



Southwest Ranches Town Council

REGULAR MEETING

Agenda of January 22, 2026

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor

Steve Breitkreuz

Town Council

Jim Allbritton

Vice Mayor

Bob Hartmann

Gary Jablonski

David S. Kuczenski,
Esq.

Town Administrator

Russell C. Muniz, ICMA-CM

Town Attorney

Keith M. Poliakoff, J.D.

Town Clerk

Debra M. Ruesga

Town Financial

Administrator

Emil C. Lopez, CPM

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

Presentations

3. Proclamation - Protection of the Monarch Butterfly

4. 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.

5. Board Reports

6. Council Member Comments

7. Legal Comments

8. Administration Comments

Ordinance - 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING SECTION 3.4 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "NON-NATIVE SPECIES PROTECTION ACT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-ONE THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$51,830.00) WITH MES SERVICE COMPANY LLC TO PURCHASE A SET OF EXTRICATION TOOLS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WASTE MANAGEMENT NATIONAL SERVICES, INC. (WMNS, INC.) IN THE AMOUNT OF FIFTY-NINE THOUSAND EIGHT HUNDRED AND FORTY-ONE DOLLARS AND ZERO CENTS (\$59,841.00) FOR ZERO WASTE CONSULTING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA TO ALLOW FOR THE MODIFICATION OF BILLING RESPONSIBILITY FOR ADDITIONAL SOLID WASTE CARTS PROVIDED TO RESIDENTIAL SERVICE UNITS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH THE BROWARD COUNTY TAX COLLECTOR FOR THE UNIFORM COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH (ISABEL MCNULTY FOR AGRICULTURAL LIAISON SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

15. Speed Tables in Sunshine Ranches- **ADDED**
16. Approval of Minutes
 - a. October 9, 2025 Regular Meeting Minutes
 - b. October 23, 2025 Workshop Meeting Minutes
 - c. October 23, 2025 Regular Meeting Minutes

17. 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.

**This page
intentionally
left blank.**

PROCLAMATION

WHEREAS, The monarch butterfly (*Danaus Plexippus*) is one of the most iconic and beloved pollinators in North America, recognized for its extraordinary migration spanning thousands of miles; and

WHEREAS, Monarch populations have declined precipitously in recent decades due to habitat loss, climate change, and the widespread use of pesticides that reduce milkweed and nectar sources essential to their survival; and

WHEREAS, The monarch butterfly serves as a vital indicator species, reflecting the health of our ecosystems and the balance of our natural environment; and

WHEREAS, Protecting monarchs requires safeguarding and restoring native habitats, particularly milkweed and wildflower corridors, which provide food and shelter throughout their life cycle; and

WHEREAS, Southwest Ranches recognizes the monarch butterfly as a species of ecological, cultural, and educational importance; and

WHEREAS, Southwest Ranches Community and individuals have the power to contribute to monarch conservation through planting native species, reducing chemical use, and supporting pollinator-friendly practices; and

WHEREAS, Southwest Ranches encourages the creation and preservation of pollinator gardens, native plant landscapes, and migratory corridors to sustain monarch populations.

NOW, THEREFORE, BE IT PROCLAIMED BY the Town Council of the Town of Southwest Ranches that this proclamation shall serve as a reminder of our shared responsibility to protect biodiversity and to act as stewards of the natural world. Further the Council urges all citizens, organizations, and institutions to join in collective action to restore habitat, reduce harmful practices, and ensure the survival of monarch butterflies for future generations.

Dated this 22nd day of January, 2026

STEVE BREITKREUZ, MAYOR

**This page
intentionally
left blank.**



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

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

Town Council
Steve Breitkreuz, *Mayor*
Bob Hartmann, *Vice Mayor*
Jim Allbritton, *Council Member*
Gary Jablonski, *Council Member*
David S. Kuczenski, Esq., *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:
FROM: Russell C. Muñiz, Town Administrator
DATE: 1/22/2026
SUBJECT: Non-Native Species Protection Act

Recommendation

Town Council consideration to approve this Ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

Due to the exotic pet trade many non-native species have been introduced to the Florida environment. These species wreak havoc on Florida's ecosystems and natural habitats by preying on native species or competing with them for food resources. A recent study led by University of Florida scientists identified one hundred (100) vertebrate species that have invaded Florida's natural environment with many of them causing devastating effects on Florida's delicate ecosystem. Many of these non-native species are considered a nuisance that cause damage such as the Nile Crocodile, Burmese Python, Nile Monitor, and Green Iguana, while some are less destructive and have become accepted members of the Florida natural environment including Egyptian Geese, Muscovy Ducks, and Peafowl. Florida Statutes offers no protection against the killing of non-native species on public property so long as they are killed humanely. Recently several Muscovy Ducks were killed along a Southwest Ranches

canal; and last year more than 30 Egyptian Geese were killed in Cooper City.

The Town seeks to create a distinction as to which non-native species may be killed humanely and offer protection to other non-native species that pose no significant threat to Florida's ecosystem. Any person found to kill non-native species outlined in Section 3.4 of the Code of Ordinances subjects any violators to prosecution in accordance with State law. The Town of Southwest Ranches ("Town") finds extreme importance in protecting its animal community. To help prevent the killing of protected non-native species, the Town Council desires to establish its own non-native Species Protection Act, where it will seek the maximum penalties allowed by law if such a violation ever occurs in the Town.

Fiscal Impact/Analysis

N/A

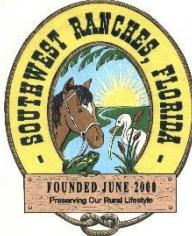
Staff Contact:

Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	1/15/2026	Backup Material
Ordinance First Reading - TA Approved	1/16/2026	Ordinance

Town of Southwest Ranches Business Impact Estimate Form



*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING SECTION 3.4 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "NON-NATIVE SPECIES PROTECTION ACT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Development orders and development permits, as defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the Town;
 - Sections 190.005 and 190.046;
 - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

The ordinance is intended to protect specific non-native species of animals that have been harmed in our Town in the recent past.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur.

N/A

- (b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

N/A

- (c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

The regulatory costs are unknown at this time as costs will only be incurred if violations occur. If violations occur, code violation fees may be assessed.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information/methodology for preparation, if any:

N/A

ORDINANCE NO. 2026-XXX

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES,
FLORIDA, CREATING SECTION 3.4 OF THE TOWN'S CODE OF
ORDINANCES ENTITLED "NON-NATIVE SPECIES PROTECTION
ACT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, due to the exotic pet trade many non-native species have been introduced to the Florida environment; and

WHEREAS, these species wreak havoc on Florida's ecosystems and natural habitats by preying on native species or competing with them for food resources; and

WHEREAS, a recent study led by University of Florida scientists identified one hundred (100) vertebrate species that have invaded Florida's natural environment with many of them causing devastating effects on Florida's delicate ecosystem; and

WHEREAS, many of these non-native species are considered a nuisance that cause damage such as the Nile Crocodile, Burmese Python, Nile Monitor, and Green Iguana, while some are less destructive and have become accepted members of the Florida natural environment including Egyptian Geese, Muscovy Ducks, and Peafowl; and

WHEREAS, Florida Statutes offers no protection against the killing of non-native species on public property so long as they are killed humanely; and

WHEREAS, recently several Muscovy Ducks were killed along a Southwest Ranches canal; and last year more than 30 Egyptian Geese were killed in Cooper City; and

WHEREAS, the Town seeks to create a distinction as to which non-native species may be killed humanely and offer protection to other non-native species that pose no significant threat to Florida's ecosystem; and

WHEREAS, any person found to kill non-native species outlined in Section 3.4 of the Code of Ordinances subjects any violators to prosecution in accordance with State law; and

WHEREAS, the Town of Southwest Ranches ("Town") finds extreme importance in protecting its animal community; and

WHEREAS, to help prevent the killing of protected non-native species, the Town Council desires to establish its own Non-Native Species Protection Act, where it will seek the maximum penalties allowed by law if such a violation ever occurs in the Town.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Council.

Section 2. That a Section to the Town's Code entitled "Non-Native Species Protection Act" is hereby created to read as follows:

Section 3.4

Non-Native Species Protection Act.

A. In accordance with Section 828.12, Florida Statutes, as may be amended from time to time, a person who torments, deprives of necessary sustenance or shelter, or unnecessarily mutilates, or kills any animal, in a cruel or inhumane manner, commits animal cruelty, and is a misdemeanor of the first degree.

B. As Florida Statutes offers no protections to non-native species killed humanely, the Town desires to offer protection to certain specific non-native species from being killed on public property.

C. The following non-native species only are offered such protection: Egyptian Geese, Muscovy Ducks, and Peafowl.

D. A violation of this Section presents a threat to the health, safety, and welfare of our animal environment. The Town has found that a violation of this Section causes irreparable or irreversible harm, and as such, a violation of this Section shall be prosecuted to the fullest extent and in accordance with the highest civil penalties and maximum sentence afforded by law.

Section 3. Inclusion in the Code. This Ordinance shall be codified and included as part of the Town's Code of Ordinances. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Southwest Ranches Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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 of this Ordinance.

Section 6. Effective Date. That this Ordinance shall become effective upon adoption on second reading.

PASSED ON FIRST READING this _____ day of January 2025, on a motion by _____ and seconded by _____.

PASSED ON SECOND READING this _____ day of February 2025, on a motion made by _____ and seconded by _____.

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

ATTEST:

Steve Breitkreuz, Mayor

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
1001.2026.009

**This page
intentionally
left blank.**



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., 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: Emily Aceti, Community Services Manager
DATE: 1/22/2026
SUBJECT: Approving a Purchase Order to MES Service Company LLC for the Purchase of Extraction Power Tools

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

The Southwest Ranches Volunteer Fire Rescue Department recently purchased Attack Truck 82 (2024 Dodge Ram 5500 Diesel / 4 seated positions), which is not equipped with a set of extrication tools and instead must rely on the department's Engine 82 for this crucial equipment. The Town was awarded a \$51,380.00 Florida Firefighter Assistance Program grant (FM1180) to purchase a set of extraction power tools. The extrication tools are a basic set of battery-operated tools that consist of spreader, cutter and telescoping ram units and meet NFPA 1936 standards for extrication equipment.

Lake County has an existing procured contract with MES Service Company LLC (Contract Number 22-730G Fire Equipment, Parts, Supplies, and Services) the Town can piggyback on for the purchase of the extraction power tools.

