in Syria.

22.3 Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and

seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23. E-VERIFY COMPLIANCE

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors / subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors / subconsultants to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's / subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor / subconsultant knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractor / subconsultant to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

24. PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101**

TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

25. DEBARMENT & SUSPENSION

25.1 Federal

25.1.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

25.1.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

25.1.3 This certification is a material representation of fact relied upon by the City of Tamarac. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tamarac, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

25.1.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25.2 City of Tamarac: City of Tamarac Procurement Code: Contractor will be subject to the Debarment and Suspension requirements as enumerated in Section 6-155 "Authority to debar or suspend" of the Tamarac Procurement Code.

https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO_S6-155AUDESU .

26. GRANT FUNDED PROJECTS

26.1 Federal Procurement Standards: This Agreement will be subject to the requirements Federal Procurement Standards including Title 2 CFR Part 200.317 – 200.327 as applicable, which requires the non-Federal entity (City of Tamarac or other non-Federal agency) to conduct procurements in a manner that prohibit

the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. These requirements are enumerated in and incorporated herein by Attachment A “REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS”, Section A. “PROCUREMENT STANDARDS” to this proposal document.

Title 2 CFR Part 200 requires that the using agency take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of Tamarac) to take the following necessary affirmative steps in its procurement process:

- 26.2** Contract Terms: The awarded proposer will be required to agree to the provisions provided in Attachment A “REQUIREMENT FOR PROJECTS FUNDED BY FEDERAL GRANTS” Section B “APPENDIX II – PART 200”, and any Agreement awarded as a result of this solicitation shall incorporate the contract terms enumerated in Attachment, Section B.

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RFP 24-05R
DISASTER RECOVERY MANAGEMENT SERVICES

VI STATEMENT OF WORK**1. SCOPE OF PROPOSAL**

This statement of work describes and defines the services which are required for the execution of paper and electronic disaster recovery management services for the City of Tamarac, Florida, hereafter referred to as the City. The Contractor shall provide all services described herein. Activities shall include but are not limited to public assistance consulting services, staff augmentation, audit support services, and monitoring of the following: field operations regarding all storm generated debris; debris pickup; debris hauling; debris staging and reduction; temporary debris storage site management; debris management; and final disposal of debris to an approved facility. Roads and other City facilities will be identified by the City and direction will be given to the Contractor for managing the clearing these roads and facilities and act in accordance with the City Debris Management Plan. The City reserves the right to add or remove road segments at the direction of the City Debris Manager. While this contract scope provide for the management of debris removal work off the state road system, no work on or off the State Road System is guaranteed. The City, at its sole discretion, may elect to perform work with in-house forces or other contract forces, or may cancel this contract at any time if in the best interest of the City.

The Contractor shall have experience in the Federal Emergency Management Public Assistance Program (FEMA-PA) and the Federal Highway Administration Emergency Relief Program (FHWA-ER), and other applicable federal, state, and/or local programs to assist the City and its management of Emergency Response and Recovery efforts. Proper documentation by the Contractor as required by FEMA, FHWA, and all other applicable federal, state, and local agencies is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

Also, the Contractor will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the City. Other services may include facilitating communication with FEMA, FHWA, NRCS, the State of Florida, and other Federal, State, County, and Local Agencies, and coordination with state insurance representatives.

The Contractor will be responsible for tracking all the contract costs and adhering to the not to exceed limit as defined. Proper notification must be given to the City as costs approach this limit.

The work will begin upon authorization by the City. No guarantee on minimum or maximum amount per items bid is made under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

2. CONTRACT PERIOD

2.1 The initial contract period shall be for three (3) years beginning upon award at final contract execution and award of the Agreement. The City reserves the right to exercise the options to renew for up to an additional two (2) three (3) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

2.2 In the event services are scheduled to end because of the expiration of this

contract, the Contractor shall continue the service upon the request of the Procurement and Contracts Manager. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3. DEFINITIONS & ACRONYMS

FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FDOT	Florida Department of Transportation
FDEP	Florida Department of Environmental Protection
FDH	Florida Department of Health
NRCS	Natural Resources Conservation Services
SFWMD	South Florida Water Management District

Authorized Representative – City employees and/or contracted individuals designated by the City or City Debris Manager.

City: The City of Tamarac

City Debris Manager: A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.

Consultant: The Consultant is a person or entity which included employees, partners, principals, agents, and assignees who are party to the agreement for the purpose of providing services and will be referred to as a **Contractor** for purposes of this proposal.

Contract -- a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).

Contractor – 1. Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. 2. The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

Data Manager: Manager of data collected from monitoring operations and employed by the Contractor.

Debris: Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.

Debris Collection Monitor: Employee of the Contractor who observes the Debris Removal Contractor removing debris from assigned areas.

Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.

Debris Removal Contractor: A person or entity, including employees, partners, principals, agents, and assignees that are under contract with the City to remove storm deposited debris according to federal and state guidelines.

Disposal Site Monitor: A Disposal Site Monitor is the designated Contractor's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal

contractor's performance. The duties include, but are not limited, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

Emergency Operations Center (EOC): An emergency operations center or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.

Exit Site Monitor: Employees of the Contractor who observe outbound trucks at Debris Management Site.

Federal Emergency Management Agency (FEMA): FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on **FHWA** eligible roads and other roadways not on the federal aid system.

Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.

Field Operations Manager: Employee of the Contractor who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers.

Hand Held Units (HHU): Hand Held Units are devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.

Notice to Proceed: This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.

Project Manager: The Project Manager is a Contractor who functions as the point of contact for the City responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

System: The word "System" is used in reference to the electronic portion of electronic debris monitoring.

System Database: A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services.

Temporary Debris Management Sites: A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. May also be referred to a Debris Management Site (DDMS) or Temporary Debris Staging and Reduction Site (TDSR).

Ticket Manager: Contractor responsible for overseeing the electronic ticket processing.

4. **PUBLIC ASSISTANCE CONSULTING SERVICES, STAFF AUGMENTATION, AND AUDIT SUPPORT**

4.1 **SCOPE**

The contractor shall work closely and collaborate with the City, FEMA, and various other funding agencies to ensure the proper use and application of federal and state funds, focusing on maximizing eligible and allocable dollars. The Contractor shall implement efficient processes that reduce the timeline for eligibility determinations to support project cash flow, sources, and uses. The Contractor will provide technical knowledge and experience, proven business processes, and procurement advisory and policy strategies.

To develop and implement the framework of grant activities, the Contractor may be requested to perform services necessary to complete the following objectives and tasks as requested by the City. As directed by the City, the Contractor shall provide the following consulting services:

- 4.1.1. Conduct damage assessments as required following a disaster event;
- 4.1.2. Coordinate with the City to obtain cost information and backup documentation for expenses related to responding to and recovery from a disaster;
- 4.1.3. Review potential reimbursement cost eligibility and develop justifications for presentation to federal, state, and other agencies involved in providing disaster recovery funds;
- 4.1.4. Compile and summarize cost information and justifications for presentation to the City, federal, state, and other agencies;
- 4.1.5. Develop, revise, and submit expedited Project Worksheets (PW's) and grant applications, including subsequent revisions, on behalf of the City to federal and state agencies for successful approval, obligation, and reimbursement;
- 4.1.6. This includes project identification, development, formulation, and processing as required for small and large projects;
- 4.1.7. Ensure that all eligible damages have been identified, quantified, and presented to the City, federal agencies, and state agencies. Incorporate all eligible damages into PS's and grant applications with supporting documentation and proper cost estimates, using FEMA Cost Estimating Factor (CEF) when necessary;
- 4.1.8. Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits.
- 4.1.9. Perform Cost-Benefit Analyses when necessary to support the City's determination of pursuing reimbursement;
- 4.1.10. Consult with the City to ensure compliance with applicable regulations and requirements, including the Stafford Act, Environmental and Historic Preservation Management, Davis-Bacon, and Section 3 as necessary.
- 4.1.11. Prepare hazard mitigation proposals, grant applications, benefit-cost analysis and other services related to the hazard mitigation grant programs when applicable;
- 4.1.12. Attend meetings with the City, federal agencies, and state agencies to negotiate and present PW's and the obligation of eligible amounts;
- 4.1.13. Provide grant management advice to maximize reimbursements of disaster recovery expenses;
- 4.1.14. Attend and participate in meetings as required and requested by the City;
- 4.1.15. Prepare draft correspondence to local, federal, and state officials on behalf of the City;
- 4.1.16. Provide the City with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery processes;
- 4.1.17. Prepare for and respond to inspections and audits for on-going and completed projects as requested;
- 4.1.18. Prepare formal audit responses and justifications; attend associated meetings and hearings as needed;
- 4.1.19. Prepare and conduct the final cost reconciliation and closeout packaging, ensuring maximum recovery and retention of all eligible funding, satisfactory

disposition of arbitration and appeals, and availability of supporting documents for future audits;

- 4.1.20. Coordinate with other consultants and vendors for related services such as accounting, legal, architecture, engineering, environmental, restoration, and construction contractors as needed;
- 4.1.21. Track, monitor, and report time and activities performed by Contractor staff by project, or as allowable under the provisions of federal guidance for direct administrative, indirect, and project management costs reimbursement;
- 4.1.22. Provide monthly written performance and status reports to the City on the status of activities completed under this Contract, the FEMA Public Assistance (PA) program, and other grant assistance programs.

4.2. Qualifications of Key Positions

- 4.3.1 **Public Assistance Coordinator:** Must have experience with representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS. The Public Assistance Coordinator is responsible for managing the City's request for assistance from the beginning of the disaster recovery processes through approval of the applicant's projects.

5. DEBRIS MONITORING SERVICES

5.1 Disaster Response Administration and Documentation

Upon award of this RFP and execution of the subsequent Contract, the Contractor shall identify a **Project Manager** who shall be responsible for the overall coordination and communication with the City.

Prior to activation of the Contract, the Contractor shall identify an **Operations Manager**. The Operations Manager shall be located on-site at all times the contract is operational.

The Project Manager and at his/her discretion other key personnel shall report to the Public Works EOC at a minimum of twenty-four (24) hours prior to a hurricane event. For other natural or manmade disasters, the Contractor shall report within six (6) hours after notification.

The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- 5.1.1 Ensuring a sufficient number of trained debris monitors are available to monitor "first push" (cut & toss) operations.
- 5.1.2 Ensuring a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
- 5.1.3 Providing tower / disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
- 5.1.4 Providing tower / disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
- 5.1.5 Providing data entry and document processing personnel, if applicable.

- 5.1.6 Conducting safety meetings with field staff, as necessary.
- 5.1.7 Responding to and documenting issues regarding complaints, damages, accidents or incidents involving the Contractor or debris collection Contractor personnel and ensure that they are full documented and reported.
- 5.1.8 Coordinating daily briefings, work progress, staff, and other key items with the City.
- 5.1.9 Scheduling, dispatching, and logistical operations of all team members.
- 5.1.10 Hiring, training, deploying, and supervising inspectors.
- 5.1.11 Scheduling work for all team members and contractors on a daily basis.
- 5.1.12 Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking. Decals should be large enough to accommodate a minimum of 4" high letters and placed in a visible location for tower monitoring.
- 5.1.13 Tracking and coordinating with City personnel to respond to problems in the field, citizens' complaints, and to include commercial and residential property damage claims as a result of debris removal.
- 5.1.14 Record the streets and locations where debris was collected. Maps are to be posted daily in a central location specified by the City; and be updated by 10:00 a.m. of each business day of the progress from the previous day(s) work.
- 5.1.15 Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed by all work crews, vehicles, and locations.
- 5.1.16 Monitoring removal contractors' progress and making / implementing recommendations to improve efficiency and speed up removal work.
- 5.1.17 Assisting the City with responding to public concerns and comments
- 5.1.18 Ensuring compliance with contracts by all subcontractors
- 5.1.19 Scheduling and running periodic meetings with field staff and contractors.
- 5.1.20 Ensuring the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- 5.1.21 Review and reconcile debris removal contractor invoices submitted to the City.
- 5.1.22 Preparation of interim operations and status reports, and final report, as directed by

the City.

5.2 Personnel and Qualification:

A project Management Team may consist of the following members, which will be activated and utilized at the discretion of the City:

- 5.2.1 Project Manager
- 5.2.2 Operations Manager
- 5.2.3 Monitors (Debris Collection, DDMS, Exit Site Monitors, or Tower Monitors)
- 5.2.4 Data Manager
- 5.2.5 FEMA Coordinator
- 5.2.6 Scheduler / Expeditors
- 5.2.7 GIS Analyst
- 5.2.8 Field Supervisors
- 5.2.9 Environmental Specialist
- 5.2.10 Project Inspectors (Citizen Site Monitors)
- 5.2.11 Project Inspectors (Load Ticket Data Entry Clerks / QA / QC)
- 5.2.12 Billing and Invoice Analysts
- 5.2.13 Administrative Assistants
- 5.2.14 Field Coordinators (Crew Monitors)

The Contractor may use other required positions as necessary with the written approval of the City's Project Manager. All Such positions and applicable hourly rates shall be listed in the cost proposal form.

The hourly rates for all positions must include all travel-related expenses. The City of Tamarac will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

5.3 Qualifications of Key Positions

- 5.3.1 **Project Manager:** A project Manager must have a minimum of five years of experience in disaster debris management. The Project Manager must also be a permanent staff employee of the Contractor.
- 5.3.2 **Operations Manager:** An Operations Manager must have a minimum of two years of experience in disaster debris management. May also be referred to a "Field Operations Manager".
- 5.3.3 **Monitors:** Monitors must have a High School Diploma or GED, be adequately trained on Debris Operations.
- 5.3.4 **Data Manager:** A Data Manager must have two years of experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.

DEBRIS MONITORING SERVICES TO BE PROVIDED

6. Collection Monitoring

The City of Tamarac is divided into eleven (11) zones, see Attachment A attached hereto. In response to a debris-generating event, the City shall activate those zones affected by the event and requiring debris collection and removal.

The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

In order to obtain FEMA or FHWA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall establish an accurate and complete ticket process and provide collection monitors and staff to record documentation required by FEMA, FHWA, and all other applicable federal, state, and local agencies. The Contractor shall train collection monitors to assure proper documentation protocol requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies are instituted and followed.

Contractor shall provide a **Field Quality Control Team** consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. Should the Contractor wish to utilize less than the specified field staffing, a detailed plan should be submitted to the City for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet regulatory guidelines and provide adequate fraud protection for the City. Upon submission of this plan, the City will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the City through their management team. All Field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, GPS units with an accuracy of three (3) meters, and other equipment as deemed necessary and/or appropriate.

Examples of collection monitoring tasks include, but are not limited to:

- a. Verification that all debris picked up is a direct result of the disaster.
- b. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the City.
- c. Verification that the contractor is working in their assigned contract areas.
- d. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
- e. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- f. Ensuring compliance with contracts by all subcontractors.
- g. Maintain all photo documentation of debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field. The team shall photograph every stump and leaner as well as a random sample of hanger removal.
- h. Document and report to the City damages which occur on public or private property as a result of debris removal operations.
- i. Ensure that contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

7. Load Ticket Process Development

The Contractor shall establish a load ticket process and forms to be provided to collection monitor staff for recording of data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. Load tickets should consist of multiple copied pages. The Contractor shall retain original completed tickets on behalf of the City. Additionally, the Contractor, vehicle driver, subcontractor, and the contractor shall also receive copies of the completed load tickets. Original tickets retained by the Contractor on behalf of the City shall be turned over to the City upon completion of the project.

Load tickets shall include the following minimum information:

- Date
- Time
- Designation of "Push", first pass, second pass, and subsequent passes
- Complete Street Address of closest property
- Nearest Cross Streets
- Type of Debris
- Vehicle Number
- Vehicle Capacity
- Percent of Volume Full
- Driver Name (printed) and signature
- Filed Monitor name (printed) and signature
- Name of Subcontractor
- Tower monitor name (printed) and signature

8. Debris Site Monitoring

All debris collected and disposed of must be monitored and documented by the debris site monitors

The Contractor shall provide a **Debris Site Quality control team** consisting, at a minimum, of two (2) monitors per debris site. In addition to the monitors, the Contractor shall provide spotters and other staff sufficient to monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance.

These staff members, in conjunction with project management team, shall coordinate logistics of the debris management site(s) to ensure efficient traffic flow and proper handling of load tickets that record data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies (such as vehicle fullness, type of waste, etc.) The Contractor shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure sideboards and have tailgate. No vehicles will be allowed to enter the debris management site without a tailgate. Debris management site monitors shall also provide verification that all debris reduction sites have access control and security.

Examples of debris management monitoring tasks include, but are not limited to:

- a. Monitoring type of waste prior to entering debris management site;
- b. Disposal Site / Tower Monitors shall estimate the volume of loads on percentage basis of debris collection vehicles;
- c. Ensuring safety and security of debris management site;
- d. Document and report activities to the City which may require remediation, such as fuel spills, hazardous materials, and other similar environmental concerns;

- e. Document and report to the City any violations of the Department of Environmental Protection's (DEP) debris site conditions.
- f. If DEP debris site conditions are violated, the Contractor shall oversee tasks sufficiently to satisfy the remediation performed by the Debris Removal Contractor.
- g. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets and other logs and reports, as required.
- h. Certifying the completeness of all load tickets that enter into a disposal site;
- i. Exit Site Monitors shall ensure all outbound trucks and trailers are fully discharged of load prior to exit of the DDMS.

9. Vehicle Certification

All debris hauling vehicles shall be certified prior to debris removal. The Contractor shall complete a certification on each vehicle. This certification process includes developing certification forms and documents to accurately measure and record the cubic volume to the nearest cubic yard of each vehicle. These forms shall at a minimum include the following:

- Length
- Width
- Depth
- Gross Volume in cubic yards
- Reduction areas such as wheel wells to reduce volume areas in cubic yards
- Net volume in cubic yards
- Tag number of the vehicle
- Company vehicle number
- Driver of the vehicle name (printed) and signature
- Monitor name (printed) and signature
- Date

In addition to certifying the vehicle with forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the Contractor on behalf of the City. Original certifications retained by the Contractor on behalf of the City shall be turned over to the City upon completion of the project. Additional copies shall be provided to the debris removal contractor, the vehicle driver, and the Contractor. Once these vehicles are certified, all volumes shall be verified by the Contractor within one (1) business day of the physical certification. Subsequent random verifications shall be performed once every two weeks on all vehicles, by the Contractor.

10. Load Ticket / Vehicle Certification Completeness

Monitors will ensure that accurate, legible, and complete documentation is provided through truck certifications. When a monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the volumes/measurements are correct. The monitors should not sign or accept any partially completed information. Only complete tickets will be paid by the City. Additionally, debris site monitors shall, at a minimum of daily, calibrate his or her debris removal vehicle load determinations with the tower monitors. Disposal site monitors are expected to provide volume determination consistent with FEMA, FHWA, and all other applicable federal, state, and local agencies.

11. Additional Monitoring Duties and Responsibilities

The responsibilities of the Project Management Team include:

- 11.1 Obtaining and become familiar with all debris removal contracts for which they are providing monitoring services.
- 11.2 Documenting daily and weekly debris removal work, ensuring that proper records are maintained for trip tickets and recovery costs.
- 11.3 Inspecting means and methods to measure and record work and recommending changes that may be needed.
- 11.4 Stopping work in progress that is not being performed or documented in the appropriate manner.
- 11.5 Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- 11.6 Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites have been received.
- 11.7 Reporting on any improvements in work assignments and/or efficiency / productivity that may be appropriate.
- 11.8 Maintaining digital photo documentation of debris removal work on a weekly basis.
- 11.9 Aerial photography on a bi-weekly basis.
- 11.10 Reporting damage within 24 hours of knowledge of occurrence.

The Contractor and/or subcontractors shall perform work in accordance with all applicable federal, state, and local laws and regulations.

12. Operational Reports and Record Documentation

The Contractor will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:00 a.m. to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

- a. Contractor Name
- b. Contract Number
- c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled. This reporting is due no later than 10:00 a.m. the following business day or as requested by the City.
- d. GIS mapping data updates and digitized reports
- e. All GIS layers required will be provided to the Contractor by City of Tamarac Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS Data must be in an ESRI format 8.3 or higher version.
- f. Data exports should be at least monthly and utilize Excel or other format acceptable to City.
- g. Scanned documents should be at a minimum 300 dpi and in jpg, tiff, or PDF file format.

The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the City for processing.

13. Database Reporting

The Contractor shall be responsible for collecting, auditing for completeness and accuracy,

tabulating and organizing disposal data into required formats; which must be in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

A single Microsoft Access database (or other format as approved by the City) shall be created by the contractor. This database shall include all information on debris removal including, but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information, and determination of pass status (i.e. push, first pass, second pass, and subsequent passes.) This data shall record all information to a City facility and/or street address within the City. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the contractor shall be given to the City at the conclusion of the event.

14. Electronic Monitoring

The Contractor MAY exercise the option to utilize electronic debris monitoring. If chosen, the contractor must comply with the requirements included in "Attachment B"; in addition to all other requirements contained within this document.

15. Payment Monitoring

15.1 The Contractor shall review and validate debris removal contractor(s) invoices prior to submission to the City for processing and separating in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

15.2 All invoices from the debris removal contractor(s) shall be directed to the monitoring contractor. Within seven (7) calendars of receipt, the invoices shall be reviewed by the monitoring contractor to be accepted or rejected. The contractor shall issue in writing to the City and the debris contractor, the acceptance or rejection of invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices will be forwarded to the City for payment.

15.3 As directed by the City, the contractor shall provide staff members to assist with public telephone inquiries and complaints. The staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the City.

16. Daily Damage Reports

The Contractor will prepare and submit damage reports throughout the duration of the debris removal operations. Any private or public property damaged through the course of debris removal operations must be reported by the Contractor within 24 hours of knowledge of occurrence. Each daily report submitted will contain the following minimum information:

- a. Location and description of damaged property
- b. Date and Time damage occurred / detected
- c. Description of damage

17. Public Information Assistance

- 17.1** The contractor shall provide regular status updates to the City for public information use.
- 17.2** As directed by the City, the contractor shall provide staff members to assist with public telephone inquiries and complaints. The staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the City.

18. Technical Expertise and Guidance – As directed by the City, the Contractor shall provide:

- 18.1** A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
- 18.2** Oversight of the City's independent debris removal contractor(s) and related operations including, but not limited to, tree trimming, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D) and vegetative debris.
- 18.3** Coordination of the certification process for all contractor equipment used in debris removal operations, identification and location of tree stumps and damaged trees, and set-up and control of temporary debris management sites and other debris staging sites, if established.
- 18.4** Coordination of communication with appropriate Federal, State, and Local Agencies.
- 18.5** If needed and as directed, assist City staff with federal, state and county regulatory and/or permitting requirements required for the debris removal and/or disaster recovery efforts.
- 18.6** Implementation of a recordkeeping and monitoring system compliant with rules, regulations, and requirements of FEMA, FHWA, NRCS, and all other applicable public agencies associated with debris removal and recovery efforts.
- 18.7** Preparation of operational reports to advise of the progress of citywide debris removal efforts.
- 18.8** Preparation of daily damage reports to advise of damage to private and public property as a result of debris removal efforts.
- 18.9** Assist with the preparation of all reports, documents, and records as may be needed to be filed with the appropriate Federal, State, or County agency.
- 18.10** As may be needed, assist City staff with seeking and obtaining applicable

reimbursement from state and federal agencies for costs incurred in the debris removal and disaster recovery efforts.

- 18.11 If needed and as directed, prepare preliminary Damage assessments or follow-up assessments.
 - 18.12 If needed and as directed, Damage assessment to include plan development, procedure development, staff training, and staff augmentation.
 - 18.13 If needed and as directed, Damage assessment of facilities.
 - 18.14 If needed and as directed, consult with City staff or independently prepare a debris removal / disaster recovery plan and develop an appropriate training program for City staff.
 - 18.15 If needed and as directed, consult with City staff or independently prepare a comprehensive mitigation program to include development of a mitigation plan, staff training, cost-benefit analysis, project management, environmental review, and staff augmentation.
 - 18.16 Aerial photographs per the City's Public Works Department specifications will be flown monthly (of the debris sites or other areas as designated or requested by the City).
 - 18.17 Technical support and assistance in developing public information.
- 19. Other Services – As directed by the City, the Contractor may provide the following:**
- 19.1 Training and Assistance – Sessions for all key City personnel and assistance in all disaster debris removal and disaster recovery planning efforts as requested.
 - 19.2 Preliminary Damage Assessment – Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impacts of the disaster.
 - 19.3 Debris Planning Efforts – Assist in all disaster recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
 - 19.4 Digitization of all source documentation (such as load tickets). Consult with City staff on computer applications, such as GIS mapping of the progress of debris removal and disaster recovery efforts.

20. Final Report

A final report will be prepared by the Contractor and will be submitted to a distribution list as

established by the City's Project manager within thirty (30) days of completion of removal and recovery efforts. Removal and recovery operations include closure of sites, remediation of sites, and the conclusion of all related activities. At a minimum, the following information must be included in this report:

- 20.1** The locations of temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated.
- 20.2** The locations of final disposal sites and permits, recycling facilities and salvage facilities used during the operations.
- 20.3** Preparation of a final debris removal and disaster recovery report to the City discussing, in part, the response requirements and results.
- 20.4** Recommendations for future disaster response strategies.
- 20.5** If needed and as directed propose a mitigation plan, including applicable risk assessments and accompanying training program, to reduce the City's expense to potential future damage from natural disasters.
- 20.6** Copies of manifests, certificates, and related documents.
- 20.7** Log books and all other data taken during the implementation of the disaster response plan.

21. Meetings and Communications

Open timely communication and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Contractor will meet with City representatives as directed by and coordinated with the City. Contractor will attend a pre-proposal conference for the debris removal contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The Contractor must provide minutes of all meetings. Minutes shall be provided within three (3) business days after the meeting occurs.

22. Review, Permits, and Certificates

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor will identify the requirements and demonstrate compliance, even though permits are not required.

The Contractor shall assist the City with any permit applications and coordination with environmental agencies; shall monitor debris removal contractor(s) to ensure compliance with any permit requirements; and, shall assist the City with any pre or post sampling of soil or groundwater, as necessary.

Some of the permits that we anticipate being required for this type of work include, but may not be limited to, the following:

- a. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
- b. Clean Air Act (Emissions) Permits – fugitive emissions (dust) control permit

23. Assessment of Debris Accumulation in Drainage Canals

The Contractor will assist the City in assessing and documenting the debris accumulation and damage in the City of Tamarac drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files, photos, and maps.

24. Event Closure

The Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA, NRCS and any other applicable agency for disaster recovery efforts by City staff and requests for payment by the disaster debris removal contractors.