Fiscal Impact/Analysis

The Town was awarded a \$51,380.00 Florida Firefighter Assistance Program grant (FM1180) to purchase a set of extraction power tools. The Town's only expense for this purchase is the \$450 shipping and handling fee. A budget amendment to the FY 2025-2026 Town Budget to provide funding is required as follows:

Revenue (Increase):

001-0000-334-33420 State Grant Public Safety	\$51,380
001-0000-399-39900 Appropriated fund balance	\$450

Expenses (Increase):

001-3200-522-64100 Public Safety Volunteer Fire: Machinery & Equipment	\$51,830
--	----------

Staff Contact:

Chief Lee Bennett
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/22/2025	Resolution
Exhibit A	12/22/2025	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-ONE THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$51,830.00) WITH MES SERVICE COMPANY LLC TO PURCHASE A SET OF EXTRICATION TOOLS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town was awarded a Fifty-One Thousand Three Hundred Eighty Dollars and Zero Cents (\$51,380.00) Florida Firefighter Assistance Program grant (FM1180) to purchase a set of extrication power tools; and

WHEREAS, the extrication tools are a basic set of battery-operated tools that consists of spreader, cutter and telescoping ram units and meets NFPA 1936 standards for extrication equipment; and

WHEREAS, the Town desires to piggyback on an existing procured contract that Lake County has with MES Service Company LLC (Contract Number 22-730G Fire Equipment, Parts, Supplies, and Services) for the purchase of the extrication power tools; and

WHEREAS, the Town desires to issue a Purchase Order to MES Service Company LLC Fifty-One Thousand Eight Hundred Thirty Dollars and Zero Cents (\$51,830.00) for the grant-funded equipment, which includes a Four Hundred Fifty Dollar and Zero Cents (\$450.00) Shipping and Handling fee, which is the Town's expense; and

WHEREAS, a budget amendment to the Adopted Fiscal Year 2025-2026 Town Budget is necessary; and

WHEREAS, the Town of Southwest Ranches desires to issue the Purchase Order to MES Service Company LLC 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 authorizes the Town Administrator to execute a Purchase Order to MES Service Company LLC in the amount of Fifty-One Thousand Eight Hundred Thirty Dollars and Zero Cents (\$51,830.00) 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 3. The Town Council hereby approves a budget amendment to the FY 2025-2026 Town Budget to provide funding as follows:

Revenue (Increase):

001-0000-334-33420 State Grant Public Safety	\$51,380
001-0000-399-39900 Appropriated fund balance	\$ 450

Expenses (Increase):

001-3200-522-64100 Public Safety Volunteer Fire: Machinery & Equipment \$51,830

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

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

Ranches, Florida, this _____ day of _____ 2026 on a motion by

_____ and seconded by _____.

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

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.003.2026



(877) 637-3473

Quote

Quote #	QT1965201
Date	11/10/2025
Expires	12/31/2025
Sales Rep	Cool, Troy K
Shipping Method	FedEx Ground
Customer	Southwest Ranches Fire Rescue (FL)
Customer #	C201868

Bill To

Southwest Ranches Fire Rescue
13400 Griffin Rd
Southwest Ranches FL 33330
United States

Ship To

Southwest Ranches Fire Rescue
13400 Griffin Rd
Southwest Ranches FL 33330
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
271977000-1C			SP 777 E3 Connect Spreader - TOOL ONLY + CAPTIUM	1	\$15,200.00	\$15,200.00
272989000-1C			S 789 E3 Connect Cutter - TOOL ONLY + CAPTIUM	1	\$13,200.00	\$13,200.00
274987000-1C			CR 522 E3 Connect Ram TOOL ONLY + CAPTIUM	1	\$10,200.00	\$10,200.00
90-53-44_Kit			E3/EWXT 9Ah Batt, Saltwater	6	\$1,080.00	\$6,480.00
90-53-37			EWXT/E3 Charger 110-240V	3	\$590.00	\$1,770.00
541C064			R 320 Extensions Accessory Kit	1	\$1,250.00	\$1,250.00
541C059			HURST Jaws of Life Ram Claw Set	1	\$1,250.00	\$1,250.00
541C066			C-Frame Ram Support LK841509190	1	\$890.00	\$890.00
81-67-20			Chain Set (KSV 11)	1	\$1,140.00	\$1,140.00

This quote prepared by Rescue Tool Specialist Matt Blair.

Subtotal \$51,380.00

Please call or email to order: 727-338-3926 matt.blair@mesfire.com

Shipping Cost \$450.00

Price quote meets or exceeds the discount required by Lake County contract 22-730G.

Tax Total \$0.00

Contact: Matt Blair

Total \$51,830.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



January 27, 2020 Regular Meeting
QT1965201



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 2/11/2025	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: MES Service Company, LLC Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification of reassignment from Municipal Emergency Services, Inc. to MES Service Company, LLC per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: 	Signature: 
Print Name: Jamie Robinson	Print Name: Gretchen Bechtel
Title: Regional Vice President	Title: Contracting Officer II
Date: 03/26/2025	Date: 2025.03.26
E-mail: jrobinson@mesfire.com	Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.03.26 14:29:45 -04'00'
Secondary E-mail: _____	
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 2/14/2025	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached and to renew the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: 	Signature: Gretchen Bechtel, Contracting Officer II
Print Name: Jamie Robinson	Print Name: Gretchen Bechtel, Contracting Officer II
Title: Regional Vice President	Title: Contracting Officer II
Date: 2/14/2025	Date: 2025.02.14 08:47:28 -05'00'
E-mail: jrobinson@mesfire.com	
Secondary E-mail: _____	
Distribution: Original – Bid File Copy – Contractor Contracting Officer	 Digitally signed by Gretchen Bechtel, Contracting Officer II



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 9/14/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to ADD additional manufacturers and services per the attached pricing sheets.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: 	Signature: 
Print Name: <u>Jamie Robinson</u>	Print Name: <u>Gretchen Bechtel</u>
Title: <u>Regional Vice President</u>	Title: <u>Contracting Officer II</u>
Date: <u>9/18/2023</u>	Date: <u>2023.09.18</u>
E-mail: <u>jrobinson@mesfire.com</u>	E-mail: <u>rmclester@mesfire.com</u>
Secondary E-mail: _____	Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.09.18 08:42:16 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature:  Print Name: Ward Petrie Title: SVP Finance Date: 4/10/23 E-mail: wpetrie@mesfire.com Secondary E-mail:	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, Contracting Officer II Print Name: Gretchen Bechtel Title: Contracting Officer II Date: 2023.04.11 07:59:40 -04'00' Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>J. Robinson</u> Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel, CPPB</u> Print Name: _____ Title: <u>Contracting Officer II</u> Date: <u>2022.09.15 08:19:49 -04'00'</u> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
SHOP LOCATION			
2a	9843 18th Street N, Suite 150A, St. Petersburg, FL 33716		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)		per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call
The following information is required for price redetermination consideration.			
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?			0
Which does the firm use: Diesel fuel or Gasoline?			
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?			0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?			0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$265.00	Yes
	Hurst High Pressure service - per tool	\$155.00	Yes
	Hurst Low Pressure service - per tool	\$155.00	Yes
	Hurst High Pressure pump service - per pump	\$555.00	Yes
	Hurst Low Pressure pump service - per pump	\$555.00	Yes
	Hurst extension hose - flush	\$140.00	Yes
	Hurst extension hose - visual inspection	\$60.00	Yes
	Hurst cord reel - flush	\$225.00	Yes
	Hurst cord reel - visual inspection	\$75.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$125.00	Yes

<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mesfire.com		
Warehouse Location(s):		9843 18th Street N, Suite 150A, St. Petersburg, FL 33716 AZ, CA, CO, CT, FL, IL, IN, MD, MI, NC, NE, NJ, NM, NY, OH, PA, TX, VA, WA		
Contact Information For Emergency/Disaster Services (24/7)				
		Name: Jamie Robinson		
		Email: Jrobinson@mesfire.com		
		Emergency Phone: 727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
343 Fire	List		No	
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Anchor Uniform	5%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Armor Express	Per NASPO		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
BA Shields	List		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	

Collins Dynamics (Rom Corp)	22%		No	
Condor Outdoor	5%		No	
Council Tools	20%		No	
Courtland Boot Jack	List		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutymen	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
Froggy's Fog	List		No	
Flir	List		No	
FSI North America	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	

Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List		No	
Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mocean	5%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Poly-Tech America	List		No	
Port West	List		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	

R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Intellitech (Solo Rescue)	List		No	
Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Rocky Boots	5%		No	
Rothco	5%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety - SCBA, cylinders, masks	7%		No	
Scott Safety- repair parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies/BioConnect IntelliView	List		No	
Simulaid	List		No	
SM Smith	5%		No	
Smith & Warren	10%		No	
Snap Tite/All-American/Firequip	10%		No	
Solomon	5%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Southeastern Shirt Company	5%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Stratton Hat	List		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Tactsquad	5%		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Telelite	5%		No	
Tempest - VS series batteries & access.	List		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	

Tingley Rubber/Alta Industries	List	No	
TNT Tools	10%	No	
Topps	List	No	
Toxic Suppression	List	No	
True North	10%	No	
Tru-Spec	10%	No	
Turtle Plastics	List	No	
Tyco	10%	No	
UltraTec Special Effects	15%	No	
Under Armour	5%	No	
Underwater Kinetics	List	No	
Various mfgs - compressor service parts	5%	No	
Veridian - PPE	25%	No	
Veridian- gloves, hoods, accessories	10%	No	
Vetter	List	No	
VF Imagewear	5%	No	
Vizcon	List	No	
W. Alboum Hat Company	List	No	
Warson (all brands)	5%	No	
Warthog	5%	No	
Warrior Fire Equipment	List	No	
Waterous	List	No	
Weldon	25%	No	
Whelen Engineering	15%	No	
Williams Foam	List	No	
Workrite	10%	No	
Yates	5%	No	
Zephyr	List	No	
Ziamatic/Zico	List	No	
Custom motor trousers/breeches (MES)	List	No	
Sewing/embroidery/alterations (MES)	List	No	



CONTRACT NO. 22-730G
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

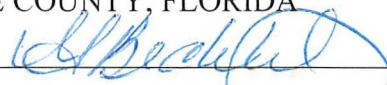
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

**SOLICITATION:** Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

ADDENDUM NO. #2**22-730**

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

**SOLICITATION:** Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bear all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,

AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Emergency Services INC
Street Address: 12 Turnberry Ln 2nd Floor
City: Sandy Hook State and ZIP Code: CT, 06482
Mailing Address (if different): 3789 62nd Avenue North
Telephone: 727-521-2135 Fax: 727-525-1819
Federal Identification Number / TIN: 651051374
DUNS Number: 048167923

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

ATTACHMENT 1 – SUBMITTAL FORM**22-730**

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

TABLE OF CONTENTS

TABLE OF CONTENTS	1
DEFINITIONS	1
INSTRUCTIONS TO VENDORS	1
PREPARATION OF PROPOSALS	2
COLLUSION.....	2
PROHIBITION AGAINST CONTINGENT FEES	2
CONTRACTING WITH COUNTY EMPLOYEES	3
INCURRED EXPENSES	3
AWARD	3
GRANT FUNDING.....	3
STATE REGISTRATION REQUIREMENTS.....	4
PRIME CONTRACTOR.....	4
SUBCONTRACTING.....	4
DISADVANTAGED BUSINESSES	4
GENERAL CONTRACT CONDITIONS.....	4
GOVERNING LAW	4
COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES.....	4
CONTRACT EXTENSION	5
MODIFICATION OF CONTRACT	5
ASSIGNMENT.....	5
NON-EXCLUSIVITY	5
OTHER AGENCIES	5
CONTINUATION OF WORK.....	5
WARRANTY	5
DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR	5
COUNTY IS TAX-EXEMPT.....	6
SHIPPING TERMS, F.O.B. DESTINATION.....	6
ACCEPTANCE OF GOODS OR SERVICES.....	6
ESTIMATED QUANTITIES	6
PURCHASE OF OTHER ITEMS	7
SAFETY	7
MATERIAL SAFETY DATA SHEET (MSDS)	7
TOBACCO PRODUCTS	7
CLEAN-UP.....	7
PROTECTION OF PROPERTY	8
CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES	8
TRUTH IN NEGOTIATION CERTIFICATE	8
COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS.....	8
RESPONSIBILITY AS EMPLOYER.....	8
MINIMUM WAGES	9
PRICE REDETERMINATIONS.....	9
INDEMNIFICATION	9
TERMINATION FOR CONVENIENCE	9

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING.....	9
TERMINATION FOR DEFAULT.....	9
FRAUD AND MISREPRESENTATION	10
RIGHT TO AUDIT	10
PROPRIETARY/CONFIDENTIAL INFORMATION.....	10
PUBLIC RECORDS LAW.....	10
COPYRIGHTS	12
SOVEREIGN IMMUNITY.....	12
COMPLIANCE WITH FEDERAL STANDARDS.....	12
E-VERIFY	12
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)	12
FORCE MAJEURE	13
NO CLAIM FOR DAMAGES	13
CERTIFICATION REGARDING SCRUTINIZED COMPANIES	13
ANTI-TRAFFICKING RELATED ACTIVITIES.....	13
NOTICES	14

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. **Vendor Qualification:** The County requires Vendors provide evidence of compliance with the requirements below upon request:
 1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. **Contents of Solicitation and Vendors' Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. **Restricted Discussions:** From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. **Withdrawal of Proposal:** A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [*Bureau of Labor Statistics site here*](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All reprocurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

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 SOLICITATION,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839,
PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF
PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800
TAVARES, FL 32778.**

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

**This page
intentionally
left blank.**



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

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

Town Council
Steve Breitkreuz, *Mayor*
Bob Hartmann, *Vice Mayor*
Jim Allbritton, *Council Member*
Gary Jablonski, *Council Member*
David S. Kuczenski, Esq., *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: Kathryn Sims, Deputy Town Administrator
DATE: 1/22/2026
SUBJECT: Resolution approving WMNS for Zero Waste Consulting 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
- E. Cultivate a Vibrant Community

Background

Through the recommendation of the Zero Waste Advisory Board, the Town Council of the Town of Southwest Ranches has authorized staff to seek Zero Waste Consulting Services to develop a Zero Waste Plan and assist in the strategic planning of zero waste initiatives within the Town.