25. Compliance

The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, SFWMD, NRCS, FDH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The contractor shall stay current with FEMA, FDOT, FDEP, SFWMD, NRCS, FDH, and FHWA policies and procedures and notify the City immediately as changes occur.

Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

The contractor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements specifically including, but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), America with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23, USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or disbarred.

Selected contractor shall check work in process to make sure the proper work authorizations, permits and other prerequisites have been received.

26. Meetings with City Personnel

City personnel will conduct a kick-off meeting, with the contractor when the contract is awarded.

The Contractor shall meet with City representatives and the debris removal contractor(s) daily during a disaster. During periods without a disaster, the contractor shall meet with the City at least once per year at no cost to the City. This meeting shall occur prior to the hurricane season.

Reporting to City – The Contractor shall contact the City representative at a minimum, 24 hours prior to a hurricane or immediately upon the occurrence of a major disaster in which there is no advance notification/warning. The contractor shall report to the designated City project manager within 8 hours of being given Notice to Proceed.

27. Performance Schedule

27.1 Contractor will provide continuous services, per the hourly rates proposed on the Proposal Form to be entered by Proposer on the Electronic Bid Form within the Electronic Bid Document, and for the period specified in the notice to proceed.

27.2 Contractor will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

28. FHWA-ER PROGRAM and 2 CFR PART 200 CONTRACT REQUIREMENTS

- 28.1** The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:
- a) FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
 - b) Buy America Requirements
 - c) 49 CFR Part 26, Disadvantage Business Enterprise Program
 - d) American with Disabilities Act of 1990 (ADA)
 - e) Convict Labor Prohibition
 - f) All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - 1) Disaster related purchases (those made with a special “disaster purchase order form” shall never be co-mingled with regular invoices.
 - 2) All disaster invoices shall include the location where delivered or where used, if appropriate.
- 28.2** All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
- a) Time cards.
 - b) Daily work reports for every employee, by each separate FEMA category of work
 - c) Daily equipment use, by each separate FEMA category of work.
 - d) List of all supplies and materials used, by each separate FEMA category of work.
 - e) Includes both prime and sub-contractors
- 27.3.** All work must be properly grouped according to FEMA damage categories as specified in the contract.
- 27.4.** FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

29. TIME AND MATERIAL CONTRACTS IF REQUIRED

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

- 29.1** Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
- 29.2** All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.
- 29.3** All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third-party monitoring firm.
- 29.4** All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

30. CHANGE ORDERS

- 30.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 30.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- 30.3** No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- 30.4** The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- 30.5** The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
- 30.6** If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- 30.7** The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

30.8 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

30.9 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

30.10 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

29.10.1 By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.

29.10.2 When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

31. FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

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VII PROPOSAL SELECTION & EVALUATION OF PROPOSALS

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents. Price shall not be the sole determining factor for selection, as indicated below.

1. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein.

The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Potentially Acceptable; that is reasonably susceptible of being made acceptable;
or
- iii. Unacceptable.

2. EVALUATION METHOD AND CRITERIA

The City Manager shall appoint an evaluation/selection committee that will be responsible for selecting the most qualified firm and then negotiating a contract. The City may request that Proposers with the highest-ranked submittals make a detailed presentation of their product/service to the Evaluation and Selection Committee.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-ranked Proposer. No Proposer shall have any rights against the City arising from such negotiations.

Proposals shall be evaluated in accordance with the weighted criteria listed below:

2.1 Compliance with Request for Proposals [Mandatory] This refers to the adherence to all conditions and requirements of the Request for Proposals.

2.2 Quality of Response

- 2.2.1 Clearly demonstrated understanding of the work to be performed.
- 2.2.2 Provide insight to the needs of project through submitted proposal.
- 2.2.3 Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
- 2.2.4 Provide creative alternatives that meet the intent and scope of the work in this solicitation.

2.3 Experience and Knowledge of Reimbursement Programs, Procedures, and Guidelines

- 2.3.1 Knowledge and experience with programs, procedures, and reimbursement guidelines of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- 2.3.2 Knowledge and experience in providing documentation necessary to facilitate maximum reimbursement in a timely manner.
- 2.3.3 Experience of key consulting team members in working with Federal and State

agencies.

2.4 Ability of the Firm to Provide Complete Monitoring Services

- 2.4.1 Relevant experience and past performance in DISASTER RECOVERY MANAGEMENT SERVICES with a minimum of seven (7) years of experience in regards to the attached scope of work, service area, and amount of debris collected.
- 2.4.2 Number of similar projects.
- 2.4.3 Background in handling similar sized projects.
- 2.4.4 Degree of experience in complete monitoring and other services as required by the RFP.
- 2.4.5 Experience of key consulting team members in area identified under experience of firm.
- 2.4.6 Education, professional licenses, relevant experience.
- 2.4.7 If applicable, demonstrate experience and expertise of subcontractors and special contractors to be utilized.

2.5 Ability to Respond in Timely Manner with Adequate Resources

- 2.5.1 Demonstrate plan and approach to respond at maximum capacity following a notice to proceed, please provide an estimated timeline for response and mobilization.
- 2.5.2 Demonstrate adequate resources to support this and all current commitments; including, but not limited to, labor force, vehicles, cell phones, computers, cameras, safety equipment, supplies, etc. necessary to perform work pursuant to this RFP.

2.6 Cost (Price) This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).

- 2.6.1 Evaluated and ranked per Purchasing procedures.
- 2.6.2 The offeror shall propose a not-to-exceed amount for complete execution of this project as detailed in the Specifications or Statement of Work herein.
- 2.6.3 If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

2.7 Performance on Similar Recent Contracts

- 2.7.1 Provide contracts on all recent (five years) contracts for work similar in scope and size.
- 2.7.2 Proof of satisfactory or better performance on contracts of similar scope and size.

3. AWARD OF AGREEMENT

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

4. WEIGHTED CRITERIA

CRITERIA	MAX. POINTS
1. Compliance with Request for Proposals [Mandatory]	N/A
2. Quality of Response	10 Points
3. Experience and Knowledge of Reimbursement Programs, Procedures and Guidelines	20 Points
4. Ability of the Firm to Provide Complete Monitoring Services	20 Points
5. Ability to Respond in a Timely Manner with Adequate Resources	20 Points
6. Cost (Price) Evaluation	10 Points
7. <u>Performance on Similar Contracts</u>	20 Points
TOTAL POINTS	100 Points

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a “short-list” may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

5. ALTERNATIVE BEST VALUE SCORING

As an alternative to using a weighted criteria, the City may utilize a Best Value Scoring process. The Best Value Scoring will require the Evaluation Committee to assign a composite score rank, based on the Committee’s determination of the relative overall value of the Proposer’s response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration.

Specific Scoring Mechanism for this RFP: The weighted criteria shall be used for the initial evaluation of proposals for either short-listing, or as the final evaluation method if the number of responses received does not warrant a short-listing cycle. The City may then use the Best Value ranking for the final ranking of firms after the completion of the evaluation process and/or any oral presentations provided by the short-listed firms.

6. BEST & FINAL OFFER

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

7. DISCUSSIONS & PRESENTATIONS

Short-listed Proposers may be requested to make presentations to the Committee and/or the City Commission. The City may require additional information after evaluating the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted complete with favorable terms and show the Proposers most advantageous solution offered the City.

After presentations, if so requested, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for an award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-ranked Proposer. No Proposer shall have any rights against the City arising from such negotiations.

8. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state, federal laws, and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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PROPOSAL FORM**RFP 24-05R****DISASTER RECOVERY MANAGEMENT SERVICES**

NOTE: THIS FORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY! ALL PRICING MUST BE ENTERED ELECTRONICALLY VIA THE CITY'S ELECTRONIC PROCUREMENT SYSTEM AT www.tamarac.org/bids. BIDS NOT ENTERED ELECTRONICALLY WILL NOT BE CONSIDERED BY THE CITY.

The hourly rates shall include all costs, all applicable overhead and profit (excluding lodging, meals, and transportation).

Key Positions – Provide resumes for the Project Manager and Operations Manager. Provide job descriptions for other key positions listed in the NARRATIVE UPLOAD.

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Field Supervisor	\$ _____	210	\$ _____
Debris Site / Tower Monitors	\$ _____	1,740	\$ _____
Field Coordinators (Crew Monitors)	\$ _____	7,830	\$ _____
Project Manager	\$ _____	80	\$ _____
Operations Manager	\$ _____	100	\$ _____
FEMA Coordinator	\$ _____	20	\$ _____
Scheduler / Expeditors	\$ _____	100	\$ _____
GIS Analyst	\$ _____	20	\$ _____
Environmental Specialist	\$ _____	30	\$ _____
Project Inspector (Citizen Site Monitors)	\$ _____	3,920	\$ _____
Load Ticket Date Entry Clerks (QA / QC)	\$ _____	2,180	\$ _____
Billing / Invoice Analysts	\$ _____	60	\$ _____
Administrative Assistants	\$ _____	150	\$ _____
Public Assistance Coordinator (Section 4 of Statement of Work)	\$ _____	200	\$ _____
Assistant to Public Assistance Coordinator (Section 4 of Statement of Work)	\$ _____	200	\$ _____
Total			\$ _____

Other required positions – Proposer may include other positions, with hourly rates and attach job description for each position.

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Data Manager**	\$ _____	25	\$ _____

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical event. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.

** Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City’s representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

Note: Provide both unit price and extended total. Price **must** be stated in the units shown in the proposal form, and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

City of Tamarac Travel and Subsistence Policy and Allowances

The City of Tamarac will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

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SAMPLE FORM AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a **STATE** corporation with principal offices located at _____ (the "Contractor") to provide DISASTER RECOVERY MANAGEMENT SERVICES for the City of Tamarac.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement RFP #24-05R for "DISASTER RECOVERY MANAGEMENT SERVICES", issued by the City of Tamarac on Month Date, Year including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Proposers), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Proposal response dated Month Date, Year, Attachment A – REQUIREMENTS FOR FEDERAL GRANTS – SECTION A -- PROCUREMENT STANDARDS AND SECTION B -- PART 2, 200 – APPENDIX II and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFP #24-05R for "DISASTER RECOVERY MANAGEMENT SERVICES" as issued by City, and the Contractor's Proposal response; RFP 24-05R for DISASTER RECOVERY MANAGEMENT SERVICES" as issued by City shall take precedence over the Contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors / subconsultants, if any, with respect to the work and services described herein.

3. INSURANCE

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors / subconsultants comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:
- General Liability - \$1M/\$2M
 - Automobile – \$1M/\$1M
 - Workers Comp – Statutory

4. CONTRACT TERM

- 4.1** The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon date of award by the City or at a date mutually agreeable with the successful Contractor, whichever is later and shall expire three (3) years from that date. Upon completion of the first three (3) year period, the City reserves the right to renew the Contract for up to two (2) additional three (3) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 4.2** In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing & Contracts Manager. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

4.3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Once the Contractor is activated after and event, through the issuance of a Notice to Proceed, The work to be performed under this Agreement shall be commenced not

later than ____ days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Number of Days In Words (###)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents.

5. CONTRACT SUM

Pricing shall conform to the pricing schedule submitted by Contractor, included herein as Attachment B. Unit pricing shall govern for all work performed.

6. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the proposal number, #24-05R, project name, project number, and purchase order number. The City has up to thirty (30) business days to review, approve and pay all invoices after receipt. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7. REMEDIES

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8. WARRANTY

Contractor warrants the service provided are in accordance with the specifications of Bid No. 23-23B. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

9. INDEMNIFICATION

9.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors / subconsultants, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

9.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

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

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

10.1 During the performance of the Contract, the Contractor and its subcontractors / subconsultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.

10.2 The Contractor will take affirmative action to ensure that employees and those of its subcontractors / subconsultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.3 The Contractor and its subcontractors / subconsultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors / subconsultants, if any, will be made aware of and will comply with this nondiscrimination clause.

11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance

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

12. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

13. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
 City Manager
 City of Tamarac
 7525 N.W. 88th Avenue
 Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Name:
 Address:
 FIN/EIN:
 Contract Licensee:
 Contact:
 Email:
 Phone:
 Fax:

14. TERMINATION

14.1 Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

14.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

15. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17. SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

19. UNCONTROLLABLE CIRCUMSTANCES

19.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement

can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22. CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23. SCRUTINIZED COMPANIES - 287.135 AND 215.473

23.1 By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

23.1.1 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

23.1.1.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.1.1.2 Is engaged in business operations in Syria.

- 23.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

24. PUBLIC RECORDS

- 24.1** The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- 24.1.1** Keep and maintain public records required by the CITY in order to perform the service.
 - 24.1.2** Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.
 - 24.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.
 - 24.1.4** Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.
- 24.2** During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

25. E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors / subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors / subconsultants to provide Contractor with an affidavit stating that the

subcontractor / subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's / subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor / subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor / subconsultant knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor / subconsultant. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor / subconsultant shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors / subconsultants to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor / subconsultant or lower tier subcontractor / subconsultant with the clauses set forth in this section.

26. GRANT FUNDING REQUIREMENTS:

- 26.1** Items purchased from this Agreement may be funded by federal grants. Purchases made herein are made in accordance with the requirements of Federal Regulations contained in Title 2 Code of Federal Regulations (CFR) Part 200, "Procurement Standards" as well as regulations promulgated by Federal Agencies including the Office of Management and Budget (OMB) or other federal agencies providing such grants in conjunction with the City's needs.
- 26.2** The City has included the text of the Federal Grant Requirements "Procurement Standards" and incorporated 2 C.F.R. Part 200 §§ 200.317 through 200.327, along with Appendix II as ATTACHMENT A – "REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS" to this solicitation. Contractor shall agree to the applicable requirements of Appendix II for grants. Federal requirements will not apply to projects which are not funded by Federal agencies either directly or through another agency when the City is a subrecipient of federal grant funding.

27. CUSTODIAN OF RECORDS

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

CITY CLERK

**7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / Owner duly authorized to execute same.

CITY OF TAMARAC

 Michelle J. Gomez, Mayor

 Date

ATTEST:

 Levent Sucuoglu, City Manager

 Kimberly Dillon, CMC
 City Clerk

 Date

 Date

Approved as to form and legal sufficiency:

 Hans Ottinot, City Attorney

 Date

ATTEST:

 Company Name

 Company Name

 Signature of Corporate Secretary

 Signature of President / Owner

 Name of Corporate Secretary

 Name of President / Owner

(CORPORATE SEAL)

 Date

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CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ :SS
_____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, President of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of _____, 20__.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally, known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

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Attachment A – REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS

**THIS EXHIBIT APPLIES ONLY TO PROJECTS UTILIZING FEDERAL FUNDING AND
DOES NOT APPLY TO PROJECTS THAT DO NOT UTILIZE FEDERAL FUNDING**

A. PROCUREMENT STANDARDS

This document shall be incorporated as a contract document attachment for 24-05R DISASTER RECOVERY MANAGEMENT SERVICES which may be partially or fully funded through a federal grant provided to the City of Tamarac ("CITY"). Therefore, when the CITY engages in contracting for such projects. Contractors / Consultants should familiarize themselves with the regulations and requirements contained below and in Part 2 C.F.R. 200 Sections 317-327 "PROCUREMENT STANDARDS", provided for reference, and must comply with the applicable provisions of 2 C.F.R. Appendix II included herein when CITY projects are funded with Federal Funds.

For purposes of this Agreement, any references to a "Non-Federal entity" of a "subrecipient" of a State included herein shall mean the City of Tamarac ("CITY").

Contractor / Consultant agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules, and regulations which may pertain to the Services required under the Agreement, including but not limited to the following:

1. 200.317 PROCUREMENT BY STATES & NON-FEDERAL ENTITIES (Not applicable to non-federal local governments)

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

2. 200.318 (a-b) GENERAL PROCUREMENT STANDARDS

The CITY has documented procurement procedures and will conform to the procurement standards identified in §§ 200.317 through 200.327. In accordance with the requirements of this grants, the CITY shall maintain oversight to ensure that Contractors / Consultants perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

3. 200.318 (c)(1) FEDERAL NON-CONFLICT

- a. The CITY maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of

the CITY may neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors / Consultants or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CITY.

- b. The CITY maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the CITY is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

4. 200.318 (d) AVOIDING ACQUISITION OF UNNECESSARY OR DUPLICATIVE ITEMS

The CITY shall consider consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

5. 200.318 (e) PROMOTE COST-EFFECTIVE USE OF SHARED SERVICES

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the CITY encourages entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

6. 200.318 (f) SURPLUS PROPERTY

The CITY encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

7. 200.318 (g) VALUE ENGINEERING

The CITY encourages the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at an overall lower cost.

8. 200.318 (h) RESPONSIBLE CONTRACTOR

The CITY shall award contracts only to responsible Contractors / Consultants possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

9. 200.318 (i) HISTORY/METHODOLOGY OF PROCUREMENT

The CITY shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, Contractor / Consultant selection or rejection, and the basis for the contract price.

10. 200.318 (j) TIME-AND-MATERIALS CONTRACT

The CITY may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the Contractor / Consultant exceeds at its own risk. Time-and-materials type contract means a contract whose cost to the CITY is the sum of:

- a. The actual cost of materials; and
- b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the Contractor / Consultant for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the Contractor / Consultant exceeds at its own risk. Further, if this methodology is utilized the CITY awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the Contractor / Consultant is using efficient methods and effective cost controls.

11. 200.318 (k)

The CITY alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the CITY of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the CITY unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

12. 200.319 COMPETITION

- a. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- b. In order to ensure objective Contractor / Consultant performance and eliminate unfair competitive advantage, Contractors / Consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or between affiliated companies;
 4. Noncompetitive contracts to Contractors / Consultants that are on retainer contracts;
 5. Organizational conflicts of interest;
 6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 7. Any arbitrary action in the procurement process.

- c. The CITY must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- d. The CITY has written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- e. The CITY has ensured that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the CITY has not precluded potential bidders from qualifying during the solicitation period.
- f. Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

13. **200.320 Methods of procurement to be followed**

The CITY has documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- a. **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by the CITY, formal procurement methods are not required. The CITY may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
 - 1. **Micro-purchases** –

- i. **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the CITY should distribute micro-purchases equitably among qualified suppliers.
 - ii. **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the CITY considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the CITY.
 - iii. **Micro-purchase thresholds.** The CITY is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations. The CITY may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.
 - iv. **CITY increase to the micro-purchase threshold up to \$50,000.** The CITY may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The CITY may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - A. A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;
 - B. An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - C. For public institutions, a higher threshold consistent with State law.
 - v. **The CITY may increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The CITY must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
2. **Small purchases –**
 - i. **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the CITY.
 - ii. **Simplified acquisition thresholds.** The CITY is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented

procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations.

- b. **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by the CITY, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the CITY determines to be appropriate:

1. **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
 - i. In order for sealed bidding to be feasible, the following conditions should be present:
 - A. A complete, adequate, and realistic specification or purchase description is available;
 - B. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - ii. If sealed bids are used, the following requirements apply:
 - A. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - B. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - C. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - D. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

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firms are used when possible.

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

15. 200.322 Domestic preferences for procurements (NOT APPLICABLE TO THIS AGREEMENT FOR PROFESSIONAL SERVICES)

- a. As appropriate and to the extent consistent with law, the CITY, to the greatest extent practicable under a Federal award, will provide a preference and encourages the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. 200.322 Procurement of recovered materials (NOT APPLICABLE TO THIS AGREEMENT FOR PROFESSIONAL SERVICES)

The CITY encourages and the Contractor / Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. 200.324 Contract cost and price

- a. The CITY has performed a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the CITY has made independent estimates before receiving bids or proposals.

- b. The CITY shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor / consultant, the contractor's / consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- c. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the CITY under [subpart E of this part](#). The CITY may reference its own cost principles that comply with the Federal cost principles.
- d. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

18. 200.325 Federal awarding agency or pass-through entity review

- a. The CITY will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the CITY desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- b. The CITY shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - 1. The CITY's procurement procedures or operation fails to comply with the procurement standards in this part;
 - 2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - 3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - 4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - 5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

- c. The CITY would be exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 1. The CITY may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 2. The CITY may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the CITY that it is complying with these standards. The CITY must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

19. 200.326 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the CITY provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor / Consultant for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c. A payment bond on the part of the Contractor / Consultant for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. 200.327 Contract provisions

The CITY's contracts shall contain the applicable provisions described in appendix II to this part. The following provisions of Appendix II of 2 CFR 200 are hereby incorporated as applicable as a part of this Agreement.

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B. APPENDIX II of 2 CFR 200

Contractor/Consultant agrees to all Provisions shown below under Appendix II of 2 CFR 200 as sections which are hereby incorporated in this Agreement for projects utilizing Federal Grant Funding:

1. FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The CITY and CONTRACTOR/CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor / Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. CONTRACTOR / CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor / subconsultant who will be subject to its provisions.

2. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor / Consultant shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor / Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

3. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor / Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their Contractors / Consultants or subgrantees). All Contractor / Consultants and sub-Contractor / Consultants performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor / Consultant agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

4. DAVIS-BACON & RELATED ACTS –

This requirement shall not apply to work performed by Contractor / Consultant under this Agreement, however, Contractor / Consultant may be required to include requirements for adherence to these statutes when developing Scope of Work / Specification documents for a federally funded project requiring construction, alteration or repair of public buildings or public works.

If construction, alteration or repair of public buildings or public works project is funded or assisted under one or more Federal statutes, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of

Davis-Bacon wage rates.

- a. Contractor / Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractor / Consultant must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor / Consultant must be required to pay wages not less than once a week.
- b. The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, Contractors / Consultants or their sub-contractors / consultants are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.
- c. In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be *used* in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

5. COPELAND ANTI-KICKBACK ACT.

- a. The Contractor / Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. Contractor / Consultant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.
- b. Subcontracts. The Contractor / Consultant or subcontractor / subconsultant shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractor / subconsultants to include these clauses in any lower tier subcontracts. The prime Contractor / Consultant shall be responsible for the compliance by any sub-Contractor / Consultant or lower tier subcontractor / subconsultant with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor / Consultant and subcontractor / subconsultant as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

The Contractor / Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

“Compliance with the Contract Work Hours and Safety Standards Act.”

- a. (1) Overtime requirements. No Contractor / Consultant or subcontractor / subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor / Consultant and any subcontractor / subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such and subcontractor / subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. (3) Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor / Consultant or subcontractor / subconsultant under any such contract or any other federal contract with the same prime contractor / consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor / consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor / Consultant or subcontractor / subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. (4) Subcontracts. The Contractor / Consultant or subcontractor / subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors / subconsultants to include these clauses in any lower tier subcontracts. The prime Contractor / Consultant shall be responsible for compliance by any sub-Contractor / Consultant or lower tier subcontractor / subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

7. FEDERAL CLEAN AIR AND WATER ACTS

Contractor / Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the applicable federal administrating agency and the Regional Office of the Environmental Protection Agency (EPA).

8. DHS SEAL, LOGO, AND FLAGS.

Contractor / Consultant shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

9. SUSPENSION AND DEBARMENT.

- a. Non-federal entities are subject to the non-procurement debarment and

suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- b. If the resulting contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor / Consultant is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- c. The Contractor / Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- d. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor / Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

If Contractor / Consultant fail to perform to the satisfaction of the City any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Contractor / Consultant requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. In the event that a dispute, if any, arises between City and Contractor / Consultant relating to this Agreement, performance or compensation hereunder, Contractor / Consultant shall continue to render service in full compliance with all terms and conditions of the resulting agreement as interpreted by City regardless of such dispute. Unless otherwise provided for in the resulting agreement, all claims, counter-claims, disputes and other matters in question between the City and the Contractor, arising out of or relating to the resulting agreement, or the breach of it, will be first forwarded to the City Manager, the parties agree to reasonably negotiate the for resolution of the matter, upon failure of said negotiations to resolve the dispute, the parties may present the matter to a court of competent jurisdiction.

11. RIGHTS TO INVENTIONS

Contractor / Consultant agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

12. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the CITY, contractor, or any other party pertaining to any matter resulting from the contract.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Contractor / Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

14. FRAUDULENT STATEMENTS

Contractor / Consultant acknowledges that 31 U.S.C. Chap. 38 applies to Contractor's actions pertaining to this Agreement.

15. ANTI-LOBBYING.

Contractors / Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20). The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

16. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor / Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

Contractor / Consultant shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that Contractor / Consultant is required to take the affirmative steps listed in items (a.) through (e.) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- f. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- g. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- h. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- i. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- j. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19. REPORTING & RETENTION OF RECORDS

Pursuant to 44 CFR 13.36(i)(7), Contractor / Consultant shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the applicable federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Contractor / Consultant which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide applicable federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

20. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Prohibitions: Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the Contractor / Consultant and its subcontractors / subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- a. **Exceptions:** This Section does not prohibit Contractor / Consultant from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- b. **Reporting requirement:** In the event Contractor / Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor / Consultant is notified of such by a sub-Contractor / Consultant at any tier or by any other source, the Contractor / Consultant shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. The Contractor / Consultant shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor / Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered

telecommunications equipment or services. The Contractor / Consultant shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

- c. **Domestic Preference for Procurements:** As appropriate, and to the extent consistent with law, the Contractor / Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

If applicable, the Contractor / Consultant grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Contractor / Consultant will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Contractor / Consultant will deliver to the Contractor / Consultant data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Contractor / Consultant.

22. **PERSONALLY, IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, Contractor / Consultant must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a Contractor / Consultant or employee should experience any loss or potential loss of PII, the City shall be notified immediately of the breach or potential breach.

23. **RIGHTS IN DATA**

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor / Consultant pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

24. **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, Contractor / Consultant is required to take all necessary steps

identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

25. INSPECTION AND ACCEPTANCE

The City has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the Contractor / Consultant. The Contractor / Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the product to the City within seven (7) days of notification or a later date if extended by the City. Failure by the Contractor / Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's / Consultant's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

26. DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

27. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor / Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

28. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor / Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

29. DISCRIMINATION PROHIBITED.

Statutes and regulations prohibiting discrimination which may be applicable to the resulting agreement include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and

Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

30. DRUG FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

31. PROHIBITION OF GRATUITIES

By submission for this solicitation, the Contractor / Consultant certifies that no employee has or shall benefit financially or materially from such submission or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

Agreed to and incorporated into RFP #24-05R DISASTER RECOVERY MANAGEMENT SERVICES:

Company Name

Signature of Authorized Representative

Type/Print Name of Authorized Representative

Date

ATTACHMENT B – PRICING/RATE SCHEDULE (TO BE ADDED AT TIME OF CONTRACT AWARD)

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Date: April 4, 2024

Addendum #1

Bid Opportunity: RFP 24-05R - DISASTER RECOVERY MANAGEMENT SERVICES

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. RFP 24-05R - DISASTER RECOVERY MANAGEMENT SERVICES

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

Question 1:

Please confirm that any charges for the use of an Automated Debris Management System (ADMS) will be included in the hourly rates provided and not as a separate hourly rate, separate flat rate, or substitutional charge for any listed position.

Answer 1:

The cost of ADMS should be incorporated into the final cost proposal.

Question 2:

Will special costs associated with specialized programs (such as boat rental and marine expenses for waterway debris removal monitoring) be able to be billed at cost without markup, if required?

Answer 2:

Yes, if done in accordance with FEMA guidance at the time.

Question 3:

o Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an ADMS has become the industry standard and is utilized in any modern debris operation. Because of this, the use of ADMS has eliminated the need for multiple traditional paper ticketing processes and positions. We request the load ticket data entry clerk position on the cost/proposal form be removed as this position's function would not be utilized in an activation utilizing an ADMS.

Answer 3:

This can be listed as an exception in the proposal.

Question 4:

Please confirm that the cover, cover letter, licenses/certifications, and all forms are also excluded from the page limits?

Answer 4:

All licenses, certifications, and/or permits shall be listed in the Narrative. All copies of uploaded (Document Upload 6) licenses, certifications, and/or permits need to be uploaded to the City's e-procurement platform (Excluded from the page count of the narrative).

Question 5:

Please confirm that for the scope of work listed on page 41 under the heading 4. Public Assistance Consulting Services, Staff Augmentation, and Audit Support the City intends that the selected contractor provide these services for FEMA Categories of Work A-G?

Answer 5:

Yes, that is correct. The scope of work for Public Assistance Consulting Services, Staff Augmentation, and Audit Support includes the services for FEMA Categories of Work A-G and Z. The FEMA Categories include the following:

Categories of Public Assistance

Emergency Work

Category A: Debris removal

Category B: Emergency protective measures

Permanent Work

Category C: Roads and bridges

Category D: Water control facilities

Category E: Public buildings and contents

Category F: Public utilities

Category G: Parks, recreation, and other facilities

Administrative Cost

Category Z: Administrative cost

Please acknowledge Receipt & Review this addendum online with your submittal at the following link: <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Vest', is positioned above the printed name.

Daniel Vest, CPCM
Assistant Procurement & Contracts Manager

Date: April 4, 2024

Addendum #2

Bid Opportunity: RFP 24-05R - DISASTER RECOVERY MANAGEMENT SERVICES

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. RFP 24-05R - DISASTER RECOVERY MANAGEMENT SERVICES

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

Question 1:

Would the City allow us to include staff qualifications, including an organizational chart and resumes, in Tab 4 "Personnel and Equipment Identifier" rather than Tab 2?"

Answer 1:

Yes, the City will allow the Proposer to include staff qualifications, including an organizational chart and resumes in Tab 4 "Personnel and Equipment Identifier" rather than Tab 2.

Please acknowledge Receipt & Review this addendum online with your submittal at the following link: <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,



Daniel Vest, CPCM
Assistant Procurement & Contracts Manager

Date: April 8, 2024

Addendum #3

Bid Opportunity: RFP 24-05R - DISASTER RECOVERY MANAGEMENT SERVICES

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. RFP 24-05R - DISASTER RECOVERY MANAGEMENT SERVICES

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

- I. The following has been amended:
 - a. The Proposal Form has been revised and are incorporated hereinto as ATTACHMENT #1 – REVISED Proposal Form

Sincerely,



Daniel Vest, CPCM
Assistant Procurement & Contracts Manager

PROPOSAL FORM

RFP 24-05R

DISASTER RECOVERY MANAGEMENT SERVICES

NOTE: THIS FORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY! ALL PRICING MUST BE ENTERED ELECTRONICALLY VIA THE CITY'S ELECTRONIC PROCUREMENT SYSTEM AT www.tamarac.org/bids. BIDS NOT ENTERED ELECTRONICALLY WILL NOT BE CONSIDERED BY THE CITY.

The hourly rates shall include all costs, all applicable overhead and profit.

Key Positions – Provide resumes for the Project Manager and Operations Manager. Provide job descriptions for other key positions listed in the NARRATIVE UPLOAD.

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Field Supervisor	\$ _____	210	\$ _____
Debris Site / Tower Monitors	\$ _____	1,740	\$ _____
Field Coordinators (Crew Monitors)	\$ _____	7,830	\$ _____
Project Manager	\$ _____	80	\$ _____
Operations Manager	\$ _____	100	\$ _____
FEMA Coordinator	\$ _____	20	\$ _____
Scheduler / Expeditors	\$ _____	100	\$ _____

GIS Analyst	\$ _____	20	\$ _____
Environmental Specialist	\$ _____	30	\$ _____
Project Inspector (Citizen Site Monitors)	\$ _____	3,920	\$ _____
Load Ticket Date Entry Clerks (QA / QC)	\$ _____	2,180	\$ _____
Billing / Invoice Analysts	\$ _____	60	\$ _____
Administrative Assistants	\$ _____	150	\$ _____
Public Assistance Coordinator (Section 4 of Statement of Work)	\$ _____	200	\$ _____
Assistant to Public Assistance Coordinator (Section 4 of Statement of Work)	\$ _____	200	\$ _____
Total			\$----- --

Other required positions – Proposer may include other positions, with hourly rates and attach job description for each position.

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Data Manager**	\$ _____	25	\$ _____

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical event. This is a “requirements” based

contract and no minimum amount of hours/work is guaranteed or implied.

**** Data Manager:** oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

Note: Provide both unit price and extended total. Price **must** be stated in the units shown in the proposal form, and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

City of Tamarac Travel and Subsistence Policy and Allowances

The City of Tamarac will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

Date: April 9, 2024

Addendum #4

Bid Opportunity: RFP 24-05R - DISASTER RECOVERY MANAGEMENT SERVICES

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. RFP 24-05R - DISASTER RECOVERY MANAGEMENT SERVICES

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

Question 1:

In addendum 1, we see that the City provided a partial response to our question (see Q4). Can the City please clarify whether the cover, cover letter, licenses/certifications and other general information is excluded from the page count? The City's current response to Question 4 was unclear and didn't address the items in question. If possible, please let us know as soon as possible since the deadline is quickly approaching.

Answer 1:

The cover page and cover letter are part of the total page count of the narrative. You can list your licenses, certifications, and/or permits in the narrative (they will not be part of the page count) and upload the actual licenses/certifications to the City's e-procurement platform as separate documents from your proposal.

Sincerely,



Daniel Vest, CPCU
Assistant Procurement & Contracts Manager



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

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

Town Council
Steve Breitkreuz, Mayor

David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 7/25/2024
SUBJECT: Circle S. Estates Homeowners Association Neighborhood Safety Grant Application

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

On April 23, 2015 the Town Council adopted Resolution 2015-033 establishing a Neighborhood Safety Grant Program open to Town recognized homeowners and civic associations. This Resolution states the Town Council is solely responsible for reviewing and awarding the grant applications. The grant criteria package is attached.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of at twenty-five (25) percent of the amount sought, which shall not include in-kind services. All grants shall be paid out as reimbursements based upon certain milestones being met.

The Circle S. Estates Homeowners Association (Grantee) has submitted a Neighborhood Safety Grant Application to install an electronic license plate reader with two cameras, entranceway and roundabout lighting and safety signage.

The Grantee shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such a permit, as provided by the Town Code of Ordinances, including, but not limited to, the Dark Skies Ordinance, and any other lawful requirements. The Grantee must comply with all applicable laws and ordinances, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations, nor does it constitute approval of the Project for development.

The community's site plan approval has this as a condition of approval, which will also need to be met before work commences: *"The Rural Public Arts and Design Advisory Board shall review the community entrance sign and make design recommendations. Developer shall consider its recommendations. Stylistic changes made consistent with the Board's recommendations shall be approved administratively."*

Fiscal Impact/Analysis

The Circle S. Estates Homeowners Association is requesting a grant in the amount of \$40,000 from the Town to partially fund the \$50,000 expenditure. Circle S Estates Homeowners Association will be responsible for any costs exceeding the grant award and for all costs relating to the future maintenance of the system.

Town Grant (max):	\$40,000
Grantee Match (25%):	\$10,000
Total Project Cost:	\$50,000

Eight Thousand Dollars (\$8,000.00) is budgeted in FY 2023-2024 Adopted Town Budget within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants. Therefore, a Budget Amendment to the Fiscal Year 2023-2024 Adopted Town Budget is needed as follows:

Revenue Increase	
Appropriated Fund Balance (001-0000-399-39900)	\$32,000
Expenditure Increase	
Fund for Beautification / Safety Grants (001-3900-519-46110)	\$32,000

Staff Contact:

Emily McCord, Community Services Manager
Emil C. Lopez, Town Financial Administrator
Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/18/2024	Resolution
Exhibit A - Circle S. Estates Homeowners Association Neighborhood Safety Grant Application	7/17/2024	Exhibit
Exhibit B - Grant Criteria Package	7/17/2024	Exhibit
Exhibit C - Grant Agreement	7/18/2024	Exhibit

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE NEIGHBORHOOD SAFETY GRANT AWARD IN THE AMOUNT OF FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00) TO THE CIRCLE S ESTATES HOMEOWNERS ASSOCIATION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 ADOPTED TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 166 and 170, Florida Statutes gives the Town of Southwest Ranches the authority to establish a neighborhood safety grant program; and

WHEREAS, on April 23, 2015, the Town Council approved Resolution 2015-033 establishing a Neighborhood Grant Safety Program; and

WHEREAS, Circle S Estates Homeowners Association has submitted a Neighborhood Safety Grant Application to the Town, which is attached hereto as Exhibit "A"; and

WHEREAS, the Town Council is solely responsible for reviewing and making Neighborhood Grant Safety Program grant awards; and

WHEREAS, the Town Council set specific criteria for the Neighborhood Safety Grant, which is attached hereto as Exhibit "B"; and

WHEREAS, the maximum grant award is Forty Thousand Dollars and Zero Cents (\$40,000.00); and

WHEREAS, all grants require a minimum of at least a twenty-five percent (25%) match; and

WHEREAS, Circle S. Estates Homeowners Association desires to install an electronic license plate reader with two cameras, entranceway and roundabout lighting and safety signage totaling Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, Circle S Estates Homeowners Association is requesting a Neighborhood Safety Grant in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00); and

WHEREAS, Circle S Estates Homeowners Association will contribute a twenty-five percent (25%) match to the total grant amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), which totals Ten Thousand Dollars and Zero Cents (\$10,000.00); and

WHEREAS, Circle S Estates Homeowners Association will be responsible for any costs exceeding the grant award and for all costs relating to the future maintenance of the system; and

WHEREAS, Eight Thousand Dollars and Zero Cents (\$8,000.00) is budgeted in FY 2023-2024 Adopted Town Budget within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants; and

WHEREAS, a budget amendment is required to award this Neighborhood Safety Grant application; and

WHEREAS, it has been determined to be in the public's best interest to award the Neighborhood Safety Grant to Circle S Estates Homeowners Association; and

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

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

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

Section 2. The Town Council hereby approves a Neighborhood Safety Grant award in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) to the Circle S Estates Homeowners Association, in accordance with the terms and conditions contained within the Neighborhood Safety Grant criteria and the Agreement attached hereto as Exhibit "C", which is incorporated herein by reference.

Section 3. The Town Council hereby approves a Budget Amendment to the Fiscal Year 2023-2024 Adopted Town Budget as follows:

Revenue Increase	
Appropriated Fund Balance (001-0000-399-39900)	\$32,000
Expenditure Increase	
Fund for Beautification / Safety Grants (001-3900-519-46110)	\$32,000

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.037.2024

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Neighborhood Safety Grant Program

FY 2014-2015

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331
954-434-0008
www.southwestranches.org**

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Neighborhood Safety Grant Program

FY2014/2015

PURPOSE

The purpose of the Neighborhood Safety Grant Program is to promote the undertaking of activities by Town neighborhoods to promote safety throughout their communities. The Town Council has approved project funding in the amount not to exceed of \$40,000 for the 2014/2015 fiscal year, which would allow for organized neighborhood, civic, and homeowner associations, which are recognized by the Town, to apply to the Town for monies to be used in executing a neighborhood safety program. Promotion of Safe Neighborhoods shows commitment by the Town and its residents to help secure the entire community.

WHO CAN APPLY

Neighborhood Safety Grants are available to Town recognized homeowner and civic associations. Individual homeowners are not eligible.

A neighborhood, civic, or homeowner association's Board of Directors must vote on and approve the grant application prior to submitting to the Town.

All Neighborhood Safety Grant projects shall be completed within nine (9) months of receiving funding.

GRANT REQUIREMENTS

Only one application per Town recognized homeowner and civic associations shall be permitted. Multiple applications from the same applicant shall invalidate all submittals.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of at twenty-five (25) percent of the amount sought, which shall not include in-kind services.

All grants shall be paid out as reimbursements based upon certain milestones being met, which shall be delineated in the grant agreement.

All grant awards, the amount of such award, and the criteria utilized to make such an award, shall be in the sole discretion of the Town Council.

TO BE ELIGIBLE, THE PROJECT SHALL CREATE AND MAINTAIN SAFER COMMUNITIES

Improve the safety of the particular community where the money is sought.

Address a noted neighborhood deficiency or a deficiency which is likely to occur.

Have significant neighborhood support and involvement from residents.

Enhance the overall wellbeing of the neighborhood.

APPLICATION PROCESS

The following items shall be attached to the Safety Grant application:

1. Project narrative, including the public purpose for the project
2. 3 quotes for proposed work, which may include the soft costs
3. A complete budget showing total cost of the project
4. Photos of existing site conditions
5. Other documentation specifically requested by staff.

STAFF CONTACT

For additional information on the Neighborhood Safety Grant program, or to schedule a meeting, you may contact Stephanie Ducheine-Welsh at 352-256-5558.

Town of Southwest Ranches
Neighborhood Safety Grant Program

APPLICATION INSTRUCTIONS AND REQUIREMENTS

Project Name:

Circle S Estates Security & Safety Plan

Neighborhood:

Circle S Estates

Type of Organization (Neighborhood, Civic, Homeowner's Association, etc.):

Homeowners Association

Mailing Address:

7787 NW 146th Street Miami Lakes, FL 33016

Name and Title of Contact Person:

Stephanie Ducheine-Welsh

Phone:

Daytime: (352)256-5558

Fax: (954)337-8574

Email Address:

ducheine@rightstojustice.com

- | | | |
|----|---|-------------|
| 1. | What is the amount of your grant request?
<i>(Amount must not exceed \$40,000, with a minimum financial match of at least 25%)</i> | \$40,000.00 |
|----|---|-------------|

Town of Southwest Ranches
Neighborhood Safety Grant Program

Project Information:

1. Project location (Please provide physical address, subdivision or project limits and/or attach map)

This project will apply to the common areas for Circle S Estates, located at the corner of Dykes and Griffin Road (15990 Griffin Road Southwest Ranches, FL 33331). A map of the property is attached.

2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:

The Circle S HOA is in immediate need of implementing security measures such as trespassing, private property, and warning signage, license plate readers, lighting for the entrance signs, pathway and roundabout. There will also be a no u-turn sign at the entrance on the easement on Dykes Road and rubber street dividers to prevent dangerous u-turns, if permitted.

3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.

There will be an electric license reader placed right at the entrance (one pole with 2 cameras) that will scan the tags once a vehicle enters and exits the premise. The information will integrate with the town of Davie police system who will also provide monitoring. There will be two NO U-TURN signs on Dykes Road (18x12-reflective background). We also would like to place the following signs: No Trespassing, Private Property and Warning- Neighborhood Crime. These will be placed on green posts. The size will range from 24x18 on a reflective background. There will be lighting on the signs at our front entrance and around the tree at the roundabout to alleviate the accidents. We are requesting rubber dividers be placed on Dykes to prevent the constant u-turns at the entrance. See attached estimates.

4. Describe the Resident/Community involvement in accomplishing this project.

The Circle S Board of Directors are leading this initiative; however many residents are very aware and interested in protecting the community due to the increased amount of crime and vandalism in the neighborhood and surrounding areas.

5. Does this project require the assistance or approval of a Town department? If yes, describe what is required from the Town to implement the project. (Planning and Zoning, Engineering).

This project will require approval from the zoning department for the no U-turn signs on the Dykes Road easement, the rubber dividers on Dykes to prevent U-turns. Planning and Zoning may have to oversee the installation of the license readers in addition to integration with the town of Davie Police.

6. Estimate how long it will take to complete the project (not to exceed nine months).

This project should be fully completed between 60-90 days from commencement.

7. Will you be removing any existing plants or trees? ____ Yes x No (check one). If so, please explain, indicate the number of plants, their species and reason for removal. A tree removal permit may be required from the Town of Southwest Ranches.

8. Clearly show public right-of-ways, easements and private lands on the plans.

Please see attached.

PROJECT FUNDING

A. Funds requested (\$40,000 max): \$40,000.00

B. Match (minimum of 25%): \$10,000.00

C. Total Project Cost (Sum of Lines A & B): \$50,000.00

I (we), the applicant of the above described project understand that the intent of this application is only for purposes of pre-qualifying and does not guarantee acceptance or approval and no commitment is hereby made, in whole or in part, on behalf of the applicant, Town Staff, or the Southwest Ranches Town Council.

[X] I understand and agree to these terms

CERTIFICATION OF THE APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief. Providing false information shall disqualify the applicant from the approval process for the **2014-2015** fiscal year.

Verification of any information contained in this application may be obtained by Town Staff from any available source.



Applicant Signature

11/14/2023 & 6/7/2024
Date



10.05.2020

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Vendor Options by Category

LPR Quotes

<i>Vetted Security Solutions</i> -Solar cameras	\$27,563.77
<i>Vetted</i> - none solar with added video cameras	\$37,460.52
<i>Vetted</i> -none solar without cameras	\$20,148.91
<i>Vetted</i> - none solar/no cameras added (power installation)	\$28,486.32

Entrance Sign Permanent Lighting

<i>SIGNS by Designed</i> -Backlighting to existing logo-letters and logo- Remove & Replace	\$8,150.00
LC Sign- Backlight stainless steel signage (no installation)	\$2,425.00
<i>Next Level</i> -LED Signs, outlets, security cameras (with installation)	\$26,215.00

Electrical- Underground Cables

<i>Nextlevel</i> - 850 feet of underground cable and pvc pipes-permits-2 poles for cameras	\$26,215.00
-Landscape lights (low voltage) timer	\$3,300.00
<i>Mauricio Lezama Electric</i> -400 feet of underground cable ran to four locations	\$7,800.00
<i>Dusk Till Dawn</i> -Sign lighting, path lighting, tree lighting, wiring	\$54,107.00

Traffic Delineators

Huuurr Homes-Delineators and Pavement Mount	\$4,631.00
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Metal Signage

<i>Sign Studio</i> -Submitted by Circle S HOA Board-Completed	\$798.76
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Vetted Security Solutions

4185 35th St N
Saint Petersburg, FL 33714
Office Phone: (727) 440-3245

Purchaser: Russell Muniz
Purchaser Phone Number: +1 954-434-0008
Purchaser Email: rmuniz@southwestranches.org
Quote Name: Town of Southwest Ranches (FL) Circle S Estates - Solar LPR
Quote #: Q-09667-2
Job Number: 9473
Date: 10/4/2023
Expires On: 11/3/2023

Ship To
Town of Southwest Ranches (FL)
13400 Griffin Rd
Southwest Ranches, FL 33330
USA

Bill To
Town of Southwest Ranches (FL)
13400 Griffin Rd
Southwest Ranches, FL 33330
USA

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mike Reese	(727) 902-1173	mreese@vettedsecuritysolutions.com	Ground	Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	VSS-SOLAR-MAIN-2L5F	<ul style="list-style-type: none">• Aluminum Pole Mount Enclosure• 2x Vigilant Dual Lens L5F Camera• Geographically Sized High Output Solar Panel• 2x 100ah LiPo batteries• 5G / 4G Sierra RV55 Low Draw Router / Modem• External 3-1 antenna• Intelligent LiPo Battery Charger• Antara 5 port POE industrial switch• Ruggedized PC• Fan with interior thermostat• Web Monitor Included (Recommended VVT Subscription)• Supports up to 2 cameras• No External Power Needed• 45-60 Day Lead Time	\$20,540.95	\$20,540.95	\$20,540.95
1.00	VSS-SOLAR-POLE	16.6-foot pole, D 4.5" x .237 Alum. Tube (6061-T6). BREAKAWAY BASE AS PER FDOT STANDARD PLANS 700-010. Frangible & built to FHSA federal standards. Structural, Wind load, Snow, Ice calculations provided. TO BE USED WITH SOLAR L5F or SOLAR LINC. Non L5Q / L6Q Pole; Shipping Cost not included	\$1,537.82	\$1,537.82	\$1,537.82
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00	\$1,950.00

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
2.00	VSBSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 31-60 total camera units - SaaS	\$400.00	\$400.00	\$800.00
1.00	VSS-SHIPPING	Vetted Shipping - Solar Pole	\$650.00	\$650.00	\$650.00
1.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$95.00	\$95.00
2.00	SSUPSYS-COM	Vigilant Partner System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$995.00	\$1,990.00
TOTAL:					\$27,563.77

Scope of Work

Notes

Terms & Conditions

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 3.5% processing fee for credit card payments.
4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
5. The expected lead time for hardware and installation is 30-60 days.
6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
8. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
9. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
10. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).
11. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

Project Total: \$27,563.77

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to insidesales@vettedsecuritysolutions.com

THANK YOU FOR YOUR BUSINESS!

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Vetted Security Solutions

4185 35th St N
Saint Petersburg, FL 33714
Office Phone: (727) 440-3245

Purchaser: Russell Muniz
Purchaser Phone Number: +1 954-434-0008
Purchaser Email: rmuniz@southwestranches.org
Quote Name: Town of Southwest Ranches (FL) - Circle S Estates - Fixed LPR/CCTV
Quote #: Q-09719-1
Job Number: 9473
Date: 10/14/2023
Expires On: 11/12/2023

Ship To
Town of Southwest Ranches (FL)
13400 Griffin Rd
Southwest Ranches, FL 33330
USA

Bill To
Town of Southwest Ranches (FL)
13400 Griffin Rd
Southwest Ranches, FL 33330
USA

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mike Reese	(727) 902-1173	mreese@vettedsecuritysolutions.com	Ground	Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	VSS-HYBRID-MAIN	•NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12" •Supports 120VAC power •Rugged PC with Windows OS (i7) and 250GB SSD for LPR included. (LPR software license sold separately) •NVR not Included •4G/5G Capable Modem •VVT Ready •Ensure NVR meets Camera Loadout storage requirements and customer expectations	\$6,134.52	\$6,134.52	\$6,134.52
1.00	VSS-ENC-BRKT	•Vetted NEMA Enclosure Mount •For use with VSS-LPR-MAIN	\$217.25	\$217.25	\$217.25
1.00	MZ-77E4T0B/AM	SAMSUNG 870 EVO 4TB 2.5 Inch SATA III Internal SSD	\$285.70	\$285.70	\$285.70
1.00	VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	\$6,495.00	\$6,495.00	\$6,495.00
1.00	VSF-016-L5F	L5F Fixed LPR Camera with Sun Shield - 16mm Lens with Camera Cable	\$6,495.00	\$6,495.00	\$6,495.00
2.00	SSUPSYS-COM	Vigilant Partner System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$995.00	\$1,990.00
2.00	VBSCSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 31-60 total camera units - SaaS	\$400.00	\$400.00	\$800.00

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	20C-H5A-4MH	4 X 5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	\$2,757.00	\$2,757.00	\$2,757.00
1.00	H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	\$199.28	\$199.28	\$199.28
1.00	WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1.	\$121.32	\$121.32	\$121.32
1.00	H4AMH-AD-IRIL1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	\$389.40	\$389.40	\$389.40
1.00	PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001.	\$110.19	\$110.19	\$110.19
1.00	POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port.	\$177.00	\$177.00	\$177.00
1.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$316.51	\$316.51	\$316.51
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00	\$1,950.00
1.00	VSS-ELECT-INSTALL	-Install a new aluminum pole. -Trench approximately 45ft from the panel behind the sign to the new pole -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED	\$8,332.35	\$8,332.35	\$8,332.35
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$95.00	\$190.00
1.00	FSS-TA-ENC-2	Finder Software Solutions - TechAlert Software License, Single Enclosure, 2 Year Subscription on the LPR camera/enclosures components providing insight into the status of a camera and autonomously recycle the sensor for rapid restarts, limiting downtime and the need for technical intervention. Enclosure must be TechAlert Ready, hardware not included.	\$500.00	\$500.00	\$500.00
TOTAL:					\$37,460.52

Scope of Work

Vetted Security Solutions is to provide and install (2) L5Fs, Avigilon Multisensor, and Hybrid communications enclosure on new pole. Southwest Ranches must provide SIM card and is responsible for any permitting costs, if applicable. This assumes 120V AC power is present and can be used. Southwest Ranches must assist in gaining permission to install at this location. LPR cameras to be tied to the Davie PD Vigilant account therefore the annual CLK fees will be billed to their account. The Town of Southwest Ranches understands this and is in agreement with Davie PD.

Notes

Terms & Conditions

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 3.5% processing fee for credit card payments.
4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
5. The expected lead time for hardware and installation is 30-60 days.
6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
8. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
9. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.

10. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).
11. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

Project Total: \$37,460.52

Signature:

Effective Date:

____/____/____

Name (Print):

Title:

Please sign and email to insidesales@vettedsecuritysolutions.com
THANK YOU FOR YOUR BUSINESS!