The Town advertised Request for Proposals RFP 25-22 for a Zero Waste Consultant on September 18, 2025 and six proposals were received.

The Selection Committee, comprised of three staff members and one Southwest Ranches

resident, met on November 12, 2025, and ranked WMNS, Inc. as the top proposer.

Fiscal Impact/Analysis

Town Staff negotiated with WMNS, Inc. on terms and pricing. After negotiations, the proposal submitted by WMNS, Inc. totals \$59,840.00.

This expenditure has been included in the adopted FY 2025-2026 Town Budget from appropriated fund balance and budgeted within account 001-1000-511-34100 (other contractual services).

Staff Contact:

Russell C. Muñiz, Town Administrator
Kathryn Sims, Deputy Town Administrator
Christina Semeraro, Purchasing Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/9/2026	Resolution
Agreement with WMNS, Inc.	1/8/2026	Agreement
Selection Committee Ranking Sheet	1/8/2026	Backup Material

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WASTE MANAGEMENT NATIONAL SERVICES, INC. ("WMNS, INC.") IN THE AMOUNT OF FIFTY-NINE THOUSAND EIGHT HUNDRED AND FORTY DOLLARS AND ZERO CENTS (\$59,840.00) FOR ZERO WASTE CONSULTING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, through the recommendation of the Zero Waste Advisory Board, the Town Council of the Town of Southwest Ranches has authorized staff to seek Zero Waste Consulting Services to develop a Zero Waste Plan and assist in the strategic planning of zero waste initiatives within the Town; and

WHEREAS, the Town advertised Request for Proposals RFP 25-22 for a Zero Waste Consultant on September 18, 2025; and

WHEREAS, the Town received six (6) responses on October 9, 2025; and

WHEREAS, the Selection Committee met on November 12, 2025, and ranked WMNS, Inc. as the top proposer; and

WHEREAS, after negotiations the proposal submitted by WMNS, Inc. totals Fifty-Nine Thousand Eight Hundred and Forty Dollars and Zero Cents (\$59,840.00); and

WHEREAS, this expenditure has been included in the adopted FY 2025-2026 Town Budget from appropriated fund balance and budgeted within account 001-1000-511-34100 (other contractual services); and

WHEREAS, the Town Council believes that the agreement is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves an Agreement with Waste Management National Services, Inc. in the amount of Fifty-Nine Thousand Eight

Hundred and Forty Dollars and Zero Cents (\$59,840.00) for zero waste consulting services, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Town Administrator to execute 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 to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of January, 2026 on a motion by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.001.2026

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

Waste Management National Services, Inc.

FOR

ZERO WASTE CONSULTANT
RFP NO. 25-22

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

**AGREEMENT FOR
ZERO WASTE CONSULTANT
RFP NO. 25-22**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this _____ day of _____, 2026, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and Waste Management National Services, Inc. (hereinafter referred to as “Consultant”).

WHEREAS, the Town desires to contract for Consultant Services to provide professional services related to the Zero Waste initiatives (the “Project”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 25-22 on September 18, 2025; and

WHEREAS, six (6) proposals were received by the Town on October 15, 2025; and

WHEREAS, a Selection Committee appointed by the Town Administrator convened on November 12, 2025 and ranked the firms in accordance with the selection criteria stated in the RFP document, ranking Waste Management National Services, Inc. number one; and

WHEREAS, the Town has adopted Resolution No. 2026- _____ at a public meeting of the Town Council approving the recommended award and has selected Waste Management National Services, Inc. for award of the Project; and

WHEREAS, Consultant’s negotiated Proposal and final Scope of Work is attached to this Contract as Exhibit “B” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Consultant agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Consultant’s negotiated Proposal and Scope of Work, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Consultant’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Consultant shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Consultant shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

practices for consultant services and all applicable codes, ordinances, rules, laws and regulations governing the Work.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Consultant agree that Consultant shall perform all Work under this Contract for:

ZERO WASTE CONSULTANT (RE-ISSUE)
RFP NO. 25-22
- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Consultant shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Consultant is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Consultant to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Consultant waives any and all other claims against the Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Consultant, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The term of the contract shall commence upon full execution and continue through completion and acceptance of the deliverables set forth in Exhibit “B”, in accordance with the project timeline.

At the mutual written agreement of Town and Consultant, the contract may be extended for additional services, including potential implementation support for up to three (3) years with the option to renew it for an additional three (3) years. Reference Hourly rates provided in Exhibit “B”. Hourly rate adjustments during any renewal term shall be subject to mutual agreement and shall not exceed three percent (3%) or the Consumer Price Index (CPI), whichever is less.

Section 3: Compensation & Method of Payment

- 3.1 Consultant shall render all Work to the Town under the Contract for not to exceed amount of \$59,840.00 (fifty-nine thousand eight hundred forty dollars and zero cents) (“Contract Price”).
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1, Consultant shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Consultant in accordance with the

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.

- 3.3 The Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice. For clarification, monthly invoices shall reflect only the actual hours worked and services performed during the billing period, supported by detailed time records acceptable to the Town. Under no circumstances shall the Consultant be entitled to payment for hours not worked, nor any portion of the Contract Price not earned through verified performance.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A monthly payment invoice must be accompanied by written statement from the Consultant confirming the status of the Work completed during the billing period. Consultant's obligation to perform the Work in accordance with the Contract Documents and all approved deliverables, schedules, and standards of care shall be absolute. The Town may withhold or refuse payment if (a) the Work or any deliverable is deficient, incomplete, or requires correction, (b) the Town reasonably determines that corrective action is required due to Consultant's performance, or (c) claims, demands, or other items have been asserted against the Town in connection with Consultant's performance entitling the Town to setoff the amount due. No payment shall be made for corrective services required to remedy deficient Work, for services outside the scope of the Contract Documents, or for any additional services performed without the Town's prior written authorization.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Consultant, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Consultant shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be

TOWN OF SOUTHWEST RANCHES, FLORIDA

ZERO WASTE CONSULTANT

RFP NO. 25-22 (RE-ISSUE)

made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.

5.3 All Insurance Policies shall name and endorse the following as an additional insured:

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

5.4 All Insurance Policies shall be endorsed to provide that (a) Consultant’s insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Consultant’s insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer’s limit of liability. Self-insurance by Consultant shall not be acceptable for providing the required insurance coverages of this Contract.

5.5 If Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Consultant shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.

5.6 Consultant shall carry the following minimum types of insurance:

A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Consultant shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

B. **AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA

ZERO WASTE CONSULTANT

RFP NO. 25-22 (RE-ISSUE)

completed operations for contracts, contractual liability, , broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.

5.7 Consultant shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Consultant's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or material change in coverage. Notice shall be sent to:

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

And

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

5.9 Consultant's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

5.10 If any of Consultant's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

5.12 If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town prior to the date of their expiration, and the Town shall be an additional insured by endorsement on all of Consultant's applicable renewal policies.

5.13 **UPON EXECUTION OF THIS CONTRACT, CONSULTANT SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING**

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE CONTRACT.

- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Consultant's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Consultant warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Consultant agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Consultant agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Consultant's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Consultant.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Consultant shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible. Notwithstanding any other provisions of this Contract,

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

Consultant's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Consultant shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Consultant shall take affirmative action to ensure that applicants, subcontractors, independent consultants, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Consultant shall comply with all applicable sections of the Americans with Disabilities Act. Consultant agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Consultant, its successors, transferees, and assigns for the period during which Work is provided. Consultant further assures that all subcontractors and independent Consultants are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

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

Section 13 No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Consultant for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Consultant agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Consultant agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Consultant agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Consultant further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect

TOWN OF SOUTHWEST RANCHES, FLORIDA

ZERO WASTE CONSULTANT

RFP NO. 25-22 (RE-ISSUE)

during the term of this Contract. Consultant represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Consultant to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

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. Consultant acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the 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 Consultant 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 as part of the RFP process, Consultant shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Consultant agrees to keep and maintain public records required by the Town to perform the service in Consultant's possession or control in connection with Consultant's performance under this RFP 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. Consultant 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 Consultant does not transfer the records to the Town.

Upon completion of the Contract, Consultant agrees, at no cost to the Town, to transfer to the Town all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service. If Consultant transfers all public records to the Town upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 17: Termination

The Contract may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Consultant with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Consultant shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Consultant in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for the Town's right to terminate this Contract for convenience.
- C. Termination for Cause.** In the event of a material breach by Consultant or the Town, the non-breaching party shall provide the other party written notice of its material breach. The party in breach shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If party in breach does not cure the material breach within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include, but are not limited to, (1) Consultant's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, or failure to supply sufficient work forces, or (2) a party's (i) violation of State or Federal laws, (ii) violation of the Town's policies and procedures, or (iii) violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Consultant for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.
- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Consultant with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario.

TOWN OF SOUTHWEST RANCHES, FLORIDA

ZERO WASTE CONSULTANT

RFP NO. 25-22 (RE-ISSUE)

In the event that the Town elects to terminate Consultant for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by the Town. In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:

1. Consultant's violation of the Public Records Act;
2. Consultant's insolvency, bankruptcy or receivership;
3. Consultant's violation or non-compliance with Section 10 of this Contract;
4. Consultant's failure to maintain any Insurance required by Section 5 of this Contract; or
5. Consultant's violation of Section 18 of this Contract.

If Consultant's services are terminated, the termination will not affect any rights or remedies of the Town against Consultant, then existing, or which may thereafter accrue. Any retention or payment of moneys due Consultant by the Town will not release Consultant from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Consultant shall result in the Town's immediate termination of this Contract.

Section 19: Change Orders and Modification of Contract

The Town and Consultant may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Consultant, with the same formality and of equal dignity associated with the original execution of the Contract.

Consultant must comply with the Town's established change order process. No change in price, scope, or time will be effective unless submitted and approved in strict accordance with the Town's internal change order procedure and Florida Statutes. Per Florida Statutes § 218.755, (effective July 1, 2025) the Town is required to approve or deny conforming change order quotes within thirty (30) days of receipt. Any work performed outside of this process shall be at the Consultant's sole risk and expense.

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

Section 20: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Consultant's performance of the Work under this Contract, and Consultant shall be and remain liable to the Town for all damages to the Town caused by Consultant's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 21: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 22: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONSULTANT and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to or arising out of THIS Contract.

Section 23: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 24: Time is of the Essence

Time is of the essence for all of Consultant's obligations under this Contract.

Section 25: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 26: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 27: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 29: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Consultant's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Consultant within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Consultant and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Consultant and the Town hereby waive any rights to a trial by jury.

Section 30: 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 the Town:

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

With a copy to:

TOWN OF SOUTHWEST RANCHES, FLORIDA

ZERO WASTE CONSULTANT

RFP NO. 25-22 (RE-ISSUE)

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

If to Consultant:

Waste Management National Services, Inc.
Esi Langston
800 Capitol St.
Suite 3000
Houston, TX 77002

With a copy, which shall not constitute notice, to:

WM Legal Department
800 Capitol St.
Suite 3000
Houston, TX 77005

Section 31: Miscellaneous

A. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Consultant and all persons or entities employed or otherwise retained by Consultant are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of the Town and shall be delivered by Consultant to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Consultant shall be withheld until all documents are received by the Town as provided herein. Notwithstanding the foregoing, the Town acknowledges that the Consultant, in providing the Work, services, and deliverables under this Agreement, may incorporate templates, techniques, recommendations and protocols which are collectively pre-existing Consultant knowledge, and that Consultant reserves the right to utilize the same (including modifications thereof) in third party projects or otherwise in Consultant's ordinary course of business currently or in the future.