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Vetted Security Solutions

4185 35th St N
Saint Petersburg, FL 33714
Office Phone: (727) 440-3245

Purchaser: Russell Muniz
Purchaser Phone Number: +1 954-434-0008
Purchaser Email: rmuniz@southwestranches.org
Quote Name: Town of Southwest Ranches (FL) Circle S Estates - Solar
LPR - Q1700
Quote #: Q-09668-4
Job Number: 9473
Date: 10/4/2023
Expires On: 11/3/2023

Ship To
Town of Southwest Ranches (FL)
13400 Griffin Rd
Southwest Ranches, FL 33330
USA

Bill To
Town of Southwest Ranches (FL)
13400 Griffin Rd
Southwest Ranches, FL 33330
USA

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mike Reese	(727) 902-1173	mreese@vettedsecuritysolutions.com	Ground	Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	VSS-SOLAR-MAIN-D-TM	•NEMA - BBA-2 - (H) 22.625" x (W) 19.25" x (D) 19.625" •Sierra Wireless RV55 Modem •Rugged PC with Core I7 Processor •100Ah 24VDC System •Dual 340W Panels •Supports 2 LPR Cameras •Solar panel mount included - Top of pole	\$10,550.09	\$10,550.09	\$10,550.09
1.00	VSS-SOLAR-POLE	16.6-foot pole, D 4.5" x .237 Alum. Tube (6061-T6). BREAKAWAY BASE AS PER FDOT STANDARD PLANS 700-010. Frangible & built to FHSA federal standards. Structural, Wind load, Snow, Ice calculations provided. TO BE USED WITH SOLAR L5F or SOLAR LINC. Non L5Q / L6Q Pole; Shipping Cost not included	\$1,537.82	\$1,537.82	\$1,537.82

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
2.00	01782-001	Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps. Varifocal 18-137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating. NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C (-40 °F to 140 °F). Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply	\$1,299.00	\$1,299.00	\$2,598.00
2.00	01165-001	AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL	\$89.00	\$89.00	\$178.00
2.00	3PC-1EL	Annual single camera Linc license for 3rd party camera with edge processing. Edge processing device sold separately.	\$750.00	\$750.00	\$1,500.00
1.00	SSUPSYS-COM	Vigilant Partner System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$995.00	\$995.00
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00	\$1,950.00
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$95.00	\$190.00
1.00	VSS-SHIPPING	Vetted Shipping - Solar Pole	\$650.00	\$650.00	\$650.00
TOTAL:					\$20,148.91

Scope of Work

Notes

Terms & Conditions

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 3.5% processing fee for credit card payments.
4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
5. The expected lead time for hardware and installation is 30-60 days.
6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
8. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.

9. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.

10. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).

11. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

Project Total: \$20,148.91

Signature: _____

Effective Date: _____/_____/_____

Name (Print): _____

Title: _____

Please sign and email to insidesales@vettedsecuritysolutions.com

THANK YOU FOR YOUR BUSINESS!

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Vetted Security Solutions

4185 35th St N
Saint Petersburg, FL 33714
Office Phone: (727) 440-3245

Purchaser: Russell Muniz
Purchaser Phone Number: +1 954-434-0008
Purchaser Email: rmuniz@southwestranches.org
Quote Name: Town of Southwest Ranches (FL) - Circle S Estates - Fixed LPR
Quote #: Q-09719-2
Job Number: 9473
Date: 10/14/2023
Expires On: 11/12/2023

Ship To
Town of Southwest Ranches (FL)
13400 Griffin Rd
Southwest Ranches, FL 33330
USA

Bill To
Town of Southwest Ranches (FL)
13400 Griffin Rd
Southwest Ranches, FL 33330
USA

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mike Reese	(727) 902-1173	mreese@vettedsecuritysolutions.com	Ground	Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	VSS-LPR-Main-2L5F	<ul style="list-style-type: none">• Vigilant Coms Box Base (260(L) x 250(W) x 95(H) mm)• Intel 8th Gen Core i7 • 2X Vigilant L5F Cameras• 10 x GbE LAN (Optional for M12 connector and 8 x PoE total Max. 100W)• Dual Hot Swappable SATA Storage RAID 0,1,5• Operating Temp.: -40~70°C• MIL-STD-810G, Method 514.6, Procedure I, Category 4• 5G / 4G Firstnet Compatible Router / Modem• Web Monitor Included (Optional VVT Subscription)• External Cellular Antenna• Supports 120 and 220VAC• Supports up to 4 cameras (including bridge connections)	\$14,723.97	\$14,723.97	\$14,723.97
2.00	SSUPSYS-COM	Vigilant Partner System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$995.00	\$1,990.00
2.00	VSBCSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 31-60 total camera units - SaaS	\$400.00	\$400.00	\$800.00
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00	\$1,950.00

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	VSS-ELECT-INSTALL	-Install a new aluminum pole. -Trench approximately 45ft from the panel behind the sign to the new pole -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED	\$8,332.35	\$8,332.35	\$8,332.35
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$95.00	\$190.00
1.00	FSS-TA-ENC-2	Finder Software Solutions - TechAlert Software License, Single Enclosure, 2 Year Subscription on the LPR camera/enclosures components providing insight into the status of a camera and autonomously recycle the sensor for rapid restarts, limiting downtime and the need for technical intervention. Enclosure must be TechAlert Ready, hardware not included.	\$500.00	\$500.00	\$500.00
TOTAL:					\$28,486.32

Scope of Work

Vetted Security Solutions is to provide and install (2) L5Fs and main communications enclosure on new pole. Southwest Ranches must provide SIM card and is responsible for any permitting costs, if applicable. This assumes 120V AC power is present and can be used. Southwest Ranches must assist in gaining permission to install at this location. LPR cameras to be tied to the Davie PD Vigilant account therefore the annual CLK fees will be billed to their account. The Town of Southwest Ranches understands this and is in agreement with Davie PD.

Notes

Terms & Conditions

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 3.5% processing fee for credit card payments.
4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
5. The expected lead time for hardware and installation is 30-60 days.
6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
8. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
9. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
10. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).
11. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

Project Total: \$28,486.32

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

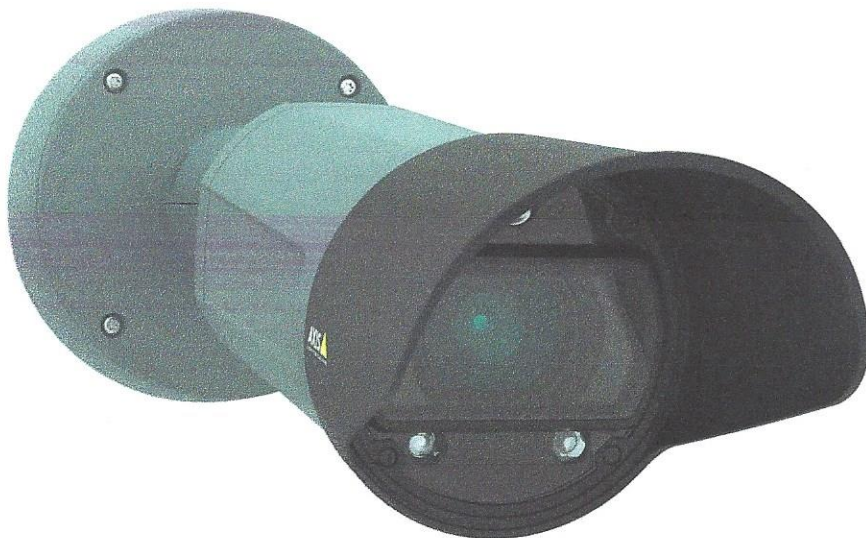
Please sign and email to insidesales@vettedsecuritysolutions.com
THANK YOU FOR YOUR BUSINESS!

AXIS Q1700-LE License Plate Camera

Dedicated camera for sharp images at high speeds

AXIS Q1700-LE License Plate Camera delivers clear and sharp license plate images from vehicles moving at speeds of up to 130 km/h (81 mph) day and night. Thanks to a built-in license plate capture assistant, the camera is easy to setup and image settings are automatically adjusted to fit speed, installation height and vehicle distance in a specific traffic scene. A robust design ensures reliable operation in extreme weather conditions and in wind forces up to hurricane level. The camera is designed for usage with third-party edge or server-based software to perform license plate recognition and trigger actions.

- > Sharp license plates in HDTV 1080p / 2 MP
- > Optimized IR range up to 50 m (164 ft)
- > 8x optical zoom
- > Horizontal field of view of 16° - 2.3°
- > Designed for third-party software



AXIS Q1700-LE License Plate Camera

Camera

Image sensor	1/2.8" progressive scan RGB CMOS
Lens	18–137 mm, F2.9–4.0 Horizontal field of view: 16°–2.3° Vertical field of view: 9.6°–1.3° Installation focus, auto-iris, automatic day/night Thread for 62 mm filters, max filter thickness: 5 mm
Day and night	Automatically removable infrared-cut filter in day mode and infrared-pass filter 720 nm in night mode
Minimum illumination	Color: 0.16 lux at 50 IRE F1.4 B/W: 0.03 lux at 50 IRE F1.4, 0 lux with IR illumination on
Shutter speed	1/66500 s to 1 s

License Plate Capture

Detection range	Day: 20–100 m (66–328 ft) Night: 20–50 m (66–164 ft) Night detection range up to 100 m (328 ft) with optional accessory AXIS T90D20 IR-LED Illuminator
IR illumination	Optimized IR with power-efficient, long-life 850 nm IR LED's with adjustable angle of illumination and intensity. Range of reach 40 m (131 ft) in wide field of view and 50 m (164 ft) in full tele view, or more depending on the scene
Vehicle speed	Up to 130 km/h (81 mph) with optional edge analytics Up to 250 km/h (155 mph) with server based analytics
Coverage	Single lane with optional edge analytics Two lanes with server based analytics
Installation	Mounting height: Up to 10 m (33 ft) Distance from road: Up to 10 m (33 ft) Camera detects tilt and roll angle automatically Built-in licence plate capture assistant optimizes video settings based on mounting height, distance to vehicle, and expected vehicle speed

System on chip (SoC)

Model	ARTPEC-6
Memory	1024 MB RAM, 512 MB Flash

Video

Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles Motion JPEG
Resolution	1920x1080 HDTV 1080p to 160x120 Maximum pixel density with 8x optical zoom: 25 m (82 ft): 1912 px/m 50 m (164 ft): 956 px/m 250 m (820 ft): 191 px/m
Frame rate	With WDR: Up to 25/30 fps (50/60 Hz) in all resolutions Without WDR: Up to 50/60 fps (50/60 Hz) in all resolutions
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG Axis Zipstream technology in H.264 Controllable frame rate and bandwidth VBR/ABR/MBR H.264
Image settings	Saturation, contrast, brightness, sharpness, Forensic WDR: Up to 120 dB depending on scene, defogging, white balance, day/night threshold, exposure mode, exposure zones, compression, mirroring of images, electronic image stabilization, barrel distortion correction, text and image overlay, dynamic text and image overlay, privacy masks Rotation: auto, 0°, 180° Scene profiles: license plate, forensic, vivid, traffic overview
Pan/Tilt/Zoom	8x optical zoom, preset positions

Audio

Audio streaming	Audio in, simplex Two-way audio via edge-to-edge technology
Audio encoding	AAC-LC 8/16/32/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz, LPCM Configurable bit rate
Audio input/output	Automatic gain control External microphone input, line input, digital input with ring power, balanced microphone, balanced input Network speaker pairing

Network

Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1x (EAP-TLS) ^a network access control, digest authentication, user access log, centralized certificate management, signed firmware, brute force delay protection
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTP/2, HTTPS ^a , TLS ^a , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP [®] , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, RTSP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SSH, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf)

System integration

Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform; specifications at axis.com One-click cloud connection ONVIF [®] Profile G, ONVIF [®] Profile M, ONVIF [®] Profile S, and ONVIF [®] Profile T, specification at onvif.org
Event conditions	Analytics, edge storage events MQTT subscribe Supervised external input, virtual inputs through API, shock detection, video motion detection, audio detection, active tampering
Event actions	Pre- and post-alarm video buffering File upload: FTP, SFTP, HTTP, HTTPS, network share and email MQTT publish Notification: email, HTTP, HTTPS, TCP and SNMP trap

Data streaming	Event data
Built-in installation aids	License plate capture assistant, remote zoom, pixel counter, leveling assistant, autorotation

Analytics

Applications	Included AXIS Motion Guard, AXIS Fence Guard, AXIS Loitering Guard Gatekeeper Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
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General

Casing	IP66- and NEMA 4X-rated, IK10 impact-resistant aluminum enclosure with integrated dehumidifying membrane, IK08 impact-resistant glass front window, weathershield with black anti-glare coating Wind survivability 60 m/s (134 mph) Color: Dark Gray NCS S 5502-B (Weathershield: Black)
Sustainability	PVC free, 5% recycled plastic
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 7.7 W, max 12.95 W 20–28 V DC, typical 7.8 W, max 13.5 W 20–24 V AC, typical 12.4 V A, max 20 V A
Connectors	Shielded RJ45 10BASE-T/100BASE-TX PoE IDC punchdown connector DC Power connector Terminal block for two configurable supervised inputs / digital outputs (12 V DC output, max. load 50 mA) 3.5 mm mic/line in
IR illumination	Optimized IR with power-efficient, long-life 850 nm IR LED's with adjustable angle of illumination and intensity. Range of reach 40 m (131 ft) in wide field of view and 50 m (164 ft) in full tele view, or more depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com
Operating conditions	–40 °C to 60 °C (–40 °F to 140 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Humidity 10–100% RH (condensing)
Storage conditions	–40 °C to 65 °C (–40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
Approvals	EMC EN 55032 Class A, EN 50121–4, IEC 62236–4, EN 55024, EN 61000–6–1, EN 61000–6–2, FCC Part 15 Subpart B Class A,

ICES-003 Class A, VCCI Class A, RCM AS/NZS CISPR 32 Class A, KCC KN32 Class A, KN35, EAC
Safety
 IEC/EN/UL 62368-1, IEC/EN/UL 60950-22, EN/IEC 62471, IS 13252
Environment
 EN 50581, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66, IEC/EN 62262 IK10 body, IK08 glass, NEMA 250 Type 4X, NEMA TS 2 (2.2.7-2.2.9)
Network
 NIST SP500-267

Dimensions	Length: 439 mm (17.3 in) ø 147 mm (5.8 in)
Weight	2.4 kg (5.3 lb)
Included accessories	Installation Guide, Windows® decoder 1-user license, connector kit, Resistorx® L-key RJ45 patch cable

Optional accessories	AXIS T90D20 IR-LED Illuminator – for night time capture range at up to 100 m (328 ft) AXIS T8604 Media Converter Switch AXIS T91A47 Pole Mount, AXIS T94P01B Corner Bracket For more accessories, see axis.com
Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available at axis.com/vms
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese
Warranty	5-year warranty, see axis.com/warranty

a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (eay@cryptsoft.com).

Environmental responsibility:
axis.com/environmental-responsibility

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SIGNS by Designed Advertising, Inc.**5936 S.W. 44 Street, Davie, FL. 33314****954-583-6762 fax: 954-583-4067****signs@designadsign.com****Estimate**

Date	Estimate #
7/10/2023	1328

Name / Address

CIRCLE S ESTATES HOA
Dykes Road, Sunshine Ranches
att: Anthony Chetram
908-489-2259

		Terms	Project
Description	Qty	Rate	Total
Existing (2) Monument signs, adding backlighting to existing letters and logo REMOVE aluminum letters/logos to Assemble 3/4 " satin white acrylic with white 6500K led inlays behind letters; RE-INSTALL	2	3,650.00	7,300.00
COVERS		350.00	350.00
ENGINEERING, DRAWINGS, PERMIT PROCESS through city		500.00	500.00
EXTRA: Permit Fees to city are not included in estimate, fees are determined by city after permit is approved and ready		0.00	0.00
NOTE; ELECTRIC TO SITE IS NOT INCLUDED, to be done by others, electric permit by electrician			
50% DEPOSIT to proceed with drawings/for permit approval...once approved, permit fee will be provided, and work can begin.			
		Subtotal	\$8,150.00
		Sales Tax (7.0%)	\$0.00
		Total	\$8,150.00

Signature _____

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Guangzhou LC Sign Co., Ltd

Proforma Invoice 2.16

Seller: Guangzhou LC Sign Co.,Ltd

Buyer: Uzziii


Add: No. 3, Area D, Yuanxia Industrial Road, Taihe Town, Baiyun District, Guangzhou.

Add: USA

Tel: 86-18002288247

E-mail:lana@lcsign.com

Email address:+1 (954) 605-2247

Item	Specification	Size	Unit Price (USD)	QTY	Total Price (USD)
	LED Backlit sign(30MM+15MM Acrylic) Manufacture: Faces: 1.2MM stainless steel Returns: stainless steel channel 30MM Backs: 15MM acrylic Illumination: White LED 6500k Installation: Studs Application: Outdoor/Indoor	12.56ft	\$969	2	\$1,938

Express shipping to the door

\$487

Total cost with shipping fee

\$2,425**Production Lead Time** _____ **days**

Remarks:

1. Payment term: TT or Western union or paypal (Paypal need 5% more in total)

2. Delivery time: about 7 working days after payment confirmed

3. The whole sign guarantee is 1 years

Bank information:

●Bank of Name: PING AN BANK CO.,LTD. (FORMERLY SHENZHEN DEVELOPMENT BANK CO.,LTD.)

●Beneficiary Name: DHD PLASTIC AND HARDWARE CO., LTD

●ACCOUNT NO: OSA11013291369601

●Swift code: SZDBCNBS

●Bank Address: 11/F, No.5047,Road Shennan Dong, Shenzhen, P.R.China

●Factory Address: No. 46, 1st Industrial Zone, Xinwei, Jiangshi Community, Gongming Office, Guangming New Area , Shenzhen , Guangdong China

Buyer sign:

Seller sign: Guangzhou LC Sign Co., Ltd

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Nextlevel

Pedro lopez Osvaldo Chavez

Business Number 786 863-1522/
786-702-6937

pedroluis2570@outlook.com

INVOICE
INV0524

DATE
12/26/2023

DUE
On Receipt

BALANCE DUE
USD \$26,215.00

BILL TO

MO south west Ranches

☎ (954) 605-2247

DESCRIPTION	RATE	QTY	AMOUNT
7 exterior outlets	\$0.00	1	\$0.00
LED Sign	\$0.00	2	\$0.00
Security cameras	\$0.00	4	\$0.00
Repair Grass	\$0.00	1	\$0.00
Repair pavers	\$0.00	1	\$0.00
See notes	\$24,500.00	1	\$24,500.00

Payment Info	SUBTOTAL	\$24,500.00
	TAX (7%)	\$1,715.00
PAYMENT INSTRUCTIONS		
Payment you can do	TOTAL	\$26,215.00
Check , zelle , or cash		
BY CHECK	BALANCE DUE	USD \$26,215.00
Nextlevel electrical services		

Over 850feet underground cable and pvc pipe will be use , in this job Engineering plans and permits ate included, 2 poles for cameras are also included



Nextlevel

Pedro lopez
Business Number 786 863-1522
pedroluis2570@outlook.com

INVOICE
INV0591

DATE
04/17/2024

DUE
On Receipt

BALANCE DUE
USD \$3,300.00

BILL TO

Nilda

☎ (910) 257-8211

DESCRIPTION	RATE	QTY	AMOUNT
Landscaping low voltage	\$150.00	20	\$3,000.00
Landscaping Timer to control the landscaping lights	\$300.00	1	\$300.00

Payment Info

Scan this code to pay online



TOTAL	\$3,300.00
BALANCE DUE	USD \$3,300.00

An Online Payment Fee will be charged if this invoice is paid online.

PAYPAL

pedroluis2570@outlook.com

PAYMENT INSTRUCTIONS

Payment you can do

Check , zelle , or cash

BY CHECK

The next level

OTHER

Credit card

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Mauricio Lezama Electric Inc.
Marlonlezama51@gmail.com

TO

Rfsori@structuragc.com
16000 SW 49th Street
Southwest Ranches

FREE ESTIMATE

Materials/ Downpayment	\$4000
Once completed	\$3800
Total cost	\$7800

Job description:

- Installment of 4 main holes to feed electricity to 4 different locations.
- 2 inch pipe run underground 2 ft down missile assisted to a length of 400 ft approximately.
- Cable #4 run through pipe underground.

Mauricio Lezama Electric Inc.
Marlonlezama51@gmail.com

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Dusk Till Dawn Landscape Lighting, Inc.
11550 SW 56th Court
Cooper City, FL 33330
954-252-2666
DuskTillDawnLL@aol.com

Estimate

ADDRESS
Circle S HOA Dykes Road and SW 49th Street Southwest Ranches, Fl

SHIP TO
Circle S HOA Dykes Road and SW 49th Street Southwest Ranches, Fl

ESTIMATE #	DATE	
4042.	04/22/2024	

ITEM	QTY
Main Entrance	
-	
North side	
Monument Wall (and landscape at monument wall)	
-	
LED Wall Wash. Adjustable Lumen. Bronze Finish. 2Va-23Va	3
18" Riser assy. PVC	3
NOTE: "Circle S" sign. 3 lights evenly spaced	
-	
LED Wall Wash. Adjustable Lumen. Bronze Finish. 2Va-23Va	2
18" Riser assy. PVC	2
NOTE: Landscape planter bed in front of monument sign. 2 lights	
-	
Low Voltage Integrated Uplight. Adjustable Lumen output. Adjustable Beam Spread. 3000k 23Va.	4
Riser for fixture. Rlser under 12"	4
NOTEL 4 Ligustrum bushes. 1 light per bush.	
-	
Low Voltage Integrated Uplight. Adjustable Lumen output. Adjustable Beam Spread. 3000k 23Va.	3
PVC Perma Post. Black finish	3
NOTE: 3 Royal Palms. 1 light per palm.	
-	
Low Voltage Integrated Uplight. Adjustable Lumen output. Adjustable Beam Spread. 3000k 23Va.	3
PVC Perma Post. Black finish	3

ITEM	QTY
NOTE: Oak Tree behind monument. 3 lights	
-	
10-2 Low Voltage Direct Burial Wire	300
NOTE: Wiring for fixtures at Monument sign as well as for fixtures for landscape around monument sign	
-	
North Side of 49th Street	
-	
Low Voltage Integrated Uplight. Adjustable Lumen output. Adjustable Beam Spread. 3000k 23Va.	2
PVC Perma Post. Black finish	2
12-2 Low Voltage Direct Burial Wire	100
NOTE: Bizmarkia Palm. 2 lights	
-	
LED Wall Wash. Adjustable Lumen. Bronze Finish. 2Va-23Va	6
PVC Perma Post. Black finish	6
10-2 Low Voltage Direct Burial Wire	550
NOTE: Thatch palms along white Fence on North side. 1 light per palm.	
-	
M-PJ Pathlight. 6 Emitter LED. Bronze Finish. 9.3Va	22
1" SCH40 PVC conduit riser assy encased in concrete for pathlights	22
10-2 Low Voltage Direct Burial Wire	600
NOTE: Pathlights along edge of roadway. Spaced approx 10 feet apart	
-	
900W SS HP Series Plug-in Transformer Timer Ready	1
NOTE: Transformer for all lights on North side of entrance to community.	
-	
South Side	
-	
Monument (and landscape around monument)	
-	
LED Wall Wash. Adjustable Lumen. Bronze Finish. 2Va-23Va	3
18" Riser assy. PVC	3
NOTE: "Circle S" monument. 3 lights.	
-	
LED Wall Wash. Adjustable Lumen. Bronze Finish. 2Va-23Va	2
18" Riser assy. PVC	2
NOTE: Landscape planter bed in front of monument sign. 2 lights	
-	

ITEM	QTY
Low Voltage Integrated Uplight. Adjustable Lumen output. Adjustable Beam Spread. 3000k 23Va.	3
Riser for fixture. Riser under 12"	3
NOTE: Ligustrum bushes. 1 light per Ligustrum	
-	
Low Voltage Integrated Uplight. Adjustable Lumen output. Adjustable Beam Spread. 3000k 23Va.	3
PVC Perma Post. Black finish	3
NOTE: 3 Royal Palms. 1 light per palm.	
-	
10-2 Low Voltage Direct Burial Wire	250
NOTE: Wiring for fixtures at Monument sign as well as for fixtures for landscape around monument sign	
-	
South side of 49th Street	
-	
Low Voltage Integrated Uplight. Adjustable Lumen output. Adjustable Beam Spread. 3000k 23Va.	2
PVC Perma Post. Black finish	2
10-2 Low Voltage Direct Burial Wire	100
NOTE: Bizmarkia Palm. 2 lights	
-	
LED Wall Wash. Adjustable Lumen. Bronze Finish. 2Va-23Va	6
PVC Perma Post. Black finish	6
10-2 Low Voltage Direct Burial Wire	550
NOTE: Thatch palms along white fence. 1 light per palm.	
-	
M-PJ Pathlight. 6 Emitter LED. Bronze Finish. 9.3Va	22
1" SCH40 PVC conduit riser encased in concrete for pathlights	22
10-2 Low Voltage Direct Burial Wire	600
NOTE: Pathlights along edge of roadway. Spaced approx 10 feet apart	
-	
900W SS HP Series Plug-in Transformer Timer Ready	1
NOTE: Transformer for all lights on South side of entrance/exit to community.	
-	
Round-a-bout inside community,	
-	
Low Voltage Integrated Uplight. Adjustable Lumen output. Adjustable Beam Spread. 3000k 23Va.	12
PVC Perma Post. Black finish	12

ITEM	QTY
NOTE: 8 uplights on Oak Tree canopy. 4 uplights on trunk of Oak Tree.	
-	
M-PJ Pathlight. 6 Emitter LED. Bronze Finish. 9.3Va	12
1" SCH40 PVC conduit riser encased in concrete for pathlights.	12
NOTE: Pathlights evenly spaced around round-a-bout	
-	
600 Watt Multi Tap Transformer. Stainless Steel.	1
10-2 Low Voltage Direct Burial Wire	300
Uni-Strut and hardware needed to mount transformer	1
-	
Equipment Rental (mini trencher)	1
Labor	1
-	
NOTE: Currently there is no power at South Monument or round-a-bout. Power to be provided by other at these 2 locations.	
-	
Deposit. Upon acceptance of proposal, a 50% deposit is required. Upon completion of job, remaining balance is due.	1
F/X LED fixtures are to be free of defects in material or workmanship under normal use for a period of ten (10) years from original date of installation. If a defect in an F/X fixture is discovered, F/X will repair or replace, at its option, the product or defective part.	1

TOTAL

\$54,107.00

Accepted By

Accepted Date



SW 159TH AVE

SW 49TH ST

SW 49TH ST

SW 160TH AVE

ACCENT 12V
5011

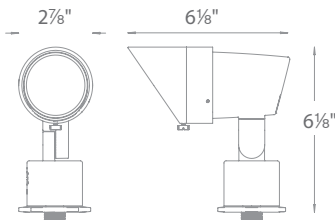
WAC
LANDSCAPE LIGHTING

Fixture Type:

Catalog Number:

Project:

Location:



PRODUCT DESCRIPTION

Landscape accent luminaire. One fixture replaces all older halogen landscape accent lights

FEATURES

- Adjustable and lockable beam angle
- Integral dimmer
- IP66 rated, Protected against high-pressure water jets
- Includes a detachable shroud
- Solid diecast brass or corrosion resistant aluminum
- Factory sealed water tight fixtures
- Mounting stake, 6' lead wire and direct burial gel filled wire nuts included
- Maintains constant lumen output against voltage drop
- UL 1838 Listed
- MLV dimmable with remote MLV dimmers

SPECIFICATIONS

Input: 9 - 15VAC (Transformer is required)
Power: 1W to 18W / 2VA - 23VA
Brightness: 50 lm to 1160 lm
Beam Angle: 10° to 60°
CRI: 85
Rated Life: 70,000 hours