B. Independent Consultant. Consultant is an independent contractor of the Town under this Contract. Services provided by Consultant pursuant to this Contract shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Consultant. This Contract shall not constitute or make the Town and Consultant a partnership or joint venture.

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

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

In the event Consultant is permitted to utilize subcontractors to perform any services required by this Contract, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

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

E. Materiality and Waiver of Breach. The Town and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

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

G. Drug-Free Workplace. Consultant shall maintain a drug-free workplace.

H. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA

ZERO WASTE CONSULTANT

RFP NO. 25-22 (RE-ISSUE)

- I. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- J. Truth-in-Negotiation Certificate.** Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
- K. Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's EVerify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- L. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
- M. Ethics Compliance.** Consultant shall comply with all applicable provisions of Chapter 112, Florida Statutes (Code of Ethics for Public Officers and Employees), as amended from

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

time to time. Consultant acknowledges and agrees that compliance with these provisions is a material requirement of this Agreement. Any violation of Chapter 112 may be grounds for termination of this Agreement and may subject the Consultant to such penalties as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

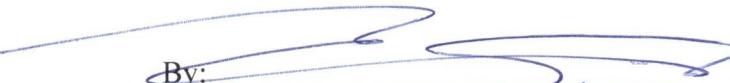
TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: Waste Management National Services, 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 _____ 2026.

WITNESSES:

*Christine Kile
Martin Muñiz*

CONSULTANT:

By: 
ERIC DIXON
Title: VICE PRESIDENT

6 day of JANUARY 2026

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

____ day of _____, 2026

By: _____
Russell Muñiz, Town Administrator

____ day of _____, 2026

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.002.2026

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

Exhibit “B”

Final SOW

Work Plan: Phase I

Our WM Advisory Services team equips local governments with unique expertise and tools to design and drive impactful environmental programs. We support the creation of materials management and sustainability strategies, policy development, communications and reporting, data analysis, and stakeholder engagement which can be integrated with your existing WM services.

Achieving zero waste is an ambitious and commendable goal. It also depends heavily on individual behaviors and choices, which are ultimately beyond a municipality's direct control. That said, local governments play a vital leadership role in moving communities toward zero waste. Through thoughtful policies, investments in infrastructure, community engagement, and support for innovation, municipalities can shape the systems and culture that make significant progress possible. If engaged, the Advisory Services team will coordinate with the Town to review the community's zero waste goals and collaborate on a comprehensive, tailored Zero Waste Plan based on the community's priorities.

Please note that the timelines listed below are estimates based on the Town's ability to respond in a timely fashion to requests for data and support (e.g., furnishing commercial solid waste/recycling data, etc). Project phases build on one another; therefore, a delay in one phase can impact the delivery of subsequent phases of work. All deliverables outlined below are priced to include one round of revisions.

Task 1: Discovery and Current State Analysis (Weeks 1-4)

The project will begin with a detailed review of the Town's current waste generation, diversion, and disposal practices across all land use types. This includes:

- Review of WM and third-party data (e.g., non-WM commercial solid waste/recycling data) limited to available tonnages and material categories, and waste diversion by land use type, with analysis dependent on the completeness of information provided.
- Conducting a high-level review of existing solid waste contracts current Town materials, and any relevant policies or strategic plans (including the SWA Master Plan).
- Targeted stakeholder discussions with key Town staff and representatives from major waste generating sectors, and the Town's Zero Waste Advisory Board (Advisory Board).
- Basic peer scan of up to 2 comparable communities to identify generally applicable practices.
- High-level identification of any apparent gaps or operation constraints affecting current waste handling and diversion efforts, policy and program limitations/gaps, inefficiencies, public engagement opportunities, and infrastructure needs.
- A visual waste assessment with volumetric estimates of the Town's baseline waste composition.
 - The assessment will include evaluation of a sample of the Town's Municipal Solid Waste (MSW) stream.
 - An auditor will open bags and remove the contents from a representative sample of residential MSW collected from one collection vehicle on a representative collection day.
 - The sample will be photographed and visually categorized by potential diversion type by volume.

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

- This exercise will provide directional information on types/amounts of divertible materials present in the waste stream.

Analytical Methods:

- Use material flow analysis and waste composition data to establish baseline performance.
- Calculate current diversion rates, per capita generation, estimated diversion potential, and sector specific waste profiles.

Deliverable: Summary report of current state and comparative analysis of peer communities

Price for Task 1: \$15,109 Hours: 146

Task 2: Zero Waste Initiative Development (Weeks 4-9)

Using findings from Task 1, we will identify and assess up to five zero waste initiatives that would be expected to meaningfully reduce the Town's MSW tonnage. This includes:

Evaluating program enhancements and recommending new management strategies (e.g., organics diversion, reuse centers, etc.).

Profiling each initiative's expected benefits, potential estimated costs, and a high-level implementation plan.

Recommending associated outreach strategies and engagement campaigns.

Analytical Methods:

Use a decision matrix to prioritize initiatives based on feasibility, cost-effectiveness, environmental benefit, and community impact.

Apply lifecycle thinking and EPA's Waste Management Hierarchy to support initiative selection.

Deliverable: Summary report with initiative profiles

Price for Task 2: \$8,055 Hours: 85.5

Task 3: Community Engagement (Weeks 6-12)

We believe that meaningful community engagement is essential to the success of any zero waste initiative. Our approach centers on inclusivity, accessibility, and transparency, ensuring that all community members—especially those from historically underrepresented groups—have the opportunity to shape the Town's future waste and sustainability policies. Activities include: Designing a stakeholder outreach and education strategy, including resident activations (e.g., recycling education campaigns and/or contests).

Hosting 2 public meetings with interactive facilitation to include community stakeholders, Town Council, and the Zero Waste Advisory Board.

Public Meeting #1: Community Priorities Workshop

Purpose: Introduce the project to the community, share findings to date, and ascertain community priorities.

Format: 1-hour workshop including:

Short presentation on the Town's current waste system and key challenges

Interactive stations where residents respond to prompts:

“What matters most to you?” (e.g., lowering costs, reducing litter, improving recycling convenience)

“What waste issues do you see in your neighborhood?”

“What barriers prevent you from recycling/composting/disposing properly?”

Real-time polling (sticky dot voting)

TOWN OF SOUTHWEST RANCHES, FLORIDA

ZERO WASTE CONSULTANT

RFP NO. 25-22 (RE-ISSUE)

Collection of qualitative feedback (what frustrates residents about waste services, what they're willing to change, what they're not)

Outcome: A ranked list of community priorities + perceived barriers + resident-identified opportunities.

Public Meeting #2: Tradeoffs and Feedback on Potential Strategies

Purpose: Present potential strategy paths and gather input on feasibility, community acceptance, and tradeoffs.

Format: 1-hour workshop including:

Presentation of draft Zero Waste Initiatives, not final policies (e.g., "bulk waste options," "recycling education options," "food waste strategy options," etc.)

Pros/cons and cost considerations

Residents provide input on:

Strategies that feel most realistic/feasible

Mechanisms that would most encourage participation

Concerns related to presented options

Feedback boards where residents mark:

"Support / Concern / Need More Information"

Identification of equity considerations (who benefits, who is burdened)

Output: A refined understanding of community-supported strategies, concerns, and potential barriers to implementation.

Design and develop a community-wide survey in collaboration with the Town; contractor to create the survey and provide a distribution link for Town use.

Analysis of the community-wide survey results.

One virtual presentation of engagement results to Town staff and Zero Waste Advisory Board. Synthesizing community input into actionable insights, policy recommendations, and potential program approaches.

Deliverables: Community Engagement Plan and Summary Report presented virtually to staff and Zero Waste Advisory Board

Price for Task 3: \$16,390 Hours: 146

Task 4: Policy Exploration and Funding Scan (Weeks 6-12)

We will identify potential policy tools and funding mechanisms that may support implementation of the Town's future Zero Waste Plan, incorporating preliminary community and stakeholder feedback gathered to date. This includes summarizing relevant policy models used in peer communities and conducting a scan of available grants.

Deliverables: Policy Summary Report

Price for Task 4: \$4,086 Hours: 44

Task 5: Zero Waste Plan Development (Weeks 12-24)

Following the completion of all preceding tasks, we will develop a comprehensive Zero Waste Implementation Plan that synthesizes findings, community input, and strategic recommendations into a clear, actionable roadmap. The plan will be designed to support short-, medium-, and long-term progress toward a zero waste future and include measurable goals, timelines, policy recommendations, and funding pathways (as available/outlined in Task 4).

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

We will ensure that the Plan is accessible to both technical and non-technical audiences and includes actionable guidance for implementation across Town departments and the broader community. We will provide one presentation of the final plan at a mutually agreeable time to Town staff, elected officials, and the Zero Waste Advisory Board.

Key elements of the plan will include:

Defined goals and key performance indicators (KPIs) for short-, medium-, and long-term actions
Timeline for the implementation of identified initiatives, responsible parties and partners, and budget considerations.

Deliverables: Draft Zero Waste Plan (for Town review and comment); Final Zero Waste Plan; Combined presentation to staff, Council, and Zero Waste Advisory Board

Price for Task 5: \$16,200 Hours: 156

TOTAL PRICE FOR PHASE 1: \$59,840

Phase II

In the event Phase II is activated by the Town, the below Hourly rates will apply:

2) Provide an hourly rate for additional as-needed consultant services not included in Phase I.

A breakdown of fully-burdened hourly costs for additional support services not outlined in Phase I is detailed below. Please note that the below rates do not include travel costs.

Title	Function	Hourly Rate
Analyst	Administrative, research, data analysis/synthesis, QA/QC, other support tasks as needed	\$110.00
Associate	Client point of contact. Prepares reports, delivers presentations, facilitates meetings, responds to client requests, maintains project momentum	\$130.00
Manager	Provides strategic thought partnership and guidance. Completes final deliverable reviews	\$160.00



**RFP No. 25-22 Zero Waste Consultant - Reissue
Selection Committee - Proposer Ranking Summary
November 12, 2025**

The Selection Committee recommends negotiation of an agreement in the following shortlisted order until a successful agreement is reached and presented to Town Council for final approval:

	SCM#1	SCM#2	SCM#3	SCM#4	Totals	Rank	
Abbe & Associates, LLC dba Zero Waste Associates	2	2	4	1	9	2	Shortlisted
The Balmoral Group	6	5	6	5	22	5	
Clearesearch Consulting Inc. dba CLEAResult Energetics LLC	4	4	1	2	11	3	Shortlisted
Diversion Designers, LLC	3	3	3	4	13	4	
Raftelis Financial Consultants, Inc.	5	6	5	6	22	5	
Waste Management National Services, Inc.	1	1	2	3	7	1	Shortlisted

The Selection Committee applied ordinal ranking with tie handling. Two firms received identical scores and were both ranked 5th. In accordance with standard practice, no 6th place was assigned. This method ensures consistency and fairness in evaluating cumulative rankings across multiple evaluators. The top three ranked proposers were shortlisted, consistent with the Town's stated intent.

Facilitator Name: Christina Semeraro *CS*
Facilitator Title: Procurement Officer

11/12/25
Date



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., 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: Kathryn Sims, Deputy Town Administrator
DATE: 1/22/2026
SUBJECT: First Amendment to the Franchise Agreement with Waste Management, Inc. of Florida for Billing Responsibility for Additional Solid Waste Carts

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

On July 28, 2022, pursuant to Resolution No. 2022-067, the Town Council approved an Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services between the Town of Southwest Ranches and Waste Management Inc. of Florida (WM).

The Town desires to amend the agreement to modify the billing and collection responsibility for additional Solid Waste Carts provided to Residential Service Units previously of the Town, to the responsibility of the contractor.

An amendment to the Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services is mutually agreed upon by both parties as generally stated in Exhibit

“A” attached hereto.

Fiscal Impact/Analysis

No fiscal impact to the Town.