ORDERING NUMBER

		Color Temp	Finish
5011	Accent 12V	27 2700K	BK Black on Aluminum
		30 3000K	BZ Bronze on Aluminum
		40 4000K	BBR Bronze on Brass

5011-_____











Example: 5011-30BBR

ACCENT 12V

5011

WAC LANDSCAPE LIGHTING

Accessories

Accent Snoot		5010-SNOOT-BK 5010-SNOOT-BZ 5010-SNOOT-BBR	Black on Aluminum Bronze on Aluminum Bronze on Brass	Shields lamp and reduces glare		
6" Long Shroud		5010-LSHR-BK 5010-LSHR-BZ 5010-LSHR-BBR	Black on Aluminum Bronze on Aluminum Bronze on Brass	Reduce glare. Ideal for downlighting application		
Additional Stake		9000-ST9-BZ	Bronze	Durable PVC stake		
Surface Mount Flange/Stake		5000-SCP-BZ 5000-SCP-BBR 5000-SCP-BK	Bronze on Aluminum Bronze on Brass Black on Aluminum	Includes three 7 inch threaded stainless steel stabilizing pins for ground mounting or surface mounts with four screws or over a junction box		
Guardian Mount		9000-SP9-BZ	Stainless Steel	Heavy duty stainless steel spike to position fixture Formed from a single piece of metal		
Gutter Mount Bracket		5000-GM-BK	Stainless Steel	Stainless Steel universal mounting bracket for gutter mounting fixture		
Tree Mount Junction Box		5000-TCP-BZ 5000-TCP-BK	Bronze on Aluminum Black on Aluminum	Bronze on Aluminum box with Stainless steel mounting screws. Two ½" NPT threaded holes		
Optics		LENS-20-AMB LENS-20-GRN LENS-20-RED	Amber Green Red	LENS-20-BLU LENS-20-FR LENS-20-SPR	Blue Frosted Spread	Enhances saturation of florals and foliage
Extension Rods		5000-X04-BZ 5000-X04-BK 5000-X08-BZ 5000-X08-BK 5000-X12-BZ 5000-X12-BK	4 in 4 in 8 in 8 in 12in 12 in	5000-X18-BZ 5000-X18-BK 5000-X24-BZ 5000-X24-BK	18 in 18 in 24 in 24 in	Extends distance between Accent light and Surface Mount Canopy, Stake, or Tree Mount box
Rod L-Coupler		5000-LCO-BZ	Bronze			

Magnetic Transformers

Stainless Steel, 12-15V output, IP65 rated, UL 1838 listed
See transformer spec sheet for details and its accessories

9075-TRN-SS
75W Max

9150-TRN-SS
150W Max

9300-TRN-SS
300W Max

9600-TRN-SS
600W Max



wacighting.com
Phone (800) 526.2588
Fax (800) 526.2585

Headquarters/Eastern Distribution Center
44 Harbor Park Drive
Port Washington, NY 11050

Central Distribution Center
1600 Distribution Ct
Lithia Springs, GA 30122

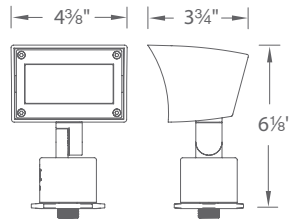
Western Distribution Center
1750 Archibald Avenue
Ontario, CA 91760

WALL WASH 12V

5021

WAC

LANDSCAPE LIGHTING



Fixture Type:

Catalog Number:

Project:

Location:

PRODUCT DESCRIPTION

Landscape Wall Wash luminaire

FEATURES

- A uniform wide distribution wall wash from a small form factor
- Integral dimmer
- IP66 rated, Protected against high-pressure water jets
- Solid diecast brass or corrosion resistant aluminum
- Factory sealed water tight fixtures
- Mounting stake, 6' lead wire and direct burial gel filled wire nuts included
- Maintains constant lumen output against voltage drop
- UL 1838 Listed
- MLV Dimmable with remote MLV Dimmer

SPECIFICATIONS

Input: 9 - 15VAC (Transformer is required)
Power: 2W to 16W / 2VA - 23VA
Brightness: 190 lm to 980 lm
Beam Angle: 15° upward (50° by 80°)
CRI: 85
Rated Life: 70,000 hours

ORDERING NUMBER

		Color Temp	Finish
5021	Wall wash 12V	27	2700K
		30	3000K
		BK	Black on Aluminum
		BZ	Bronze on Aluminum
		BBR	Bronze on Brass

5021-_____

Example: 5021-30BK

waclighting.com
Phone (800) 526.2588
Fax (800) 526.2585

Headquarters/Eastern Distribution Center
44 Harbor Park Drive
Port Washington, NY 11050

Central Distribution Center
1600 Distribution Ct
Lithia Springs, GA 30122









Western Distribution Center
1750 Archibald Avenue
Ontario, CA 91760

WALL WASH 12V

5021

WAC LANDSCAPE LIGHTING

Accessories

Additional Stake		9000-ST9-BZ	Bronze	Durable PVC stake
Surface Mount Flange/Stake		5000-SCP-BZ 5000-SCP-BBR 5000-SCP-BK	Bronze on Aluminum Bronze on Brass Black on Aluminum	Includes three 7 inch threaded stainless steel stabilizing pins for ground mounting or surface mounts with four screws or over a junction box
Guardian Mount		9000-SP9-BZ	Stainless Steel	Heavy duty stainless steel spike to position fixture Formed from a single piece of metal
Tree Mount Junction Box		5000-TCP-BZ 5000-TCP-BK	Bronze on Aluminum Black on Aluminum	Bronze on Aluminum box with Stainless steel mounting screws. Two ½" NPT threaded holes
Gutter Mount Bracket		5000-GM-BZ 5000-GM-BK	Stainless Steel	Stainless Steel universal mounting bracket for gutter mounting fixture
Optics		LENS-2X4-AMB LENS-2X4-GRN LENS-2X4-RED	Amber Green Red	LENS-2X4-BLU LENS-2X4-FR LENS-2X4-SPR Blue Frosted Spread Enhances saturation of florals and foliage
Extension Rods		5000-X04-BZ 5000-X04-BK 5000-X04-BBR 5000-X08-BZ 5000-X08-BK 5000-X08-BBR 5000-X12-BZ 5000-X12-BK 5000-X12-BBR	4 in 4 in 4 in 8 in 8 in 8 in 12 in 12 in 12 in	5000-X18-BZ 5000-X18-BK 5000-X18-BBR 5000-X24-BZ 5000-X24-BK 5000-X24-BBR 18 in 18 in 18 in 24 in 24 in 24 in Extends distance between Accent light and Surface Mount Canopy, Stake, or Tree Mount box
Rod L-Coupler		5000-LCO-BZ	Bronze	

Magnetic Transformers

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9075-TRN-SS
75W Max

9150-TRN-SS
150W Max

9300-TRN-SS
300W Max

9600-TRN-SS
600W Max



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44 Harbor Park Drive
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Western Distribution Center
1750 Archibald Avenue
Ontario, CA 91760



Huurr Homes, LLC

2705 Burris Road

Unit 4A

Davie, FL 33314

Estimate

Date	Estimate #
5/13/2024	3367

Phone #	(954)270-1121
---------	---------------

Name / Address
Town of Southwest Ranches 13400 Griffin Road Town of Southwest Ranches, FL 33330

Due Date	Project
8/11/2024	24-13367 Circle Esta...

Description	Qty	Rate	Total
Project: 24-13367 Southwest Ranches - Circle S Estates			0.00
Scope: Furnish and Install Delineators			
Location: SW 49th St and Dykes Road			
Plans Provided: None			
** Estimate based Satellite Picture Provided			
Furnish and Install Traffic Delineators, Flexible, 36", Pavement Mount, Includes Mobilization and Cones as needed for Traffic Control; Qty Each	11	421.00	4,631.00
Exclusions. 1. All Permit Fees 2. Unforeseen Roadway Conditions 3. Excluding all damages to unmarked structures 4. Surrounding Striping		0.00	0.00
Please sign below in agreement with above terms Authorized Signature and Date Print		Total	



Huurr Homes, LLC

2705 Burris Road

Unit 4A

Davie, FL 33314

Estimate

Date	Estimate #
5/13/2024	3367

Phone #	(954)270-1121
---------	---------------

Name / Address
Town of Southwest Ranches 13400 Griffin Road Town of Southwest Ranches, FL 33330

Due Date	Project
8/11/2024	24-13367 Circle Esta...

Description	Qty	Rate	Total
All materials guaranteed to be completely installed in a workman like manner according to standard practices. Any alteration from terms above will involve extra costs. New work will be executed only upon written and signed Change Order. All agreements continged upon strikes, accidents or delays beyond our control. This estimate subject to acceptance within 30 Days and is void thereafter at the option of undersigned. In connection with any non-payment arising out of this proposal, Huurr Homes, LLC shall be entitled to recover all costs incurred, including attorney's fees for services rendered with any enforcement of breach of contract, including appellate proceeding and post judgment proceedings. This estimate shall constitute a contract between the parties when fully executed or added within a master agreement. The above prices, specification are hereby accepted. You are authorized to do the work as specified..			0.00
Please sign below in agreement with above terms Authorized Signature and Date Print		Total	\$4,631.00

Neighborhood Safety Grant Program

FY 2014-2015

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331
954-434-0008
www.southwestranches.org**

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Neighborhood Safety Grant Program

FY2014/2015

PURPOSE

The purpose of the Neighborhood Safety Grant Program is to promote the undertaking of activities by Town neighborhoods to promote safety throughout their communities. The Town Council has approved project funding in the amount not to exceed of \$40,000 for the 2014/2015 fiscal year, which would allow for organized neighborhood, civic, and homeowner associations, which are recognized by the Town, to apply to the Town for monies to be used in executing a neighborhood safety program. Promotion of Safe Neighborhoods shows commitment by the Town and its residents to help secure the entire community.

WHO CAN APPLY

Neighborhood Safety Grants are available to Town recognized homeowner and civic associations. Individual homeowners are not eligible.

A neighborhood, civic, or homeowner association's Board of Directors must vote on and approve the grant application prior to submitting to the Town.

All Neighborhood Safety Grant projects shall be completed within nine (9) months of receiving funding.

GRANT REQUIREMENTS

Only one application per Town recognized homeowner and civic associations shall be permitted. Multiple applications from the same applicant shall invalidate all submittals.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of at twenty-five (25) percent of the amount sought, which shall not include in-kind services.

All grants shall be paid out as reimbursements based upon certain milestones being met, which shall be delineated in the grant agreement.

All grant awards, the amount of such award, and the criteria utilized to make such an award, shall be in the sole discretion of the Town Council.

TO BE ELIGIBLE, THE PROJECT SHALL CREATE AND MAINTAIN SAFER COMMUNITIES

Improve the safety of the particular community where the money is sought.

Address a noted neighborhood deficiency or a deficiency which is likely to occur.

Have significant neighborhood support and involvement from residents.

Enhance the overall wellbeing of the neighborhood.

APPLICATION PROCESS

The following items shall be attached to the Safety Grant application:

1. Project narrative, including the public purpose for the project
2. 3 quotes for proposed work, which may include the soft costs
3. A complete budget showing total cost of the project
4. Photos of existing site conditions
5. Other documentation specifically requested by staff.

STAFF CONTACT

For additional information on the Neighborhood Safety Grant program, or to schedule a meeting, you may contact _____.

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Exhibit C
Town of Southwest Ranches
Neighborhood Safety Grant Program

NEIGHBORHOOD SAFETY GRANT PROGRAM

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the Town of Southwest Ranches ("Town"), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and the Circle S. Estates Homeowner's Association, a homeowner's association established pursuant to Florida law, organized under the laws of the State of Florida, collectively referred to as "Neighborhood Association", which Neighborhood Association has as its management office mailing address at 7787 NW 146th Street Miami Lakes, FL 33016 do hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible Safety Projects for the Town's Neighborhood Associations, through its *Neighborhood Safety Grant Program*, to promote safety throughout the Town, in accordance with the terms of this Agreement, and written directives of the Town Administrator, if any, and;

WHEREAS, the Town Council of the Town of Southwest Ranches approved the expenditure of funds for the purpose of establishing Safe Neighborhoods, for the use and benefit of Neighborhood Associations wishing to participate in the Neighborhood Safety Grant Program; and

WHEREAS, all grant monies under this program shall be expended solely for the construction and/or completion of the specified project (hereinafter referred to as "Project"), a description of which is shall be attached as Exhibit "A" of this Agreement; and

WHEREAS, the Grantee's receipt of Program funding is conditioned upon satisfactory completion of the project; and

WHEREAS, Grantee is required to provide monthly progress statements to Town, together with receipts and invoices showing expenditures; and

WHEREAS, the Program serves to maintain safe neighborhoods, thereby promoting economic stability, exceptional quality of life, community serenity and security within the Town, the Program constitutes a public purpose.

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration:

NOW, THEREFORE, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into the agreement.
2. Grant: Town hereby awards Grantee a not to exceed grant amount for the Project in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). Circle S Estates Homeowners Association will be responsible for any costs exceeding the grant award.
3. Payment: Grantee's funds specified in Paragraph 2 above shall be expended before those of the Town, and proof of such expenditure shall be provided to the Town prior to the request of any Town funds. The Town's grant funds shall be provided within thirty (30) days from the date of the Project's completion, which shall be evidenced by the date of the closed permit.
4. Project: Grantee agrees to perform, or supervise the performance of, all work constituting the Project.
5. Implementation of Project: Grantee shall execute all project activities and shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such permit, as provided by the Town Code of Ordinances and any other lawful requirements.
6. Term: The work activities to be performed by the Grantee, as part of the Project, shall be completed within one year from the date of the permit. If there is a need for an extension, Grantee shall submit a written request for an extension no later than 30 days prior to the completion date described herein. Any extension shall be granted at the discretion of the Town. The Town's grant of an extension shall in no way constitute a waiver of any term of the Agreement. If for any reason the Project cannot be completed by the completion date, written notification must be provided to the Town. Failure to complete the Project within one year from the date of the permit shall make this Agreement null and void.
7. Applicable Laws: The Grantee must comply with all applicable laws and ordinance, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development.

8. Indemnification: The Grantee shall indemnify and hold the Town harmless, including its elected officials, agents and employees, from and against all claims, damages, and losses, and expenses, including but not limited to attorney's fees and costs arising out of or resulting from the carrying out of the Agreement, arising out of any activities performed under this Agreement.
9. Monitoring: The Grantee agrees that Town staff may employ any means, by law, to see to it that the aforementioned requirements of the grant program are met.
10. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense, including the future maintenance of the license plate reader system.
11. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331**

12. Termination: The Town shall have the right to terminate this Agreement for any breach of any term of this Agreement. In the event of a termination for Grantee's breach of the Agreement, Grantee shall not be entitled to receive any portion of the grant amount. Termination of the Agreement shall preclude the Grantee from applying for any further grants under the Neighborhood Safety Grant Program.
13. Entire Agreement: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.
14. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.
15. Survival: Paragraph 11 shall survive the completion of this Agreement.

TOWN OF SOUTHWEST RANCHES

By _____
Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, Town Clerk

Approved as to form and completeness for the
Use and reliance of the Town of Southwest Ranches, only

Keith M. Poliakoff
Town Attorney
1001.048.2024

NEIGHBORHOOD ASSOCIATION

ATTEST:

By _____
President

Corporate/Neighborhood
Association Secretary



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

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

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

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 7/25/2024
SUBJECT: FY 2024-2025 Proposed Preliminary Millage Rate

Recommendation

It is recommended that the Town Council ratify the attached Resolution to the proposed preliminary Millage Rate for the Fiscal Year 2024-2025 at not higher than 3.9000 mill (\$3.9000 per \$1,000 in taxable value).

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

The Town of Southwest Ranches received the 2024 Certification of Taxable Value from the Broward County Property Appraiser by July 1, 2024. The Town must now establish a proposed (not-to-exceed) millage that can be mailed with the notice, date, time, and location of our public budget hearings to all property owners. The deadline for returning our proposed millage for our FY 2024-2025 budget to the Property Appraiser, Tax Collector and Florida

Department of Revenue is Friday, August 2, 2024.

The FY 2024-2025 Proposed Budget is funded at a millage rate of 3.9000 mills for operations and operating improvements and will require, per Florida Statute, a simple-majority vote by Council members (3 out of 5 voting in support). On every \$500,000 of taxable value, this rate represents a combined \$158 dollar increase from “current year rollback rate” of 3.5836 mills.

It is noted that pursuant to section 193.155(1) Florida Statutes related to “Save Our Homes”, eligible property owners change in net taxable value will not exceed 1.3%.

Fiscal Impact/Analysis

Establishing a preliminary Budget millage rate that requires a majority vote (3 out of 5 Council members) with total resulting revenues of \$9,179,829 will enable the Town Council to evaluate all management’s proposed budgeted items for FY 2024-2025 that include operating, capital improvement and program modification recommendations while also receiving public discussion and input during the Town’s scheduled budget workshop and hearings. It is important to note that the rates are a “not-to-exceed” rate thus being possible to be lowered with no additional “notice” costs.

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2024	Resolution
Exhibit A - FY25 Millage Rate Information	7/16/2024	Exhibit

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2025; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2024, the Property Appraiser of Broward County served upon the Town of Southwest Ranches (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2024 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Broward County the proposed operating millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, pursuant to Section 200.065, Florida Statutes, the taxing authority must advise the Property Appraiser of said proposed millage rate and of the date, time and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget for the preparation of the Notice of Proposed Property Taxes (TRIM Notice).

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. That the proposed operating Millage Rate for the first public hearing shall be 3.9000 mills, which is \$3.9000 dollars per \$1,000 of assessed property within the Town of Southwest Ranches for the 2024-2025 fiscal year.

Section 3. That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is 3.5836 which is \$3.4877 dollars per \$1,000.

Section 4. That the proposed operating millage rate is higher than the rolled-back rate by 8.83%.

Section 5. The date, time and place of the public hearings to consider the above-referenced proposed millage rate and tentative budget shall be as follows:

Date: Thursday, September 12, 2024
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Date: Thursday, September 26, 2023
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Section 6. The Town Clerk or designee is hereby directed to send a Certified Copy of this Resolution to the Property Appraiser and Tax Collector for Broward County.

[Signatures on Following Page]

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

Ranches, Florida, this 25th day of July, 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Esq., Town Attorney
1001.043.2024

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Fiscal Year 2025 Millage Maximums and Related Information (Based on Certified Assessment Information)

Millage Name	Votes Required	Maximum Millage	Total Resulting Net Revenues	Net Revenue Change (from prior year adopted rate funding level)	FY 2024 levy increase per \$500,000 of taxable value*
Current Year Roll-Back Rate	3	3.5836	\$8,435,086	(\$744,742)	\$0
FY 2024-2025 Proposed Rate	3	3.9000	\$9,179,829	\$945,235	\$158
Adjusted Current Year Roll-Back Rate	3	3.7933	\$8,928,678	(\$251,151)	\$105
Maximum Majority Vote	3	4.0091	\$9,436,629	\$256,800	\$213
Maximum Super Majority Rate	4	4.4100	\$10,380,268	\$1,200,439	\$413
Unanimous Vote of the Governing Body is required if Millage rate is over 4.4100 and UP TO 10.0000	5	10.0000	\$23,538,023	\$14,358,194	\$3,208

Note: * Property owners without a change in net taxable value will receive a real cash reduction of 11.48% in their Town of Southwest Ranches portion of their tax bill due to the increase in taxable value. It is important to note that FY 2025 eligible "Save our Homes" exemption property owners change in net taxable value will not exceed 1.3%.

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

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

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

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 7/25/2024
SUBJECT: FY 2024-2025 Proposed Preliminary SW Assessment Rate

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Solid Waste special assessment maximums in accordance with Exhibit A and which includes ratification for an annual special 50% tax exemption for 100% service-connected disabled veterans.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure

Background

The Town Council approved a contract with WM (formerly Waste Management) on July 28, 2022, for solid waste, recyclables, bulk waste collection and disposal franchise agreement. The FY 2024-2025 total proposed solid waste assessment expenses have been estimated at \$3,494,712. This amount represents an increase of \$263,156 or approximately 8% when compared to last year's budgeted amount of \$3,231,556. The increase reflects an annual CPI

rate adjustment that as per the contract came in at 6%.

Fiscal Impact/Analysis

The Town intends to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. The Franchise Agreement provides the following financial benefits to the Town, which are consistent with the current agreement:

- Reimbursement for cost of the RFP process in the amount of \$49,680. The first \$5,000 will be credited against payment to the Contractor for the first month of service and will represent the Contractor's Franchise Permit Fee for the first year of the Franchise Agreement. The remaining forty-four thousand six hundred eighty dollars (\$44,680) will be credited against the Contractor's monthly invoices at one thousand (\$1,000) per month for forty-four (44) months, and six hundred eighty dollars (\$680) in the forty-fifth (45th) month, beginning the second month of the Agreement term.
- Franchise Permit Fee of \$5,000/year. With the exception of the first year of the agreement (paid as noted above), the Contractor shall pay this fee to the Town by October 1st of each year of the Franchise Agreement.
- The Commercial Franchise Fee equals 10% of the commercial service fees charged and collected by the Contractor, which will be remitted monthly to the Town.

For FY 2025, the Property Appraiser designated twenty-three (23) 100% service-connected qualified disabled veterans thus making them eligible to claim a 50% reduction. The total approximate dollar impact to the Town's Solid Waste Fund from the exemption is \$6,939.

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2024	Resolution
Exhibit A - SW Assessment Worksheet	7/18/2024	Exhibit

RESOLUTION NO. 2024-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has adopted a Solid Waste Service Assessment Ordinance, Ordinance Number 2002-8 (the "Ordinance") on final reading at the Town Council meeting of June 24, 2002; and

WHEREAS, the adoption of solid waste assessment rates resulting from the Town Council's policy direction requires the annual adoption of a Preliminary Assessment Resolution and the annual adoption of a Final Assessment Resolution, as required under the Ordinance as well as under the Uniform Method of Collection provided under Florida Statutes Chapter 197.3632;

WHEREAS, the Town Council, during the Fiscal Year 2018, made an initial policy decision, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Disabled Veterans ad valorem tax exemption providing them with a 50% exemption for Solid Waste and Bulk Waste Assessments pursuant to R-2017-058 approved on September 13, 2017, via unanimous vote and wish to provide for such exemption for the Fiscal Year 2025.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2002-8 as codified and as may have been amended, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. This resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance (codified as Sections 16-108 through 16-173 in the Town of Southwest Ranches Code of Ordinances, hereinafter "Code"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the

singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessed Parcel" means those parcels with one or more Dwelling Units which are specially benefitted by the provision of solid waste collection and disposal services, and which are subject to the Solid Waste Assessments authorized by this Initial Resolution.

"Bulk Waste" means materials including yard trash, white goods, and clean debris, as such terms are defined in §16-108 of the Code, as may be amended, generated from residential activities and those materials generally outlined in §16-19 of the Code as acceptable for bulk trash pickup.

"Commercial Property" or "Non-residential Property" means collectively those Parcels with DOR Codes, Use Codes or Usage indicating more than just single-family residential uses and that may have no Dwelling Units present on the parcel. Commercial Property or Non-residential Property, for the purposes of this Resolution, includes commercial, institutional, industrial, vacant/agricultural and other all uses, except for Residential Property as defined in this Initial Resolution. As Non-residential Properties are billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution. Combination Commercial or Non-residential uses with single-family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"DOR Code" means a property land use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Parcels within the Town. Additionally, the Broward County Property Appraiser assigns property Use Codes to parcels and structures. DOR Codes and associated Use Code descriptions are used in the development of the Solid Waste Assessments set forth in this Resolution and in preparation of the Assessment Roll. Where the use of a parcel indicates a use different from the DOR Code assigned to the parcel, the Town has the authority to impose a rate based on the use regardless of the DOR Code assigned to the parcel.

"Dwelling Unit" means (1) a building, or portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes. A mobile home is an individual Dwelling Unit. For the purposes of this Resolution and imposition of the Solid Waste Assessment, a Dwelling Unit, as defined herein, may be located on parcels other than residential property under the Town's zoning and development regulations.

"Estimated Solid Waste Assessment Rate Schedule" means that rate schedule as specified in the Report set forth in Exhibit "A", attached hereto and incorporated herein by reference, specifying the Solid Waste Assessed Costs and the estimated Solid Waste Assessments.

"Household Waste" means and includes garbage, rubbish, and recovered materials, as those terms are defined in §16-108 of the Code, as may be amended, and recyclable materials as defined in §16-24 of the Code, as may be amended, generated from residential activities and excluding Bulk Waste.

"Report" or **"Town of Southwest Ranches Solid Waste Assessment Report"** means the report detailing the development of the Solid Waste Assessment Rates by New Community Strategies amended and revised per Council action dated September 12, 2011.

"Residential Property" means those Assessed Parcels with a DOR Code number on the following list or range: 1 - 9, 63 used as residential, 66 - 69 used as residential, 71 used as residential, or otherwise designated as residential property under the DOR Codes and Use Codes. Residential Property includes single family/duplex as well as single family developed property with multiple dwelling units. Residential Property, for the purposes of this Resolution and imposition of Solid Waste Assessments, shall include all parcels with one or more Dwelling Units present on the parcel regardless of the DOR Code number or Use Code assigned to the parcel. All Residential Property shall be assessed based on the number of Dwelling Units for Household Waste and based on parcel size for Bulk Waste according to the rate schedule in the Report, by New Community Strategies amended and revised per Council action dated September 12, 2011, as may be modified in the Final Resolution adopted after the September 12, 2013, Public Hearing. Combination Commercial or Non-residential uses with single family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"Vacant/Agricultural Property" means those Assessed Parcels designated as vacant or agricultural in the Property Appraiser's Data Base and that have no dwelling units on the parcel. For the purposes of this Resolution, Vacant/Agricultural Property is treated as Commercial or Non-residential Property. As such, Commercial or Non-residential Properties shall be billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution.

Section 3. Provision and Funding of Solid Waste Services.

Upon the imposition of a Solid Waste Assessment for solid waste collection and disposal services, facilities, or programs against Assessed Property located within the Town, solid waste collection and disposal services shall be provided to such Assessed Property. It is the Town's intent to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. Any costs not funded by the Solid Waste Assessments or costs related to Property on which Solid Waste Assessments are not collected, for example due to the difficulties of collection from property owned by governmental entities or pursuant to a policy decision of the Town Council, shall be paid by the Town from lawfully available funds of the Town and shall not be paid out of Solid Waste Assessment revenues.