Staff Contact:

Kathryn Sims, Deputy Town Administrator
Russell C. Muñiz, Town Administrator
Emil Lopez, Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/15/2026	Resolution
Exhibit A - Agreement	1/15/2026	Agreement

RESOLUTION NO. 2026-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA TO ALLOW FOR THE MODIFICATION OF BILLING RESPONSIBILITY FOR ADDITIONAL SOLID WASTE CARTS PROVIDED TO RESIDENTIAL SERVICE UNITS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 28, 2022, pursuant to Resolution No. 2022-067, the Town Council approved an Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services between the Town of Southwest Ranches and Waste Management Inc. of Florida (WM); and

WHEREAS, the Town desires to amend the the billing responsibility for additional Solid Waste Carts provided to Residential Service Units; and

WHEREAS, an amendment to the Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services is mutually agreed upon by both parties as generally stated in Exhibit "A" attached hereto; and

WHEREAS, the Town Council believes that the First Amendment to the Agreement is in the best interest of the health, safety, and welfare of its residents.

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 the First Amendment to the Agreement with Waste Management, Inc. of Florida as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the First Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make any and all non-material changes necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of 2026 on a motion by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.005

FIRST AMENDMENT TO THE FRANCHISE AGREEMENT
Between the Town of Southwest Ranches and Waste Management Inc. of Florida for
Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services

This First Amendment to the Franchise Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services is entered into this ____ day of _____, 2026, by and between the Town of Southwest Ranches (“Town”) and Waste Management Inc. of Florida (“Contractor”), collectively referred to as the “Parties.”

Whereas, the purpose of this First Amendment is to amend the existing Franchise Agreement between the Town and the Contractor to modify the billing responsibility for additional Solid Waste Carts provided to Residential Service Units; and

Whereas, on July 28, 2022, pursuant to Resolution No. 2022-067, the Town Council approved an Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services between the Town of Southwest Ranches and Waste Management Inc. of Florida; and

Whereas, this First Amendment to the Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services is mutually agreed upon by both parties.

NOW, THEREFORE, the parties hereto agree that the Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 3 “General Description of Contractor’s Services” shall be amended as follows:

SECTION 3. GENERAL DESCRIPTION OF CONTRACTOR’S SERVICES

E. Responsibility for Billing. The Town shall be responsible for the billing and collection of payments for Residential Collection Service. ~~including However, billing and collection of payment for Residential Customers requesting and receiving an Additional Solid Waste Cart~~ shall be the responsibility of the Contractor. Any resident desiring an Additional Solid Waste Cart shall be charged a flat fee, as determined necessary by the Town. ~~which shall not be prorated~~ Residential Customers shall remit payment prior to receiving an Additional Solid Waste Cart, and prior to services being rendered. Failure by a Residential Customer to remit payment for an additional calendar year shall result in the immediate removal of the Additional Solid Waste Cart by Contractor. The Contractor shall be responsible for the billing and collection of payments for Excess Bulk Waste and all other Special Collection Services requested and provided to Residential Service Units as outlined in Section 5.D of this Agreement, and all Commercial Collection Service.

3. Section 6 “Residential Collection Containers” shall be amended as follows:

SECTION 6. RESIDENTIAL COLLECTION CONTAINERS

- A. Purchase and Distribution of Solid Waste Carts

(4) Upon request by a Residential Service Unit, Contractor shall provide more than one (1) Solid Waste Cart to accommodate extra materials. The Town Contractor shall charge Residential Service Unit for each extra Solid Waste Cart in accordance with Exhibit 1. Contractor shall provide additional Solid Waste Carts within five (5) Work Days of request by a Residential Service Unit or the Town. Contractor shall record all extra Solid Waste Carts delivered to Residential Service Units in the asset management database and report them monthly to the Administrator. In the event that a Residential Service Unit desires the Collection of the extra Solid Waste Cart(s), the Town Contractor shall issue an annual invoice for the Collection that shall be paid by the Residential Service Unit in accordance with the Rate schedule provided in Exhibit 1. ~~The payment from Town to Contractor for such extra Solid Waste Cart(s) shall be prorated based upon the 1st day of the month that Collection of the additional Cart(s) commences, and it shall be based upon fiscal year.~~ The Town Contractor shall send all renewal invoices to Residential Service Units by September 1st of each year.

(6) On or after January 22, 2026, Contractor shall swap out all existing additional Solid Waste Carts with a new color differentiated Solid Waste Cart in order to keep track of the additional Solid Waste Carts. Contractor shall assume full responsibility for billing and collecting payments for additional Solid Waste Carts provided to Residential Service Units after the date of this Amendment. Contractor agrees to remit franchise fees to the Town in the amount of ten percent (10%) of all amounts collected by Contractor for additional Solid Waste Carts after the date of this Amendment within thirty (30) calendar days from the receipt of same. Contractor is authorized to take all necessary steps to collect payment for the additional carts including removal of additional carts for non-payment.

4. Section 12 “Residential Rates and Billing” shall be amended as follows:

SECTION 12. RESIDENTIAL RATES AND BILLING

- A. Customer Billing.

The Town “Contractor” Town shall be responsible for the billing and collection of payments for Residential Collection Service. However, including billing and collection of payment for Residential Customers requesting and receiving an Additional Solid Waste Cart shall be the responsibility of the Contractor. Upon execution of this Amendment the Town shall be responsible to (i) provide the Contractor with the most current list of Residential Service Unit addresses that have been issued additional Solid Waste Carts; (ii) include the number of additional carts assigned to each address; (iii) identify any Residential Service Units that have not paid for additional carts under the prior billing

arrangement; and (iv) inform any Residential Service Units that seek to obtain an additional Solid Waste Carts in the future to contact the Contractor directly. Annually, Contractor shall maintain a list of all Residential Service Units provided an additional cart and updated payment status. Any resident desiring an Additional Solid Waste Cart shall be charged a flat fee, as determined necessary by the Town, ~~which shall not be prorated~~. Residential Customers shall remit payment prior to receiving an Additional Solid Waste Cart, and prior to services being rendered. Failure by a Residential Customer to remit payment for an additional calendar year shall result in the immediate removal of the Additional Solid Waste Cart by Contractor. The Contractor shall be responsible for directly billing Residential Service Units for providing Excess Bulk Waste and all other Special Collection Services as specified in Section 5.D of this Agreement.

K. Residential Franchise Fees

Contractor agrees to remit franchise fees to the Town in the amount of ten percent (10%) of all amounts collected by Contractor for additional Solid Waste Carts after the date of this Amendment within thirty (30) calendar days from the receipt of same. Contractor is authorized to take all necessary steps to collect payment for the additional carts including expeditious removal of additional carts for non-payment.

5. All other terms and conditions not modified herein shall remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, this First Amendment is accepted and executed as of this _____ day of _____, 2026.

TOWN OF SOUTHWEST RANCHES

Steve Breitkreuz, Mayor

Russell Muñiz, Town Administrator

Attest:

Debra Ruesga, Town Clerk

Approved as to form and correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.2026. 010

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Name: David M. Myhan

Title: President

Date:



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

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

Town Council
Steve Breitkreuz, *Mayor*
Bob Hartmann, *Vice Mayor*
Jim Allbritton, *Council Member*
Gary Jablonski, *Council Member*
David S. Kuczenski, Esq., *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: Kathryn Sims, Deputy Town Administrator
DATE: 1/22/2026

SUBJECT: Resolution approving an Agreement with the Broward County Tax Collector for the Uniform Collection of Non-Ad Valorem Special Assessments

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Historically and through 2025, the Broward County Department of Finance and Administrative Services served as the tax collector for Broward County under Article IV of the Broward County Charter. An amendment to the Florida Constitution was approved by the state's electorate to require that all designated Constitutional Officers, including Tax Collectors, to be elected officials and so the Honorable Abbey Ajayi was elected as the Broward County Tax Collector during the November 2024 general election.

Broward County's legal authority or obligation to provide for the collection and remittance of the Town's non-ad valorem assessments has terminated by virtue of the election of the County Tax Collector, which now requires the Town to enter into an agreement with the County Tax Collector for the uniform collection of its non-ad valorem special assessments.

Through the agreement, the County Tax Collector shall be reimbursed by the Town of the actual costs of collection of the non-ad valorem assessment, for necessary administrative costs, for any separate tax bill (not the tax notice) necessitated by any inability of the Tax Collector to merge the Town's non-ad valorem special assessment roll pursuant to Section 19.3632 of the Florida Statutes and Rule 12D-18.004(2) of the Florida Administrative Code.

Fiscal Impact/Analysis

No fiscal impact to the Town. The year-over-year estimated collections cost is added to the non-ad valorem assessment rates.

Staff Contact:

Russell C. Muñiz, Town Administrator
Kathryn Sims, Deputy Town Administrator
Emil Lopez, Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/15/2026	Resolution
Exhibit A - Agreement	1/15/2026	Agreement

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH THE BROWARD COUNTY TAX COLLECTOR FOR THE UNIFORM COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, historically and through 2025, the Broward County Department of Finance and Administrative Services served as the tax collector for Broward County under Article IV of the Broward County Charter; and

WHEREAS, an amendment to the Florida Constitution was approved by the state's electorate to require that all designated Constitutional Officers, including Tax Collectors, to be elected officials; and

WHEREAS, during the November 2024 general election, the electors of Broward County elected the Honorable Abey Ajayi as the Broward County Tax Collector, and she was thereafter sworn into office on January 7, 2025; and

WHEREAS, Broward County's legal authority or obligation to provide for the collection and remittance of the Town's non-ad-valorem assessments has terminated by virtue of the election of the County Tax Collector, which now requires the Town to enter into an agreement with the County Tax Collector for the uniform collection of its non-ad-valorem special assessments; and

WHEREAS, through the agreement the County Tax Collector shall be reimbursed by the Town of the actual costs of collection of the non-ad valorem assessment, for necessary administrative costs, for any separate tax bill (not the tax notice) necessitated by any inability of the Tax Collector to merge the Town's non-ad valorem special assessment roll pursuant to Section 19.3632 of the Florida Statutes and Rule 12D-18.004(2) of the Florida Administrative Code; and

WHEREAS, the Broward County Tax Collector shall take all actions legally required to collect the Town's non-ad valorem assessments pursuant to Chapter 197 of the Florida Statutes; and

WHEREAS, the Town Council believes that adopting the agreement is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE

TOWN OF SOUTHWEST RANCHES, FLORIDA:

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

Section 2. The Town Council hereby approves an Agreement with the Broward County Tax Collector for the uniform collection of non-ad valorem special assessments in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Town Administrator to execute 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 to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of January, 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.006

AGREEMENT FOR UNIFORM COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the _____ ("City"), whose address is _____ and the Honorable Abbey Ajayi, the state-constitution Tax Collector in and for the Broward County political subdivision, whose address is 115 S. Andrews Avenue, A100, Fort Lauderdale, Florida 33301 ("Tax Collector").

SECTION I **Purpose**

1. The City is authorized to impose and to levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology form of collection of, non-ad valorem assessments for certain projects or improvements ("Assessments"), by Chapter 76-441, as amended, Laws of Florida, Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and rules adopted by the City, and other applicable provision of law.

2. The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall, pursuant to Section 197.3632, Florida Statutes, collect and enforce those certain non-ad valorem special assessments imposed and levied by City.

3. City acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem assessments, including the City's "Assessments," and that it is the sole responsibility and duty of the City to follow

all procedural and substantive requirements for the imposition and levy of constitutionally lienable non-ad valorem assessments, including the Assessments.

SECTION II

Term

The term of this Agreement shall commence upon execution, effective for 2025, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the City shall inform the Tax Collector, as well as Property Appraiser and the Department of Revenue, by January 10th of that calendar year, that the City intends to discontinue to use the uniform methodology for such Assessments using form DR-412 promulgated by the Florida Department of Revenue.

SECTION III

Duties and Responsibilities of City

The City shall:

1. Reimburse the Tax Collector for the actual costs of collection of the non-ad valorem assessments, which reimbursement amount will not exceed two (2) percent of the amount of the Assessments collected and remitted pursuant to Section 197.3632(8)(c), Florida Statutes;
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessments by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

3. Pay for or alternatively reimburse the Tax Collector for any separate tax bill (not the tax notice) necessitated by any subsequent inability of the Tax Collector to merge the non-ad valorem special assessment roll as certified pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2) Florida Administrative Code.

4. Upon being billed timely, pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida statutes, and Rule 12D-18.004(2), Florida Administrative Code.

5. Timely certify the applicable non-ad valorem assessment roll to the Tax Collector in accordance with the requirements of Section 197.3632(10), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

SECTION IV **Duties of the Tax Collector**

1. The Tax Collector shall take all actions legally required to collect the Assessments pursuant in accordance with Chapter 197, Florida Statutes.

2. The Tax Collector agrees to cooperate with the City in implementation of the uniform methodology for collecting Assessments pursuant to and as limited by Sections 197.3632 and 197.3635, Florida Statutes.

3. If the Tax Collector discovers errors or omissions on such roll, Tax Collector may request that the City file a corrected roll or a correction of the amount of any assessment. The City shall bear the cost of any such error or omission.

4. Tax Collector hereby agrees to accept Intent Resolution No. _____ attached hereto and incorporated as part of this agreement as Exhibit A, as required by Section 197.3632(3)(a), Florida Statutes.

SECTION VI **Miscellaneous**

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, except in writing and signed by the parties hereto.

2. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

3. This Agreement shall be governed by the laws of the State of Florida.

4. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute but one and the same instrument.

5. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. As to Tax Collector: Hon. Abbey Ajayi
Broward County Tax Collector
115 S. Andrews Avenue, A100
Fort Lauderdale, FL 33301

With a copy to: Timothy R. Qualls, Esq.
Young Qualls, P.A.
Post Office Drawer 1833
Tallahassee, FL 32302-1833

b. As to City: Mayor _____
City of _____

With a copy to: _____, City Clerk
City of _____

6. To the extent of any legal action which may be filed in local, state or federal courts or before an administrative agency against either party regarding the imposition, levy, roll preparation and certification of the Assessments, each party agrees to be fully responsible for such claim, liability or damage arising from its own acts or omissions within the course and scope of this own authority or actions within the scope of this Agreement. Nothing herein shall serve or be interpreted as a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, as may be applicable to or limit liability on behalf of the other party. The parties further agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

7. Each Party hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect to any litigation based herein, or arising out of, under, or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either Party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

BROWARD COUNTY TAX COLLECTOR

Signature

Abbey Ajayi, Tax Collector

Printed Name

Date

ATTEST:

TOWN OF SOUTHWEST RANCHES

Signature

Steve Breitkreuz, Mayor

Printed Name

Date



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., 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: December Lauretano-Haines, PRF Director
DATE: 1/22/2026
SUBJECT: Agreement with Isabel McNulty for Agricultural Liaison Services

Recommendation

Town Council consideration to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

Residents have expressed a need for personnel to act as liaison with the Broward County Property Appraiser to assist residents in achieving agricultural classification for tax purposes and to connect agricultural properties with education, programs, and initiatives to support agriculture within Southwest Ranches.

In the approved Fiscal Year 2025-2026 budget, a program modification was created to provide funding for a part time staff to serve in this capacity. The position is proposed to be filled via an agreement with an independent contractor to provide support for agricultural properties within the community.

Fiscal Impact/Analysis

The FY2025-2026 Budget includes funding in the amount of \$26,000 annually within account #001-3600-572-13100 (Personnel Expenses – PT Salaries).

Staff Contact:

December Lauretano-Haines, PRF Director
Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/15/2026	Resolution
Agreement	1/15/2026	Agreement

RESOLUTION NO. 2026 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ISABEL MCNULTY FOR AGRICULTURAL LIAISON SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a desire for the Town to hire personnel to act as liaison with the Broward County Property Appraiser to assist residents in achieving agricultural classification for tax purposes and to connect agricultural properties with education, programs, and initiatives to support agriculture within Southwest Ranches; and

WHEREAS, on September 25, 2025, pursuant to Ordinance No. 2025-011, the Town of Southwest Ranches budget for Fiscal Year 2025-2026 was approved and adopted; and

WHEREAS, the adopted budget for Fiscal Year 2025-2026 provides funding within account no. 001-3600-572-13100 (Personnel Expenses – PT Salaries) for the Town to create an Agricultural Liaison position; and

WHEREAS, Isabel McNulty and the TOWN desire to enter into an Agreement for the provision of Agricultural Liaison Services under the terms and conditions set forth hereinafter.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Isabel McNulty for Agricultural Liaison Services.

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

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

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

This ____ day of ___, 2026 on a motion by _____, seconded by

_____.

Breitkreuz	_____
Jablonski	_____
Allbritton	_____
Hartmann	_____
Kuczenski	_____

Ayes	_____
Nays	_____
Absent	_____
Abstaining	_____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.008

AGREEMENT
BETWEEN
ISABEL MCNULTY
And
TOWN OF SOUTHWEST RANCHES
Providing for
AGRICULTURAL LIAISON SERVICES

This Agreement is made by and between ISABEL MCNULTY (hereinafter referred to as "RESPONDENT"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, there is a desire for the Town to contract with a liaison to assist residents with agricultural issues and to connect agricultural property owners with education, programs, and initiatives to support farming within the Town of Southwest Ranches; and

WHEREAS, on September 25, 2025, pursuant to Ordinance No. 2025-011, the Town approved the budget for Fiscal Year 2025-2026; and

WHEREAS, the adopted budget for Fiscal Year 2025-2026 provided for the Town to create an Agricultural Liaison position; and

WHEREAS, the Town desires to enter into a contract with RESPONDENT to serve as the Town's agricultural liaison under the terms and conditions set forth hereinafter;

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

ARTICLE I
BACKGROUND, PURPOSE AND INTENT

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

- 1.2 It is the purpose and intent of this Agreement for RESPONDENT to provide Agricultural Liaison Services for the TOWN
- 1.3 The TOWN and RESPONDENT find that the method of delivery of Agricultural Liaison Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 RESPONDENT agrees to provide Agricultural Liaison Services pursuant to Exhibit "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").
- 2.2 TOWN hereby appoints RESPONDENT for Agricultural Liaison Services and authorizes RESPONDENT to perform the required duties, as requested by the TOWN, and as indicated in Exhibit "A" attached hereto and made a part thereof.
- 2.3 RESPONDENT shall provide Agricultural Liaison Services to the TOWN for a maximum total of twenty (20) hours per week. Any additional hours are required to be approved in writing by the Town Administrator prior to the work being performed.
- 2.4 RESPONDENT shall be available upon request for staff support services and shall be available to attend meetings of the Town Council or its boards as directed by the Town Administrator.
- 2.5 RESPONDENT shall dress in a professional manner or in attire appropriate for work in various environments including in the office and occasionally outdoors with potential exposure to varying temperatures, inclement weather, and/or other adverse conditions according to the standards required for the position. RESPONDENT's work attire shall be paid for by RESPONDENT, and in accordance with the TOWN's dress code.
- 2.6 RESPONDENT shall be available to work no more than 20 hours per week during the Town's standard operating hours. The Town shall work with RESPONDENT to define the exact working hours and the location of such services, which shall be documented in writing by RESPONDENT, in a form and format approved by the Town, prior to payment being made. RESPONDENT shall ensure reliable communication via phone, email, and video conferencing during these hours and shall be available for virtual and in-person meetings as requested by the Town.

ARTICLE 4 COMPENSATION

- 4.1 RESPONDENT shall provide Agricultural Liaison Services, as described in Exhibit "A", to the TOWN at a rate of \$25.00 per hour, for an Annual Fee not to exceed a total of Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) per calendar year. RESPONDENT is serving as an independent contractor under a 1099 employment. As a result, RESPONDENT shall not be entitled to any benefits offered to TOWN employees, including but not limited to healthcare and retirement benefits. In addition, the TOWN is expressly capping its utilization of RESPONDENT at twenty (20) hours per week. Unless RESPONDENT receives a signed document by the Town Administrator extending such hours, RESPONDENT shall only be compensated for twenty (20) hours of weekly service.
- 4.2 All other terms and conditions not modified herein shall remain in accordance with the Town's internal payment processing guidelines.
- 4.3 RESPONDENT shall submit itemized invoices reflecting hours worked, what work was performed, and the location of such work. Payment shall be made in 12 monthly installments in accordance with the Town's standard payment procedures. As previously stated, any work performed beyond the annual cap of \$26,000.00 shall require prior written approval from the Town Administrator and may be subject to Council approval.
- 4.4 Payment may be withheld for failure of RESPONDENT to comply, in whole or in part, with any term, condition, or requirement of this Agreement.
- 4.5 Any monies which are the subject of a dispute regarding this Agreement, and which are not paid when claimed to be due, shall not be subject to interest.
- 4.6 TOWN and RESPONDENT agree that the cost of miscellaneous supplies associated with the operational and procedural requirements of performing Agricultural Liaison Services for the TOWN shall be included in RESPONDENT's compensation and shall not be billed separately to the TOWN. Such items include, but are not limited to, vehicle(s), clothing, general office supplies, computer equipment, cellular phone service, and the like.

ARTICLE 5 INDEMNIFICATION, LIABILITY & INSURANCE

- 5.1 To the fullest extent permitted by law RESPONDENT shall indemnify, and hold harmless the TOWN and the TOWN'S officers, agents, and employees from

liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of RESPONDENT and persons employed or utilized by RESPONDENT in the performance of the Work pursuant to this Agreement. TOWN and RESPONDENT agree that 1% of the compensation due to RESPONDENT from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for RESPONDENT's agreement to indemnify TOWN and TOWN'S officers and employees as provided for in this paragraph. This specific consideration for RESPONDENT's agreement to indemnify is already incorporated in the rate agreed to between TOWN and RESPONDENT. RESPONDENT agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

- 5.2 Without limiting any of the other obligations or liabilities of RESPONDENT, RESPONDENT shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by RESPONDENT for the Work provided by RESPONDENT pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by RESPONDENT's employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by RESPONDENT are as follows:
- 5.3 Workers' Compensation Insurance, if required, to apply to employees in compliance with the "Workers' Compensation Law" of the State of Florida; and
- 5.4 Comprehensive General Liability Insurance: RESPONDENT to provide comprehensive general liability insurance with minimum limit of coverage of Two Hundred and Fifty Thousand Dollars (\$250,000) Dollars per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:
 - (a) Premises and/or Operations;

- (b) Independent Contractors;
- (c) Broad Form Property;
- (d) Contractual;
- (e) Personal injury; and
- (f) Products/Completed; and
- (g) Errors and Omissions.

- 5.5 Automobile Liability Insurance, RESPONDENT to provide automobile liability insurance to cover any auto with a limit of coverage of at least Two Hundred and Fifty Thousand (\$250,000) Dollars per occurrence.
- 5.6 RESPONDENT shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days' notice prior to expiration or cancellation of said policy.
- 5.7 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 6 RELATIONSHIP

- 6.1 RESPONDENT shall perform all Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. RESPONDENT shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by RESPONDENT.
- 6.2 Neither RESPONDENT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 7 AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of RESPONDENT that are related to this Agreement. RESPONDENT shall keep such books, records, and accounts as may

be necessary in order to record complete and correct entries related to this Agreement. RESPONDENT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to RESPONDENT's records, RESPONDENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by RESPONDENT. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

ARTICLE 8 REPORTS

- 8.1 Each week, RESPONDENT shall provide the Parks, Recreation, and Forestry (PRF) Director with a report delineating the prior week's activity. Said report shall be provided through an electronic medium, in a form and format acceptable by the PRF Director.

ARTICLE 9 SUBCONTRACTING

- 9.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by RESPONDENT. No work shall be subcontracted to other parties, firms, or individuals by RESPONDENT.

ARTICLE 10
OWNERSHIP RIGHTS

10.1 RESPONDENT agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by RESPONDENT pursuant to this Agreement shall be the property of TOWN, and RESPONDENT hereby assigns all of that Documentation to TOWN.