It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town's provision of solid waste services, facilities, and programs in an amount not less than the Solid Waste Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

Section 4. Imposition and Computation of Solid Waste Assessments.

Solid Waste Assessments shall be imposed against all Assessed Parcels according to the applicable property size rate classification. Solid Waste Assessments shall be computed and imposed in the manner set forth in this Preliminary Assessment Resolution, more specifically as presented in the Report by New Community Strategies amended and revised per Council action dated September 12, 2011.

Section 5. Legislative Determination of Special Benefit and Fair Apportionment. It is hereby ascertained, determined, and declared that the solid waste services to be funded by the Solid Waste Assessments provide special benefit to the Assessed Property based upon the following legislative determinations.

Upon the adoption of this Initial Assessment Resolution determining the Solid Waste Assessed Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 16-109 and 16-110 of the Code are hereby ratified and confirmed.

It is fair and reasonable to use the DOR Codes, Use Codes, number of Dwelling Units, and parcel size data maintained by the Property Appraiser in the apportionment methodology because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and acreage for property within the Town, and (2) the Tax Roll database employing the use of such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll. This compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

Where data available from the Property Appraiser was insufficient, the Town has verified and/or supplemented such data as needed for use in the determination of the Cost Apportionment and the Parcel Apportionment. It is fair and reasonable to use such additional data provided by the Town because such data provides a more accurate and complete record of property use and the structures on property.

Apportioning Solid Waste Assessed Costs among residential property based upon studies of demand for service and waste generation quantities by type of waste stream and by service areas within the Town is fair and reasonable and proportional to the special benefit received.

The value of Residential Property does not determine the scope of the required solid waste collection and disposal services. The Town has determined that the special benefit to Assessed Parcels and the demand for solid waste services varies by the type of waste stream. Household Waste has been determined to relate primarily to the number of Dwelling Units on Assessed Parcels. Bulk Waste has been determined to relate primarily to the size of the parcel. Based upon studies conducted for the Town, the relative potential demand for solid waste services to residential properties is driven by the number of dwelling units for Household Waste and the size of the assessed parcel for Bulk Waste.

A Solid Waste Services Assessment Report (SWSAR) by New Community Strategies amended and revised per Council action dated September 12, 2011, analyzed waste generation by type of waste and incorporates findings of several studies of waste generation in the Town. Based on such studies, it has been determined that nearly half of the Town's waste stream results from Bulk Waste, which primarily consists of vegetative debris. Given the high rate of Bulk Waste generation in the Town, it is fair and reasonable to separately analyze the costs of and demand for solid waste services by the following types of waste: Household Waste and Bulk Waste.

Household Waste is generated relatively consistently on a per dwelling unit basis. Therefore, it is fair and reasonable to assess for costs related to Household Waste based on the number of Dwelling Units on each Assessed Parcel. Such per dwelling unit rates for Household Waste are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Bulk Waste, including but not limited to vegetative debris and solely residential livestock waste, generation rates are generally proportionate to the size of the parcel. Waste generation studies have concluded that areas of the town with larger lots generate substantially greater tonnage of Bulk Waste per parcel than areas of the Town with smaller parcels.

It is fair and reasonable to create assessment rate classes for Bulk Waste based on lot square footage ranges identified through analysis of solid waste generation and collection studies performed for the Town. It is fair and reasonable to allocate Bulk Waste assessed costs to each rate class in a manner that increases the share of costs on the assessed parcel as the parcel size increases. Therefore, the proposed Bulk Waste services assessment rates presented in the SWSAR Report are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Section 6. Determination of Solid Waste Assessed Costs; Establishment of Initial Solid Waste Assessment Rates.

A. The Solid Waste Assessed Costs to be assessed and apportioned among benefitted parcels for Fiscal Year 2024-2025 commencing October 1, 2024, is the amount determined in the Solid Waste Assessment worksheet, attached as Exhibit "A" to this Resolution. The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Assessed Costs. The remainder, if any, of such Fiscal Year budget for solid waste services, facilities, and programs shall be funded from available Town revenue other than Solid Waste Assessment proceeds.

B. The estimated Solid Waste Assessments specified in the Estimated Solid Waste Assessment Rate worksheet are hereby established to fund the specified Solid Waste Assessed Costs determined to be assessed in Fiscal Year 2024-2025 commencing on October 1, 2024.

C. The estimated Solid Waste Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2024-2025 shall be the estimated assessment rates applied by the Town Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2025, as provided in Section 7 of this Preliminary Assessment Resolution.

Section 7. Preliminary Assessment Roll. The Town Administrator is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2024, in the manner provided in the Code. The Assessment Roll shall include all Residential Assessed Parcels within the Assessment Rate Categories. The Town Administrator shall apportion the estimated Solid Waste Assessed Cost to be recovered through Solid Waste Assessments in the manner set forth in this Initial Assessment Resolution and the Report.

A. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Solid Waste Assessed Cost to be recovered through the imposition of Solid Waste Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be

in printed form if the amount of the Solid Waste Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

B. It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Assessments for residential solid waste services as set forth in this Preliminary Assessment Resolution and the SWSAR report is represented in Exhibit "A" and is a fair and reasonable method of apportioning the Solid Waste Assessed Cost among parcels of Assessed Property located within the Town.

Section 8. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be partially exempt from the collection of the Solid Waste Assessments. The Town shall buy down this 50% exemption with non-assessment funds.

Section 9. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Thursday, September 12, 2024, in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Assessments from the public and affected property owners and consider imposing Solid Waste Assessments and collecting such assessments on the same bill as ad valorem taxes.

Section 10. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 16-143 of the Code. The notice shall be published no later than Monday, August 24, 2024.

Section 11. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 16-144 of the Code. Such notices shall be mailed no later than Monday, August 24, 2024. The Town Administrator may direct that such notices be combined with the TRIM notices prepared and mailed by the Property Appraiser.

Section 12. Severability. If any word, phrase, clause, sentence, or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Resolution.

Section 13. Application of Assessment Proceeds. Proceeds derived by the Town from the Solid Waste Assessments shall be deposited into the Solid Waste Assessment Fund and used for the provision of solid waste services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Townwide solid waste services, facilities, and programs.

Section 14: Conflicts. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of the conflict.

Section 15: Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 16. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of

Southwest Ranches, Florida, this 25th day of July 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.042.2024

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Town of Southwest Ranches

Proposed FY 2024/2025

Solid Waste Assessment Worksheet

Sources:

Waste Management
Broward County Property Appraiser
Munilytics Consultant Study

Description	Solid Waste & Recycling	Bulk Waste	Total Adopted FY 24/25
% Allocation Direct Expenses Only	48.02%	51.98%	

Direct Expenses:

Solid Waste - Collection	\$ 772,566	\$ -	\$ 772,566
Solid Waste - Disposal	\$ 401,760	\$ -	\$ 401,760
Bulk Waste - Collection		\$ 1,024,069	\$ 1,024,069
Bulk Waste - Disposal		\$ 560,401	\$ 560,401
Recyclables - Collection	\$ 222,806		\$ 222,806
Recyclables - Processing	\$ 66,423		\$ 66,423
Sub-Total Cost of Service	\$ 1,463,555	\$ 1,584,470	\$ 3,048,025

Other Expenses

Statutory Discount	\$ 124,457
Collections Cost and Other	\$ 15,240
Townwide Personnel\Contractual Costs	\$ 306,990
Total Solid Waste Assessment Expenses	\$ 3,494,712

Based On Consultant Study

Assessment Range	Lot Sq Ft. Range	Number of Units in Range	Solid Waste Cost Per Unit	Number of Units in Range (Bulk)	Bulk Waste Cost Per Unit	Total Proposed Rates FY 24/25	Total Adopted Rates FY 23/24	Difference: (Decrease)/ Increase)
Track	Sq. Ft Lot Range							
A	0 - 41,200	410	\$ 603.39	400	\$ 504.27	\$ 1,107.66	\$ 1,028.49	\$ 79.17
B	41,201 - 46,999	502	\$ 603.39	480	\$ 509.55	\$ 1,112.94	\$ 1,045.00	\$ 67.94
A	47,000 - 62,999	424	\$ 603.39	404	\$ 698.98	\$ 1,302.37	\$ 1,211.58	\$ 90.79
B	63,000 - 95,999	496	\$ 603.39	456	\$ 707.74	\$ 1,311.13	\$ 1,230.27	\$ 80.86
A	96,000 - 106,999	491	\$ 603.39	445	\$ 815.89	\$ 1,419.28	\$ 1,332.01	\$ 87.27
B	107,000 - >107,000	456	\$ 603.39	397	\$ 1,016.15	\$ 1,619.54	\$ 1,526.64	\$ 92.90

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

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

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

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 7/25/2024
SUBJECT: FY 2024-2025 Proposed Preliminary Fire Assessment Rate

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Fire special assessment maximums in accordance with Exhibit A and Exhibit B which includes ratification for an annual special 100% **tax exemption** for 100% service-connected disabled veterans.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure

Background

Chapter 193.3632, Florida Statutes, and Town Ordinance No. 2001-09, requires the annual adoption of an initial Fire Protection Assessment Resolution. Proceeds derived by the Town from the Fire Protection Assessment will be utilized for the provision of Fire Protective contractual services, planning, facilities, machinery, programs and volunteer fire activities, In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall

be carried forward and used exclusively (if unassigned) to fund the qualified expenditures stated above.

The adoption of the initial Fire Protection Assessment Resolution determines the amount of the Fire services assessed costs to be advertised. This resolution establishes the maximum rates that may be applied for next fiscal year and also sets the date, place, and time for the public hearing for this assessment. The initial Fire Assessment rates being proposed are based on a Fire Assessment Study are the result of an adopted 2021 Fire Protection Assessment Study conducted by Munilytics, Inc. (“Consultant”) that included a methodology providing for combining of the non-residential categories (Commercial, Institutional and Warehouse/Industrial) into one category and to use a 5-year rolling average for fire call date. The cost apportioned to each parcel were based on the Town’s proposed costs of Fire Protection Services for FY 2024-2025.

Fiscal Impact/Analysis

The Proposed Fire Assessment rates address fire personnel, fire operations, planning, and capital improvements related to fire services such as prevention, awareness, and suppression. The proposed rates show an increase to the “combined non-residential” category of \$0.0992, to the acreage category of \$1.42 as well as to the “residential” category in the amount of \$34.51. It is worth mentioning that last year’s residential rate was subsidized in the amount of \$391,437. This year’s proposed rates do not include a subsidy, however, \$502,832 has been reserved from unassigned fund balance per Town Council directive.

Property Category	FY24/25 Proposed	FY23/24 Adopted	Proposed vs. Adopted Increase (Decrease)
Combined Non-Residential	\$1.0804	\$0.9812	\$0.0992
Acreage	\$90.53	\$89.12	\$1.42
Residential	\$793.14	\$758.63	\$34.51

This proposed budget also funds program modifications related to the Volunteer Fire operations to improve planning for fire vehicles and safety equipment.

For FY 2025, the total dollar impact to the Town’s General Fund for the disabled veteran exemption is \$18,242 (twenty-three (23)). It shall also be noted that the General Fund millage impact of imposed FS 170.01 (4) pertaining to a full Fire Assessment exemption for vacant agricultural property is \$97,073 (approximately 1,072 acres).

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
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Resolution - TA Approved
Exhibit A - 2024 Methodology Report
Exhibit B - Fire Assessment Worksheet

7/18/2024 Resolution
7/18/2024 Exhibit
7/18/2024 Exhibit

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RESOLUTION NO. 2024-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART SECTION 3 OF RESOLUTION 2011-084 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2024 FIRE ASSESSMENT REPORT; APPROVING PRELIMINARY NOT-TO-EXCEED FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2024-25; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, has enacted Ordinance No. 2001-09 (the "Ordinance"), which authorizes the imposition of Fire Service Assessments for fire services, facilities, and programs against Assessed Property located within the Town; and

WHEREAS, pursuant to Ordinance 2001-09, the imposition of a Fire Protection Assessment for fire services, facilities, and programs for Fiscal Year 2024-25 requires certain processes such as the preparation of the Preliminary Fire Protection Assessment Roll; and

WHEREAS, annually, a Preliminary Fire Protection Assessment Resolution describing the method of assessing fire costs against assessed property located within the Town, directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for imposition of Fire Assessments; and

WHEREAS, the Town Council imposed a Fire Assessment for the previous fiscal year (FY 2023-24), and the imposition of a Fire Assessment for fire services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Assessed Costs among parcels of Assessed Properties; and

WHEREAS, the 2024 Report, attached hereto as Exhibit "A", identifies and describes the Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2024-24, and determines the Preliminary Not-To-Exceed Fire Protection Assessment Rate Schedule; and

WHEREAS, the Town Council, during the Fiscal Year 2013, made an policy decision and adopted Resolution 2012-034, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Veteran's Service-Connected Total and Permanent Disability ad valorem tax exemption providing them with a 100% exemption for Fire Protection Assessments pursuant to a June 23, 2011 unanimous vote and wish to provide for such exemption for the Fiscal Year 2024-25; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, desires to reimpose a fire protection assessment program within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2024, and deems it to be in the best interests of the citizens and residents of the Town of Southwest Ranches to adopt this Preliminary Fire Assessment Rate Resolution so that the Town may initiate the process to impose Fire Assessments for Fiscal Year 2024-25; and

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

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

Section 2. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2001-9, the Initial Assessment Resolution (Resolution 2011-084), the Final Assessment Resolution (Resolution 2011-098), and all subsequently adopted Preliminary and Annual Assessment Resolutions, and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law. This Resolution confirms, modifies, supersedes and amends, as noted herein, Resolution 2011-084 and where any conflicts occur between this Resolution and Resolution 2011-084 or other previous Fire Assessment Resolutions, the terms of this Resolution shall prevail. However, nothing in this Resolution amends or affects the validity of any Fire Protection Assessments adopted and imposed by any previously adopted resolutions.

Section 3. Purpose and Definitions. Section 3 of Resolution 2011-084, as previously amended, is hereby amended to add the following definition:

"2024 Report" or "Town of Southwest Ranches 2024 Fire Protection Assessment Methodology Report" means the technical report detailing and documenting the data and methodology used to determine the Fire Protection Assessment Rates for Fiscal Year 2024-25 prepared by Munilytics, dated July 18, 2024. The 2024 Report superseded and amends previously approved Reports. The 2024 Report is attached hereto and incorporated within this Resolution as Exhibit A. With adoption of this Preliminary Resolution, the Town Council approves this 2024 Report.

Section 4. Provision and funding of Fire Protection Services. Upon the imposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Town, the Town shall provide fire protection services to such Assessed Property. Proceeds of the Fire Protection Assessments shall be used to fund all or a portion of the costs of the provision of fire protection services to assessed properties within the Town. The remaining costs of providing fire protection services, facilities, and programs shall be funded by lawfully available Town revenues other than Fire Protection Assessment proceeds. Costs related to the provision of Emergency Medical Services (EMS) have not been included in the Fire Protection Assessed Costs and shall be paid for by the Town from other lawfully available funds and shall not be paid out of Fire Assessment revenues. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

Section 5. Imposition and Computation of Fire Protection Assessments.

A. Fire Protection Assessments shall be imposed against all Assessed Parcels within the Assessment Property Categories. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Assessment Resolution, as more specifically set forth in the 2024 Report in Exhibit "A" to this Resolution. Where the use of a building or buildings on a parcel indicates a use different from the Fire Class Code assigned to the parcel, the Town has the authority to impose the appropriate rate based on the use of the building or buildings regardless of the Fire Class Code assigned to the parcel. The Town also has the authority to request that the Property Appraiser change the Fire Class Code when the Town has determined that another Fire Class Code is more appropriate based on an on-site inspection by the Town. If the Town is not allowed on-site access to inspect the property and structures, the Property Appraiser determination on Fire Class Code will be used for calculation of the Fire Protection Assessments.

B. Where a residential parcel, Fire Class Code "R" or "Residential/Other", contains one or more Dwelling Units, each Dwelling Unit shall be assessed at the Residential Rate. Other structures, such as a non-commercial barn, free-standing garage/workshop, and/or otherwise assessable agricultural building, that are not Non-residential Buildings and are located on a residential parcel containing one or more Dwelling Units are considered appurtenant to the dwelling unit(s) and are not separately assessed. Where structures, such as a non-commercial barn, free-standing garage/workshop, and/or assessable agricultural building, are not Non-residential Buildings and are located on a parcel with no Dwelling Units, the parcel and structure(s) are classified in Fire Class Code "R" ("Residential/Other") for purposes of the Fire Protection Assessment and shall be assessed collectively as one (1) Dwelling Unit.

C. Non-residential Buildings on parcels in Fire Class Codes of Commercial "C", Institutional "I", and Warehouse/Industrial "W" shall be assessed based on the Building Area of each building multiplied by the Combined Nonresidential Rate based on the use of the building. The total assessment on the parcel shall be the sum of all the assessments calculated for each building/structure.

D. Where multiple buildings on a parcel have different uses, generally a parcel in Fire Class Code Special or "S", the Town shall impose the appropriate rate based on the use of each individual building. The Fire Protection Assessment imposed on such an "S" parcel shall be the total of the Fire Protection Assessments calculated for each Non-residential Building on the parcel at the Combined Non-residential Rate for each building plus the total of all Dwelling Units on the parcel at the residential per Dwelling Unit rate.

E. Parcels with a Fire Class Code of Acreage "A" shall be assessed per acre at the Acreage assessment rate. Agricultural property exempted from ad valorem taxes by the Broward County Property Appraiser shall be exempt from the Fire Assessment, unless the terms of subsection F below that allow assessment of such property apply.

F. Pursuant to FS 170.01(4), notwithstanding any other provision of law, a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under FS. 193.461 as may be amended from time to time, unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying nonresidential farm buildings. As used in this subsection, the term "agricultural pole barn" means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

Section 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance (codified as Sections 12-19 through 12-85 in the Town of Southwest Ranches Code of Ordinances), the Initial Assessment Resolution (Resolution 2011-084), the Final Resolution (Resolution 2011-098), and in all subsequent Preliminary and Annual Resolutions are affirmed, amended, modified, and incorporated herein by reference. Any amendments to such prior findings and determinations made by this Resolution shall not affect the validity or effectiveness of any prior resolutions for purposes of the Fire Protection Assessments adopted and imposed by such prior resolutions. In addition, it is hereby ascertained, determined, and declared that the fire protection services to be funded by the Fire Protection Assessments provide special benefit to the Assessed Property based upon the findings and data contained in the 2021 Report, as updated and amended by the 2022 Update Report, the 2022 Update Report – Addendum, the 2023 Report, and as superseded and amended by the 2024 Report and the following legislative determinations:

A. Upon adoption of this Preliminary Assessment Resolution determining the Fire Protection Assessed Costs and identifying the Assessed Parcels to be included in the Preliminary Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 12-20 and 12-21 of the Code are hereby ratified and confirmed.

B. In accordance with the Town of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), no costs related to the provision of emergency medical services (EMS) are included in the Fire Assessed Costs used in determining the proposed Fire Protection Assessment Rates in this Resolution.

C. It is fair and reasonable to use the Broward County Property Appraiser's Fire Class Codes, Fire Basis element as described in the 2021 Report, as updated by the 2022 Update Report, the 2022 Update - Addendum, the 2023 Report, and the 2024 Report, and other property use and parcel information maintained by the Property Appraiser in the assessment calculation methodology and the preliminary assessment roll because the data maintained by the Property Appraiser is the most comprehensive, accurate, and reliable information available to determine property use, structures, number of Dwelling Units, and Building Area for improved property and acreage for vacant/undeveloped property. The database maintained by the Property Appraiser is used in development of the Tax Roll and is thus consistent and compatible with use of the Tax Roll for imposition and collection of the Fire Assessment under the Uniform Method of Collection.

D. Apportioning Fire Assessed Costs among classifications of property using historical demand for fire protection services is fair and reasonable and proportional to the special benefit received.

E. Fire Incident Reports are the most reliable data available to determine the potential demand for fire protection service from property use and to determine the benefit to property use resulting from the availability of fire protection services to protect and serve Assessed Parcels.

F. The level of services required to meet anticipated demand for fire protection services and the corresponding annual fire protection budget required to fund fire protection services to non-specific property uses would be required notwithstanding the occurrence of any incidents at such non-specific property uses. Therefore, it is fair and reasonable to omit those Incident Reports related to non-specific property from the Fire Assessed Costs allocation.

G. The potential demand for fire protection services to Residential property relates primarily to the presence of Dwelling Units on the parcel and the anticipated occupants of the structures, particularly Dwelling Units. To minimize administrative burdens and recognizing the relatively uniform initial fire protection response to Dwelling Units, the number of Dwelling Units on a parcel is a reasonable method of relating fire protection costs to the special benefit to such Dwelling Units and the property. Where parcels with one or more Dwelling Units also contain one or more structures that are not Non-residential Buildings or Dwelling Units, it is fair and reasonable to assess only the Dwelling Units as the primary driver of demand for fire protection services. Where parcels contain one or more structures that are not Non-residential Buildings or Dwelling Units, it is fair and reasonable to attribute demand for fire protection services equivalent to that of one Dwelling Unit to the Assessed Parcel. The demand for fire protection services by Non-residential Buildings is primarily determined by the size of the structure or structures, and the Building Area of Non-residential Buildings is a reasonable method of relating fire protection costs to the special benefits to such buildings and the property they occupy. There is a logical relationship between the presence of dwelling units on a parcel, the presence and size of Non-residential Buildings and the Fire Assessed Costs of providing the staff, equipment and fire protection services, the special benefit to Assessed Parcels from the provision of fire protection services, and the proposed Fire Protection Assessment calculated in the 2024 Report.

H. Allocating Assessed Costs per acre to parcels in Fire Class Code Acreage "A", vacant/undeveloped, is fair and reasonable based on historical call data, uses data maintained by the Broward County Property Appraiser, and minimizes administrative burdens while recognizing the special benefit from the suppression and containment of fires occurring on such parcels.

Section 7. Determination of Fire Protection Assessment costs;
Establishment of Preliminary Fire Protection Assessment Rates.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2024-25, is the amount determined in the 2024 Report. The approval of the Preliminary Fire Protection Not-To-Exceed Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the maximum amount of the Fire Protection Assessed Costs. The remainder, if any, of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available Town revenue other than Fire Protection Assessment proceeds.

B. The estimated Fire Protection Assessments specified in the Preliminary Not-To-Exceed Fire Protection Assessment Rate Schedule, as described in Table E in the 2024 Report, are hereby established to fund, in whole or in part, the specified Fire Protection Assessed Costs determined to be assessed for Fiscal Year 2024-25 commencing on October 1, 2024.

**Fiscal Year 2024-25
Preliminary Not-To-Exceed Fire Protection Assessment Rates**

Rate Category	Assessment Unit	Preliminary Not-to-Exceed Assessment Rate
"A" Acreage	Per Acre	\$ 90.5316
"R" Residential/Other	Per DU/Unit	\$ 793.14
Combined Non-residential	Per SF	\$ 1.0804

C. The Preliminary Not-To-Exceed Fire Protection Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2024-25 shall be the proposed assessment rates applied by the Town Administrator in the preparation of the Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2024, as provided in Section 8 of this Preliminary Assessment Resolution. When approved by adoption of an Annual Resolution, the Fire Assessment shall constitute a lien upon the property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

Section 8. Preliminary Assessment Roll.

A. The Town Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2024, in the manner provided in the Code and this Preliminary Resolution. The Assessment Roll shall include all Assessed Parcels within the Fire Class Codes and rate classes. The Town Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution and the 2021 Report, as amended and modified by the 2022 Update Report, the 2022 Update Report – Addendum, the 2023 Report, and as superseded and amended by the 2024 Report.

B. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

C. It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Assessment Resolution, the 2021 Report, the 2022 Update Report, the 2022 Update Report – Addendum, the 2023 Report, and as superseded and amended by the 2024 Report, which 2024 Report is attached hereto as Exhibit "A", is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the Town.

Section 9. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be exempt from the collection of the Fire Assessment. The Town shall buy down this 100% exemption with lawfully available, non-assessment funds.

Section 10. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on September 12, 2024 in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida , at which time the Town Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider adopting the Annual Resolution imposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes. Adoption of the

Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the Fire Protection Assessment Rates, the Final Roll and the levy, collection and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

Section 11. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 10 hereof in the manner and time provided in Section 12-53 of the Code. The notice shall be published no later twenty (20) days prior to the public hearing.

Section 12. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the owner of each Assessed Parcel, as required by Section 12-54 of the Code. Such notices shall be mailed no later than twenty (20) days prior to the public hearing. The Town Administrator may direct that such notice be combined with the TRIM notices prepared and mailed by the Broward County Property Appraiser.

Section 13. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby superseded to the extent of such conflict.

Section 14. Severability. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 15. Application of Assessment Proceeds. Proceeds derived by the Town from the Fire Protection Assessments shall be deposited into the Fire Protection Assessment Fund and used for the provision of fire protection services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

Section 16. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

Florida, this _____ day of July, 2024 on a motion by _____ and seconded
by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.150.2024

EXHIBIT A

Town of Southwest Ranches, Florida FY2024-25 Fire Assessment Methodology Report

Prepared by Munilytics, dated July 18, 2024

**(Referred to in Preliminary Assessment
Resolution as 2024 Report)**

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Town of Southwest Ranches, Florida Fire Protection Assessment 2024 Methodology Report

**Prepared for the
Town of Southwest Ranches**

July 18, 2024



Introduction

The Fire Protection Special Assessment discussed and developed in this report is intended to provide funding for the provision of fire protection services in the Town of Southwest Ranches (the “Town”). The Town provides fire rescue services (along with police services) through a contractual arrangement with the Town of Davie (“Davie”). The Town also supplements this arrangement with a contractual relationship with the Southwest Ranches Volunteer Fire Rescue, Inc., (“Volunteers”). The Town fire rescue services include 2 Class A Pumpers and 2 Advance Life Support EMS transport-capable rescue vehicles. The Volunteer Fire Services component supplements both equipment and personnel. The Volunteer equipment provided are an attack truck and a fire engine pumper. Historically, the area that is now incorporated was serviced by Broward County and a volunteer fire department. Once incorporated in 2000, the Town gradually expanded services through contracts with other service providers. Of late, the Town hired Davie to provide this service. Davie currently operates 7 fire rescue stations, including Station 91, which is located within the Town of Davie, and Station 112, which is located in the Town of Southwest Ranches. Both stations have a rescue unit and a pumper. Each rescue unit normally is staffed with either a lieutenant or captain and a firefighter/paramedic. Each pumper is staffed with either a lieutenant or captain, a driver engineer and a firefighter paramedic. Volunteer firefighters either supplement or add to staffing for each shift. The volunteer operation is predominantly fire-related and includes personnel who provide Basic Life Support (BLS). The Davie pumpers are staffed primarily for fire services, but can be dispatched for advanced life support (ALS) services when rescue units are unavailable. While the Davie pumpers do carry ALS equipment and supplies, they are not capable of patient transport. Likewise, paramedics normally assigned to Davie rescue units can also be used when necessary for fire duties. In both cases, however, the rescue units and fire apparatus exist primarily for either EMS calls (in the case of rescue units) or Fire calls (in the case of fire apparatus). The availability of cross-trained personnel is considered an additive value for both rescue services and fire services. The overwhelming amount of time spent by personnel performing fire services is while they are assigned to the fire apparatus. Likewise, personnel assigned to rescue units are almost always involved in rescue services. Like most departments, the origins of its operations are rooted in firefighting. The Department protects property with an

estimated market value of approximately \$4.6 billion, and about 79% of this value is residential while only 1.6% is commercial or industrial. Much of the Town's tax base is agricultural (14%). Through various interlocal agreements, the Town and Davie provide and receive mutual aid from other departments.

Legal and Procedural Requirements

Non-ad valorem special assessments for fire protection services, as repeatedly upheld by the Florida Supreme Court, "must meet two requirements: (1) the property assessed must derive a special benefit from the service provided; and (2) the assessment must be fairly and reasonably apportioned according to the benefits received." Morris v. Town of Cape Coral, 163 So.3d 1174 (Fla. 2015) (citing Sarasota County v. Sarasota Church of Christ, 667 So.2d 180, 183 (Fla. 1995)). The special benefits to assessed properties provided by fire protection services in the Town include, but are not limited to, protecting the value and integrity of improvements, structures, and land, protecting the life and safety of intended occupants in the use and enjoyment of property, lowering the cost of fire insurance by the presence of a comprehensive fire protection program within the Town and limiting potential financial liability for uninsured or underinsured property, containing and extinguishing the spread of fire incidents occurring on property, and reducing the potential of damage and danger to structures and occupants of property from the spread of fire. Fire services funded by special assessments may include traditional fire department services such as fire suppression as well as educational programs, inspections, and basic life support medical services historically provided by first responders such as fire fighters. The assessments may not include or fund costs related to ambulance transport or advanced life support services as the Florida Supreme Court determined that such services do not provide the required special benefit to property. See Town of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002). Often, the broad term EMS is applied to both BLS and ALS responses. Because all front-line personnel are both firefighters and paramedics and are capable of providing ALS services, and, by extension, BLS services, we must segregate those costs which are exclusively attributed to ambulance transport or advance life support. The fire protection services to be provided to properties within the Town of Southwest Ranches are the type of costs and services that may be included in and funded from a fire protection assessment such as the one presented in this Report.

The Town adopted Ordinance Number 2001-9, codified as Sections 12-19 through 12-85 in the Code of Ordinances, Town of Southwest Ranches, Florida, to provide general authority, procedures, and standards for the imposition of annual fire assessments. The Florida Statutes contain a number of procedural requirements that define the process for adoption of the proposed Fire Services Special Assessments to be collected through the uniform tax collection process under Florida Statutes §197.3632 (“Uniform Assessment Collection Act”). The process established in the Ordinance incorporates the current statutory requirements, including, for example, the provision of notice of proposed assessments by mail and by publication and a public hearing prior to final adoption of the assessments. The Town currently collects the special assessments on the annual property tax bill under the Uniform Assessment Collection Act and it is expected to continue that practice. The adoption of the Final Assessment Roll and Annual Assessment Resolution shall place a lien equal to the amount of the total assessment, including any accrued interest, on each assessed property. If collected on the ad valorem tax bill under the Uniform Assessment Collection Act, such lien is equal in rank and dignity to the lien of all state, county, district, and municipal taxes and other non-ad valorem assessments.

Estimated Cost of Fire Services

Davie is expected to continue providing fire services to the Town. Davie has the equipment, fire flow, and personnel to service each property within the Town of Southwest Ranches. The Town has identified the costs for that service. The detail of those costs and the separation of costs related to fire and to EMS is presented in Appendix A of “*Fire Rescue Cost Apportionment, FY2024-2025 Budget*”.

Personnel and most other costs were allocated based upon the personnel assigned to either fire apparatus or rescue trucks. The organizational chart (Appendix B) of the Southwest Ranches department were used to determine the allocation of costs between fire and rescue services. This approach is rooted in the historical operation of the department. Were the rescue/ALS components to be removed from the costs of the Town, the Fire costs would remain: The Pumper would be staffed and with the same costs as have been allocated in this study. Some costs, such as medical equipment and supplies, which are clearly related to one service delivery or the other, were allocated as noted in Table F. These costs have been allocated in proportion to the staffing of the fire and rescue vehicles. The Town has also provided to us allocated identifiable Town costs

indirectly related to the Fire Department budget. To estimate future funding requirements, the apportionment methodology has assumed that these costs would annually increase based upon a 4.5% overall inflation factor. Table A summarizes the expected annual costs for the next five fiscal years are presented below; however, the annual assessments should be based upon the Town's expected annual costs adopted during the budget process: The 2025 fiscal year in Table A reflects the estimated budget for FY2024-2025 and is the amount of Assessable Fire Services Costs used in calculating the proposed not-to-exceed rates in Table E.

Table A
Forecasted Assessable Fire Services Costs

Fiscal Year	Forecasted Fire Costs
2025	\$ 3,503,873
2026	\$ 3,661,547
2027	\$ 3,826,317
2028	\$ 3,998,501
2029	\$ 4,178,434

The Town Council may elect to include all or some portion of the total budget and projected fire services costs in the Fire Protection Assessment.

The Fire protection assessed costs, as provided in Ordinance No. 2001-9, can include, but are not limited to all or any portion of the cost of the provision of fire protection services, facilities, or programs, referred to collectively in this Ordinance as Fire protection assessed costs, which provide a special benefit to Assessed Property, and may include, but is not limited to, the following components: (1) the cost of physical construction, reconstruction or completion of any required facility or improvement; (2) the costs incurred in any required acquisition or purchase; (3) the cost of all labor, materials, machinery, and equipment; (4) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (5) the cost of computer services, data processing, and communications; (6) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (7) the cost of any indemnity or surety bonds and premiums for insurance; (8)

the cost of salaries, volunteer pay, workers' compensation insurance, pension or other employment benefits; (9) the cost of uniforms, training, travel, and per diem; (10) the cost of construction plans and specifications, surveys and estimates of costs; (11) the cost of engineering, financial, legal, and other professional services; (12) the costs of compliance with any contracts or agreements entered into by the Town to provide Fire Protection Services; (13) all costs associated with the structure, implementation, collection, and enforcement of the Fire Protection Assessments, including any service charges of the Tax Collector and/or Property Appraiser and amounts necessary to offset discounts received for early payment of Fire Protection Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Fire Protection Assessments; (14) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of fire protection services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the Town Council by subsequent resolution; (15) a reasonable amount for anticipated delinquencies and uncollectible Fire Protection Assessments; and (16) reimbursement to the Town or any other person for any moneys advanced for any costs incurred by the Town or such person in connection with any of the foregoing components of Fire Protection Assessed Cost. Fire Protection Assessed Costs may, as determined by Council, include costs incurred directly or indirectly by the Town and costs incurred by another entity for the provision of fire protection services within the Town.

The Town may choose to include all or only some of these costs in the fire protection assessments so long as the total cost assessed does not exceed the actual or budgeted cost of providing the service and the assessment imposed on a parcel does not exceed the special benefits to that parcel. The costs may be either direct or indirect cost so long as they related to the provision of fire protection services. Historically, the Town has chosen to recover all of its fire costs from this assessment.

Determination of Benefit & Delineation of Benefit Area

An important step in the special assessment process is the determination of special benefit and delineating the geographic area that will benefit from the planned improvements (the “Benefit Area”). The proposed Fire Protection Services will serve all properties within the entire Town of

Southwest Ranches; thus, the boundary of the Benefit Area is the same as the boundary of the Town.

Certain properties in the Town will not be required to pay the Fire Protection Assessment – “exempt” property and “excluded” property. “Exempt” properties/structures include properties that receive special benefit from the fire services but are not charged any or the full cost of the Fire Protection Assessment. The exempt category includes all government parcels and agricultural property exempted by statute. Under Florida Statutes §170.01(4), a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under Florida Statute §193.461, as may be amended from time to time, unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying nonresidential farm buildings. Agricultural pole barn means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

The ability to bill and collect special assessments on governmental properties is very limited and generally requires consent of the other governmental entity. Exemptions reflect both legal difficulties with collection of assessments and policy decisions of the Town. It is fair and reasonable not to impose the Fire Protection Assessment on such properties. Costs related to exempt properties are included in the cost allocation and assessment calculations so that those costs are not shifted to the assessments imposed on non-exempt properties. The costs related to exempt properties, as measured by the fire protection costs allocated to those properties in the assessment methodology, must be funded by the Town with other lawfully available non-fire assessment revenue.

“Excluded” property includes those parcels where no special benefit is provided to the parcel, such as roads and submerged lands. This category also includes any other parcels that may receive some special benefit from fire services but, based on a policy determination of the Town Council, do not receive sufficient special benefit to require imposition of the Fire Protection Assessment. Excluded properties are not part of the cost allocation process in the assessment calculations.

Cost Allocation Methodology

The cost allocation and assessment methodology presented in this Report reflects the unique circumstances of the Town of Southwest Ranches with largely residential development, and a smaller amount of non-residential development. The Town is comprised primarily of residential assessable structures and otherwise assessable barns, stables, and other farm structures that the Town has determined benefit from fire protection services to the same degree as a residential dwelling unit, or, if the structure is on the same parcel as a residential dwelling unit, is an appurtenant use that is considered to have benefited as part of the parcel. The Town also has institutional properties which include houses of worship, non-public schools (most of which are owned by religious organizations), cemeteries, and sundry other uses. The Town also has commercial and industrial/warehouse parcels. An analysis of call data over each year, over three years, and over five years has shown significant volatility of calls between the non-residential categories. Because of this, and because the response to fire calls seem to involve similar responses of manning and equipment, and because some of the apparent uses have some conflicts with actual uses (one of the institutional properties at some point also was being used in a commercial fashion), we believe combining (or blending) the categories of commercial, warehouse/industrial, and institutional together will be in the long run more equitable and rate stable from year-to-year.

Using the BCPA's tax roll data, benefited parcels were identified using the various categories of land use codes within that data set. Additionally, and to keep the proposed apportionment categories as close to the existing categories as possible, we relied upon the Fire Class codes currently maintained by the BCPA. The BCPA has previously identified and coded the improved properties by type and assigned each parcel an appropriate Fire Class Code. We are recommending that the property appraiser's office continue with the existing coding for Commercial, Warehouse/Industrial, and Institutional in case the Town finds that it needs to revert to the discreet allocation of costs to those categories. For purposes of this report, we have shown the category descriptions, but for the purposes of rate determination, we have combined the costs and allocations together for those three fire class codes. We reviewed consistency in this data and it was determined to be of high accuracy. This data has also undergone considerable review over time. The Fire Class codes thus used were as follows:

Residential/Other (“R”) This includes all residential dwelling units, be they single family, multifamily, and mobile homes not located in mobile home parks. This includes separate or attached guest houses or “granny flats” or anything considered a residential dwelling unit. Structures that are not Non-residential Buildings, such as non-commercial barns or free-standing garages, located on a parcel with one or more Dwelling Units shall be considered as appurtenant to or accessory to the Dwelling Unit(s) and shall not be assessed separately. This “R” coding also includes any structures, such as assessable agricultural buildings or non-commercial barns, that are not Non-residential Buildings and that are located on a parcel with no residential units. Such structure(s) on a such a parcel shall collectively be assessed as one Dwelling Unit.

Blended Non-Residential Uses Other than Acreage.

Commercial (“C”) This includes all property used for commercial activity, except where otherwise identified by its own Fire Class code, and includes office and retail uses. It also includes recreational vehicle lots converted to a commercial square footage as provided by statute. The Town currently does not have any parcels fitting this fire class code but could in the future.

Institutional (“I”) This includes nursing homes and substance abuse centers; healthcare facilities located in shopping centers and office buildings, funeral homes and mausoleums; houses of worship, non-public schools, and various other uses.

Warehouse/Industrial (“W”) This includes manufacturing and processing sites, storage units (whether for commercial or non-commercial purposes), and warehousing sites.

Government (“X”) This includes any developed property owned by a federal, state, or local government.

Special (“S”, generally mixed use) This includes property that has more than one use or improvement that contains more than one Fire Class code. An example might a commercial use that also has a residential use on the same parcel. Each use will be assigned the cost for that use and then combined on the notices and bills.

Acreage (“A”) This includes undeveloped property typically in use for various purposes and for which the Town assesses an acreage charge for fire services. Generally, the land is agricultural in nature. Some of this acreage, if given exemption by the property appraiser, is exempt from the assessment. It also includes other uses of property that are vacant, such as commercial and residential.

It should also be noted that properties, or portions of properties, that can sometimes be exempt from this assessment remain variously classified with Fire Class Codes, but are not assessed if the Town has excluded them from the assessment. Again, these codes are used by BCPA to assist them in the administration of their rolls and we believe them to be highly accurate at the parcel level. If they are not assessed by the Town, the costs are not re-allocated to the remaining assessable units or categories.

Each BCPA parcel for the Town of Southwest Ranches also has, in addition to a Fire Class code, a Fire Basis element, which indicates the number of applicable billing units located on the parcel. For example, a single-family residential dwelling unit would have a Fire Basis element of “1”, indicating that the fixed residential assessment rate would be multiplied by “1” to arrive at an assessment amount and a duplex residential dwelling unit would have a Fire Basis element of “2”, indicating that the fixed residential assessment rate would be multiplied by “2” to arrive at an assessment amount, and so on. Commercial, Warehouse/Industrial, and Not-for-profits are based upon the square footage of the structure(s) on the property. The Fire Class code “S”, Special, generally includes mixed-use parcels that have mixed assessment rates applied to them. The sum of each category (e.g., “Residential”, “Commercial”, etc.) are added together within this coding. The Fire Basis element code in this Fire Class code in this category indicates the amount of the assessment for that Fire Class code. The BCPA handles mixed-use parcels as exceptions and manually calculates the assessment based upon the particular mix of uses that exist on those parcels. Table B notes the various Fire Class Categories and Codes, the number of parcels benefitting from the assessment for that category, the unit of measure for the assessment, and the total number of units in that category that are being assessed. A parcel can have more than one Fire Class Category:

Table B
BCPA Fire Class Counts

Fire Class Category	Category Code(s)	Sum of Total Number of Units	Unit of Measure	Number of Parcels
Commercial	C	321,755	Square Feet	24
Institutional	I	565,911	Square Feet	25
Acreage, Vacant	A,V	1,779	Acres	577
Residential	R	2,811	Dwelling Units	2,580
Warehouse/Industrial	W	123,848	Square Feet	11
Government - Exempt	X	41,376	Square Feet	238
				<u>3,455</u>

Source: BCPA 2024 Southwest Ranches Fire July Detail File. Mixed-use parcels have been disaggregated; therefore the number of parcels listed here is greater than the total number of actual parcels

Also, the BCPA combines 2 or more fire classes on the same parcel into a Special/Combination (Mixed Use) Fire Class “S”, which is not listed in the table above. The individual fire classes contained in each parcel coded “S” have been disaggregated and placed in their respective fire class code.

Fire/rescue Incidents

Fire/rescue call for service data is maintained by Davie Fire Rescue. Davie provided call data related to the Town of Southwest Ranches for calendar years 2016-2022. The call data included all dispatched calls for all fire and rescue units at the Town’s stations. The call data contained fire service calls, calls for rescue services, and all other calls. Because rescue services do not benefit property, this call data was culled from further consideration, leaving only fire service call data in our analysis. We also excluded from the call data calls to property that was located outside of the Town limits (mutual aid calls).

The Town of Southwest Ranches and Davie use the National Fire Incident Reporting System (NFIRS) for the collection and categorization of all fire and rescue incident types. This system provides not only the nature of the call responded to but also includes the type of property involved in the call. This data forms the basis for determining not only which

properties benefit from fire services, but also to what degree those types of properties demand service. While evaluating the call data, we exercised discretion in reclassifying certain incidents that we determined, for the purposes of this study, needed to be reclassified to accurately tie it to the most appropriate property use. As an example, an automobile fire in a parking lot at a shopping center would be reclassified from “uncovered parking” to a commercial use as the parking lot is considered to be part of the parcel owned by the shopping center for purposes of this study.

During the eight-year period studied, the Town of Southwest Ranches had 792 fire- or property-related incidents that could be attributed to a specific property use type. Mutual aid calls were excluded because they did not benefit properties within the Town. A list of the types of calls recorded by Davie and how this study categorized them is detailed in Appendix C, *Fire Rescue Call Categorization*.

The incident data includes a “Property Use” code or specific street address from which a property use code could be reasonably determined. These codes were then aggregated into larger Property Type codes that could be used to match more closely to the BCPA Category Codes used for fire assessments. The following Table C details the 792 fire or property incidents by the categories used to study fire service delivery and their corresponding BCPA Fire Class codes:

Table C
Fire Calls by Fire Class

Fire Call Categorization	Corresponding BCPA Fire Class Code	Number of Fire Calls, 2016-2023	Percent of Total
Commercial	C	78	9.85%
Institutional	I	160	20.20%
Acreage	A	36	4.55%
Residential	R	504	63.64%
Warehouse/Industrial	W	9	1.14%
Government- Exempt	X	5	0.63%
		792	100.00%

We then blended the Commercial, Institutional, and Warehouse/Industrial categories:

Table D
Fire Calls by Blended Fire Class

Blended Fire Call Categorization	Corresponding BCPA Fire Class Coding	Number of Fire Calls	Percent of Total
Blended Category (C,W,I)	C,W,I	247	31.19%
Acreage	A	36	4.55%
Residential	R	504	63.64%
Government- Exempt	X	5	0.63%
		<u>792</u>	<u>100.00%</u>

The recoded incident data to the BCPA Fire Class coding was then distributed to the expected FY2025 Assessable Fire service costs. We then assigned the maximum assessment by category and in total, based upon the fire class categories base and percentage of benefit by Class for the Town of Southwest Ranches and the maximum expected cost of fire service delivery for fiscal year 2025:

Table E
**Fiscal Year 2024-2025 Maximum Assessable Fire Services Cost,
Fire Code Apportionment and Maximum FY2024-2025 Assessment Rates**

Class	Total Number of Units	Unit Type	Percent Apportioned	Amount Allocated To Class	Proposed Not To Exceed Rate Per Unit
Blended (Commercial, Institutional, Warehouse/Industrial)	1,011,514	Per Square Feet	31.19%	\$ 1,092,858	\$ 1.0804
Acreage	1,761	Per Acre	4.55%	159,426	\$ 90.5316
Residential/Other	2,811	Per Unit	63.63%	2,229,514	\$ 793.14
Government - Exempt	41,376	Per Square Feet	0.63%	22,074	-
			<u>100.00%</u>	<u>\$ 3,503,873</u>	
				(97,073)	Less: Acreage Exemptions
				(22,074)	Less: Government Exempt
				(18,242)	Less: Residential Exempt
				<u>\$ 3,366,484</u>	Net Amount Realized

The Town has elected to underwrite \$502,832 of fire services with a General Fund contribution. Table F notes the effect of the contribution and the new rates, which are lower than the maximum allowed rates in Table E:

Table F
Fiscal Year 2024-25 Proposed Assessable Fire Service Cost
Fire Code Apportionment and Proposed FY2024-2025 Assessment Rates

Class	Total Number of Units	Unit Type	Percent Apportioned	Amount Allocated To Class	Proposed Not To Exceed Rate Per Unit
Blended (Commercial, Institutional, Warehouse/Industrial Acreage Residential/Other Government - Exempt	1,011,514 1,763 2,811 41,376	Per Square Feet Per Acre Per Unit Per Square Feet	31.19% 4.55% 63.63% 0.63%	\$ 936,025 136,547 1,909,562 18,907	\$ 0.9254 77.4517 679.32 -
			<u>100.00%</u>	<u>\$ 3,001,041</u>	
				(83,048)	Less: Acreage Exemptions
				(18,907)	Less: Government Exempt
				(15,624)	Less: Residential Exempt
				<u>\$ 2,883,462</u>	Net Amount Realized

Findings of Special Benefit and Fair Apportionment

The improved properties in the Town are found to benefit from the special assessment because fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements, structures and land through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire program; and (iv) containing fire incidents occurring on land and within miscellaneous buildings with the potential to spread and endanger other property and property features. Further, the availability and provision of comprehensive fire services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and the property and rental values within the assessable area.

The Fire Assessed Costs included in the Fire Assessment do not include costs related to the provision of emergency medical services (EMS) and have been fairly and reasonably apportioned among the benefitted parcels. While there are many ways to fairly apportion the costs of the fire services to benefitted properties, we note the following:

Apportioning Fire Assessed Costs among classifications of property based upon the historical demand for fire protection services is a fair and reasonable method because it reflects the property uses' potential fire risk based upon building use and is a reasonable proxy for the amount of fire flow, firefighters training and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the Town's standards and practices. Historical demand for fire protection services provides a fair, reasonable and proportionate relationship to the special benefit received by Assessed Parcels, and will ensure that no property is assessed an amount greater than the special benefit received.

Using the Fire Class Codes developed and maintained by the Broward County Property Appraiser to define the classifications of property used to develop the Fire Assessment cost allocations and rate calculations is fair and reasonable and reduces administrative burdens for both the Town and the Property Appraiser.

Apportioning the percentage of the fire protection assessed costs relating to historical calls for service among benefitted property based on Fire Class Codes is fair and reasonable because it reflects the property uses' potential fire risk based upon use, structure characteristics, and is a reasonable proxy for the amount of fire flow, firefighters training, and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the Town's standards and practices.

The fire rescue incident reports (NFIRS) are the most reliable data available to determine the potential demand for fire services from property use and to determine the benefit to property use resulting from the demand for fire protection services to protect and serve buildings and land located within assessed property and their intended occupants. There exist sufficient fire incident reports that document the historical demand for fire protection services from assessed property within the property use categories. The relative demand that has been determined for each property use category by an examination of such fire rescue incident reports is consistent with the experience of the Town. Therefore, the use of the relative percentages that were determined by an examination of fire rescue incident reports is a fair and reasonable method to apportion the fire protection assessed costs among the property use categories.

The potential demand for fire protection services to Residential property relates primarily to the presence of Dwelling Units and the anticipated occupants of the Dwelling Units. Neither the size nor the value of the residential property determines the scope of the required fire response in the Town of Southwest Ranches. The potential demand for fire services is driven by the existence of each and every dwelling unit and the anticipated average occupant population. Other structures on a parcel with one or more Dwelling Units, such as non-commercial barns, free-standing garages and/or assessable farm structures, that are not Non-Residential Buildings are considered to be appurtenant to or accessory to the primary use of one or more Dwelling Units and are not assessed in addition to the Dwelling Unit(s). It is fair and reasonable to assess parcels with existing Dwelling Units based on that primary use and to not assess other structures that are not Non-residential Buildings present on the same parcel.

“Residential/Other” or “R” Property, for purposes of imposition of the Fire Services Assessment, shall also include property with one or more structures that are not Non-residential Buildings, such as barns and/or accessory structures, and that are located on property without any existing Dwelling Unit(s). Non-residential Building(s) on such parcels shall be assessed at the Residential Property Rate collectively as one (1) dwelling unit. Structures that are not Non-residential Buildings that are located on parcels with no existing Dwelling Units generate demand for fire protection services similar to that demand generated by a single Dwelling Unit. Apportioning fire assessed costs to structures that are not Non-residential Buildings, such as assessable farm structures and non-commercial barns, and that are located on a separate parcel (with no Dwelling Units) in the same manner as a residential dwelling unit is a fair and reasonable method because the responses to those structures is similar to a response to a residential dwelling unit.

Apportioning the percentage of the fire protection assessed costs based on the relative demand for fire services attributable to residential property on a per dwelling unit basis, or, in the case of a structure on a separate parcel that is not a Non-residential Building as described above, is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.

The assessment of Non-residential Buildings by actual square footage (“Building Area”) is fair and reasonable for the purpose of parcel apportionment based on relative demand because the demand for fire service to such Non-residential Buildings is primarily determined and measured by the actual square footage of structures and improvements within benefited parcels. The greater the Building Area, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of a fire in a structure of that building’s size. Therefore, allocating assessable fire protection services costs to Non-residential Buildings based on the structure square footage (Building Area) is fair and reasonable and has a logical relationship to the demand for and benefit from fire protection services.

We believe that the apportionment methodology prepared herein is fair and reasonable, that the assessment rates proposed have a logical relationship to the special benefits to

the Assessed Parcels from the availability and provision of fire protection services, that each Assessed Parcel located within the Town will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, and that the methodology fits the particular properties in and nature of the Town of Southwest Ranches.