ARTICLE 11
NONDISCRIMINATION

11.1 RESPONDENT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. RESPONDENT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, RESPONDENT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

11.2 RESPONDENT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

ARTICLE 12
ENTIRE AGREEMENT

12.1 This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

ARTICLE 13
CONSTRUCTION

13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

ARTICLE 14
FURTHER ASSURANCES

14.1 TOWN and RESPONDENT agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15
COUNTERPARTS

15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

ARTICLE 16
NO AMENDMENT OR WAIVER

16.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.

ARTICLE 17
SEVERABILITY

17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18
PROFESSIONAL ASSURANCES

18.1 RESPONDENT shall perform all services under this Agreement in accordance with the highest standard of care and shall exercise a reasonable degree of skill and care.

ARTICLE 19
NOTICE

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

For TOWN:

Town of Southwest Ranches
Russell Muñiz, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, LLP
200 S. Andrews Avenue
Suite 601
Ft. Lauderdale, FL 33301

For RESPONDENT:

Isabel C. McNulty
4654 Olympia Court
Coconut Creek, FL 33073

ARTICLE 20
RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to RESPONDENT within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21
APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

- 21.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

**BY ENTERING INTO THIS AGREEMENT, RESPONDENT AND TOWN
HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO
A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING
OUT OF, THIS AGREEMENT.**

**ARTICLE 22
ENFORCEMENT; ATTORNEY'S FEES**

22.1 The TOWN and RESPONDENT are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and RESPONDENT resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorney's fees and costs incurred at the trial level and on appeal.

**ARTICLE 23
REPRESENTATION OF AUTHORITY**

23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

**ARTICLE 24
SURVIVABILITY**

24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25
COMPLIANCE WITH LAWS

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

ARTICLE 26
MISCELLANEOUS

26.1 Performance: RESPONDENT represents that while performing the services required under this Agreement, they have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner. At no time shall RESPONDENT work independently for a resident of TOWN as it relates to the scope of services contained herein. RESPONDENT shall be prohibited from filling out any paperwork for a member of the public but shall direct the public to the proper governmental entity that could assist with same.

26.2 Materiality and Waiver of Breach: RESPONDENT and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

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

26.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened

legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

26.4 Public Records: The TOWN is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. RESPONDENT 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 RESPONDENT 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, Volunteer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

RESPONDENT agrees to keep and maintain public records required by the Town to perform the service in RESPONDENT's possession or control in connection with RESPONDENT's performance under this Agreement, 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. RESPONDENT 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 Agreement term and following completion of the Agreement if the RESPONDENT does not transfer the records to the TOWN.

Upon completion of the Agreement, RESPONDENT agrees, at no cost to TOWN, to transfer to the TOWN all public records in possession of the RESPONDENT or keep and maintain public records required by the TOWN to perform the service. If RESPONDENT transfers all public records to the TOWN upon completion of the Agreement, RESPONDENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RESPONDENT keeps and maintains public records upon completion of the Agreement, RESPONDENT 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. RESPONDENT's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Agreement by the TOWN.

- 26.5 Scrutinized Companies: Pursuant to Florida Statute Sec. 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 Syria or Cuba.
- 26.6 E-Verify: "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches. Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.
- 26.7 Termination: Either Party may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party. Upon termination, neither Party shall have any further obligations under this Agreement, except for obligations that expressly survive termination.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: RESPONDENT, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the _____ day of _____, 2026.

WITNESSES:

RESPONDENT

By: _____
RESPONDENT

____ day of _____, 2026

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC Town Clerk

APPROVED AS TO FORM:

By: _____
Keith M. Poliakoff, J.D
Town Attorney

1001.067.2025

EXHIBIT "A"

AGRICULTURAL LIAISON SERVICES

1. Respond to residents' need for agricultural support in various ways. Work functions will include administrative and property visits or tasks in the field as directed by the Town.
2. Assist the Town if requested to create Proclamations and Resolutions for Council's consideration to declare the goals of preserving, supporting, and promoting residents' agricultural properties and endeavors.
3. Assist with development and promotion of agricultural public outreach through the Town's newsletter and the Town's social media.
4. Create and maintain registries of agricultural properties.
5. Create and maintain a registry of large animal veterinarians.
6. Create and maintain a registry of property owners that own heavy equipment.
7. Create and maintain a registry of outside service agencies that assist agricultural properties.
8. Acts as a resource to connect agricultural property owners to one another and to the services that are offered by County, State, and Federal agencies.
9. Provide and facilitate information on available agricultural education programs.
10. Supports emergency management functions for agricultural community under the direction of the Parks, Recreation, and Forestry Director.
11. Answers requests via telephone, electronic mail, and in person, greets and assists residents to provide information and responses to agricultural inquiries.
12. Gathers and prepares data, assists with the preparation of studies, reports, articles, and other documents helpful to the agricultural community.
13. Serve as staff liaison to any Boards if requested by the Town Administrator.
14. Assist residents with finding resources to assist with agricultural issues.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 9, 2025

13400 Griffin Road

Present:

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

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 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Presentations

3. Proclamation - Hindu Heritage Month and Festival of Diwali

The Town presented a proclamation that recognized the month of October as Hindu Heritage Month and honored the Festival of Diwali.

4. Proclamation - Breast Cancer Awareness Month

The Town presented a proclamation that recognized the month of October as Breast Cancer Awareness Month.

5. Public Comment

The following members of the public addressed the Town Council: Michael Katz.

6. Board Reports

Debbie Green spoke on behalf of the Schools and Education Advisory Board. She discussed the Board's fundraising event, the "Secret Garden Tours", happening on November 15th.

Debbie Green spoke on behalf of the Zero Waste Advisory Board. She spoke about the Board working with Sneaker Impact, a company focused on recycling sneakers and how it can benefit the Town. She said they are working with WM on facility tours and that hopefully in January they will have tours available on Saturdays. She talked about the Town's composting program and reminded residents that spots were still available and encouraged everyone to sign up. She discussed the Board organizing a Town-wide recycling contest that would have the districts compete against each other on the amount of properly recycled materials.

7. Council Member Comments

Council Member Jablonski announced that the DMV FLOW event would not be returning to the Town for the remainder of the year but are anticipated to be back in January of 2026. He spoke about the following Town events:

- HAZMAT at the Barn on October 11, 2025
- The Halloween Spooktacular Yard Decorating Contest
- The Southwest Ranches Pumpkin Patch from October 16th through October 19th
- The Halloween ROCA Event on October 25, 2025, from 6:00 to 9:00 p.m.
- The Holiday Lights Contest with the deadline to enter being December 4th, 2025
- The Food truck Event at the Preserve on the first Tuesdays of the month, from 4:00 to 9:00 p.m.

He spoke about the Town of Davie's microchipping event for any type of pet that was open to Town residents. He stated that event was happening at Robbins Lodge Park in Davie on October 25th from 11:00 a.m. to 3:00 p.m.

Council Member Allbritton spoke about the headway the Town has made with the drainage projects around the Town. He said that residents told him they are happy with the progress, and he thanked Public Works Director Rod Ley for the hard work that has been done. He spoke about notifying veterans in the Town of the upcoming events in October and November. He announced that the Town was having a "Sock-tober" event, that was collecting new socks to be donated to a local organization.

Council Member Kuczynski discussed the Halloween Spooktacular Yard Decorating Contest, saying that the registration deadline will be October 17th, judging occurring on October 20th, and awards to be given on October 24th. He spoke about attending a tour of the Sneaker Impact facility with the Zero Waste Advisory Board and about the presentation on the process of selecting shoes to be resold outside of the country or recycled. He stated the intent is to have a Sneaker Impact box at Town Hall for residents to donate shoes for recycling. He thanked Board Member Jessica Harmann for organizing the tour and for establishing a relationship with Sneaker Impact. He talked about the Map Broward Sheridan Street project and said that he would like to have them do a presentation to the Town Council to explain the data points of the project in further detail. Lastly, he discussed the presentation by Public Works Director Rod Ley regarding the installation of speed tables in the Sunshine Ranches neighborhood and said that the speed tables would help reduce speeding in the area and that he would like the Town to help with the installation.

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

MOTION: TO REQUEST THE ENGINEERING DEPARTMENT TO CREATE A PROPOSAL FOR THE PLACEMENT AND THE COST OF SPEED TABLES TO BE INSTALLED ALONG LURAY ROAD AND TO PRESENT THE INFORMATION TO THE SUNSHINE RANCHES HOA.

Vice Mayor Hartmann discussed the Sneaker Impact facility tour and stated that the most important aspect of their organization was that they were removing materials from the waste stream and preventing them from going to incinerators or landfills. He spoke about the success

of the first night of the Fall Rancher Academy and how the program is getting stronger every year. He talked about the Wings Over the Ranches, bird watching program, that he developed and thanked Parks, Recreation, & Forestry Director December Lauretano-Haines and Deputy Town Clerk Dan Stewart for their assistance in the matter. He said there will be four upcoming tours, at four different parks, on Saturdays from 8:00 a.m. to 10:30 a.m. He said the dates and parks were the following:

- November 22, 2025 – Sunshine Ranches Equestrian Park
- January 10, 2026 – Rolling Oaks Park
- March 14, 2026 – Country Estates Park
- August 15, 2026 – Southwest Meadows Sanctuary & Calusa Corner

He stated that the different times and locations will provide more opportunities to see various types of birds. He said to make sure to bring water and binoculars and to sign up on the Town website.

Mayor Breitkreuz discussed the Sheridan Street Widening Project meeting and expressed that he believes Broward County heard the message from the Town and that they will take that into account and possibly make some changes. He thanked the residents for attending and voicing their opinions and thanked Council Member Kuczenski for organizing residents to attend. He spoke about the Rancher Academy and said that it was the first time he was able to attend and that it was a wonderful experience and that he was looking forward to the second night. He talked about the importance of the Academy and how residents can learn about how the Town functions and outside entities, such as realtors, can learn about the Town's rural lifestyle. He provided an update on the Solid Waste Authority, the group that developed the County's 40-year Master Plan on Solid Waste. He stated that as part of the submitted plan there will be no new incinerators and that if incineration was needed in the future the locations would be limited to existing facilities. He discussed that Facilities Agreement of the Master Plan and that many of the facilities will be privately owned and said that another part of the agreement is that 80% of Broward County as represented by their municipalities need to sign on to the agreement. He stated that it is critical that the County reach the 80% and that education will be vital in achieving that goal. He spoke about false information that was being spread regarding the cost of recycling. He clarified that the cost of recycling is more expensive but only about 10 to 15% more, not double as being stated. He spoke about how the different materials were going to be divided into and sent into different areas reducing landfills and that new technology should even reduce that cost. He said that paying a 10% additional cost is worth it for the future of the children and grandchildren. He addressed statements made about certain plants for hedges in Public Comment and Town Attorney provided further clarification. He said that Code Compliance Director Julio Medina needed to be involved in a discussion and asked Administration to work on the issue.

8. Legal Comments

Town Attorney Poliakoff advised the Town Council that the Town send notices to homeowners along Luray Road that speed tables are possibly being installed to confirm if they want them placed in front of their home. He spoke about the case of the resident allegedly wiretapping Town

Hall. He stated that it was discussed that at the time of the incident there were criminal and civil issues with the case and that the Town had nothing to do with the criminal case, as that would be through the State Attorney's Office, but the Town Council Members had asked about civil recourse regarding the issue. He said there were monies spent on revamping security of Town Hall because of the incident. He spoke about the prior federal lawsuits filed against the Town and members of Town Staff and that Town Council had asked that a counter suit be filed to protect the Town and to recoup the monies spent by the Town. He stated that most of the federal lawsuits have been dropped and the Town anticipates the last case to be dismissed as well, so he advised that it would be more beneficial for the Town to file the lawsuit in State court instead. Town Council agreed that State court would be preferred with Mayor Breitkreuz adding that he would prefer all the lawsuits to be dropped against the Town and that if they were he would push for the Town's lawsuit to be dropped as well so that everyone could move forward. Town Attorney Poliakoff acknowledged the Town Council's and Mayor's directives and stated that the damages would be itemized and listed.