7320 Griffin Road, Ste. 102
Davie, Florida 33314
954-903-0712

Christopher Wallace, President
July 17, 2024

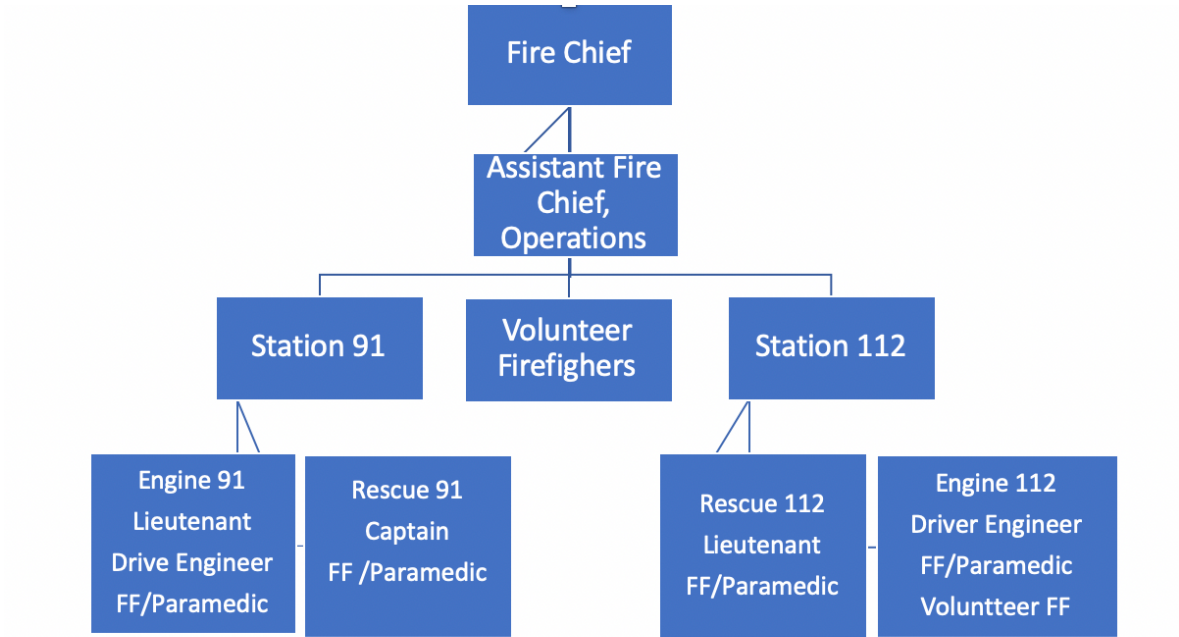
Appendix A

Fire Rescue Cost Apportionment, FY2024-2025 Budget

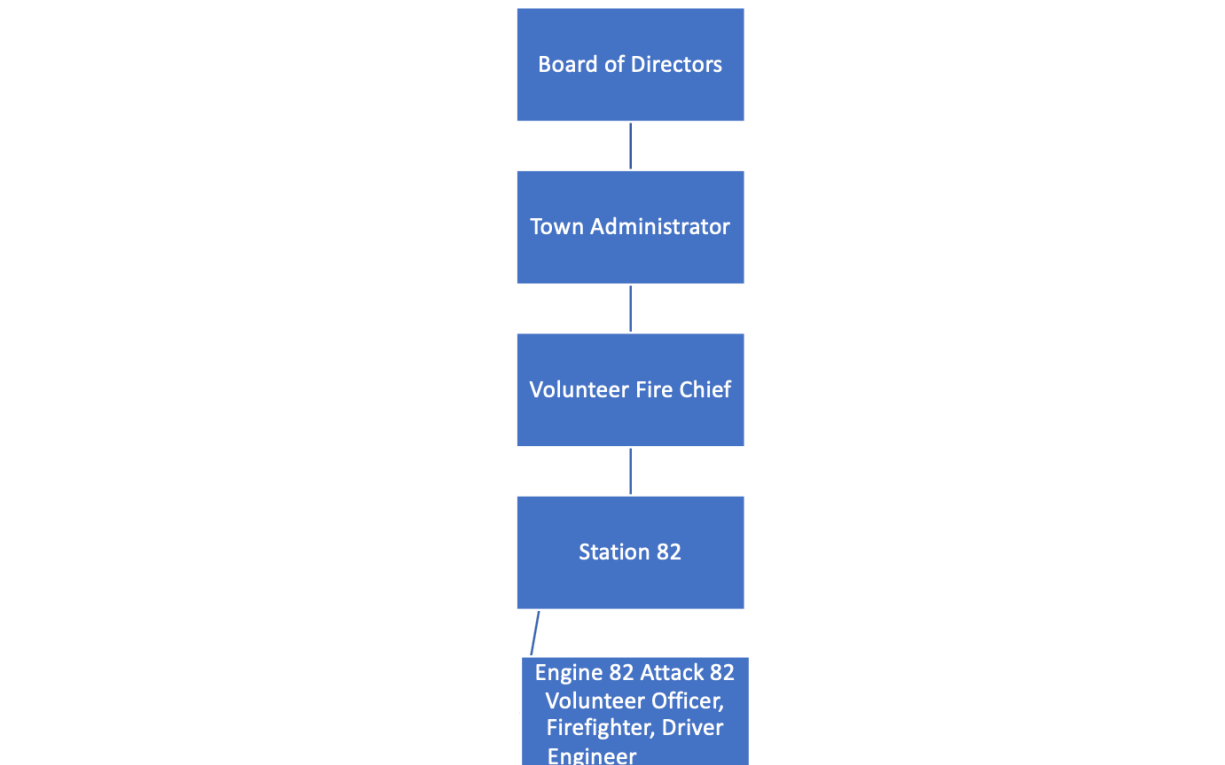
	Total Budget	Fire Allocation	Rescue/EMS Allocation	Fire Costs	Rescue/EMS Costs
Personnel Costs					
Total All Personnel	2,616,338	60%	40%	1,569,803	1,046,535
Operating Expenditures					
Contractual Services	225,330	0%	100%	-	225,330
Internal Services _IT	128,842	60%	40%	77,305	51,537
Community Programs	-	0%	100%	-	-
Communications Services	14,699	60%	40%	8,819	5,880
Repairs and Maintenance, Vehicles	61,133	60%	40%	36,680	24,453
Repairs and Maintenance, Radios	3,100	60%	40%	1,860	1,240
Repairs and Maintenance, Equipment	8,400	18%	82%	1,512	6,888
Repairs and Maintenance, Equip. Directed	13,750	60%	40%	8,250	5,500
Repairs and Maintenance, SW Ranches	2,500	100%	0%	2,500	-
Offices Supply Expenses	500	60%	40%	300	200
Uniforms	11,000	60%	40%	6,600	4,400
Protective Fire Equipment	18,284	60%	40%	10,970	7,314
First Aid Supplies and Equipment	50,625	0%	100%	-	50,625
Emergency Preparedness	500	60%	40%	300	200
Fuel	13,020	60%	40%	7,812	5,208
Training and Education	9,714	60%	40%	5,828	3,886
Total Operating Expenditures	561,397			168,737	392,660
Total Expenditures, Davie	3,177,735			1,738,540	1,439,195
Davie Administrative Contract Costs	1,144,017	60%	40%	686,410	457,607
Total Davie Contract	4,321,752			2,424,950	1,896,802
Equipment Setaside	100,500	100%	0%	100,500	-
Other Operating Expenses	802,066	60%	40%	452,066	350,000
Non Operating Debt and Capital Outlay	97,025	100%	0%	97,025	-
Fire Station Flooring	25,000	100%	0%	25,000	-
Assessment Expenses	154,167	100%	0%	154,167	-
Allocated Townwide Cost	250,165	100%	0%	250,165	-
Total SWR Fire Budget	5,750,675			3,503,873	2,246,802

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Appendix B
Town of Southwest Ranches Fire Rescue
Organizational Table



Southwest Ranches Volunteer Fire Rescue



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Appendix C

Fire Rescue Call Categorization

NFIRS Fire Type	Fire Class Code
100 - Fire, Other	
1 or 2 family dwelling	R
NULL	R
Open land or field	A
Outside or special property, Other	A
Residential street, road or residential driveway	R
Street, Other	STREET
Water utility	X
111 - Building fire	
1 or 2 family dwelling	R
112 - Fires in structure other than in a building	
Outbuilding or shed	R
113 - Cooking fire, confined to container	
1 or 2 family dwelling	R
118 - Trash or rubbish fire, contained	
1 or 2 family dwelling	R
Outside or special property, Other	A
122 - Fire in motor home, camper, recreational vehicle	
Open land or field	A
131 - Passenger vehicle fire	
1 or 2 family dwelling	R
Highway or divided highway	STREET
Open land or field	A
Residential street, road or residential driveway	STREET
Street, Other	STREET
Vehicle parking area	C
1311 - Passenger vehicle fire with MVC	
Residential street, road or residential driveway	STREET
138 - Off-road vehicle or heavy equipment fire	
1 or 2 family dwelling	R
Funeral parlor	C
140 - Natural vegetation fire, Other	
1 or 2 family dwelling	R
Crops or orchard	C
Open land or field	A
Outside or special property, Other	A
141 - Forest, woods or wildland fire	
1 or 2 family dwelling	R
142 - Brush or brush-and-grass mixture fire	
1 or 2 family dwelling	R
Highway or divided highway	STREET
Livestock production	C
Open land or field	A
Street, Other	STREET
Vacant lot	A
143 - Grass fire	
Open land or field	A
150 - Outside rubbish fire, Other	
1 or 2 family dwelling	R
Open land or field	A
Outside or special property, Other	A
Vacant lot	A
151 - Outside rubbish, trash or waste fire	
1 or 2 family dwelling	R
Crops or orchard	C
Highway or divided highway	STREET
Open land or field	A
Outside or special property, Other	A
Professional supplies, services	C
Residential street, road or residential driveway	R
Street, Other	STREET
153 - Construction or demolition landfill fire	
1 or 2 family dwelling	R
154 - Dumpster or other outside trash receptacle fire	
1 or 2 family dwelling	R
Professional supplies, services	C
160 - Special outside fire, Other	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Street or road in commercial area	C
Vehicle parking area	C
162 - Outside equipment fire	
Crops or orchard	C
173 - Cultivated trees or nursery stock fire	
1 or 2 family dwelling	R

251 - Excessive heat, scorch burns with no ignition	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Food and beverage sales, grocery store	C
Mercantile, business, Other	C
Vehicle storage, Other	W
400 - Hazardous condition, Other	
1 or 2 family dwelling	R
Mercantile, business, Other	C
Street or road in commercial area	C
Street, Other	STREET
411 - Gasoline or other flammable liquid spill	
Convenience store	C
Street, Other	STREET
412 - Gas leak (natural gas or LPG)	
1 or 2 family dwelling	R
424 - Carbon monoxide incident	
1 or 2 family dwelling	R
440 - Electrical wiring/equipment problem, Other	
1 or 2 family dwelling	R
Educational, Other	I
High school/junior high school/middle school	I
Residential street, road or residential driveway	R
Street or road in commercial area	C
Street, Other	STREET
441 - Heat from short circuit (wiring), defective/worn	
1 or 2 family dwelling	R
442 - Overheated motor	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Highway or divided highway	STREET
443 - Breakdown of light ballast	
1 or 2 family dwelling	R
444 - Power line down	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Outside or special property, Other	A
Residential street, road or residential driveway	R
Street or road in commercial area	C
Street, Other	STREET
Vehicle parking area	C
445 - Arcing, shorted electrical equipment	
1 or 2 family dwelling	R
Electrical distribution	I
Open land or field	A
Residential street, road or residential driveway	R
Schools, non-adult, other	I
Street, Other	STREET
460 - Accident, potential accident, Other	
Street, Other	STREET
463 - Vehicle accident, general cleanup	
Highway or divided highway	STREET
Street, Other	STREET
480 - Attempted burning, illegal action, Other	
1 or 2 family dwelling	R
481 - Attempt to burn	
Open land or field	A
500 - Service Call, other	
1 or 2 family dwelling	R
Household goods, sales, repairs	C
Outside or special property, Other	A
Street, Other	STREET
Vehicle parking area	C
522 - Water or steam leak	
1 or 2 family dwelling	R
531 - Smoke or odor removal	
1 or 2 family dwelling	R
553 - Public service	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Open land or field	A
Residential street, road or residential driveway	R
561 - Unauthorized burning	
1 or 2 family dwelling	R
Open land or field	A
651 - Smoke scare, odor of smoke	

1 or 2 family dwelling	R
Open land or field	A
Outside or special property, Other	A
Professional supplies, services	C
Residential street, road or residential driveway	R
Street, Other	STREET
653 - Smoke from barbecue, tar kettle	
1 or 2 family dwelling	R
671 - HazMat release investigation w/no HazMat	
1 or 2 family dwelling	R
700 - False alarm or false call, Other	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Food and beverage sales, grocery store	C
Household goods, sales, repairs	C
Mercantile, business, Other	C
Residential, Other	R
Storage, Other	W
Street, Other	STREET
Vehicle storage, Other	W
710 - Malicious, mischievous false call, Other	
Day care, in commercial property	C
714 - Central station, malicious false alarm	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Business office	C
Educational, Other	I
Elementary school, including kindergarten	I
Mental retardation/development disability facility	I
Residential board and care	R
Vehicle storage, Other	W
715 - Local alarm system, malicious false alarm	
Educational, Other	I
High school/junior high school/middle school	I
730 - System malfunction, Other	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
High school/junior high school/middle school	I
732 - Extinguishing system activation due to malfunction	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
733 - Smoke detector activation due to malfunction	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Church, mosque, synagogue, temple, chapel	I
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Mercantile, business, Other	C
Residential board and care	R
735 - Alarm system sounded due to malfunction	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
High school/junior high school/middle school	I
Mental retardation/development disability facility	I
Mercantile, business, Other	C
736 - CO detector activation due to malfunction	
1 or 2 family dwelling	R
740 - Unintentional transmission of alarm, Other	
1 or 2 family dwelling	R
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Elementary school, including kindergarten	I
Vehicle storage, Other	W
743 - Smoke detector activation, no fire - unintentional	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Fire station	I

Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Mental retardation/development disability facility	I
Mercantile, business, Other	C
Preschool	C
Public or government, Other	X
Residential, Other	R
Vehicle storage, Other	W
744 - Detector activation, no fire - unintentional	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Dormitory-type residence, other	R
Eating, drinking places, other	C
Educational, Other	I
Fire station	X
High school/junior high school/middle school	I
Schools, non-adult, other	I
Vehicle storage, Other	W
745 - Alarm system activation, no fire - unintentional	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Boarding/rooming house, residential hotels	R
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Fire station	X
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Household goods, sales, repairs	C
Mental retardation/development disability facility	I
Mercantile, business, Other	C
Property Use, Other	C
Residential board and care	R
Residential or self-storage units	W
Restaurant or cafeteria	C
Vehicle storage, Other	W
Alarm system activation, no fire - unintentional	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Elementary school, including kindergarten	I
Mercantile, business, other	C
Preschool	C
Alarm system sounded due to malfunction	
Church, mosque, synagogue, temple, chapel	I
Household goods, sales, repairs	C
Mental retardation/development disability facility	I
Arcing, shorted electrical equipment	
Open land or field	A
Pipeline, power line or other utility right-of-way	STREET
Street, other	STREET
Attempted burning, illegal action, other	
1 or 2 family dwelling	R
Authorized controlled burning	
Open land or field	A
Brush or brush-and-grass mixture fire	
1 or 2 family dwelling	R
Open land or field	A
Residential street, road or residential driveway	R
Building fire	
1 or 2 family dwelling	R
Detector activation, no fire - unintentional	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
High school/junior high school/middle school	I
Reformatory, juvenile detention center	I
Electrical wiring/equipment problem, other	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Residential street, road or residential driveway	R
Street, other	STREET
Excessive heat, scorch burns with no ignition	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
Church, mosque, synagogue, temple, chapel	I

False alarm or false call, other	
1 or 2 family dwelling	R
Business office	C
Elementary school, including kindergarten	I
Food and beverage sales, grocery store	C
Household goods, sales, repairs	C
Mercantile, business, other	C
Places of worship, funeral parlors, other	I
Preschool	C
Fire, other	
Service station, gas station	C
Gasoline or other flammable liquid spill	
Service station, gas station	C
Lightning strike (no fire)	
1 or 2 family dwelling	R
Malicious, mischievous false call, other	
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Natural vegetation fire, other	
1 or 2 family dwelling	R
Ind., utility, defense, agriculture, mining, other	I
Outside equipment fire	
1 or 2 family dwelling	R
Outside rubbish, trash or waste fire	
Dump, sanitary landfill	I
Open land or field	A
Outside or special property, other	G
Overheated motor	
Highway or divided highway	STREET
Passenger vehicle fire	
Street, other	STREET
Vehicle parking area	C
Power line down	
1 or 2 family dwelling	R
Residential street, road or residential driveway	R
Street, other	STREET
Smoke detector activation due to malfunction	
1 or 2 family dwelling	R
Elementary school, including kindergarten	I
Smoke detector activation, no fire - unintentional	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
Church, mosque, synagogue, temple, chapel	I
Public or government, other	X
Smoke or odor removal	
1 or 2 family dwelling	R
Smoke scare, odor of smoke	
1 or 2 family dwelling	R
Business office	C
System malfunction, other	
1 or 2 family dwelling	R
Trash or rubbish fire, contained	
1 or 2 family dwelling	R
Unauthorized burning	
1 or 2 family dwelling	R
Unintentional transmission of alarm, other	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Bank	C
Residential or self-storage units	W
Storage, other	W
Water or steam leak	
Street, other	STREET
Water problem, other	
1 or 2 family dwelling	R
Mercantile, business, other	C
Street, other	STREET
Water vehicle fire	
Open land or field	A

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Town of Southwest Ranches

Proposed FY 2024/2025

Fire Assessment Worksheet

Sources:

Fire Administration Department
 Volunteer Fire Service Department
 Volunteer Fire Fund

Expenditures	Total FY 2024-2025 Proposed	General Fund Portion	Fire Assessment Portion	
% Allocation per Consultant Study for FR Contractual Services Only		40.00%	60.00%	*

Direct Expenses:

Fire Rescue Contractual Service	\$ 4,321,752	\$ 1,896,802	\$ 2,424,950	
Operating Expenses	802,066	\$ 350,000	452,066	
Government & Acreage Exemptions	-	137,389	-	**
Capital Outlay	97,025	N/A	97,025	
Fire Protection/Control Contingency	100,500	N/A	100,500	
Sub-Total	\$ 5,321,343	\$ 2,384,191	\$ 3,074,541	

Other Expenses

Publication & Notification Costs	1,445
Statutory Discount	122,982
Collections Cost	29,740
Fire Assessment Cost Allocation of Townwide Personnel\Contractual Costs	250,165
Fire Station Flooring	25,000

Council Approved Subsidy of \$502,832 available

Total Fire Assessment Expenses **\$ 3,503,873**

Based on 2024 Consultant Study

Property Category	Assess Unit Type	% Apportioned	Amount	Adopted Rates FY 24/25	Adopted Rates FY 23/24	Difference: Increase Decrease
Combined Non-Res: Commercial-321,755 SF	Per Sq.Ft. Bldg Area	9.92%	347,585	\$ 1.0804	\$ 0.9812	\$ 0.0992
Combined Non-Res: Institutional-565,911 SF	Per Sq.Ft. Bldg Area	17.45%	611,421	\$ 1.0804	\$ 0.9812	\$ 0.0992
Combined Non-Res: Warehse/Indust-123,848 SF	Per Sq.Ft. Bldg Area	3.82%	133,849	\$ 1.0804	\$ 0.9812	\$ 0.0992
Acreage - 1,761 Acres	Per Acre	4.55%	159,252	\$ 90.53	\$ 89.11	\$ 1.42
Residential - 2,811 Units	Per Unit	63.64%	2,229,691	\$ 793.14	\$ 758.63	\$ 34.51
Government - Exempt - 41,376 SF (General F	Per Sq.Ft. Bldg Area	0.63%	22,075			
Total		100%	\$ 3,503,873			

* 60% / 40% split applies in most cases

** These amounts are funded thru the General Fund (FY2024-2025 Fire Protection Assessment Methodology Report July 18, 2024)

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

June 27, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor David S. Kuczenski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Russell Muñiz, Town Administrator

Debra M. Ruesga, Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Mayor Breitkreuz recognized Luis Ochoa, Director of the South Broward Drainage District, who was in attendance, and asked him up to the podium to introduce himself to the Town Council.

Director Ochoa introduced himself to the Town Council and provided a brief description of his credentials. He expressed that the Town and the District have had a great relationship over the years, and he looked forward to continuing that tradition.

3. 2024 SEAB Town College Scholarship Recipient Awards

Kathy Sullivan, Chair of the Schools and Education Advisory Board (SEAB) presented the scholarship awards to each recipient.

Mayor Breitkreuz asked for a moment of silence in honor of the passing of Town Resident Ruth Wolff.

4. Public Comment

The following members of the public addressed the Town Council: Michael Katz, Lori Parrish, Joy McKie, John Steven Garate, Marianne Allen, and Mike Rodriguez.

5. Board Reports

Debbie Green spoke on behalf of the Zero Waste Advisory Board. She talked about the Town's PSA video on proper recycling and the recycling decals that were sent out by WM, to be placed on resident recycling bins. She stated the best way to avoid incinerators and raising the height of landfills is to move towards zero waste but that the effort will take time. She discussed the topics to be covered at the next Board Meeting, which will be on August 6th.

Debbie Green spoke on behalf of the Zero Waste Task Force. She said the next meeting will be July 10, at Town Hall at 7:00pm. She stated the Broward Solid Waste Executive Committee which was meeting June 28th at 9:00am at the Broward Government Center West in Plantation, and said it is important for public feedback at the meetings.

6. Council Member Comments

Council Member Jablonski thanked everyone for coming to the meeting and spoke about the importance of being involved with the community. He stated that Town Hall will be closed for the 4th of July holiday and advised that the Code Compliance Department was putting out signs reminding residents that “fireworks and animals don’t mix” in anticipation of the holiday. He spoke about the Mayor’s Open Chess Play Event happening on July 20th and talked about the DMV FLOW event being back at Town Hall on August 28th. He spoke about the Broward County Mosquito Control aerial spraying happening on June 29th from 2:00am to 6:00am, weather permitting. He discussed the Annual Photo Contest for the Town Calendar and reminded everyone that the theme for the contest was “Proud of Our Town” and the deadline to enter is September 9th. Lastly, he recognized Aster Knight, who was in attendance, and thanked him for coming to the meeting.

Council Member Allbritton discussed his reelection campaign and spoke about his history with the Town and the organizations he has become a part of during that time. He thanked Schools and Education Advisory Board Chair Kathy Sullivan for the great job she did with the Town Scholarship Fund and thanked the members of the SEAB for their work on the Board and their efforts involving the Town Scholarship Fund as well. He asked residents to be respectful of their neighbors during the 4th of July holiday and discussed the importance of the holiday.

Council Member Hartmann spoke about the upcoming Town Meetings involving the Town’s Budget. He stated the Budget Workshop Meeting will be happening on August 13th, the First Public Hearing will be September 12th, and the Second Public Hearing will be on September 26th. He said that if anyone wanted information on how the Town works from a financial standpoint or if anyone had any public input regarding the Town’s Budget, they should attend the meetings.

Vice Mayor Kuczenski provided the Town Council with the traffic citation statistics for the previous month. He discussed the road closure on Hancock Road and said the construction was to redirect some drainage in the area and the matter should be resolved within the next day if everything goes accordingly. He spoke about the issue of residents applying for applications for equestrian breeding facilities and not being approved for agriculture exemption. Lastly, he recognized Fred Seagal for his work on the “Southwest Ranches Farm Guide” and thanked him for his efforts on it.

Mayor Breitreuz recognized Aster Knight, who was in attendance, and thanked him for his legacy of work that continues in the Town. He spoke about the work being done currently on creating an Agricultural Department for the Town and about meeting with the Broward County Property Appraisers Office on July 3rd to discuss it. He introduced Mila Schwartz, General Counsel for the Broward County Property Appraisers Office, to speak to the Town Council.

Ms. Schwartz introduced herself to the Town Council and discussed the upcoming meeting between the BCPA and the Town and said she was looking forward to working together.

Mayor Breitzkreuz discussed the Zero Waste Advisory Board and stated the Town Council was waiting on feedback and recommendations from the Board to move forward with the Zero Waste Plan. He spoke about the 4th of July and the importance of the holiday but also spoke about the dangers presented by fireworks to the equestrian community. He reminded residents that the Town has ear plugs for horses that were available for pick up at Town Hall, if anyone wanted to try some for their horses.

7. Legal Comments

Town Attorney Poliakoff stated that he was very impressed with the efforts of SEAB Chair Kathy Sullivan and the Board members in their efforts to raise monies for the Town Scholarship Fund and that it was great to see the funds go to the incredible kids of the Town. He spoke about Ruth Wolff and her influence on the Town before it was incorporated and that she would be missed by all.

8. Administration Comments

Town Administrator Muñiz introduced Christina Semeraro as the Town's new Procurement Officer and spoke of her qualifications. He discussed the Public Safety and Traffic Committee and its actions to create an operations plan to address speeding in the Town. He stated there is an initiative to enhance traffic enforcement in the Town and once the plan is finalized it will be presented to the Town Council. He presented to Town Council three renderings of the different locations for the placement of the Southwest Meadows Restroom Facility. He discussed the pros and cons of each of the renderings and addressed questions presented by the Town Council. He called upon PROS Manager December Lauretano-Haines and Public Works Director/Town Engineer Rod Ley to answer questions from the Town Council.

A discussion ensued between the Town Council regarding the options presented by Town Administrator Muñiz. Mayor Breitzkreuz opened the item to public comment, and after further discussion a motion was made to select option two of the renderings.

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

MOTION: TO SELECT OPTION 2 FOR THE PLACEMENT OF THE RESTROOM FACILITY.

At this point of the Meeting, Mayor Breitzkreuz discussed the Presidential Debate happening later during the evening and suggested the meeting be concluded by 8:45 and that if any items were not presented tonight, they could be tabled to the next meeting.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 695 1 APPALOOSA TRAIL, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES,

FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE RESOLUTION WITH AMENDED SCRIVENER'S ERROR CORRECTING THE ADDRESS FROM 6951 APPALOOSA TRAIL TO 6591 APPALOOSA TRAIL.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5775 SW 130TH AVENUE, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING MIAMI-DADE COUNTY'S SITING, PERMITTING, AND CONSTRUCTION OF A SOLID WASTE TO ENERGY CAMPUS AT THE OPA-LOCKA WEST AIRPORT SITE AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CITY OF MIRAMAR, FLORIDA FOR THE CITY OF MIRAMAR TO LEAD THE TOWN'S OPPOSITION; THE EXPENDITURE OF THE AMOUNT OF THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00) TO CONTRIBUTE TO THE LEGAL SERVICES TO OPPOSE THE SOLID WASTE TO ENERGY FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Hartmann but failed for lack of second.

MOTION: TO APPROVE THE RESOLUTION.

The following motion was made by Vice Mayor Kuczenski but failed for lack of second.

MOTION: TO CREATE A RESOLUTION TO OPPOSE THE BUILDING OF AN INCINERATOR IN MIAMI-DADE COUNTY.**Discussion****12. FPL Staging Area Agreement – Mayor Breitkreuz**

Mayor Breitkreuz introduced the item and stated that Florida Power and Light was looking for partners to provide locations for FPL to stage equipment and machinery during emergency situations. He stated the potential location for the staging area is the area used for the Farmer's Market at Griffin Road and Dykes Road. He discussed the benefits of having FPL staging their equipment in the area and said it would be good for the community.

Town Attorney Poliakoff stated that the director of FPL's Emergency Response Unit will be at the next Town Council Meeting to address the Town Council directly and an agreement will be presented as well.

Council Member Hartmann raised issues regarding any damages done to the area of the Farmer's Market and future restroom facility and the responsibility that FPL must repair them and/or pay for damages. Mayor Breitkreuz stated that he and Town Attorney Poliakoff addressed those issues, and any liabilities would be covered by the agreement.

Council Member Jablonski spoke about his past experiences with partnering with FPL and stated that it was a good partnership, and it would be beneficial to work with them.

13. Approval of Minutes**a. May 09, 2024 Regular Meeting Minutes**

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

MOTION: TO APPROVE THE MAY 09, 2024 REGULAR MEETING MINUTES

Adjournment

Meeting adjourned at 8:45 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 25th day of July, 2024.

Steve Breitkreuz, Mayor

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