9. Administration Comments

Town Administrator Muñiz stated that Town Administration needed direction from the Town Council regarding appropriation requests the Town wanted to submit to the State, by the October 15th deadline. He listed the projects as the Town's Fire Station, Town Fire Truck, the Rolling Oaks Drainage Project, Water and Sewer Lines to Town Hall, various guardrail projects from Stirling Road to Old Sheridan, along Appaloosa Trail, Hancock Road, or Melaleuca Road. A discussion ensued among the Town Council, Town Administrator, and Town Attorney regarding the best options for allocation requests to the State. The following decisions were made on the allocations for each project:

- Fire Station – Request an additional \$900,000 from the State with no match from the Town of Southwest Ranches
- Fire Truck – With the total estimated cost of the purchase being \$1,191,590 the Town would request \$536,215 from the State and the Town providing \$655,375
- Rolling Oaks Drainage Project – The total project cost is \$680,750, the Town will request \$340,375 from the State, and provide \$249,625 plus the value of the right of way, \$90,750, totaling \$340,375
- Water and Sewer Lines to Town Hall – The Town will request the total amount of the cost of the project, \$3,517,500, from the State, with no match
- Guardrail Project – The Town selected the guardrail installation project along Hancock Road, from Stirling Road to Old Sheridan Street, with the total cost of the project being \$800,000, and the Town requesting \$640,000 and providing \$160,000

He discussed the upcoming Town Council Workshop Meeting on October 23, 2025, which is to discuss Municipal Utility Service Areas. He stated that he would also like to add to the discussion the topic raised prior by Council Member Kuczenski regarding the repair or roads and Town Right-of-Ways that are damaged during the installation process of water and sewer lines. He asked that Town Council provide some guidance at the meeting to develop an Ordinance on how the Town can handle these types of situations in the future. Vice Mayor Hartmann suggested that

Town Council focus on the maps of the Municipal Utility Service Areas at the Workshop meeting and schedule a specific Workshop on the road and Right-of-Way construction reimbursement.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN EMERGENCY REPLACEMENT OF A WELL FIRE PUMP AND CONTROLLER FOR THE TOWN HALL FIRE SUPPRESSION SYSTEM FROM RAILSBACK PUMP & CONTROL SERVICES, INC. IN THE AMOUNT OF THIRTY-TWO THOUSAND EIGHT HUNDRED AND FORTY DOLLARS (\$32,840.00); AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. Approval of Minutes

- a. June 12, 2025 Regular Meeting Minutes
- b. June 26, 2025 Regular Meeting Minutes
- c. July 24, 2025 Regular Meeting Minutes

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

MOTION: TO APPROVE THE JUNE 12, 2025 REGULAR MEETING MINUTES, JUNE 26, 2025 REGULAR MEETING MINUTES, AND JULY 24, 2025 REGULAR MEETING MINUTES.

12. Adjournment

Meeting adjourned at 8:30 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 22nd day of January, 2026.

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.

WORKSHOP MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:30 PM

October 23,2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muniz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Richard Dewitt, Assistant Town Attorney

Council Member David S. Kuczenski, Esq.

The Workshop 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 6:37.

3. Discussion – Municipal Utility Water Service Areas

Mayor Breitkreuz explained the reason for the workshop was to address the issue of Municipal Utility Service.

Town Administrator Muñiz described the purpose of the meeting was to clearly define the issues that are facing the Town and to have guidance from the Town Council on how to best address the issue and set policies in place and formulate an Ordinance in the future. He turned the presentation over to Public Works Director Rod Ley.

Public Works Director Ley presented Municipal Utility Water Service Areas in the Town. He stated the reason service areas needed to be designated was to ensure access to potable water, manage infrastructure efficiently, and preserve the Town's rural lifestyle. He discussed that the Town's main source of utilities for residents are wells and septic tanks, that the Town Council has approved 25 water connection requests over the last three years, and described the water service areas of the three vendors currently providing utilities to residents, the City of Cooper City, City of Pembroke Pines, and the City of Sunrise. He spoke about the Town's Land Use Plan policy regarding working with neighboring municipalities on utilities in the future and the fact that the Town is responsible for restoration of property that may be damaged during utility line installation. He stated that Town Administration is seeking guidance on the following items:

- Designation of geographic service areas
- Allow customers to choose their preferred utility providers
- Removal of surcharge from Municipal Utility Providers
- Impact fees from customers seeking to connect
- Methodology for reimbursement for initial customers that brought utility infrastructure to their homes

Public Works Director Ley ended the presentation and turned the meeting over to Town Administrator Muñiz.

Town Administrator Muñiz thanked Public Director Ley for his presentation and stated that the points mentioned by Director Ley were starting points for the discussion and welcomed any feedback and information the Town Council may provide for the direction on establishing policy.

Mayor Breitkreuz thanked Director Ley for his hard work on the presentation and opened the discussion to the Town Council.

A discussion ensued amongst the Town Council, Town Administrator Muñiz, Public Works Director Ley, and Town Attorney Poliakoff on the matter and on establishing policies.

Mayor Breitkreuz recapped the decisions on the policies that were discussed and the following standards were set:

- Methodology for reimbursement for initial customers that brought utility infrastructure to their homes – only the initial owner(s) of the property will be reimbursed for further connections from the neighboring properties, while they are still residing at said property
- Designation of geographic service areas – Town Council agreed with the plan developed by Public Works Director Ley to have designated areas with nuances for established customers and for properties on the border of the designated areas
- Removal of surcharge from Municipal Utility Providers – Town Council advised Administration could attempt to have the fees removed but was unsure if they would be successful
- Impact fees from customers seeking to connect – The Town will not charge impact fees

Town Administrator Muñiz stated that Town staff will update the GIS layers at the minimum of an annual basis and will provide that information to Town Council.

Mayor Breitkreuz asked that all the GIS layer information and geographical designations with any exemptions be provided as backup for future agenda items. He asked Town Administrator Muñiz what Town Administration's next steps are to implement the policies.

Town Administrator Muñiz stated that Town staff will meet to develop a plan to move forward with implementing the policies, as well as meet with the City Managers from the municipalities that are service providers to discuss the elimination of the surcharges, water capacities, and geographic service areas.

Mayor Breitkreuz thanked the Administration and Director Ley for the hard work on information provided in the presentation.

4. Adjournment

Meeting was adjourned at 7:34 p.m.

Respectfully submitted:

Debra M. Ruesga, Town Clerk

Adopted by the Town Council on this 22nd day of January, 2026.

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.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 23, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Richard Dewitt, Assistant Town Attorney

Council Member David S. Kuczenski

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 7:43 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Presentations

3. Proclamation - Honoring Kylin Reynolds, Recipient of the Girl Scout Gold Award

The Town presented a proclamation that honored Kylin Reynolds for receiving the Girl Scout Gold Award.

Mayor Breitkreuz asked for a moment of silence in memory of Laurie Morris.

4. Public Comment

The following members of the public addressed the Town Council: Lissa Marie Charron

5. Board Reports

George Morris spoke on behalf of the Aster Knight Parks Foundation. He discussed the success of the Inaugural Town Pumpkin Patch. He thanked the sponsors of the event and showed a short video of the Pumpkin Patch event. He spoke about future events such as the Car Show / Chili Cook-Off and the Country Fair Carnival happening on the weekend of January 15th. He thanked the Town Council for their continued support of the Foundation.

6. Council Member Comments

Council Member Jablonski thanked everyone for attending and spoke about the following Town events:

- HAZMAT at the Barn on January 10, 2026
- The Halloween Spooktacular Yard Decorating Contest
- The Holiday Lights Contest with the deadline to enter being December 4th, 2025
- Math Tutoring Session – hosted by the Math Whiz Kids from Archbishop McCarthy on November 15th from 10:00 am to 12:30 p.m. at Town Hall
- The Halloween ROCA Event on October 25, 2025, from 6:00 to 9:00 p.m.

Vice Mayor Hartmann spoke about Town resident Debbie Green and wished her a speedy recovery after breaking her ankle. He asked that residents reach out to Town resident Kathy Sullivan to wish her well because she was dealing with an illness and said she could use the support. He talked about Laurie Morris and stated that she was a wonderful person and sent his thoughts and prayers to her family and partner.

Council Member Allbritton spoke about Kathy Sullivan and asked everyone to keep her in their prayers. He discussed attending the Broward Leaders Resiliency Conference with Mayor Breitkreuz and Town Administrator Muñiz and stated that the efforts to prevent seawater from flooding the County's groundwater is a massive undertaking. He discussed the Halloween Spooktacular Yard Decorating Contest and stated that judging was done, and the awards would be given out in the future. He said that he is still working with PROS Director December Lauretano-Haines on establishing the Town's Veteran's Group and would have more information on it soon.

Council Member Kuczenski discussed the Halloween Spooktacular Yard Decorating Contest, saying that the awards for the contest would be given out Friday, October 24, 2025, and said that he looked forward to the contest's growth in the future. He spoke about speeding within the Town and reminded residents they could request the Town's speed trailers to be placed in parts of the Town to help reduce speeding. He talked about horses that recently escaped from their pens in Sunshine Ranches and said that he would like the Rural Public Arts Board to possibly design a reflective sign that could be placed voluntarily on properties that had horses with owner contact information in case the animals escape and someone needed to contact them. He added that he would also like the Board to design "Slow Down" signs for residents of the Town to purchase and display. He discussed the property on Hancock and Griffin being purchased and developed into residential properties and that the developer will probably be purchasing other properties in the Town and that Town Council would ensure that the developers would follow the development rules and regulations of the Town.

Mayor Breitkreuz thanked PROS Director Lauretano-Haines on hosting a successful "Mayor's Chess Challenge" last Saturday and said that it was an exciting event and that he looked forward to the next one. He discussed the State contemplating the elimination of property taxes and presented a video from the Florida League of Cities giving a brief synopsis of the situation. He discussed how the Town strives to keep the taxes low and how this change would affect that and how it would affect services such as police, fire, and garbage pickup. He said that residents should keep that in mind if or when this item is brought up in the future ballots and stated that the Town would be better off with the Town Council making decisions for the Town, rather than politicians that are hundreds of miles away. He addressed the issue regarding property maintenance that was discussed during Public Comment and said he was willing to meet with the resident to discuss it further.

7. Legal Comments

Assistant Town Attorney Dewitt had no legal comments.

8. Administration Comments

Town Administrator Muñiz stated that the property tax issue reform issue being discussed by the State is a grave concern of his and that he and Town staff are continually monitoring the situation's developments and will keep the Town Council apprised of any developments.

Ordinance – 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 59 ACRES FROM AGRICULTURAL TO US HIGHWAY 27 BUSINESS, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-8).

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

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH ALL WATER SERVICE, LLC IN THE AMOUNT OF THIRTY-SIX THOUSAND, THIRTY-NINE DOLLARS AND TWENTY-FOUR CENTS (\$36,039.24) FOR WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES OF THE FOUR (4) TRANSIENT NONCOMMUNITY WATER SYSTEMS AND APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO PLATS AND CHAPTER 2025-164, LAWS OF FLORIDA (SENATE BILL 784); DESIGNATING THE ADMINISTRATIVE AUTHORITY AND ADMINISTRATIVE OFFICIAL FOR RECEIPT, REVIEW AND APPROVAL OF PLAT AND REPLAT APPLICATIONS; DIRECTING THAT THE TOWN CONFORM ITS RECEIPT, REVIEW AND APPROVAL PROCESSES FOR PLAT AND REPLAT

APPLICATIONS TO THE REQUIREMENTS OF CHAPTER 2025-164, AND TO THE EXTENT NECESSARY DECLARING A ZONING IN PROGRESS THAT THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") BE INTERPRETED AND APPLIED IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 2025-164 AND THAT IN THE EVENT OF A CONFLICT, CHAPTER 2025-164 SHALL APPLY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION

12. Adjournment

Meeting adjourned at 8:52 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 22nd day of January, 2026.

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.